

TECHNO-COMMERCIAL TENDER INVITATION

TENDER DOCUMENT NO. :	DIL/AHD/GEN/2017-001
TENDER DOCUMENT FOR:	Knock Out Drum
TENDER ISSUE DATE:	11 th AUGUST 2017
TENDER DUE DATE:	18 th AUGUST 2017 at 17.00 Hrs
COMODITY GROUP	Supply of High Pressure Vessel
QUANTITY WITH UOM	AS PER ANNEXURE – TENDER DOCUMENT
ISSUED BY:	P & C Department
TENDER FOR ITEM/PACKAGE:	Supply of Knock Out Drum for Oil & gas Project.
Tender Fees	Rs. NIL
Bid Bond	Rs. NIL
AMOUNT OF PERFORMANCE	NIL
SEURITY BOND	
DELIVERY SCHEDULE	Staggered Delivery
ACKNOWLEDGEMENT	Please acknowledge receipt of this Tender Document by email/fax.

NOTICE FOR INVITATION OF TENDER

Dear Sirs,

Deep Industries Limited (“Buyer”) invites bids through tendering for supply of Consumable related to the Work over Rig, Compressor, Safety and Personal Protective Equipment (PPE) for Drilling / Work over operation in India, from manufacturer & Suppliers meeting the Bidder’s Eligibility Criteria as per the detailed TENDER document attached.

Mode of tendering: a) Techno Commercial unpriced bid in electronic form & Hard copy.
b) Techno Commercial priced bid in Hard copy in sealed envelope.

Technical Clarification / Queries:

Contact Person: Mr. Nitin Andharia	Contact Person 2:
E Mail : nitin@deepindustries.com	E Mail :
Contact Number +91 02717 298510	Contact Number : +91
Mobile No: +91 9879610599	Mobile No: +91

Commercial Clarification / Queries:

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1.0 Techno Commercial Unpriced Bid Submission :

- 1.1 Techno Commercial **Unpriced Bid** should contain complete Technical and Commercial detail but **without price**
- 1.2 In case Bidder submits multiple Techno - Commercial bids, please maintain the Revision Number and Date on the first page of the Techno - Commercial bid, only the last revision submitted shall be considered as final.
- 1.3 If the price is mentioned by mistake or deliberately in the Techno Commercial Unpriced Bid, The said bid shall be liable for disqualification.
- 1.4 **Two(2)** sets of Hard copy of Techno-commercial **unpriced bid** in a separate sealed Envelop subscribing the **Tender Number, Tender due Date, and “Techno-commercial unpriced bid”** shall be submitted along with as mentioned in point **No.2.0**. Only price should be blanked in the **unpriced** commercial bid document.

2.0 Techno Commercial priced Bid Submission :

Hard copy of Techno-commercial **priced bid** in a separate sealed Envelop subscribing the **Tender Number, Tender due Date, and “Techno-commercial priced bid”** must be sent in hard copy to below mention address to be received on or before the tender due date.

Bids shall be sent to DIL at the following address:

Deep Industries Limited,

Attn: Mr. Nitin Andharia :

**OFFICE NO.12 A & 14 , ABHISHREE CORPORATE PARK,
OPP. SWAGAT BUNGALOWS BRTS BUS STOP,
AMBALI-BOPAL ROAD , AMBALI , AHMEDABAD-380 058
M-98256 00533 , 9909009898**

3.0 General:

- 3.1) All price bid must be as per Price Schedule.
- 3.2) Price quoted must be valid for 12 (twelve) months from the bid closure date.
- 3.3) Buyer reserves the right to reject any or all the bids received at his discretion without assigning any reason whatsoever.
- 3.4) This Invitation for Bids / Request for Quotation (IFB / RFQ) is an integral and inseparable part of the enclosed TENDER Document.
- 3.5) Buyer reserves the right to order either in part or full of the tender quantity.

4.0 New Vendor Eligibility

- 4.1 Established vendors and their ability to meet the tender requirement / volume within the specified time.
- 4.2 Complete vendor profile must be submitted along with the commercial offer for vendor evaluation by us.
- 4.3 Documentary evidence of business association with reputed customer must be submitted along with the commercial offer.

Note:-

THIS IS NOT A PURCHASE ORDER

For & On Behalf of Deep Industries Limited

Annexure: - Tender Document for Supply of Knock Out Drum

- | | | |
|---------------------|----------|--|
| Annexure I | - | Instruction to Bidder |
| Annexure II | - | Material Requisition / Technical Specifications |
| Annexure III | - | Price Break Down Structure |
| Annexure IV | - | Terms and Conditions of Purchase |
| Annexure V | - | Bidder's General Information |
| Annexure VI | - | Tender Acknowledgement |
| Annexure VII | - | Covering Letter of Sealed Tender |

TENDER DOCUMENT

DEEP INDUSTRIES LIMITED

**FOR
Supply of Knock out Drum
IN**

Compressor Division

AUGUST, 2017

TENDER NO: DIL/AHD/GEN/2017-001

Instructions to Bidders for participation in Tenders

Annexure I

- 1.1 Deep Industries Limited (DIL) is a well diversified Oil & Gas Company with business interest in Air and Natural Gas Compression Services, Workover & Drilling Rig Services and as well as Oil & Natural Gas Exploration and Production. Deep Industries Ltd. has been awarded various Onshore Exploration & Production blocks, including Coal Bed Methane Blocks. Deep Industries limited is ISO 9001:2008 & ISO 14001:2004 & BS OHSAS 18001:2007 accredited, IADC member. DIL intends to award a Rate Contract to the successful Bidder/s pursuant to this Tender enquiry for supply of various material required for projects in more detail in Annexure-II Scope of Work.
- 1.2 Tender is to be submitted by the date and time and at the location specified in these Instructions to Bidders.
- 1.3 The Bid document will be issued by DIL in the name of the bidder and is non - transferable.
- 1.4 Bidders must review this Tender Document carefully and ensure that they can supply all the necessary items, infrastructure and personnel to fully support the operations and achieve the given objectives of Material Requisition. Any deviation or substitution may be highlighted on a separate statement.
- 1.5 The Bidder is expected to and must comply with safety standards as practiced in sound international petroleum operations.
- 1.6 DIL reserves to itself the right to withdraw from the tendering process if the bids received are found unacceptable on a techno-commercial evaluation.

2.0 Specific Instructions

- 2.1 A Bidder shall fill in the form with relevant details asked for in this document.
- 2.2 The Annexure to this TENDER lays down the Scope of Supply/Work, technical specifications and price format for the tender and forms part of the TENDER.
- 2.3 By tendering an offer to supply the material, Bidder accepts the terms of this Invitation to Tender, unless otherwise specified. Agreed terms shall be included in the Binding Contract/Purchase Order. Bidder shall submit the bid based on the terms and conditions laid down in the tender document without any exception/deviation. If bidder wish to take the exception/deviation than bidder shall indicate the price and mobilization impact of the price quoted/bid. Price quoted shall be firm and inclusive of all taxes, duties, & levies - if any applicable.

3.0 Documents to be submitted with the Bid

- 3.1 Bidder shall furnish the following details in addition to details asked at other part of the TENDER:
 - Details of supply already made in past including name of buyer etc.
 - Name of signatory on Tender, his title / designation and address. Names and signatures of those authorised to act on signatory's behalf, countersigned by signatory.
- 3.2 Documentary proof of collaboration with a foreign Company (in case of joint venture), in the form of a letter from the foreign collaborator, or agreement valid up to the delivery dates of equipments with requisite Government of India / Reserve Bank of

India approvals.

3.3 Confirmation accepting the terms and condition of TENDER and Material Requisition.

4.0 Bidding Process and Filing Requirements

4.1 The bidder shall send acknowledgment and confirmation regarding their submission of bid within two (2) days of receipt of the bid package.

4.2 Tender papers must be complete in all respects and shall be submitted together with requisite information and appendices. Tenders should be complete and free from any ambiguity, change or interlineations.

4.3 The bidders bid and any annotation or accompanying documentation shall be in the English language. However, any printed literature may be written in another language provided it is accompanied by an English translation of its pertinent passages, in which case the English translation shall govern.

4.4 The bidder shall sign the proposal, stating the name of the entity to whom the Purchase Order is to be awarded. Each page of the bid shall be duly signed and sealed by an authorized officer from the Bidder's organization.

4.5 Bidders shall indicate their full postal address and telegraphic / telex / fax address in the bid document.

4.6 Bidder will submit the Bid package in its entirety and no alterations will be made to the documents or the wording therein. **The bid package will be signed by a duly authorised Officer or Representative of the Company.**

4.7 Telegraphic / Telex / Tele fax offers, whether received directly by DIL or submitted by the local agents shall not be considered.

4.8 Bids made by agents / consultants / representatives / associates will not be considered.

4.9 The bid must be kept valid for 6 (six) months from the date of bid closing. In exceptional circumstances DIL may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by cable / fax / telex. The validity of Bid bond shall also be suitably extended.

5.0 Bid-Bond / Earnest Money Deposit / Performance Bond – Not Applicable

6.0 Evaluation and Comparison of Bids

6.1 Techno-commercial evaluation:

After opening the bids, the bid document submitted by each bidder will be examined. Any bid which does not meet the technical and commercial requirements set forth in the tender document will be rejected. To assist in the technical evaluation of bids DIL may, at its discretion, ask a bidder for clarifications. The request for clarifications and the response shall be in writing. DIL will evaluate and compare all technically and commercially acceptable bids on the basis of the price format as given in the "**Annexure III –Price Schedule**". To facilitate evaluation and comparison of bids, bidders are requested to state their bid price in accordance with the price format of the tender document. The basis of award shall be the techno-commercial evaluation carried out by the Evaluation Committee.

6.2 Price Evaluation:

6.2.1 Bidders while submitting their offers should quote taking into account all benefits and concessions available to them for supplies to DIL as announced by the Government of India as on the date of tender opening. Conditional offers tied to the availability or otherwise of these concessions will be rejected. DIL will not own any responsibility / liability at any stage if such concessions are not available to the bidder and DIL will not compensate the bidder in any manner on this account.

6.2.2 Bidders shall set their prices / rates in firm figures and without any qualification. Each figure shall also be repeated in words and in the event of a discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount. Bid containing qualifying expressions 'subject to minimum acceptance' 'subject to immediate acceptance', 'subject to prior commitment' etc. will be disqualified.

7.0 Other Instructions and Tender Conditions

7.1 Acceptance of offer by DIL will be communicated by fax / letter. In case where acceptance is communicated by fax / letter, pending signing of formal Contract / Purchase Order, the instructions contained in the fax / letter should be acted upon immediately. With the issue of telegram / telex / letter of acceptance, the Contract / Purchase Order shall be deemed to have been entered into. Contract / Purchase Order shall mean and include all the contents of this tender document.

7.2 Any tender received with less than the prescribed validity period is liable to be rejected.

7.3 Payment of taxes such as income tax - corporate as well as personal taxes, and any other taxes by whatever name called, payable to Government or other bodies is the responsibility of the Seller. However, DIL shall comply with all statutory requirements in this regard whilst making payments to the Seller.

7.4 DIL reserve the right of placing phase wise order for part of quantity with in contractual period.

7.5 Offers providing for escalation of price will be rejected.

8.0 Error and Omission

8.1 Care has been taken in drafting and finalising this tender document and all the documents, information and data attached hereto, but errors and omissions are to be exempted given the size and nature of document.

9.0 Cost of Bidding – Not Applicable

9.1 Bidder has to submit Rs. NIL/- (Rupees NIL Only) as non-refundable Tender Fees the form of Demand Draft drawn in favour of "Deep Industries Limited" payable at Ahmedabad along with the Bid. Bid without Tender Fees and Bid Bond shall not be evaluated.

Annexure II

MATERIAL REQUISITION / TECHNICAL SPECIFICATIONS

THE MATERIAL REQUISITION AND ATTACHMENTS FORM AN INTEGRAL PART OF THIS RFQ AND WILL FORM THE TECHNICAL BASIS FOR ANY RESULTANT PURCHASE ORDER.

ASCOPE OF WORK THE WORK defined and described hereunder is not exhaustive. SELLER'S

Scope includes but not limited to the followings:

- 1 **Supply of GOODS as detailed in "Technical Specifications".**
- 2 **Complete design, procurement, manufacturing and supply of GOODS detailed in "Technical Specifications".**

B SCOPE OF SUPPLY

- 1 General The SELLER should have proven experience of supply of the type of GOODS offered. This section defines minimum requirements for manufacturing/ supply of GOODS. GOODS to be supplied under this RFQ shall be manufactured in compliance to specification and as per the requirements of BUYER as per the guidelines given in Annexure – III: Technical Specification.

2 Scope of Supply

The bidder shall supply the Equipment, Spares and safety items as per detailed technical specification provided below.

- 2.1 Inspection Prior to shipment, SELLER shall get the GOODS to be supplied under this PURCHASE ORDER may be inspected by DIL representative or DIL authorized agency at SELLER'S premise. SELLER shall submit to BUYER inspection report issued by DIL representative or DIL authorized agency prior to shipment. SELLER shall notify BUYER at least 10 days prior to the proposed inspection date, to facilitate DIL to depute its representative. The above inspections shall not relieve the SELLER of his responsibility to supply GOODS as per applicable specifications. SELLER shall replace or repair at its cost all GOODS, which BUYER finds not in conformance with the Agreed specifications.
- 2.2 Testing GOODS to be supplied against the order shall be subjected to testing as per standard industry practices. SELLER shall furnish a certificate of compliance that the GOODS have been manufactured, sampled, tested and inspected in accordance with standard industry practices.
- 2.3 Marking
Each and every item must be marked as per industries standard / or as per DIL Instruction.
- 2.4 Reports & Documents: SELLER shall furnish to BUYER at the time of shipment but not limited to the following reports for GOODS.
 - 2.4.1 Certificate of compliance from SELLER certifying that the GOODS are manufactured as per standard industry practices.
 - 2.4.2 DIL or DIL's approved third party inspection certificate if any (If Applicable).
 - 2.4.3 Two (02) copies of operation and maintenance manuals if any.
- 2.5 Packaging and Shipping should be as per Standard Industry Practice GOODS shall be delivered at BUYER's designated base/DIL warehouse, Ahmedabad. Packing of GOODS shall withstand rough handling during transportation. GOODS to be secured so as to prevent movement and damage during transit.

Type	Vertical, cylindrical, both end dished ends, leg supported	
Capacity	5.52 m3	
Design code	ASME Sec VIII Div. 1 Edition 2015	
Operating Pressure	30 to 55 Kg/cm2 g	
Operating Temp.	(-) 6.5 Deg. C	
Design Pressure	60 Kg/cm2 g	
Design Temp.	75 Deg. C	
Hydro Test Pressure	90 Kg/cm2 g	
Corrosion Allowance (Shell / Heads)	3 mm	
Joint Efficiency (Shell/Heads)	1/1	
Radiography (Shell/Heads)	Full	
Post Weld Heat Treatment	Yes for Shell & Dished Ends	
Post Forming Heat Treatment	Yes, SR for Dished Ends	
Part Name	Size	M.O.C.
Shell	1400 I.D. x 36 mm thk 3100 TL/TL – 1 no.	SA 516 Gr.70
Dished ends	1400 I.D. x 42 mm thk x 2:1 Ellipsoidal-2nos.	SA 516 Gr.70
Nozzle Pipes	As per Nozzle Schedule	A 106 Gr. B, Smls
Nozzle Flanges	As per Nozzle Schedule	A 105, 600# WNRF B16.5
Fasteners	Wherever required	SA 193 Gr. B7/ SA194 Gr.2H
Gasket	Wherever required	SS 304 Spiral Wound gasket graphite filled with outer rings

Mandatory Condition

- 1) Bidders must either be manufacturer / or authorised distributor / dealer of respective manufacturer and distributor / dealer certificate to be submitted with Bid Document.
- 2) All materials need to be supplied along with valid test certificates.

Basic Prices of quoted items _____
Packing & Forwarding Charges if any _____
Taxes GST _____
Total DDP Ahmedabad Price _____

Please quote prices Direct Duty Paid (DDP) Ahmedabad Basis

Annexure – IV : TERMS AND CONDITIONS OF PURCHASE

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1. DEFINITIONS

The following words and phrases shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1 "BUYER" shall mean DEEP INDUSTRIES LIMITED, its successors and assigns from time to time.
- 1.2 "DRAWINGS" shall mean the drawings, calculations, certificates and the other technical documentation to be supplied by the SELLER under the PURCHASE ORDER (whether recorded in writing or on electronic storage media).
- 1.3 "GOODS" shall mean all items to be provided by the SELLER as specified in this PURCHASE ORDER whether raw materials, processed materials, equipment, fabricated goods, services, Drawings or other documentation as applicable.
- 1.4 "PROJECT" shall mean all exploration activities undertaken by the BUYER.
- 1.5 "PURCHASE ORDER" shall mean this PURCHASE ORDER and amendments thereof and the Drawings, specifications and other documents/papers referred to therein.
- 1.6 "SELLER" shall mean the person, firm or company on whom BUYER has placed this PURCHASE ORDER.
- 1.7 "SUB-SELLER" shall mean any person, firm or company, other than SELLER, supplying GOODS or services in connection with PURCHASE ORDER to SELLER.
- 1.8 "SUB-ORDER" shall mean an order placed by SELLER on the SUB-SELLER.
- 1.9 "SITE" shall mean the place and / or location at which the GOODS are to be consumed or stored by the BUYER.
- 1.10 "GROSS NEGLIGENCE" means: any act or omission done or omitted with reckless disregard for foreseeable and harmful consequences.
- 1.11 "WILLFUL MISCONDUCT" means: any act or omission done or omitted with deliberate disregard for foreseeable and harmful consequences.

2. DELIVERY

SELLER shall be solely responsible for delivery of GOODS in accordance with this PURCHASE ORDER and for expediting all matters relating to the PURCHASE ORDER and SUB-ORDERS, if any.

SELLER shall not dispatch GOODS covered by this PURCHASE ORDER in part or whole until SELLER has received written "Release for Shipment Notice" or "Inspection Clearance" from BUYER's representative.

At the sole option and request of BUYER, SELLER agrees to delay delivery of GOODS up to sixty (60) days at no cost to BUYER.

DIL shall have option to purchase more or less quantity at the same rates, terms and conditions within 12 months from the date of issue of Letter of Award / Purchase Order.

3. QUALITY STANDARDS, INSPECTION & TESTING

SELLER shall comply with the standards of quality specified in this PURCHASE ORDER in addition to those customary in the international Oil & Gas Industry.

BUYER's right to inspect, examine, and test the GOODS. SELLER's failure to supply GOODS to be in complete conformity with the requirement of the PURCHASE ORDER shall be deemed to be reasonable grounds for rejection.

In the event that any inspection or test indicates that the GOODS fail to meet the requirements of the PURCHASE ORDER, SELLER shall take immediate steps to rectify the failure at its own cost and expense. Upon completion of said rectification, SELLER shall notify BUYER of availability of GOODS for re-inspection or retest and this procedure shall be repeated as necessary until the GOODS are deemed by BUYER to be in complete conformity with the requirements of the PURCHASE ORDER. Such procedure shall not warrant any increase in price, shall be without prejudice and shall not release SELLER from any obligations under the PURCHASE ORDER.

Notwithstanding anything contained herein above GOODS shall not be deemed accepted until BUYER's representative does a final inspection. The making or failure to make an inspection, examination or test of, or payment for, or acceptance of the GOODS shall in no way relieve SELLER from its obligation to conform to all of the requirements of this PURCHASE ORDER and shall in no way impair BUYER's right to reject or revoke acceptance of non conforming GOODS, or to avail itself of any other remedies to which BUYER may be entitled.

4. PRICING AND PAYMENT

4.1 The prices herein specified shall include all charges and expenses incurred by SELLER in connection with scope of supply & services mentioned at Material Requisition (Annexure II) are fixed and firm for a duration of one (1) year from the date of issue of Letter of Award or PURCHASE ORDER. Prices shall not be subject to any escalation or adjustment, unless otherwise stated herein. .

4.2 SELLER shall be paid as per below schedule:

4.2.1 100% of the supply portion payment within 45 days of delivery of required GOODS to BUYER in accordance with the terms of the PURCHASE ORDER & Submission of correct invoice, all shipping documents and any and all other documentation which may be required, including Drawings, data, manufacturing record books, installation instructions and all final required documents as called for in the PURCHASE ORDER.

4.2.2 Payment may, however, be withheld or portions thereof may be deducted if in BUYER's reasonable opinion, GOODS have not been supplied in accordance with the provisions of this PURCHASE

ORDER.

5. EXCISE & CUSTOMS DUTIES

5.1 Excise Gate Pass Required

6. VARIATION IN TAXES, DUTIES & LEVIES

The Total Order Value shall be adjusted on account of any variations in statutory levies imposed by competent authorities by way of fresh notification(s) within the stipulated delivery period only. However, in case of reduction in taxes, duties and levies after the stipulated delivery period up to the date of actual delivery, the benefits of the same shall be passed on to the BUYER.

No other taxes, duties, royalties & levies other than those specified above will be payable by BUYER.

Notwithstanding what is stated above, changes in taxes, duties & levies shall be applied only to that portion of PURCHASE ORDER not executed on the date of notification by competent authority.

Taxes & duties on raw materials & bought out components are included in Total Order Value and are not subject to any escalation or variation for any reason whatsoever.

7. DOCUMENTATION & INVOICING INSTRUCTION

7.1 PACKING LIST

Packing lists must show all the following information and details:

- PURCHASE ORDER number, item number, and quantity.
- Commercial description of the material (no abbreviations, brand or trade names) matching the PURCHASE ORDER.
- Total number of items/materials in each package/case.
- Total number of packages/cases, sizes, M3, gross and net weights (in kilos) of each package.
- Grand total of packages/cases, gross weight (kilos) and cubic meters.
- Airfreight shipment made by airline and flight number(If applicable)
- AWB number and date..... (If applicable).
- Shipped fromto.....

This consignment comprises: (retain relevant statement)

The full supply against PURCHASE ORDER number.....

Part of the supply against PURCHASE ORDER number.....

The balance of the supply against PURCHASE ORDER number...

NOTE: ALL PAGES OF THE PACKING LIST MUST BEAR THE COMPANY STAMP OF SELLER AND BE SIGNED BY AN AUTHORISED REPRESENTATIVE OF SELLER.

Immediately on dispatch of GOODS SELLER shall send the communication to the address as per PURCHASE ORDER, by courier or facsimile, the following information and attach a copy of the same to the final invoice:

PURCHASE ORDER number

- Description and quantity of GOODS
- No. of Packages, Gross Weight & Value
- Mode of Dispatch, DC No & Date.
- LR/RR No. & Date
- Shipment Control Number
- Name of Transporter
- Release for Shipment Notice / Inspection Clearance Reference

7.2 Distribution of Shipping Documents

Total shipping documentation must be ready at the same time as the GOODS, distribution of which will be as follows:

- a) Inside each case/package:
 - One (1) copy of packing list
 - Two (2) copies of assembly instructions (as applicable)
 - Two (2) copies of manufacturer's instructions (as applicable)
 - One (1) copy of material test certificates for bulk materials
 - One (1) copy of spare parts data
- b) One (1) copy of packing list shall be placed in a waterproof envelope, securely fastened to outside of each case and protected by a metal strip.

7.3 INVOICING

Invoices shall cover only items or portions thereof actually shipped. Any duties, penalties or fines resulting from incorrect invoicing will be to the account of SELLER.

Where GOODS have been delivered to SITE in accordance with the terms of the PURCHASE ORDER. Invoices shall be accompanied with a signed copy of delivery challan duly acknowledged by DIL representative at SITE. In those cases where GOODS are to be assembled or commissioned and made operational at SITE, a certificate from DIL's representative, to the effect that the GOODS are assembled/commissioned and made operational, must accompany the invoices.

All invoices shall contain the following details

- PURCHASE ORDER NO. & Date.
- Exact schedule in PURCHASE ORDER to which invoice relates.
- Excise and Sales Tax registration numbers (if applicable).

One (1) original invoice and one (1) copy of invoice shall be made out and submitted to:

**DEEP INDUSTRIES LIMITED
OFFICE NO.12 A & 14 , ABHISHREE CORPORATE PARK,
OPP. SWAGAT BUNGALOWS BRTS BUS STOP,
AMBALI-BOPAL ROAD , AMBALI , AHMEDABAD-380 058
M-98256 00533 , 9909009898**

8. WARRANTIES

The SELLER shall warrants that the GOODS delivered are against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by the BUYER). The SELLERS warrantee shall be eighteen (18) months from the date of completion of delivery (the Defects Liability Period). If during the Defects Liability Period any GOODS are found to be defective, they shall be promptly replaced or rectified by the SELLER at its own cost (including the cost of dismantling and reinstallation) on the instructions of the BUYER. Further, if for the purpose of rectifying the defect the GOODS are to be removed from SITE then the cost for such removal, transportation and re-delivered and installation back shall be borne by the SELLER.

9. PERFORMANCE BANK GUARANTEE – Not Applicable

10. LIQUIDATED DAMAGES

Time is the essence of this PURCHASE ORDER and SELLER shall meet the date stipulated for delivery of GOODS.

In the event the SELLER fails to supply the GOODS as per delivery schedule mentioned in this PURCHASE ORDER, BUYER may, without prejudice to any other right or remedy available under the PURCHASE ORDER, recover from the SELLER as agreed liquidated damages and not by way of penalty to the extent of, 1%(one percent) of Total Order Value of GOODS per week of delay or part thereof subject to a maximum of 10%(ten percent) of Total Order Value of GOODS. Should the PURCHASE ORDER specify staggered delivery of GOODS by assigning delivery priorities, only for the sake of levying liquidated damages, each priority shall be treated as a separate PURCHASE ORDER and the Total Order Value shall be the value of GOODS required to be supplied by SELLER for each priority.

BUYER shall deduct the sum of liquidated damages for delay from any monies due or that may become due to SELLER or if such monies are insufficient, SELLER shall forthwith pay the deficient amount within five (5) days of BUYER's written request.

11. RETURN OF REJECTED GOODS

BUYER shall have the right to return to SELLER, at SELLERS cost and risk any GOODS delivered in defective condition or containing error.

All GOODS rejected shall be taken back by SELLER within fifteen (15) days of intimation of rejection by BUYER. Rejected GOODS shall be at SELLER's risk from the time of intimation of such rejection and BUYER shall not be liable for any shortages or quality deterioration of such GOODS.

BUYER at its sole discretion shall have the option to dispose the GOODS so rejected and not taken back within forty-five (45) days from the date of intimation of rejection. (We should reduce this date since our storage space will be blocked)

12. SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS, ETC.

Any specifications, plans, drawings, patterns or designs supplied by BUYER to SELLER in connection with PURCHASE ORDER shall remain the property of BUYER.

Title to all DRAWINGS, specifications and other documents specifically prepared by SELLER or SUB-SELLER in connection with GOODS shall vest in BUYER and BUYER shall have the right to use these DRAWINGS, specifications, calculations and other documents without any obligation of any kind to SELLER or SUB-SELLERS.

13. ON-SITE SERVICES OF SELLERS REPRESENTATIVES

In the event BUYER requires services of SELLERS representative at SITE, SELLER agrees to provide the same and services of such representative shall be separately contracted.

14. AFTER SALES SERVICE

Notwithstanding the provisions of clause 13, SELLER agrees to provide effective after sales services as reasonably requested by BUYER, and shall attend to problems and queries relating to GOODS or technical services in a timely manner throughout the warranty period. If thereafter after sales services are to be provided by SELLER on a regular basis then the same shall be separately contracted.

15. COMPLIANCE

SELLER warrants that all GOODS sold hereunder have been manufactured, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the GOODS are subject. SELLER shall execute and deliver to BUYER any documents as may be required to effect or to evidence such compliance. SELLER hereby indemnifies, defends and holds BUYER and its affiliates harmless from and against any and all claims, legal actions, final judgements, attorney's fees, fines and other losses which any of them may incur as a result of the sale or delivery to BUYER hereunder of GOODS which do not meet any or all requirements of any such laws and regulations.

16. NONDISCLOSURE

SELLER shall maintain in strict secrecy and shall not divulge to any third party (except to SUB-SELLERS accepting a like obligation of secrecy, and then only to the extent necessary for the performance of SUB-ORDERS) any information, DRAWINGS, data and documentation furnished by BUYER to SELLER in connection with the PURCHASE ORDER or becoming known to SELLER through its performance of work under the PURCHASE ORDER, in so far as it is not clearly in the public domain. SELLER undertakes not to copy or make abstracts of documents relating to the PURCHASE ORDER on its behalf, or on behalf of third parties. These obligations shall continue notwithstanding the completion of the work under the PURCHASE ORDER.

If so requested by BUYER, SELLER further agrees to require its employees and its SUB-SELLERS and their employees to execute an appropriate nondisclosure agreement prior to performing any work under this PURCHASE ORDER

17. FORCE MAJEURE

The term "Force Majeure" means any of the following events or circumstances, or any combination of such events or circumstances, which are beyond the reasonable control of the affected party, which could not have been prevented by good oil and

gas industry practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the full or part performance of the affected party and its obligations under the PURCHASE ORDER:

War (whether declared or not), act of terrorism hostilities, epidemics, riots, earthquake, typhoon, cyclone, flood, landslide, fire, explosion, strike by national category of workers, acts of God, delay, suspension and stoppage of work caused by governmental action.

Force Majeure shall specifically not include occurrences as follows:

- Late delivery of materials caused by congestion at SELLER's or SUB SELLERS facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- Late performance by SELLER and/or SUB-SELLER caused by unavailability of equipment, supervisors or labour, inefficiencies or similar occurrences.
- Mechanical breakdown of any item of SELLER's or its SUB-SELLER's equipment, plant or machinery.
- Delays due to ordinary storm or inclement weather or non-conformance by SELLER or SUB-SELLER.

Financial distress of SELLER or its SUB-SELLER.

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under the PURCHASE ORDER, the relative obligation in full or part of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which cause lasts.

Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than ten (10) days give written notice of such event to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the obligation for a continuous period of more than 30 days, the parties shall meet and determine the measures to be taken.

Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits to the extent, such delay or failure is caused by Force Majeure.

18. INFRINGEMENT

SELLER hereby indemnifies, defends and holds harmless BUYER and its affiliates, against any claim, suit, or proceeding which is based upon a claim, whether rightful or otherwise, that any GOODS, or any part thereof, furnished by SELLER under this PURCHASE ORDER, constitutes an infringement of any patent, copyright, trademark or trade secret and SELLER shall bear all resulting damages and costs. In case said GOODS, or any part thereof, are, in such, suit held to constitute infringement and/or use is enjoined, SELLER shall, at its own expense, subject to the following provisions, either procure for BUYER an irrevocable, royalty free license to continue using such goods, or with BUYER's prior written approval, replace same with substantially equal but non infringing GOODS or modify them so they become non

infringing, provided that no such replacement or modification shall in any way amend or relieve SELLER of its warranties and guarantees set forth in this PURCHASE ORDER nor make the goods inferior in performance.

Notwithstanding any proprietary legends or copyright notices to the contrary, BUYER may copy or reproduce documents and information furnished by SELLER in connection with SELLER's proposal and with this PURCHASE ORDER and distribute such copies or reproductions to others for the limited purposes of designing, operating, maintaining or licensing the Project.

SELLER is responsible for obtaining necessary permission and releases from any third parties placing proprietary rights or copyrights on such documents or information and, hereby holds harmless and defend BUYER and its affiliates against any and all claims, suits or proceedings based upon a claim whether rightful or otherwise that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by BUYER.

19. TERMINATION

19.1 TERMINATION FOR DEFAULT

BUYER may terminate the whole or any part of SELLER's performance of work under this PURCHASE ORDER in any one of the following circumstances: (1) if SELLER fails to make delivery of the GOODS or to perform within the time specified herein or any extension thereof; or (2) if SELLER delivers non conforming GOODS; or (3) if SELLER fails to provide adequate assurance of SELLER's ability to meet the quality standards or the delivery date(s) of this PURCHASE ORDER; or (4) if SELLER fails to perform any of the other provisions of this PURCHASE ORDER in accordance with its terms or so fails to make progress as to endanger performance of this PURCHASE ORDER; or (5) if SELLER makes a general assignment for the benefit of its creditors, becomes insolvent or institutes or has instituted against it a proceeding in bankruptcy. In the event of any such failure, BUYER will provide SELLER with written notice of the nature of the failure and BUYER's intention to terminate for default. In the event SELLER does not cure such failure within ten (10) days (except for (5) for which no cure period shall apply) of such notice, BUYER may, by written notice, terminate this PURCHASE ORDER.

In the event BUYER terminates this PURCHASE ORDER in whole or in part as provided in this clause, BUYER may procure, upon such terms and in such manner as BUYER may deem appropriate, GOODS similar to those so terminated and SELLER shall be liable to BUYER for any additional costs for such similar GOODS; provided that SELLER shall continue the performance of this PURCHASE ORDER to the extent not terminated under the provisions of this clause.

SELLER agrees to assist BUYER in the event that re-procurement action is necessary as a result of default, by cooperation in the transfer of information, in the disposition of work in progress or residual material, and in the performance of other reasonable requests made by BUYER.

20. GOVERNING LAW & ARBITRATION

20.1 The PURCHASE ORDER, including all matters connected with this PURCHASE ORDER shall be governed by the Indian Laws both substantive

and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Ahmedabad, India.

20.2 The parties shall, in the first instance, attempt to resolve any disputes arising out of or connected with this PURCHASE ORDER through good faith negotiations. Notwithstanding the foregoing, any dispute not resolved within the earlier of 30 days of the commencement of such negotiations or 60 days after the first notification of the existence of a dispute by a party may be referred to arbitration by either party. Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Ahmedabad, India and the language to be used in the arbitral proceedings shall be English.

20.3 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgement upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgement or order of enforcement, as the case may be.

21. ENTIRE AGREEMENT

This PURCHASE ORDER embodies the entire agreement between BUYER and SELLER. The parties hereto shall not be bound by or liable for any statement, representation, promise or understanding not set forth herein.

No changes, amendments or modifications of any of the terms and conditions and Scope of Supply hereof shall be valid unless such changes, amendment or modifications is duly signed by representatives of both parties.

22. ORDER OF PRECEDENCE

In resolving conflicts, discrepancies, errors or omissions the following order of precedence shall be used:

1. Any amendments to the PURCHASE ORDER
2. PURCHASE ORDER PRICE SCHEDULE
3. Material Requisition
4. General Terms & Conditions of Purchase

23. INSURANCE

SELLER may arrange at its cost the insurance of GOODS from SELLER's warehouse to BUYER's warehouse basis and any insurance claim shall be the responsibility of SELLER.

24. LIABILITIES & INDEMNITIES

24.1 BUYER shall indemnify and hold SELLER, its subcontractors harmless from and against all claims, proceedings, liabilities, losses, damages, costs and expenses whatsoever arising out of or resulting from personal injury, including fatal injury, to any BUYER's personnel and the personnel of any affiliate of BUYER resulting from or relating to the performance of this Purchase Order. However, the foregoing shall not apply to the extent negligence or gross negligence or willful misconduct of SELLER, its sub-contractors or personnel caused or contributed to such injury.

- 24.2 Except as described in Article 24.1, Seller shall be responsible for, and shall indemnify and hold BUYER, affiliates of BUYER and its personnel harmless from and against all claims, proceedings, liabilities, losses, damages, costs and expenses whatsoever arising out of or resulting from :
- (a) Personal injury, including fatal injury of the SELLER 's employees and to any third party personnel;
 - (b) loss or damage to the existing and other property including BUYER supplied equipment and other property of BUYER, of the personnel of BUYER or affiliates of BUYER;
 - (c) SELLER's equipment and to other property of SELLER and of third parties, resulting from or relating to the performance of this Purchase Order whether or not such loss or damage results from or is caused or contributed by negligence. However, the foregoing shall not apply to cases where negligence or Gross Negligence or Willful Misconduct of the BUYER, or affiliate of the BUYER or its personnel caused or contributed to such injury, loss or damage.
- 24.3 Without prejudice to any indemnity provisions of this Purchase Order neither party (BUYER or SELLER) shall be liable to the other for loss of revenue, anticipated profit or production, or any other consequential or indirect loss or damage arising out of or in connection with the implementation thereof.
- 24.4 SELLER, in the performance of Purchase Order, shall conduct its operations with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall abide by the existing laws on the subject. SELLER will act with due diligence and conform to established sound international petroleum industry practices. SELLER shall ensure that all SELLER's and their subcontractor's personnel do their utmost to avoid contamination or pollution of the environment resulting from discharge, disposal, release or escape of garbage, chemicals, lubricants, fuel or other materials, and SELLER shall hold harmless and indemnify BUYER from and against any and all claims and liabilities arising from or relating to such contamination or pollution, caused by breach of duty by any of the SELLER's or their subcontractor's personnel.

BIDDER'S GENERAL INFORMATION

Bidders shall furnish their particulars as under

- 1-1 Bidder's Name:
- 1-2 Number of years in the Business :
- 1-3 Registered Address :
- 1-4 Work Address
If different from above :
- 1-5 Telephone Number :
- 1-6 E-mail address & Web site :
- 1-7 Fax Number :
- 1-8 Service : Non Office Hours
Communication :
- 1-9 Parent Company (if any) :
- 1-10 Bidder Officials (include
management organizational
chart)

(a) Chief Executive Officer :

(b) Head of Interpretation:

(c) Head of QA/ QC :

(d) Head of HSE :

1-11 Bidder's Registration Number (if any)

1-12 Details of Joint Ventures (if any)

1-13 Bankers detail

1-14 Auditors

1-15 Insurance

1-16 **SUMMARY OF PREVIOUS EXPERIENCE: A**

statement in the following format showing list of contracts successfully executed for similar services by the Bidder during the last five (5) years:

:

Name of Customer	Details of Services	Qty in GLKM/ Sq. kms	Period From – To	Remarks (Please mention any specialized processing technique used)

1-17 **Please also enclose a copy of latest financial statements including Balance Sheet & Profit and Loss Account & Auditor's report**

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder: _____

Tender Acknowledgement

Date:

Deep Industries Limited
**OFFICE NO.12 A & 14 , ABHISHREE CORPORATE PARK,
OPP. SWAGAT BUNGALOWS BRTS BUS STOP,
AMBALI-BOPAL ROAD , AMBALI , AHMEDABAD-380 058
M-98256 00533 , 9909009898**

Kind Attn: Mr. Nitin Andharia

Tender for Supply of KNOCK-OUT DRUM FOR GAS COMPRESSION Operation in India.

Dear Sirs,

We acknowledge receipt of your Invitation to Tender Documents for the above and we agree to maintain confidentiality in regard to the Invitation to Tender and the contents thereof.

We confirm that (* delete as applicable)

* We have checked the Documents and have / have not received all items listed.

We confirm that:

* We intend to submit a bona fide Tender by the date and time stated in your Letter of Invitation to tender for the following scope of work:

1. Supply of KNOCK-OUT DRUM

* We do not intend to submit a Tender and return all the Tender Documents under separate cover.

We confirm that:

* We have received all of the documents listed in the Letter of Invitation to Tender and in the contents pages of each section, without damage and in usable condition.

The following listed documents were not received or were damaged and unusable.

Name of Tendering Company:

Signature:

Name (printed):

Position:

Date:

Tel:

Fax:

Annexure - VII

COVERING LETTER OF SEALED TENDER

Contractor's Fax: _____
Address: _____
Telephone No.: _____
Email id : _____
Code Used: _____

From :

To :

Deep Industries Limited,
**OFFICE NO.12 A & 14 , ABHISHREE CORPORATE PARK,
OPP. SWAGAT BUNGALOWS BRTS BUS STOP,
AMBALI-BOPAL ROAD , AMBALI , AHMEDABAD-380 058
M-98256 00533 , 9909009898**

Dear Sir,

I / We hereby offer to render the supply detailed in Tender document hereto or such portion thereof as you may specify in the acceptance of tender at the price given in Annexure III "Fees and Invoices" and agree to hold this offer open till _____.

I / We have understood the "Instruction to Tenderers" and accepted the "Condition of Contract" for the service and have thoroughly examined the specifications of the requirement detailed in Schedules and am / are fully aware of the nature of the supply required and my / our offer to render the services.

I / We am / are submitting the tender and have enclosed all enclosures.

Signature of the Bidder with Date: