

# **Sun Petrochemicals Private Limited**

**(SunPetro)**

**Commercial & Supply Chain Management**

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CIN: U24219GJ1995PTC028519

**No: SunPetro/Bhaskar/Sucker Rod Pumps/2022-23/SPPL-139/Bulletin-4**

**Date: 28-02-2023**

## **BULLETIN #4**

**Sub: Procurement of Sucker Rod Pumps (SRP) for Bhaskar Field in Gujarat.**

**Ref: Tender No.: SunPetro/Bhaskar/Sucker Rod Pumps/2022-23/SPPL-139**

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

<b>Sr. No.</b>	<b>Section</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Clause heading</b>	<b>Original Clause as per Tender doc.</b>	<b>Bidder Queries</b>	<b>Sun Petro Response</b>
1	Tender Notice	2	1.1[10]	Delivery period	Within 4 months from LOI/LOA/PO. However, bidder to quote its best reduced delivery period	Delivery period shall be extended to 20 weeks from the date of LOA.	Bidder to offer best reduced delivery period.
	Annexure- 2	49	note (7)	Delivery period	Within 4 months from LOI/LOA/PO. However, bidder to quote its best reduced delivery period		
2	Tender Notice	2	1.1[12]	Contract Validity	1 Year with provision of extension of contract for further period of 6 months at same rates, terms, and conditions.	Not accepted. Since, it is a procurement tender; rate consistency is restricted within validity of bid only. Repeat order should be	Price to be valid till the delivery period.

	Annexure 3	53	3.2	Contract period and validity	The Contract shall be valid for a period of 1 year with provision of extension of contract for further period of 6 months at same rates, terms, and condition at discretion of Company. The prices are valid for the contract period and the contract shall be valid for all the blocks of SunPetro in Gujarat or any other blocks which company may acquire.	subject to mutual consent due to frequent variation in steel prices / pandemic threats.	
3	SOW: Annexure- 1	5	1.5 (5), 1.12 (7)	operating speed of electric motor	Operating Speed with range of 720 750 RPM	Bidder to specify.	Bidder to propose motor RPM based on the specified operating envelope of the pump.
4	SOW: Annexure- 1	6	1.5(8)	Parameters to be provided	LCS (FLP) shall be provided with "START" and "STOP" provision including RPM and current display	Normally start /stop provision, rpm and current display is an integral part of VFD panel. Kindly specify if you need to have LCS to be operated separately.	LCS (FLP) is not required.
5	SOW: Annexure- 1	10	3.3	Type of panel	ATS panel....	Bidder understand it is meant for VFD panel.	ATS panel is required along with VFD panel.
6	SOW: Annexure- 1	11	4.0	Type of panel	ATS panel....	Bidder understand it is meant for VFD panel.	ATS panel is required along with VFD panel.
7	SOW: Annexure- 1	13	6	Tools	REQUIREMENT OF COMMON HANDLING TOOLS ALONG WITH SRP UNIT	Please clarify that whether you need 1 set (sr. 1 to 15) per SRP unit of 1 set/ 6 nos. of SRP Units.	Only two sets of common hand tools are required.
8	SOW: Annexure- 1	13	7	Mandatory spares	sr. no.(i) to (vi) required for each unit.	Bidder understand that this quantity is too high. It should be considered per 6 units. Kindly review.	Only two sets of Mandatory spares to be considered.

9	SOW: Annexure- 1	13	7	Mandatory spares	sr.no. vii & xi	One of them should be deleted (repetition) & it should be one set/unit as a spare as rubber products have limited shelf life. Kindly review.	S.No. xi is deleted being repetition. Two sets of matched sets of belts to be provided with each unit.
10	SOW: Annexure- 1	13	7 (x)	Mandatory spares	Lube Oil for Gear Box for each unit: First fill + 1 fill	Bidder understand that first fill of lube oil for gear box is sufficient for 2-3 years. quantity can be reduced. Please review.	Along with first fill of Lube Oil, one additional fill to be provided.
11	SOW: Annexure- 1	14	B.4	Stuffing box BOP	Top connection 2 9/16" x 5000 PSI threaded type, API 6- B, Flange with RX 27 ring, (As per API 6-A) Thread connection EUE box, on the flange, Bottom connection Same as mentioned, but threaded on 2 7/8" EUE pin on BOP body, Ram size: - 1-1/2", Bore size:- 2 9/16". Pressure rating:- 5000 PSI, Temp rating :- 0 to 120 deg.C, Test pressure:- 1.5 times pressure rating	Bidder understand that it is same as "Polished rod BOP" with working pressure 5000 PSI suitable for 1 1/2" (38.1mm) polish Rod ID 2.441" thread connection 2 7/8" EUE Box X Pin Down. Temperature 0-to-120-degree C. material AISI - 4140 /4130 (request to remove top connection 2 9/16" flange with ring)	Understanding is correct. Bidder to size the components as per their selection of equipment.
12	SOW: Annexure- 1	14	B.5	Stuffing box.	'1 Size 1/2 inch (38.1 mm), Dimension. 2-Dimension: -7/8" EUE PIN threads confirming to API-5B. Type: -7/8" EUE PIN threads confirming to API-5B. Stuffing box material/ chemical composition as per section G.2.3 & G.2.4 of API11B.	to be changed as "stuffing box (DPSB) suitable for 1 1/2" (38.1.mm) polished rod, bottom connection 2 7/8" EUE pin, working pressure 2500 psi". Please confirm.	Stuffing box shall be suitable for polished rod

13	SOW: Annexure- 1	9	2	Electric motor	Electrical equipment of Indian origin for installation in hazardous areas shall have a test certificate from the Central Mining Research Institute (CMRI) and approval certificate from the Chief Controller of Explosives (CCE) and be in accordance with the OISD guidelines. Motor shall meet DGMS requirement.	As per DGMS guidelines, electric motors should be PESO certified. <i>Remarks: CMRI is the testing authority &amp; CCoE is the official name of office that issues PESO certification. PESO is the superordinate state institution that implements national law.</i>	Electric motor shall be PESO certified suitable for hazardous area as specified.
14	SOW: Annexure- 1	12	5	Scope of inspection	Bidder shall give seven (7) days' notice to SunPetro for witnessing the Factory Acceptance Test (FAT).	Inspection by agency may be done in accordance with the QAP given by the manufacturer/OEM. May please clarify.	It shall be as per approved ITP
15	SOW: Annexure- 1	12	5 (b)	Scope of inspection	The equipment shall be inspected by SunPetro's representative and if required the Supplier shall make necessary modification / rectification if any as suggested by SunPetro's representative at the time of inspection.	It is difficult to make modification by OEM at the time of inspection, please review.	Inspection shall be approved drawings
16	Responsibility Matrix	44	C.2	QA/QC	FAT & SAT	Inspection shall be as per QAP & ITP. Hence FAT & SAT not required. Please review.	FAT & SAT are part of ITP
17	Responsibility Matrix	44	H	instrument	PT, TT commissioning	Please clarify scope of supply of PT, TT	PT & TT is in the scope of SunPetro.

18	Responsibility Matrix	44	F.2	Electrical	VFD/ATS/MCC panel	We assume VFD panel. Kindly confirm.	MCC/Power Distribution panel is in the scope of SunPetro. VFD along with ATS is in the scope of the bidder.
19	Annexure 2	48	22	BOQ	VFD/ATS/MCC panel	We assume VFD panel. Kindly confirm.	MCC/Power Distribution panel is in the scope of SunPetro. VFD along with ATS is in the scope of the bidder. VFD should be able to communicate over modbus RS485.
20	Annexure 2	48	24	BOQ	Instrumentation	Cost to be provided for PT, TT commissioning only or including supply. Please clarify.	PT & TT is in the scope of SunPetro.
21	Annexure 2	48	23	BOQ	Electric Cable	Should electric cable supply and laying from Transformer to control panel be considered in scope of supplier? If yes, please provide quantity in terms of meter.	Electric Power Cable from Transformer to Power distribution panel is in the scope of SunPetro. However, supply/laying from PD panel to ATS/VFD/Motor is in the scope of the bidder
22	Annexure 2	49	note (4)	GST	SunPetro shall provide Essentiality Certificate, if applicable as per terms & condition for concessional custom duty / IGST/GST	GST @ 12% shall be applicable if Sun Petro provides EC for concessional rate of GST, otherwise GST at prevailing rates shall be applicable. EC shall be supplied prior to dispatch of material by Sun Petro. Kindly confirm.	As per tender.

23	Annexure 2	49	Note (10)	Payment schedule	<p>For Supply:</p> <p>a. 90% upon delivery of material at site &amp; certification of undisputed invoice</p> <p>b. 10% upon successful installation &amp; commissioning of Pump / equipment.</p>	"certification of undisputed invoice" term reflects as an open loop contract, it should be replaced with " submission of invoice" irrespective of your internal administrative policy.	<p>As per tender.</p> <p>Any advance against PO shall be against Advance Bank Guarantee.</p>
						We propose following payment terms: For Supply	
						a. 10% advance along with PO against proforma invoice	
						b. 25% on approval of QAP and ITN against proforma invoice	
						c. 35% upon TPI report before dispatch against proforma invoice	
						d.20% against delivery FOR destination and submission of final invoice (EC shall be provided prior to dispatch to generate e-way bill and e-Invoice)	
e.10% upon successful installation & commissioning of each pump/equipment or 90 days whichever is earlier.							
24	Annexure 3 GCC	54	3.6.4	Labour welfare cess	All prices are inclusive of all taxes including Labor welfare cess. The service tax shall be extra at actual. Each bidder must provide the proof of deposit of Labor welfare cess to SUNPETRO duly signed by CA of the firm.	Not applicable to this tender. May be deleted	As per tender, if applicable.

25	Annexure 3 GCC	60	3.11.1	Liquidated damages	<p>.....or any if above reason resulting to delayed delivery of work completion, 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 percent (1%) for each week of late completion of work / delayed delivery of work up to a maximum of Ten percent (10%) of total estimated / annualized contract value.</p>	<p>LD amount shall be reduced to 1/2% per week &amp; to be capped upto 5% maximum AND should be applicable on the amount pertaining to delayed item only.</p>	As per tender.
26	Annexure 3 GCC	61	3.11.3	Liquidated damages	<p>Where Company is required to wait for any reason for a Contractor Equipment and/or personnel which is not made available on the site as per the schedule, in addition to liquidated damages payable by the Contractor, the Contractor shall also pay as pre-agreed damages an amount equivalent to daily operating rate for hired equipment, till time such equipment is made available to Company.</p>	<p>Not acceptable. Damages arising out of this contract and claimed will not cover working losses of profits, losses of stored/ in transit goods or consequential damages. It is also contradictory to clause no 3.24.4 (Consequential damages)</p>	As per tender.

27	Annexure 3 GCC	65	3.19.4	Insurance	<p>Prior to commencement of services / delivery / work hereunder or within 7 days of signing of Contract, whichever is later, Contractor shall deliver to Company the following certificate(s) a. evidencing the issuance of insurance containing the coverage required herein and b. providing that insurance shall not be cancelled or materially change without thirty (30) days prior written notice to the Company. Commencement or performance of services/work without delivering the certificates of insurance shall not constitute a waiver of contractor's obligation to provide the required coverage.</p>	<p>Please clarify the coverage amount.</p>	<p>SRP cost and mandatory insurance of personnel deployed for commissioning, as per scope.</p>
28	Annexure 3 GCC	66	3.19.5 (6)	Insurance	<p>The Contractor will be required to have insurance coverage for "Oil Industries Endorsement" in its insurance policy.</p>	<p>Please explain purpose of this endorsement.</p>	<p>As per statutory requirement.</p>



29	Annexure 3 GCC	67	3.21.1	Force Majeure	<p>"Force Majeure" shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes.</p> <p>H</p>	<p>In present scenario, the word "Epidemic" or "Pandemic" should be incorporated.</p>	<p>As per tender.</p>
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30	Annexure 3 GCC	68	3.22	Warranties and remedies	Whole clause	<p>It appears that this warranty clause is meant for service contract only and need to review. However, we would like to illustrate in brief as below which may be incorporated / replaced in warranty clause.</p> <p>Contractor warrants that the equipment supplied will be free from design &amp; functional defects in materials and / or workmanship provided the equipment is used in a proper manner as per supplier's standard operation, maintenance procedures &amp; guidelines. We undertake to remedy / replace within reasonable time (subject to the under mentioned provisions) any defects arising from faulty design, material or workmanship, which may develop within a period of TWELVE months from the date of commissioning or EIGHTEEN months from the date of dispatch, whichever is earlier. Our responsibility is expressly limited to repairs and/or replacement of such defective parts only. We cannot accept any responsibility for any consequential or resulting damage, liability or loss arising from such defects.</p>	<p>As per tender.</p> <p>Further, following clause is added.</p> <ul style="list-style-type: none"> <li>• The warranty for the material / goods supplied shall be for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.</li> </ul>
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						<p>The replaced parts shall be our property. The Warranty does not cover the supply of consumable items like oil, grease, v-belts, seals etc. and also does not cover routine maintenance of the equipment or normal deterioration of the equipment due to atmospheric conditions and deterioration of the equipment on account of rusting, etc. due to idling or improper storage, Electric / electronic parts subject to failure from sudden electrical variations, etc. The Warranty shall not apply for normal wear and tear or damage due to negligence or improper handling by the Purchaser or his employee or agents or in case of repairs or alterations or due to damage by any cause beyond our jurisdiction.</p>	
31	Annexure 3 GCC	70	3.24.3	Limitation of Liability	<p>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.</p>	<p>Not Acceptable. Maximum liability shall be capped to 5% of contract value.</p>	As per tender.

32	Annexure 3 GCC	71	3.25	P B G	The Performance Bank Guarantee shall be of 10% of the contract value and shall be valid and be retained for Ninety (90) Days after the warranty period of the Equipment / goods supplied under the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the Contractor does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.	The Performance Bank Guarantee shall be of 5% of the contract value and shall be valid and be retained for Ninety (90) Days after the scheduled delivery period. If the Contractor does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.	As per tender.
33	Annexure 3 GCC	73	2	Attachment 1	.....) being 10% of the estimated / Annualized Contract / LOA/ LOI / Purchase Order (PO) value.....	.....) being 5% of the estimated / Annualized Contract / LOA/ LOI / Purchase Order (PO) value.....	As per tender.

All other terms and conditions of tender remains unchanged.

**Regards**

**Sun Petrochemicals Pvt. Ltd.**