

Sun Petrochemicals Private Limited

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No. SunPetro/Hazira/Painting Work/2024-25/SPPL-187/Bulletin-6

Date:29.10.2024

BULLETIN #6

Sub: Hiring of Agency for Painting Work at Offshore Platform located at SunPetro's Hazira Oil & Gas Fields in Gujarat.

Ref: RFQ/Tender No.: SunPetro/Hazira/Painting Work/2024-25/SPPL-187

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

Sl. No.	Bidder Query	SunPetro Clarification
1	Bidder request Company to provide 415V, 3 Phase Electricity power supply for compressor to carry out the blasting and spray-painting activity.	Platform is not having additional power for Air compressor. As per responsibility matrix power supply is in bidder's scope.
2	Bidder request Company to provide Utility Air supply for Spray painting and pneumatic tool operations.	As per responsibility matrix air supply remains in bidder's scope.
3	Bidder request Company to provide accommodation for 30 Pax on platform to execute the blasting and painting activity within the given timeline as per tender.	Accommodation can be provided for max. 15 persons only at a time.
4	Bidder request Company to provide the Diesel for compressor to carry out the blasting and painting activities at free of cost or on chargeable basis.	Diesel for compressor is in bidder's scope. However, diesel transportation shall be arranged by scheduled boat trip.
5	Bidder request Company to provide minimum 40 Sq. Mtr area at Main Deck Material Storage (A/c Paint storage container, Paint Material, Abrasive, Equipment, Tools & Tackles etc.	Available space at main deck shall be provided as shown during site visit
6	Bidder request to Company to share the below drawings of existing facilities – 1. Helideck drawing with letter marking. 2. Drawings of Potable & Sea water tank including manhole size. 3. Main deck and Cellar deck layout drawing. 4. Drawing for fire barrier wall	All required available drawing shall be shared after the contract is awarded.
7	Bidder requests the Company to modify the clause as follows: This work order is valid for a period of Two Year from commencement date or as indicated by company in LOI / award / Contract with the option of extension up to 1 year, completely at the discretion of the SunPetro , at the same rates, terms and conditions mutually agreed by the Parties . The Bidder requests the Company to consider the above proposed changes as potential changes in market conditions,	Bidder to follow, Tender terms and Conditions

	inflation, and industry standards may significantly affect costs.	
8	<p>Bidder requests the Company to consider the following revised clause:</p> <p>Contractor shall take full responsibility for the protection and security of its own materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.</p> <p>This change is proposed to map with the indemnification regime whereunder each party is responsible for its own property</p>	Bidder to follow, Tender terms and Conditions
9	<p>Bidder requests the Company to modify the clause as follows:</p> <p>...Except as specifically identified as being the Company's responsibility, Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. SunPetro shall have no responsibilities or liability whatsoever in this regard.</p> <p>This change is requested to map with the bifurcation of responsibility concerning accommodation, meals etc. as set out in the SOW.</p>	Bidder to follow, Tender terms and Conditions
10	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Any of the statutory requirements applicable to the Contractor shall purely be in the Contractors account.</p> <p>The Contractor would only be in a position to be responsible for compliances with statutory requirements to the extent so prescribed.</p>	Bidder to follow, Tender terms and Conditions
11	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location, for damage to or destruction of Equipment and any other property of Contractor or any of its subcontractors and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the Gross Negligence of Company Group.</p> <p>We request the removal of the exceptions in this indemnity clause. This will map with a more equitable position of each party being</p>	Bidder to follow, Tender terms and Conditions

	<p>responsible for its own property irrespective of cause of claim.</p>	
<p>12</p>	<p>Bidder requests the Company to modify the clause as follows: The total liability of the contractor shall be limited to 100% of the contractor value if no fault by contractor. In case intentional damages, it would be 200% of the contract value. The Company shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:</p> <ul style="list-style-type: none"> • Breach of Applicable Laws by the Contractor Group. • Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature. • Liability for breach of Intellectual Property Rights of any person. • Breach of Confidentiality obligations <p>Having the abovementioned exclusions to the liability cap defeats the purpose of having a cap in the first instance.</p> <p>The Contractor is performing a limited set of services and will be making limited margins thereon; accordingly, a 100% cap would not be equitable.</p>	<p>Bidder to follow, Tender terms and Conditions</p>
<p>13</p>	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Non –mobilization of the experienced suitable Manpower along with required materials, Tools & Tackel & Equipment to carry out the work as per SOW due to reasons solely and directly attributable to Contractor will lead to termination of the contract at SunPetro’s discretion provided that such non-mobilization continues after a cure period of 30 (thirty) days is provided.</p> <p>In the interest of equitability, it is requested to include the language to clarify that the Contractor is not penalised for non mobilization for the reasons not attributable to Contractor.</p> <p>Further, it is requested that a cure period be provided before termination rights are invoked to allow the Contractor the opportunity to correct such non-mobilization.</p>	<p>Bidder to follow, Tender terms and Conditions</p>

14	<p>Bidder requests the Company to modify the clause as follows:</p> <p>This work order is non-exclusive and SunPetro reserves the right to engage other contractors to perform similar or identical work provided that such engagement shall not be for the same area as allocated to the Contractor for its services. Contractor shall afford such other contractors' adequate opportunity to carry out their agreements and shall accomplish the work in cooperation with those contractors and with SunPetro.</p> <p>The Contractor would be issued a WO with the understanding of area and type of work to be performed. This understanding would also form the basis of the bid submitted by the Contractor. Accordingly, a third party should not perform work that is supposed to be carried out by the Contractor.</p>	Bidder to follow, Tender terms and Conditions
15	<p>Bidder requests the Company to modify the clause as follows:</p> <p>If the Contractor fails to timely mobilize the Materials or Equipment required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, in each case for reasons solely and directly attributable to the Contractor, and such breach continues after a cure period of 30 (thirty) days is provided, it would amount to material breach under the Contract and in such event, the Company shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Company.</p> <p>In interest of equitability, it is requested to include the language to clarify that the Contractor is not penalised for abovementioned breaches for the reasons not attributable to Contractor.</p> <p>Further, it is requested that a cure period be provided before termination rights are invoked to allow the Contractor the opportunity to correct such breach.</p>	Bidder to follow, Tender terms and Conditions
16	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Upon termination of Contract by Company under this sub-clause, the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Company might have paid to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Contractor.</p>	Bidder to follow, Tender terms and Conditions

	<p>In the event, the query at sr. no. 6 is not accepted by the Company, it is requested to consider the change proposed here to avoid further penalising the Contractor where termination occurs for reasons not attributable to the Contractor.</p>	
17	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Occurrence of any of events as specified below shall be construed as Event of Default. The Company shall inform the Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Contractor, upon receipt of such notice, fails to remedy such default with Seven (7) Thirty (30) days, then the Company shall have the right to terminate this contract forthwith. Event of default shall occur if the Contractor.</p> <p>While we principally agree with the with the Contractor's obligation to remedy any default, we believe the proposed timeline of 7 days is insufficient for addressing the types of defaults mentioned. We request that the remedy period be extended to 30 days to provide a more reasonable timeframe for the Contractor to adequately address and resolve the issues.</p>	Bidder to follow, Tender terms and Conditions
18	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Refuses or fails to, for reasons solely and directly attributable to Contractor, supply enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract;</p> <p>In interest of equitability, it is requested that language be included to clarify, that failure to supply persons/materials for reasons attributable to Contractor be grounds for termination.</p>	Bidder to follow, Tender terms and Conditions
19	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Fails to provide uninterrupted services/perform work for reasons solely and directly attributable to Contractor. In the interest of equitability, it is requested that language be included to clarify, the failure to provide uninterrupted services shall be solely for the reasons attributable to Contractor and not for any external factors.</p>	Bidder to follow, Tender terms and Conditions
20	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Unless otherwise provided in the Contract,</p>	Bidder to follow, Tender terms and Conditions

	<p>the Contractor shall compensate the Company for all losses, expenses etc. and additional expenses at actuals which the Company shall sustain, to get the work executed, on account of such breach by the Contractor.</p> <p>To ensure an equitable position, the contractor's liability should be limited to the costs sustained in executing the work due to Contractor's breach. The contractor should not be unnecessarily burdened with additional financial obligations beyond this. This also maps with the position that neither party will be liable for consequential losses.</p>	
21	<p>Bidder requests the Company to modify the clause as follows:</p> <p>In the event that a condition of Force Majeure exists at the Site for a period of fifteen (15) consecutive days, the Company Either Party shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.</p> <p>For an equitable position, either party should be able to seek relief in the form of termination if an FM event is preventing performance.</p>	Bidder to follow, Tender terms and Conditions
22	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Company shall have a right to terminate the Contract in whole or in part, at any time with fifteen (15) 30 (thirty) days prior written notice thereof to the Contractor. Upon any such termination the Contractor irrevocably agrees to waive any and all claims for damages, compensations, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Company shall pay the Contractor in accordance with Price Schedule mentioned in the Contract for the work / services performed by the Contractor till the date of such termination.</p> <p>A period of 30 days in requested in case of such termination in order to address all the demobilization and winding up activities</p>	Bidder to follow, Tender terms and Conditions
23	<p>Bidder requests the Company to modify the clause as follows:</p> <p>The Contractor shall perform the work in accordance with Good Oilfield Practices / GIPIP and the terms and conditions of the Contract. If the Contractor does not perform the Work or any part thereof or its performance is non-satisfactory, then Company shall issue a notice ("Remedy Notice") to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy</p>	Bidder to follow, Tender terms and Conditions

	<p>Notice, the Contractor shall remedy such default within Seven (7) days. The Company may ask the Contractor to re-perform any of such services, at sole risk and cost of Contractor where the non-performance or non-satisfactory performance is for reasons solely and directly attributable to Contractor. Where the non-performance or non-satisfactory performance is for other reasons, costs of such reperformance shall be to Company's account. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is nonsatisfactory repeatedly; the Company shall have a right to terminate the Contract immediately without any further notice.</p> <p>In interest of equitability, in the event of non-performance, the Contractor shall be only liable for costs of reperformance for reasons attributable to Contractor.</p>	
24	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. and additional expenses at actuals which the Company shall sustain, to get the work executed, on account of such breach by the Contractor.</p> <p>To ensure an equitable position, the contractor's liability should be limited to the costs sustained in executing the work due to Contractor's breach. The contractor should not be unnecessarily burdened with additional financial obligations beyond this. This also maps with the position that neither party will be liable for consequential losses</p>	Bidder to follow, Tender terms and Conditions
25	<p>Bidder requests the Company to consider deletion of this clause as the right to recover sums sustained in completing the balance works are sufficiently covered in the consequences of termination where such termination is taking place on account of breach by Contractor.</p>	Bidder to follow, Tender terms and Conditions
26	<p>Bidder requests the Company to modify the clause as follows:</p> <p>Company may, at its option, de-hire the services of the Contractor due to interruption in the work / unit programme, by giving three (3) days written notice to the Contractor and during this period no charges for equipment and personnel etc. shall be payable by Company, where the interruption occurs due to reasons solely and directly attributable to the Contractor. However, contractor will take immediate action to demobilize the personnel, machines and</p>	Bidder to follow, Tender terms and Conditions

	<p>other equipment immediately. SunPetro may call the Contractor along with the whole setup by issuing fifteen days' notice to mobilize again. In the event, the interruption is caused due to other reasons, the Contractor shall be paid standby charges at rates mutually agreed by the Parties.</p> <p>The bidder requests that standby rates be paid in instances where the interruption in work is not attributable to the contractor. For better clarity, it is requested that the Company confirm this understanding and provide clarity whether this is acceptable</p>	
27	<p>Bidder requests the Company to consider deletion of this paragraph. In cases where a dispute is serious enough to have led to arbitration/ concerns the performance of work itself, it would only be equitable to allow the dispute to be resolved before performance of work is resumed, if applicable.</p>	<p>Bidder to follow, Tender terms and Conditions</p>
28	<p>Bidder requests the Company to modify the clause as follows:</p> <p>If Contractor for any reason other than Force Majeure, fails to timely provide service as per the time schedule mentioned in the Contract or the extended date or fails to timely commence in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the services in accordance with the Contract, or any if above reason resulting to delayed service, in each case for reasons solely and directly attributable to the Contractor, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One point five percent (1 0.5%) for each week of late commencement of services up to a maximum of Ten five percent (10 5%) of total estimated / annualized contract value.</p> <p>12.1. The payment of liquidated damages pursuant to this section shall not affect the rights of Company as per Contract or Applicable laws including the following rights:</p> <p>12.2. Terminate the Contractor or a portion or part of the Order thereof at any time during the term of the Contract and / or, recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or, 12.3. Invoke bank guarantee or any other security provided by the Contractor and/or, By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Company may exercise any one or more of its rights</p>	<p>Bidder to follow, Tender terms and Conditions</p>

	<p>mentioned above as per the Contract and the Applicable Law.</p> <p>Notwithstanding the aforesaid, the above rights shall only be exercised by the Company if the Contractor fails to rectify a breach within a cure period of 30 (thirty) days.</p> <p>The Contractor should only be penalised by way of LD in situations which arise due to its fault.</p> <p>Further, for a more equitable position, it is requested that in the view of the nature of services to be provided, LD of 0.5% per week of delay and a cap at 5% be considered.</p> <p>In addition Company is requested to consider the cure period of 30 days to remedy the breach.</p>	
29	<p>Bidder requests the Company to modify the clause as follows:</p> <p>In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of this Contract and which results in significant increased / decrease cost of the works under the Contract though including but not limited to by way of increased / decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Contractor shall be indemnified for any such increased cost by the Company subject to the production of documentation proof provided the rates and all applicable taxes along with the tax rate, were clearly indicated at the time of Bid submission by contractor.</p> <p>Similarly, if any change or amendment of any Act or Law, Rules or Regulations of any Govt. or public body becomes effective after the date of this Contract and which results in any significant decrease in the cost of the project through including but not limited to by way of reduced liability of taxes (other than personnel and corporate taxes) duties, the Contractor shall pass on the benefits of such reduced cost, taxes or duties to the Company. Company shall not bear any liability in respect of (i) Personnel taxes on the employees of Contractor and the employees of all its sub- Contractors etc. (ii) Corporate taxes in respect of the Contractor and its sub- Contractors.” (iii) Any taxes for which the Contractor or any or all of his sub-contractors are directly assessable i.e. corporate taxes and Fringe benefit tax in respect of Contractors and all of their sub-contractors, agents etc.</p> <p>As has been seen in the past, introduction of new law/ changes in existing law post the bid closing date can impact overall costs of performance, and not simply the rate of taxes and duties. Accordingly, it is an equitable ask</p>	<p>Bidder to follow, Tender terms and Conditions</p>

	for relief to be provided to the Contractor in such circumstances.	
30	<p>Bidder requests the Company to consider the following revised clause: Contractor shall take full responsibility for the protection and security of its own materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody. This change is proposed to map with the indemnification regime whereunder each party is responsible for its own property.</p>	Bidder to follow, Tender terms and Conditions
31	<p>Bidder requests the Company to modify the clause as follows:</p> <p>...In the event that a condition of Force Majeure exists at the Site for a period of at least fifteen (15) consecutive days, Company Either Party shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.</p> <p>Refer to sr. no.15</p>	Bidder to follow, Tender terms and Conditions
32	<p>Bidder requests the Company to modify the clause as follows:</p> <p>The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract at no additional cost to the Contractor and with prior written notice to the Contractor.</p> <p>The contractor requests that prior written notice be provided and such purchase/ replacement should not be at the Contractor's expense.</p>	Bidder to follow, Tender terms and Conditions
33	<p>proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses or other obligations hereunder directly or indirectly associated herewith, judgments and fines arising out of or in the course of execution of work under the Contract or performance of obligations by the Contractor thereunder including but not limited to:</p> <p>a) personal injury, illness or death of: i) any of Contractor's Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).</p> <p>b) loss or damage to: i) any property owned, hired or supplied by Contractor Group (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).</p> <p>We request the removal of the exceptions in this indemnity clause. Since it is assumed that the Company Group will already have</p>	Bidder to follow, Tender terms and Conditions

	<p>insurance coverage in place for their personnel and property, any liability for personal injury, illness, or property damage should not be transferred to the Contractor Group. Removing the exceptions will ensure a more equitable allocation of risk and responsibility between the parties.</p>	
34	<p>Bidder requests the Company to modify the clause as follows: Company shall indemnify and keep the Contractor Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from: i) personal injury, illness or death of any Company Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group); ii) Any loss or damage to any property owned, hired or supplied by Company Group(except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group).</p> <p>Refer to sr. no. 27</p>	Bidder to follow, Tender terms and Conditions
35	<p>Bidder requests the Company to modify the clause as follows: The total liability of the contractor shall be limited to 100% of the contractor value if no fault by contractor. In case intentional damages, it would be 200% of the contract value. The Company shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:</p> <p>29.1. Breach of Applicable Laws by the Contractor Group. Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature. 29.3. Liability for breach of Intellectual Property Rights of any person. 29.4. Breach of Confidentiality obligations.</p> <p>Refer to sr. no.6</p>	Bidder to follow, Tender terms and Conditions
36	<p>Bidder requests Company to consider deletion of this clause as the benefit of a knock-for-knock indemnity regime is proposed to be extended to both parties in an equitable fashion.</p>	Bidder to follow, Tender terms and Conditions
37	<p>Bidder requests the Company to modify the clause as follows: This PO/WO is non-exclusive and Company</p>	Bidder to follow, Tender terms and Conditions

	<p>reserves the right to engage other contractors to perform similar or identical work provided that such engagement shall not be for the same area as allocated to the Contractor for its services. Contractor shall afford such other contractors' adequate opportunity to carry out their agreements and shall accomplish the work in cooperation with those contractors and with SunPetro.</p> <p>The Contractor would be issued a PO/ WO with the understanding of area and type of work to be performed. This understanding would also form the basis of the bid submitted by the Contractor. Accordingly, a third party should not perform work that is supposed to be carried out by the Contractor.</p>	
38	-	<p>Bidders are advised not to take any exceptions/deviations on tender requirements. However, any exceptions/deviations if required can be mentioned in exception/deviation sheet at Appendix-1 which will be evaluated based on its merit.</p>

All other terms and conditions of the Tender/RFQ remain unchanged.

Regards,

Sun Petrochemicals Pvt. Ltd.

Appendix-1

EXCEPTION/DEVIATION/CONDITIONS PROFORMA

Any and all exceptions/deviations/conditions to the terms and conditions of Tender / RFQ No.- ---
 ----- should be indicated here and submitted along with the Unpriced Techno Commercial Bid without any price impact. Price impact, if any, of the exceptions/ deviations shall be duly completed, in this proforma, and attached to the Priced Commercial Bid only. If the bidder does not intend to take any exception / deviation, then he shall mark "No Exceptions Taken" in this proforma. If the proforma is left blank or if this sheet is not attached to the bid, then it will be presumed that bidder has not taken any exception/deviation/condition to the terms and conditions of the TENDER DOCUMENT. Company shall not take cognisance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

RFQ / Tender No. -

Technical Part (attach to Unpriced Techno Commercial Bid)

Section No, Page No. and Clause No.	Description of exception/ deviation/ condition	Reason(s) for exception/ deviation/ condition	Whether there is a Cost impact? ** (Yes / No)	Effect on Commencement Date

** Please do not indicate the price impact, if any, here.

RFQ / Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency: _____