

ADL Coordinates Pvt.Ltd.  
B-76, NICE Area, MIDC Satpur, Satpur  
422007 Nashik (13) India

# ACCEPTANCE LETTER

Company GSTIN NO: 21AAACI2628B1ZE

Order No: 7500120438 Date: 21-Mar-2024

Project: 9989

EPCC2 PARAXYLENE 800KMTA INDIA

Delivery Conditions  
NOT APPLICABLE

Messers :

Tecnimont Private Limited

Tecnimont House,  
Chincholi Bunder, 504, Link Road, Malad (W),  
Mumbai - 400064 - India

Payment Terms:  
Please refer Contract Text

k.a. MEKDE HEMANT

Buyer : MEKDE HEMANT - Ph.+91-22-66945655 - e-mail: H.Mekde@tecnimont.in  
Procurement Coordinator : STEPHEN MURUGAIAH - Ph. - email: S.MURUGAIAH@TECNIMONT.IN  
Specialist : - Ph. - e-mail:  
Inspection Coordinator : - Ph. - e-mail:  
Shipping Coordinator : PURVI NAIK - Ph.+91-22-66945645 - email: P.Naik@tecnimont.in

## Supply description:

-Third Party Technical Consultancy Service

We are pleased to award the here below items at the conditions here in defined:

POS.	DESCRIPTION	M.U.	Q.TY	CUR	UNIT PRICE	TOTAL PRICE	DELIVERY DATE
1	AAI NOC for Tall Structures (STACKS) The item covers following services:	AU	1	INR	150,000.00	150,000.00	25-May-2024
	10 Z92000_AU_IND_001 Payroll Process Service	AU	150000	INR	1.00	150,000.00	
TOTAL AMOUNT						150,000.00	INR

## Notes:

- 1) A.U means activity unit & M.U. means measuring unit.
- 2) The above-mentioned amount is the initial estimate of the total amount due to SUBCONTRACTOR for the execution of the SERVICES excluding Goods and Service Tax (G.S.T.). The actual amount due to SUBCONTRACTOR shall be arrived based on the actual SERVICES rendered by the SUBCONTRACTOR. Refer below Price break up:
- 3) Quantities and unit rate mentioned above are for representation purpose only. For realistic quantities and unit rates, please refer the Price List Annexure 1.

## P R E F A C E

i. Tecnimont S.p.A, Sole Shareholder Company, Subsidiary of Maire Tecnimont S.p.A. is a company incorporated under the laws of the Republic of Italy and having its registered office at Via Gaetano de Castillia 6A, Milano 20124, Italy.



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ii. Tecnimont Pvt. Ltd., an integral part of the Maire-Tecnimont Group, Italy, is a company incorporated in India having its registered office at Tecnimont House, Chincholi Bunder, 504 Link Road, Malad [W], Mumbai - 400064, Maharashtra, India.

iii. Indian Oil Corporation Limited (IOCL), India's flagship national oil company with business interests straddling the entire hydrocarbon value chain – from Refining, Pipeline transportation and Marketing of petroleum products to exploration & production of crude oil & gas, marketing of natural gas and petrochemicals (herein after referred to as OWNER) is implementing a 0.8 MMTPA Paraxylene (PX) Plant at their Paradip Refinery in Odisha under EPCC 02 package (hereinafter referred to as PROJECT), ISBL Licensed Unit of UOP Honeywell, USA (hereinafter referred to as LICENSOR) including other facilities .

iv. M/s. Toyo Engineering India Pvt. Ltd (Toyo), having its office at Kanjurmarg (E), Dist. Thane, Maharashtra has been appointed by OWNER for providing Project Management Consultant (PMC) services for the PROJECT.

v. Tecnimont S.p.A. – Milano, Italy and Tecnimont Pvt. Ltd., Mumbai, India have formed an un-incorporated consortium (herein after referred to as "CONSORTIUM") for submission of bid documents for execution of the PROJECT on EPCC (Engineering, Procurement, Construction and Commissioning) basis. On being declared as the successful bidder, the OWNER has awarded the Contract to the CONSORTIUM for implementation of the PROJECT on LSTK basis.

vi. Tecnimont Pvt. Ltd. as a member of CONSORTIUM (herein after referred to as "CONTRACTOR") hereby engage the SUBCONTRACTOR for "AAI NOC approval for Tall Structure (STACKS) and Survey as per NOCAS Guidelines" (hereafter referred to as "SERVICES") for the PROJECT, through this Contract (hereafter referred to as "SUBCONTRACT") as described in the documents attached hereto (hereinafter referred to as SUBCONTRACT DOCUMENTS).

vii. SUBCONTRACTOR means M/s. ADL Coordinates Pvt. Ltd; a company incorporated in India having its registered office at B-76, Nice Area, Satpur MIDC, Satpur, Nashik, Pin 422007, Maharashtra.

viii. CONTRACTOR and SUBCONTRACTOR sometimes referred to in the SUBCONTRACT, individually, as a "PARTY" and together, as the "PARTIES".

ix. The SUBCONTRACTOR after having carefully evaluated the SUBCONTRACT DOCUMENTS and satisfied himself with the nature and extent of the SERVICES to be carried out and the difficulties and charges associated therewith through a review of the SUBCONTRACT DOCUMENTS, declares that he is willing to carry out the SERVICES in accordance with the conditions set forth in the SUBCONTRACT.

x. The SUBCONTRACTOR also declares to have the necessary skillfulness, experience, authorization, certification by relevant authority and the necessary financial resources for the workmanlike execution and completion of the SERVICES in accordance with the conditions set forth in the SUBCONTRACT.

### DEFINITIONS:

EFFECTIVE DATE is the date on which the SUBCONTRACT becomes effective as specified in clause no. 2 below.

SUBCONTRACT DOCUMENTS means the documents specified in Article 1 below.

NOW THEREFORE, in consideration of the above mentioned recitals and mutual covenants contained herein, the CONTRACTOR and the SUBCONTRACTOR hereto agree to enter into this SUBCONTRACT under the terms and conditions set forth hereinafter:

### 1. PREAMBLE



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This SUBCONTRACT includes the following documents:

- 1.1 Subcontract No. 7500120438
- 1.2 Price List-Annexure-1 (Issue 03)
- 1.2 Scope of Services-Annexure-2 (Issue 02)

The above listed documents are to be considered as mutually explanatory one another. In the event of any ambiguity or conflict among the SUBCONTRACT documents listed above, the order of precedence shall be the order in which they are listed above.

The SUBCONTRACT replaces and supersedes any and all previous documents exchanged between the parties in respect of the subject matter thereof, under the terms and conditions herein specified.

Should errors, omission or inconsistencies be found during the performance of the SERVICES in the SUBCONTRACT or the SUBCONTRACT DOCUMENTS, the SUBCONTRACTOR shall immediately notify the CONTRACTOR for resolution. The SUBCONTRACTOR will abide by the interpretation given by CONTRACTOR and will have no entitlement to a change in the SUBCONTRACT PRICE as a result of such interpretation.

## 2. DURATION OF SUBCONTRACT

The duration of the SUBCONTRACT for SERVICES to be undertaken by the SUBCONTRACTOR is expected to be as per the following dates unless terminated earlier. The period of the SUBCONTRACT may be reduced or extended for a further period with mutual consent.

- Start Date: March 25, 2024
- Submission of online application on NOCAS / AAI website: Within April 25, 2024 for date of award of Subcontract
- Receipt of final NOC from competent statutory authority: On or before May 25, 2024
- Expiry of the SUBCONTRACT: One month from the date of actual completion of SERVICES.

## 3. OBLIGATIONS OF THE SUBCONTRACTOR

3.1 The SUBCONTRACTOR shall, at his own risk and responsibility, provide everything necessary for the execution of the SERVICES under the SUBCONTRACT according to the terms and conditions stated therein. The obligations arising out of or connected with the fulfilment of the SUBCONTRACT shall be at the charge of the SUBCONTRACTOR, except insofar as it is otherwise expressly provided in the SUBCONTRACT.

The SUBCONTRACTOR's obligations stated in the SUBCONTRACT shall not be limited thereto and the SUBCONTRACTOR shall not refuse to assume obligations that are not expressly mentioned in the SUBCONTRACT but are necessary for the fulfilment of the SUBCONTRACT.

### 3.2 SCOPE OF SERVICES

3.2.1 The SUBCONTRACTOR shall provide SERVICES in accordance with the "Scope of Services-Annexure: 2" and attachments mentioned therein.

3.2.2 SUBCONTRACTOR shall render proper SERVICES such as but not limited to as stated above by his experienced, courteous and professionally qualified personnel.

3.2.3 The SUBCONTRACTOR shall take all measures for the completion of the SERVICES within the prescribed time limit by CONTRACTOR.

3.2.4 The SUBCONTRACTOR shall in their execution of SERVICES under SUBCONTRACT, adhere to any procedures and routine established by CONTRACTOR and instructions thereon.



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3.2.5 The SUBCONTRACTOR has to follow all Safety, Health and Environment (HSE) rules & regulations in force. In case of non-compliance of any of these rules and regulations by SUBCONTRACTOR or his personnel, the SUBCONTRACTOR shall be held responsible.

3.2.6 The Scope of Services shall be deemed to be completed with the issuance of the final report based on the successful performance test at site.

#### 4. RESPONSIBILITIES & LIABILITIES OF SUBCONTRACTOR

4.1 The SUBCONTRACTOR shall perform and respectively supply remedial services to correct any error, omission or defect within his part of the SERVICES.

4.2 CONTRACTOR shall not be liable to the SUBCONTRACTOR for any claim for loss or profits or any other consequential or indirect damages suffered by the SUBCONTRACTOR.

4.3 SUBCONTRACTOR shall at all-time keep CONTRACTOR fully indemnified against any consequences arising out of SUBCONTRACTOR's own or on account of SUBCONTRACTOR's representative/personnel default or negligence.

4.4 SUBCONTRACTOR shall comply in all respects with the provision or statutes, rules and regulations applicable to him and or to his personnel and indemnify CONTRACTOR in these respects.

4.5 In addition to legally required insurance, the SUBCONTRACTOR shall insure his personnel at his own expense throughout the period, in which the SERVICES are rendered, and shall maintain insurance with major Insurance Companies against any injury/risk including flight risk that may occur during the execution of the SERVICES and indemnify CONTRACTOR in these respects.

4.6 SUBCONTRACTOR shall apply for and obtain the issue and renewals of all permits, licenses or other permission that may be necessary or proper by reason of the obligations undertaken and/or imposed on the SUBCONTRACTOR by or under this SUBCONTRACT. The SUBCONTRACTOR shall also maintain and keep all prescribed necessary and proper registers, books and records as are required to be maintained and kept under any law for the time being in force in connection with the obligations undertaken by the SUBCONTRACTOR under this SUBCONTRACT.

4.7 Given that all information, contents, details concerning this SUBCONTRACT supplied either directly or indirectly by CONTRACTOR to the SUBCONTRACTOR shall be treated as CONFIDENTIAL INFORMATION, the SUBCONTRACTOR undertakes:

4.7.1 to use the CONFIDENTIAL INFORMATION exclusively for the performance of the SERVICES assigned to him under the SUBCONTRACT, to maintain the CONFIDENTIAL INFORMATION confidential and to prevent disclosure to third parties without the prior written consent of CONTRACTOR as per the letter of Confidentiality signed by the SUBCONTRACTOR.

#### 5.0 TAXATION

5.1 SUBCONTRACTOR shall pay all taxes, levies, duties, cesses, royalties, assessments and withholdings of every nature due in connection with the SERVICES of SUBCONTRACTOR, its personnel, including all payroll deductions required by the laws of the country and hereby indemnifies and holds CONTRACTOR harmless from any liability on account of any and all such taxes, levies, duties, cesses, royalties, assessments and withholdings and any penalties or surcharges thereon.

5.2 Goods & SERVICES Tax, as applicable, shall be reimbursed by the CONTRACTOR to the SUBCONTRACTOR on the face of Invoice issued by the SUBCONTRACTOR as per the rules against necessary documents, subject to the same is deposited by the SUBCONTRACTOR within the stipulated time limit prescribed under GST Law & Rules and to



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the extent made available to the CONTRACTOR for availing credit of the same as reported by GSTN Portal.

### 5.3 Errors of Interpretation

The SUBCONTRACTOR agrees and confirms that any errors of interpretation of applicability of taxes/duties by the SUBCONTRACTOR shall be to the SUBCONTRACTOR'S account.

### 6. PRICES

#### 6.1 Compensation conditions:

6.1.1 The SERVICES under this SUBCONTRACT shall be compensated in accordance with the price list Annexure 1, above.

6.1.2 The compensation due to the SUBCONTRACTOR from CONTRACTOR for the SERVICES under this SUBCONTRACT and relevant payment terms are based on independent study by the SUBCONTRACTOR and on a fair analysis of the SERVICES to be performed.

6.1.3 The compensation indicated in "Price List"-Annexure:1' includes all expenses such as but not limited to CONTRACTOR'S cost providing SERVICES, transportation cost, Fees, wages of his Personnel, allowances, PF, Medical expenses and any other allowances, overhead, profit, insurances, all taxes & duties (except G.S.T. which if applicable shall be mentioned separately in the Invoice) and any other incidental or contingent cost etc. CONTRACTOR shall not have any liability except to pay the charges mentioned as above for the SERVICES completed satisfactorily.

6.1.4 Compensation for SERVICES shall cover all obligations of whatsoever nature and amount, except expressly provided in the Price List or otherwise in the SUBCONTRACT.

#### 6.2 Price Validity:

Prices agreed between the PARTIES as per the SUBCONTRACT shall be fixed and not subject to escalation, up to the fulfilment of Contractual Obligations of both the PARTIES.

### 7.0 PAYMENT & INVOICING TERMS

7.1 Fifty Percent (50%) of the total SUBCONTRACT Price as an advance prior to the scheduling of the site survey.

7.2 Balance Fifty percent (50%) of the total SUBCONTRACT Price on receipt of approval / NOC from AAI.

7.32 The SUBCONTRACTOR shall raise invoices in one (1) original and one (1) copy clearly mentioning the SUBCONTRACT number, SUBCONTRACTOR'S PAN number & G.S.T. Registration Number separately along with supporting documents, to CONTRACTOR (routed through the SITE MANAGER) at the following address:

Tecnimont Private Limited,  
Tecnimont House, Chincholi Bunder,  
504 Link Road, Malad(W),  
Mumbai-400 064, Maharashtra, India

Tel.:91-22-6694 5555

The invoices shall be sent to Mr. Abhijit Phadke - HS & E Dept.

Copy of the invoices shall be marked to below email id with mentioning the subject, Project No, Contract No and Subcontractor Name:



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- Accounts.payable@tecnimont.in

7.3 Payments shall be released within 30 days of receipt of SUBCONTRACTORs invoice along with relevant documents, through NEFT / RTGS under counting from next 10th or 25th of the month, whichever comes first as cut-off dates.

7.4 First payment will be made subject to receipt of "Acceptance Letter" duly signed & stamped without any reservation by SUBCONTRACTOR's authorized representative.

#### 7.5 BANK ACCOUNT DETAILS:

The payment of invoices related to this SUBCONTRACT shall be made by CONTRACTOR at the following bank account details.

1. Bank Name: ICICI BANK LIMITED
2. Bank Address: MAHATMA NAGAR, NASHIK
3. IFSC code: ICIC0001088
4. Account Number: 108805002703

The SUBCONTRACTOR undertakes to insert, if it hasn't already been done before, the above-mentioned bank account details on the MET Group Vendor Management platform (www.suppli.com).

Similarly, if the SUBCONTRACTOR has to change the bank account details indicated in the present Article "Bank Account Details", SUBCONTRACTOR undertakes to update the bank account details through the MET Group's Vendor Management platform.

The SUBCONTRACTOR shall also communicate the variation of the bank account details by sending an e-mail to the following address:

bankdtls@tecnimont.in

sent only by one of the following e-mail addresses of the SUBCONTRACTOR.

- [marketing@adlcoordinates.com]
- [marketing@rgistech.com]

The variation of bank account details must be reflected by means of an amendment to this Contract. In order to allow CONTRACTOR to use the newly communicated bank account details such amendment must be formalized between the Parties.

In the event that the bank account details shall be indicated in the invoices related to this Subcontract, such bank account details shall only be used by SUBCONTRACTOR if corresponding to the ones indicated in this Article "Bank Account Details".

It remains understood that CONTRACTOR shall pay the invoices related to this Contract at the bank account details indicated in the present Article or reflected in an amendment to this Contract: if such payment should not be successful in no event CONTRACTOR shall be responsible for such failure and CONTRACTOR shall be completely relieved by the SUBCONTRACTOR from the relevant payment obligations.

#### 8.0 ASSIGNMENT

The SUBCONTRACTOR shall not assign nor Sub-Contract or in anyway transfer any of his rights of



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the SUBCONTRACT to any other Person, Associate, Firm, Company or Sub-Contractor without first obtaining the consent in writing of CONTRACTOR.

### 9.0 FORCE MAJEURE

FORCE MAJEURE for the purpose of the SUBCONTRACT shall mean an exceptional event or circumstance which is beyond the control of a PARTY and could not have been foreseen, prevented or overcome by the said PARTY.

Neither PARTY shall be liable for any failure to fulfil and observe any term of the SUBCONTRACT, if fulfilment and/or performance of the terms of the SUBCONTRACT has been prevented by the FORCE MAJEURE event without any fault and/or negligence of the said PARTY.

For or the avoidance of doubt, FORCE MAJEURE shall not include: inclement weather conditions the Strikes which are arisen from the execution of the SUBCONTRACT and/or the LOWER TIER SUBCONTRACT and Confiscation third party breach, delay in payment or commercial hardship, other impediment in progress or completion of the WORKS or other acts by the government / statutory authorities which are due to SUBCONTRACTOR's acts/ omission/ fault / non-compliance/ formalities to be fulfilled by SUBCONTRACTOR and/or its LOWER TIER SUBCONTRACTOR.

As this SUBCONTRACT has been negotiated and came into force during the ongoing phase relating to the COVID-19 pandemic, the PARTIES hereby agree that the present phase relating to the COVID-19 pandemic shall not be considered as an event of Force Majeure under this SUBCONTRACT with regard to any possible delays, unless a significant exacerbation of COVID-19 pandemic emergency occurs, which is such as to prevent or in any case severely hamper the carrying out of the contractual obligations on the part of the SUBCONTRACTOR despite of all reasonable measures and mitigation plan implemented by the SUBCONTRACTOR.

### 10. TERMINATION OF SUBCONTRACT

#### 8.1 Optional

CONTRACTOR may at its option terminate for convenience any of the work under the SUBCONTRACT in whole or in part at any time by written notice to the SUBCONTRACTOR.

#### 10.2 Default

SUBCONTRACT shall be terminated by CONTRACTOR in case of misbehaviour, disobedience, dishonesty or negligence on the part of SUBCONTRACTOR and/or his personnel or delay in inspection release and/or delay in inspection exclusively to SUBCONTRACTOR or SUBCONTRACTOR's failure to execute, complete and deliver the SERVICES within the specified/reasonable time as decided by CONTRACTOR.

10.3 Upon any such termination, SUBCONTRACTOR shall waive any claims for damages including loss of anticipated profits, on account thereof, but as the sole right and remedy of SUBCONTRACTOR, CONTRACTOR shall pay in accordance with the following:

All amounts due and not previously paid to SUBCONTRACTOR for Work/SERVICES completed in accordance with the ORDER prior to such notice of termination, and for Work/SERVICES thereafter completed as specified in such notice.

10.4 CONTRACTOR shall not be liable to the SUBCONTRACTOR for any claim for damages, or for loss of anticipated profit for, on account of or arising from the termination in whole or in part, of the SUBCONTRACT.

### 11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Any disputes arising out of the SUBCONTRACT or breach thereof which are not amicably settled between the PARTIES shall be finally settled by Arbitration in accordance with the rules of Indian Arbitration and Conciliation act 1996. The place of Arbitration shall be Mumbai, India, and High Court of Mumbai, India shall have exclusive jurisdiction with respect to any application or petition made or appeal taken under the Indian Arbitration Act 1996, as amended.



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supplemented, or superseded.

11.2 Where the dispute between the PARTIES is referred for resolution pursuant to Sub-article 10.1 above, the obligations of PARTIES under this SUBCONTRACT shall be unaffected. In particular SUBCONTRACTOR shall not be entitled to suspend the performance of SERVICES.

11.3 This SUBCONTRACT shall be governed by Indian Law.

### 12. CODE OF ETHICS

The SUBCONTRACTOR ensures that during the performance of the SUBCONTRACT, the Maire-Tecnimont Group Code of Ethics is applied. The Code of Ethics is available on the Internet address <http://www.mairetecnimont.com/en/governance/documenti-societari/codiceetico/code-of-ethics/view>

### 13. ACCEPTANCE

This SUBCONTRACT shall enter into force upon receipt on part of the CONTRACTOR, of the "Acceptance Letter", and relevant attachments, duly signed and stamped on each page with no deviations, that must be received within 7 days from this document issue date.

### 14. ATTACHMENTS

14.1 Price List - Annexure 1 (Issue 03)

14.2 Scope of Services-Annexure-2 (Issue 02)




-----"This is the last line of this document" -----



We hereby accept all general and particular conditions, prices and any other rule fixed by your Purchase Order and any Enclosure thereto, wholly and exactly as above transcribed and/or referred to and duly initialed on all pages.

Stamp and Signature






OWNER  Indian Oil Corporation Limited	<b>ANNEXURE – 1 PRICE LIST</b>			<b>CONTRACTOR ID. CODE</b>	
PMC  Toyo Engineering India Pvt. Ltd.	<b>AAI NOC APPROVAL FOR TALL STRUCTURE (STACK) AND SURVEY REQUIRED AS PER NOCAS GUIDELINES</b>			<b>9989-ZZ-PL- 10156351</b>	
CONTRACTOR  <b>TECNIMONT</b>	PROJECT: 1.2 MMTPA PX PTA	UNIT: EPCC 02 0.8 MMTPA Paraxylene	LOCATION: PARADIP, ODISHA	Sheet 1of 1	Issue- 03

## PRICE LIST

03	Issued for Contract	H. Mekde	H. Mekde	Mahesh Lingam	21.03.2024
02	Revised for Final Offer	H. Mekde	Mahesh Lingam	Mahesh Lingam	23.01.2024
01	Issued for Enquiry	H. Mekde	Mahesh Lingam	Mahesh Lingam	08.12.2023
<b>Issue</b>	<b>Description</b>	<b>Prepared</b>	<b>Checked</b>	<b>Approved</b>	<b>Date</b>

Contract No. 7500120438

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OWNER  Indian Oil Corporation Limited	<b>ANNEXURE – 1 PRICE LIST</b>			<b>CONTRACTOR ID. CODE</b>	
PMC  Toyo Engineering India Pvt. Ltd.	<b>AAI NOC APPROVAL FOR TALL STRUCTURE (STACK) AND SURVEY REQUIRED AS PER NOCAS</b>			9989-ZZ-PL- 10156351	
CONTRACTOR 	PROJECT: 1.2 MMTPA PX PTA	UNIT: EPCC 02 0.8 MMTPA Paraxylene	LOCATION: PARADIP, ODISHA	Sheet 2of 2	Issue- 03

### SUBCONTRACT PRICE




The Subcontract Price is deemed to include any and all impact for the SUBCONTRACTOR to comply with the Subcontract Schedule and the requirements as defined in the Scope of Services - Annexure 2.

Sr. No.	Description	Unit of Measurement	Qty.	Unit Price in INR	Total Price in INR
1.0	All-inclusive Price for " <b>AAI NOC APPROVAL for Tall Structure (STACK) and Survey required as per NOCAS GUIDELINES</b> " as per Subcontract Documents.	Lumpsum	1	150,000.00	150,000.00
	<b>Total in words:</b>				

### NOTES:

- 1.0 The above prices shall be exclusive of Goods & Service Tax (GST) and same will be reimbursed by CONTRACTOR to SUBCONTRACTOR upon providing the proof of payment of GST to Government of India.
- 2.0 The total price shall be inclusive of all statutory fees, transportation / travel charges of SUBCONTRACTOR'S Personnel & Equipment and any other expenses required to complete the SERVICES.
- 3.0 The above prices shall be inclusive of necessary site visit(s) requirements including travel, lodging & boarding for performance of SERVICES.
- 4.0 The above prices shall be inclusive of number of applications to be made to AAI.






OWNER  <b>Indian Oil Corporation Limited</b>	<b>ANNEXURE – 2 SCOPE OF SERVICES</b>  <b>AAI NOC APPROVAL FOR TALL STRUCTURE (STACK) AND SURVEY REQUIRED AS PER NOCAS GUIDELINES</b>			<b>CONTRACTOR ID. CODE</b>  <b>9989-ZZ-PL- 10153727</b>	
PMC  <b>Toyo Engineering India Pvt. Ltd.</b>	PROJECT: 1.2 MMTPA PX PTA	UNIT: EPCC 02 0.8 MMTPA Paraxylene	LOCATION: PARADIP, ODISHA	Sheet 1 of 2	Issue- 02
CONTRACTOR 					

<b>SCOPE OF SERVICES</b>
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02	Issued for Subcontract	H. Mekde	H. Mekde	Mahesh Lingam	26.03.2024
01	Issued for Bid Inquiry	H. Mekde	Mahesh Lingam	Mahesh Lingam	08.12.2023
<b>Issue</b>	<b>Description</b>	<b>Prepared</b>	<b>Checked</b>	<b>Approved</b>	<b>Date</b>

**SUBCONTRACT NUMBER –7500120438**

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<small>OWNER</small>  <b>Indian Oil Corporation Limited</b>	<b>ANNEXURE – 2 SCOPE OF SERVICES</b>			<b>CONTRACTOR ID. CODE</b>	
<small>PMC</small>  <b>Toyo Engineering India Pvt. Ltd.</b>	<b>AAI NOC APPROVAL FOR TALL STRUCTURE (STACK) AND SURVEY REQUIRED AS PER NOCAS GUIDELINES</b>			<b>9989-Z3-PL- 10134137</b>	
<small>CONTRACTOR</small> 	<small>PROJECT: 1.2 MMTPA PX PTA</small>	<small>UNIT: EPCC 02 0.8 MMTPA Paraxylene</small>	<small>LOCATION: PARADIP, ODISHA</small>	<small>Sheet 2 of 2</small>	<small>Issue- 02</small>

## 1.0 SCOPE OF SERVICES

This document defines the Scope of Services for performing under the Subcontract conditions, as well as the minimum standards of performance, quality, and acceptability of " **AAI NOC APPROVAL FOR TALL STRUCTURE (STACK) AND SURVEY REQUIRED AS PER NOCAS GUIDELINES**" (hereinafter referred as "SERVICES") for "EPCC 02. 0.8 MMTPA Paraxylene unit of IOCL at Paradip, Orissa" as further described herein.




All activities that could be reasonably construed to be part of the performance of the services are included in the Scope of Services, unless specifically excluded herein.

Detail Scope of Services is defined in the following documents:

- i) Document No. 4240-SZ-SR-0000000003 Rev 01 "" **AAI NOC APPROVAL FOR TALL STRUCTURE (STACK) AND SURVEY REQUIRED AS PER NOCAS GUIDELINES**"

**SUBCONTRACT NUMBER – 7500120438**




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OWNER  INDIAN OIL CORPORATION LIMITED	<b>SERVICE REQUISITION FOR AAI NOC APPROVAL FOR TALL STRUCTURE (STACKS) AND SURVEY AS REQUIRED PER NOCAS GUIDELINE</b>			OWNER/PMC IDENT. CODE <b>-NA-</b>	
PMC  TOYO ENGINEERING INDIA PRIVATE LIMITED				CONTRACT NO: EPCC-02	
CONTRACTOR  <b>Tecnimont</b> Tecnimont Private Limited				CONTRACTOR IDENT. CODE <b>4240-SZ-SR-0000000003</b>	
	PROJECT: 1.2 MMTPA PX-PTA PROJECT	PLANT / UNIT: PARAXYLENE (PX)	LOCATION: PARADIP, ODISHA STATE, INDIA	Sheet 1 of 6	Rev. 01

## EPCC-02: 0.8 MMTPA PARAXYLENE (PX) PLANT





### SERVICE REQUISITION FOR AAI NOC APPROVAL FOR TALL STRUCTURE (STACKS) AND SURVEY AS REQUIRED PER NOCAS GUIDELINE

01	Issued for Order	S.Langote	A.Phadke	A.Phadke	22.03.2024
00	Issued for Inquiry	A.Deb	S.Langote	A.Phadke	28.11.2023
Rev.	Description	Prepared	Checked	Approved	Date

OWNER  <b>INDIAN OIL CORPORATION LIMITED</b>	<b>SERVICE REQUISITION FOR AAI NOC APPROVAL FOR TALL STRUCTURE (STACKS) AND SURVEY AS REQUIRED PER NOCAS GUIDELINE</b>			OWNER/PMC IDENT. CODE <b>-NA-</b>	
PMC  <b>TOYO ENGINEERING INDIA PRIVATE LIMITED</b>				<b>CONTRACT NO: EPCC-02</b>	
CONTRACTOR 				CONTRACTOR IDENT. CODE <b>4240-SZ-SR-0000000003</b>	
<b>PROJECT:</b> 1.2 MMTPA PX-PTA PROJECT		<b>PLANT / UNIT:</b> PARAXYLENE (PX)	<b>LOCATION:</b> PARADIP, ODISHA STATE, INDIA	Sheet 2 of 6	<b>Rev. 01</b>

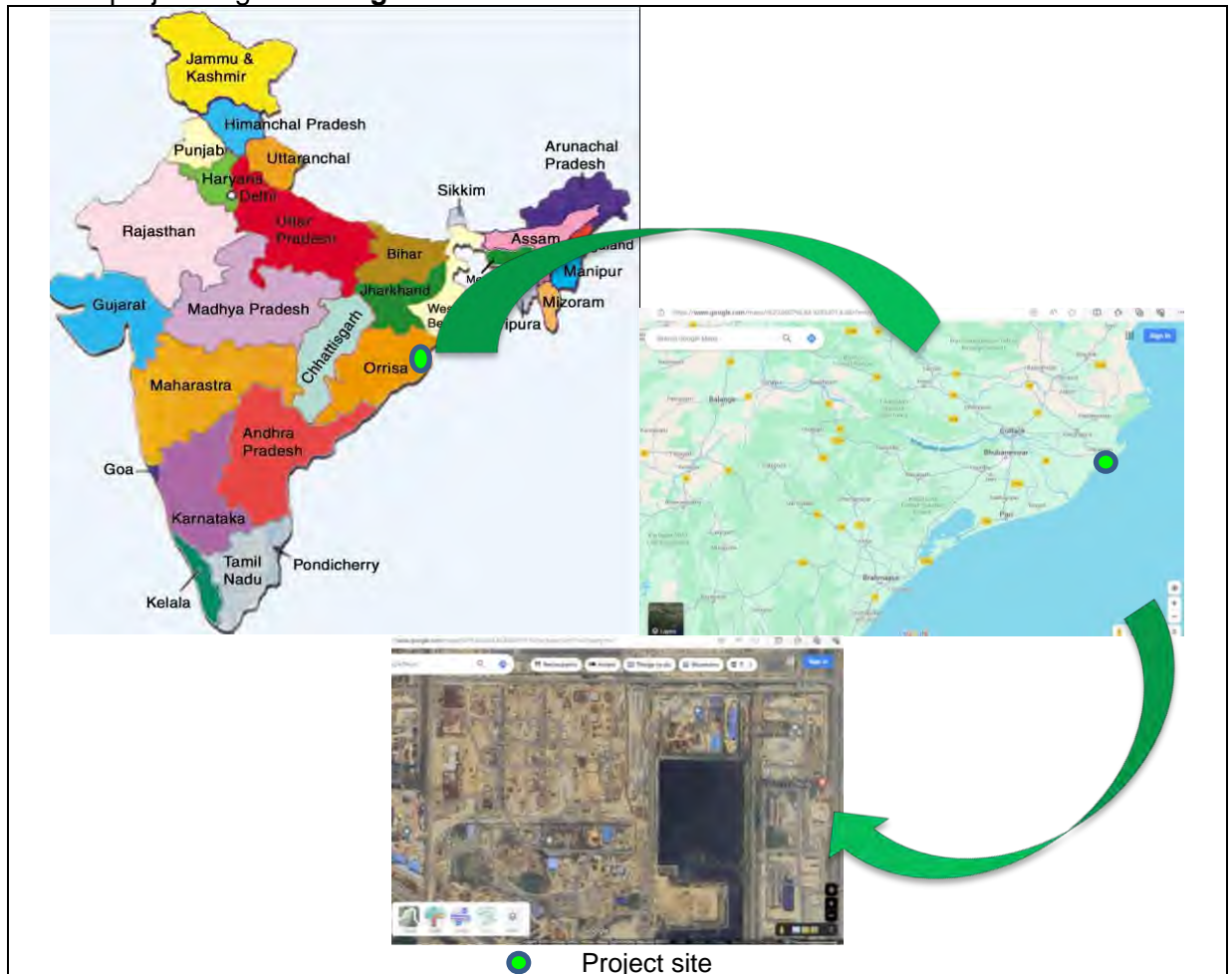
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PMC  TOYO ENGINEERING INDIA PRIVATE LIMITED		CONTRACT NO: <b>EPCC-02</b>			
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## 1 FOREWORD

The basic requirement of this document is to highlight the scope of Statutory approvals and permits to be obtained by the appointed third-party agency for India Oil Corporation Ltd's 0.8 MMTPA Paraxylene Plant (1.2 MMTPA PX – PTA Project), IOCL Refinery, Paradip, Odisha. The indicative location of project is given in **Figure-1**.







**Figure-1** Map showing indicative location of project site

This Document will help the agency to understand the complete scope of statutory approvals and permits to be obtained in this project.

## 2 DEFINITIONS

COMPANY	<b>INDIAN OIL CORPORATION LIMITED (IOCL)</b>
LICENSOR	<b>HONEYWELL UOP</b>
PMC	<b>TOYO ENGINEERING INDIA PRIVATE LIMITED (TEIPL)</b>
CONTRACTOR	<b>TECNIMONT S.p.A. AND TECNIMONT PVT. LIMITED</b>
Agency	<b>THIRD PARTY APPROVAL SERVICE PROVIDER</b>

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### 3 SCOPE




This document defines broad scope of Services required from a Reputed Third-Party Consultant to obtain statutory approval/ NOC from Airport Authority of India (AAI) for the Height Clearance (including tall structures) of the PX unit. The intent is to obtain height clearance for entire plot of the PX unit by checking applicability of NOC from all applicable airports as per NOCAS. The proposed 1.2 MMTPA PX – PTA Project, is part of the prestigious IOCL Refinery, Paradip, Odisha.

As a general, Scope of the Consultant shall be to prepare the necessary documentation and follow up with AAI/DGCA for obtaining (NOC) approval as per NOCAS guideline and carry out the necessary site survey of plant in order to obtain co-ordinates required as per NOCAS guidelines.

The consultant's scope shall include but not be limited to the followings:

1. Propose modification in the format (if required) of the documents and drawings prepared by TCMPL to make it suitable for submission to AAI/NOCAS.
2. Submission of the documents to AAI for obtaining NOC (online or physical mode as requested). If online submission is required, Consultant to ensure that documents in soft are legible and size criteria mentioned in NOCAS or latest guidelines are followed.
3. Selected consultant to confirm that for subject purpose only AAI NOC is required. Also, applicability of DGCA or other aviation body to be confirmed by selected consultant.
4. To carry out the necessary site survey and provide site elevation and co-ordinate certificate as stated in NOCAS guidelines. Consultant to check the latest NOCAS guidelines and ensure same is followed.
5. Contractor understanding is "The accuracy requirement for site elevation is 0.5 m AMSL. The accuracy requirement for WGS-84 Coordinates is 1/10th of a second in the format of DD MM SS and position accuracy should be within 3 meters". However selected Consultant to ensure that accuracy requirement is in line with latest requirement in order to obtain NOC.
6. As per NOCAS guideline, Coordinates and site elevation Certificates can be clubbed together. Consultant to check separate applications are required for each elevated structure (column/stack) and Plant or it will be a common application for all the elevated structures and Plant to obtain NOC, accordingly needful to be done. A Standard Format is available on NOCAS website for this purpose which should be self-attested by the applicant. Selected Consultant shall verify this point and do needful.
7. Once the survey is done, Consultant shall submit the site survey report and site elevation certificate to CONTRACTOR and then submit same for NOCAS application.
8. Consultant shall indicate if any other necessary documents are required to obtain NOC. Also, where Client/OWNER (IOCL) authorization letter is required, Consultant shall provide a draft letter and accordingly such letter will be obtained from IOCL.
9. As per NOCAS guidelines, surveyed site coordinates and site elevation may be obtained from Survey of India. Alternatively, the certificate in standard format (available in NOCAS website) may be obtained from Government departments like CPWD/State PWD or Govt. approved Department/Agency authorized for the purpose/ Railways/MES. Aerodrome Operators for their



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respective cities {e.g. Delhi International Airport Limited (DIAL), Mumbai International Airport Limited (MIAL), Bengaluru International Airport Limited, and Hyderabad International Airport Limited}, Urban Local Body authorized/licensed Surveyors/Architects/Engineers or AAI Empaneled Surveyors may also issue certificate if they are authorized for this purpose. Selected Consultant to ensure that they are authorized AAI Empaneled surveyors.

10. Liaising and follow up with the AAI/ DGCA authorities if required.
11. Liaising with IOCL authorities as required and when instructed. This should be done through CONTRACTOR ONLY.
12. CONTRACTOR UNDERSTANDs that subject application will be done by opening an online account on the websites of NOCAS/AAI. Consultant to confirm this understanding and keep CONTRACTOR updated on each step-in order to keep track of the progress.
13. Considering there is one flare stack of 140 meters height, a heater stack of 90 meters and a Process Column of 90 meters in the plot, Consultant to verify if separate online application is required for each stack/equipment and plant or common application is to be made. Also, consultant to verify if NOC application is required for any other minor structure in the plot. As a reference, some of the structures in plant are shown in general layout of plant as **Attachment-1**.
14. Plot size of entire PX plant can be calculated from the overall plot plan attached with this WR, however it is approximately 2,18,700 m<sup>2</sup>. Plot around stacks/equipment can be calculated from the attached drawings. The scope of work area of project is shown as demarcated in **Attachment-2** drawing.
15. Agency to note that survey work shall commence within 10 days of receipt of Purchase Order and shall complete in 2 days time period. The NOC shall be obtained within 3 weeks after survey completion.

Consultant if required shall also make himself available for meetings with TCMPL to address the issues like clarity on the inputs required for obtaining such AAI NOC / DGCA approval.

All the fee towards travel, lodging & boarding of the consultant, site visit (unlimited) required for survey, liaising and follow up with authorities if any shall be included by the consultant in his quotation.




Agency is required to complete the work within end of May 2024.

#### 4 PLANT DESCRIPTION:

INDIAN OIL CORPORATION LIMITED ("LICENSEE") has recently commissioned a 15 MMTPA grass root refinery at Paradip, Odisha, India. With an objective to add more value to complex product slate IOCL intends to install an Aromatics Complex in its facility at Paradip Refinery.

The primary purpose of the Aromatic Complex is the production of 800 KMTA Paraxylene and 50 KMTA Toluene.

The Aromatic Complex will include the following units in UOP's Scope of Design:

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- Sulfolane<sup>TM</sup> Process Unit (Extractive Distillation) ["Sulfolane Unit"]
- Tatoray<sup>TM</sup> Process Unit ["Tatoray Unit"]
- UOP Benzene -Toluene Fractionation Unit ["B-T Fractionation Unit"]
- UOP Xylenes Fractionation Unit including Reformate Splitter, Clay Treaters, Xylene Column and Heavy Aromatics Column ["Xylenes Fractionation Unit"]
- Parex<sup>TM</sup> Process Unit ["Parex Unit"]
- Isomar<sup>TM</sup> Process Unit ["Isomar Unit"]

The Complex will be designed to produce 800 KMTA of Para-xylene and 50 KMTA of Toluene (@ 8000 operating hours per year) by processing the depentanized reformate from upstream CCR-Platforming unit.

Heavy naphtha/MS Blend Stock from the complex is to be used as a gasoline pool blending component with a required product specification of 104RONC (min) and 0.8 Vol% Benzene (max).

## 5 SUBMISSION OF DOCUMENTS

The agency shall highlight all the required documents (including no. of sets, size of drawing) to be submitted to the authorities for obtaining approval.

To the Extent possible, Approvals/stamping in Soft format is to be ensured. In case of Hard copy stamping, scan copy of all such approved documents shall be provided by agency.

The agency will have a meeting with contractor in contractor's office to discuss and finalize the list of required documents.

Attachment-1: General layout of plant and Attachment-2: Demarcated Plot (for better understanding of the agency about the plant) are given in this document.

Consultant to give step-wise procedure, approach & methodology, schedule at beginning of project and status of work on regular basis.

## 6 CONTACT PERSON FOR TECHNICAL MATTERS IN TCML MUMBAI

Mr. Abhijeet Phadke – [A.Phadke@tecnimont.in](mailto:A.Phadke@tecnimont.in)

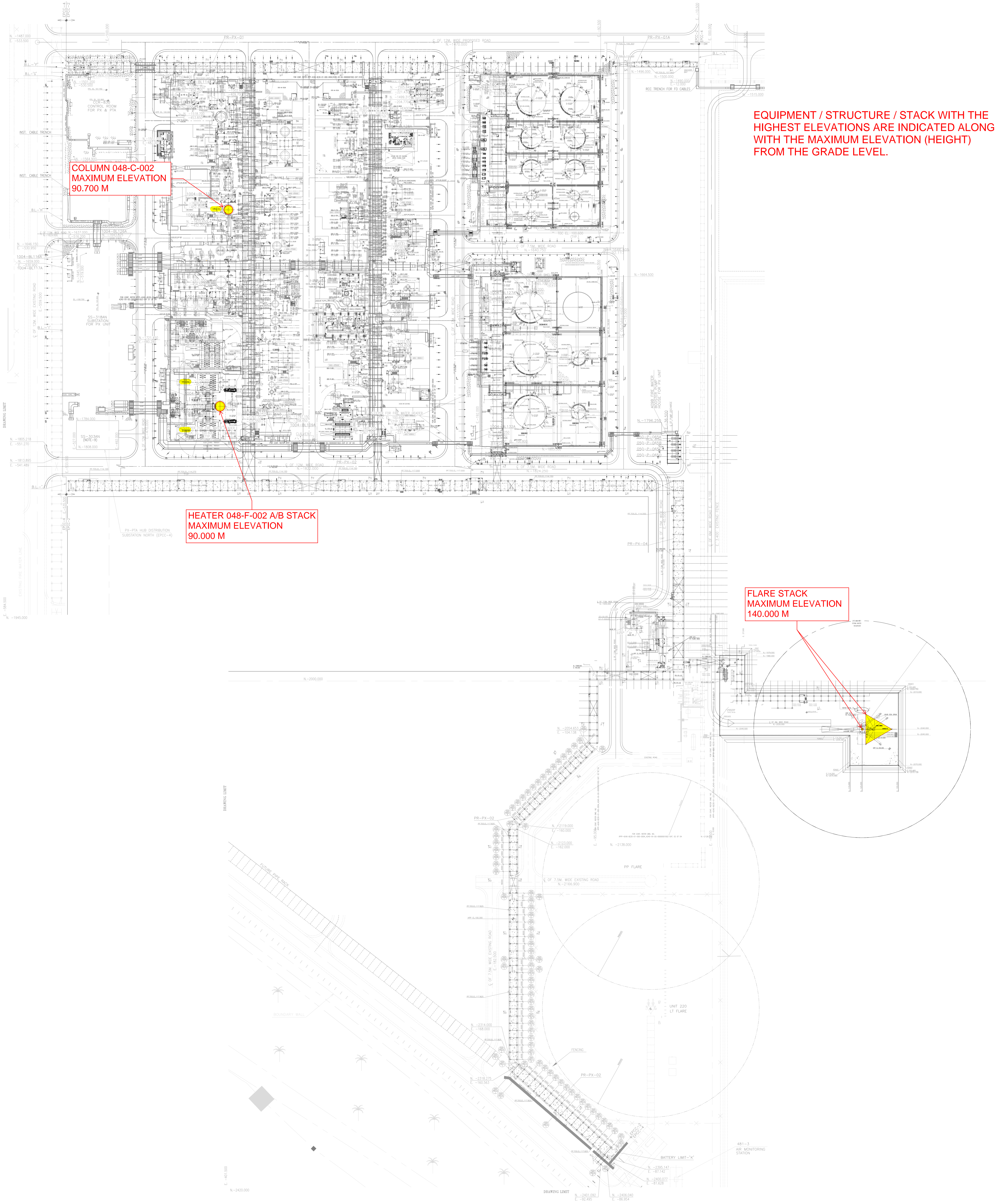
Mr. Shyamsunder Langote – [S.Langote@tecnimont.in](mailto:S.Langote@tecnimont.in)

## 7 ATTACHMENTS

Attachment-1: General Layout of Plant

Attachment-2: Demarcated Layout of Plant

# Attachment-1: General layout of plant



EQUIPMENT / STRUCTURE / STACK WITH THE HIGHEST ELEVATIONS ARE INDICATED ALONG WITH THE MAXIMUM ELEVATION (HEIGHT) FROM THE GRADE LEVEL.

COLUMN 048-C-002  
MAXIMUM ELEVATION  
90.700 M

HEATER 048-F-002 A/B STACK  
MAXIMUM ELEVATION  
90.000 M

FLARE STACK  
MAXIMUM ELEVATION  
140.000 M

Attachment-2: Demarcated Indicative Layout of Plant

