

## Proposal

For

**TPI**

**IOCL**

To:

**TEST BANGALORE**

office address of bangalore site address of bangalore Mobile: 9999999999999999 Landline no: landline of bangalore Fax: fax of bangalore Email: Bangalore@tuv W: bangalore

FROM

**TUV India Private Limited**

803,804,805, Raheja Plaza I, LBS Marg, QA Ghatkopar (W), Mumbai - 400086 803,804,805, Raheja Plaza I, LBS Marg, QA Ghatkopar (W), Mumbai - 400086 India Maharashtra 400086

Quotation Ref No	Q/07/08/Mum/2020/19
Date	27/08/2020
Kind Attention	Mahantesh
Designation	Manager
E-Mail ID	mahantest@sdfkljfs
Mobile No/Landline No	9999999999999999

## Introduction

### TUV India Pvt Ltd : Making Our World Safer

With over 14,000 employees, TÜV NORD GROUP is one of the largest technical service providers, offering its advisory and inspection expertise in over 100 countries throughout the world. Areas of activity include Industrial Services, Certification, Testing, Product Certification, Mobility, Training, and IT. TÜV NORD GROUP occupies a unique position in the sector based on its work in the fields of natural resources and aerospace and is firmly committed to its guiding principle and watchword: **“Expertise for your Success”**.

TUV India Pvt. Ltd. was established in 1989 as part of the German RWTÜV group's Indian operations, now the TÜV NORD GROUP, as one of the first Certification Bodies to start operations in India; since then, it has been closely associated with the quality revolution in India. With over 1100 employees in more than 25 locations across India, TUV India is never far from its customers. TUV India Pvt. Ltd. Provides diverse services in Industrial Inspection Services, Management System Certification, Infrastructure. Construction, Project Management, Laboratory Testing, Training, Automotive Services, Product Testing & Certification, Sustainability Services and Renewable Energy.

For more details please visit our web page through the following link or simply scan the QR code.

<https://www.tuv-nord.com/in/en/services/major-projects-industrial-inspection-services/oil-and-gas/>



**Subject:**

Proposal for TPI services

**Ref :**

email dated 27.08.2020

Dear Sir / Madam , Thanku for your enquiry

**Scope of Work:**

As per approved QAP

**Deliverable:**

IVR

IRN

**Communication Protocol:**

TUV India shall handle all activities related to Co-Ordination under this contract. Inspection Calls/Any communications related to shall be sent to the following mail ids

AMIT NAIK

SUNIL JADHAV

**Professional fees:**

8000 PER DAY

**Payment terms:**

AS per terms & condition

**Validity:**

Our offer Q/07/08/Mum/2020/19 dated: 27/08/2020 shall be valid for 30 days from the date of offer. Upon acceptance our prices will be held firm till Jan 20, 2020.

**Terms & Conditions:**

- The GENERAL TERMS AND CONDITIONS F/MR/27 Rev 05 Revision date: 20/06/2020 of TUV INDIA shall form an integral part of this quotation and shall apply to all services offered by TUV India

We trust you will find the above offer competitive and realistic to provide required level of service and look forward to be associated with you in this prestigious project. In case you need any further clarifications / comments, please contact us, we will be pleased to furnish the same promptly.

Yours faithfully,  
For TUV India Private Limited



Kaustubh Inamdar

**Encl:**

F/MR/27 Rev 05 Revision date: 20/06/2020

Acceptance of Quotation

I/We confirm the acceptance of TUV India's Proposal no. Q/07/08/Mum/2020/19 dated 27/08/2020. General Terms and conditions (attachment-I) accompanying with this proposal.

Client signature & Company's seal \_\_\_\_\_ Date \_\_\_\_\_

Name / Designation: \_\_\_\_\_

F/MR/27 Rev 05  
Revision date: 20/06/2020

## GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED

### 1 GENERAL

TUV India Private Limited (referred as TUV India) established in India in August 1989 provides expert services, including inspection services, in the areas as defined in the Memorandum of Association of the Company.

### 2 CONTENT OF CONTRACTS

The scope and conditions of contracts concluded by TUV India shall be governed by the related written confirmation of order. Until this written confirmation of order is issued by TUV India no offers shall be binding with regard to performance, price and dates. These General Terms and conditions along with the terms of the TUV India offer letter and any amendments thereto shall apply to the contract. Any other terms & conditions or General T&C of other parties shall not be made part of the contract even though TUV India does not expressly contradict them. TUV India shall provide its services only in accordance with the applicable standards / codes & scope agreed in the contract/OAP/ITP. Unless expressly agreed in writing, TUV India shall not be responsible for checking or for the correctness of the safety regulations and safety programs upon which its inspection and evaluations are based. No addition, alteration or substitution of these Terms and Conditions will bind TUV India or form part of this Contract unless it is expressly accepted in writing by an authorized TUV India representative who expressly states in writing that TUV India is agreeing to alter these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will Prevail. TUV India shall report the result of inspections through its own formats like Inspection Visit Report, Inspection Release Note/ Certificate or client supplied formats at the agreed stages to the interfaces declared by client.

### 3 ASSISTANCE

The client shall ensure that all the necessary assistance on his part or on the part of persons he engages to help in performance of the contract shall be provided in good time and at no expense to TUV India. Such assistance shall include, but not be limited to, access to documented inspection history, safe site access, timely availability of key interface, preparation of items for inspection in good time, permission to carry out necessary audits on TUV India as part of accreditation and approval process by regulatory, certification & accreditation bodies if & when required. Such assistance must be in accordance with relevant applicable standards, safety provisions and accident prevention regulations. The client or the persons/parties he/she engages shall ensure restriction of access to the inspected items and the equipment/facilities used for inspection by unauthorized persons. In case of doubt TUV India shall have the right to confirm the continuing suitability for the intended purpose of the inspected items and the equipment/ facilities used for inspection by means of visual inspection, functional checks, additional tests if required, verification of records and/or recalibration of the equipment/facility. The client shall be liable for the extra expense entailed by late or improper assistance on his part. TUV India shall be entitled to charge for this extra expense in addition even if a fixed or maximum price has been agreed. In the same way, the client shall bear any expenses incurred owing to the fact that work has to be repeated or is delayed because of his late, incorrect or incomplete information or if the inspection cannot be accomplished due to adverse weather conditions or vendor related factors. The client or the persons/parties he/she engages shall take responsibility to provide a safe place of work for TUV India's inspectors. If the inspector is exposed to unsafe work conditions, the inspection activity shall not be conducted till the conditions are rectified & considered to be safe.

### 4. LIABILITY LIMITATION

In providing Services, information, or advice, TUV India does not warrant the accuracy or genuineness of any information or advice supplied or report signed. Unless otherwise agreed upon specifically and confirmed by TUV India in writing neither TUV India nor its engineers or representatives are liable for any damage, loss or expense arising out of the services or advice provided by TUV India, its engineers and representatives. Nevertheless, TUV India is liable in case of proven willful misconduct or gross negligence on its part or on the part of its engineers and representatives in the case of loss, damage or expenses incurred due to the advice or service provided by TUV India, its engineers or representatives. In no case shall the liability exceed the pro - rata fees paid / payable to TUV India for the services or advice provided for that particular equipment, component or part thereof which caused the damage, loss or expense. The aggregate liability of TUV India in respect of this contract, in tort or otherwise, shall not exceed 20% (twenty percent) of the contract price actually received. TUV India, its engineers and representatives are not liable to any person or party with whom there is no direct contract for the particular service. The inspection by TUV India Pvt. Ltd., issue of inspection report, review of Test Certificates / Reports and issue of Inspection Release Note / Certificate does not relieve the Client/ End User/ Supplier / Manufacturer from their responsibility towards the Client / End User to supply / Use the genuine material / Item(s) and document(s) in full compliance with applicable Order, Specification, Technical, Quality, Quantity, Warranty, Guarantee, statutory & regulatory requirements. Supplier / Manufacturer / stockist is wholly legally responsible for genuineness of the material / Item (s) supplied and document(s) submitted. TUV India's responsibility is only limited to correctness of inspection results including review of the documents, within its agreed scope against written requirements and neither TUV India nor any of its group companies, associates or employees are in any way legally responsible for genuineness of the material / Item(s) and document(s). No omission or failure to carry out or observe any stipulation, condition or obligation to be performed by TUV India under this Contract will give rise to any claim against TUV India or its employees / group companies / associates, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity's reasonable control. TUV India, its engineers and representatives are not liable in contract, tort, or otherwise for any indirect consequential Loss/damage or expense, including loss of use/ production/profits.

### 5. INVOICING AND PAYMENT

Unless specifically agreed upon and confirmed in writing by TUV India all fees, charges and expenses payable to TUV India shall be paid within 7 days of receipt of invoice. In the case of a dispute in the invoice the client shall pay the undisputed portions of the invoice within 7 days. Disputed invoice or parts thereof shall be brought to the notice of TUV India in writing within 7 days from the date of receipt of invoice. For delayed payments TUV India reserves the right to charge interest at the rate 2% per month for the outstanding amounts. If a fixed price has been agreed in writing, TUV India shall be able to invoice and paid for pro rata installments in accordance with the part of total services provided. If the contract is terminated by TUV India or the client before the services under the contract are completed, TUV India's fees will be calculated on a pro rata basis up to date of termination. Any reasonable costs directly attributed to early termination and any amounts then due to TUV India will immediately become payable. TUV India in its discretion may withhold or withdraw any certificate or report in the event of non-payment of any fee.

### 6. FORCE MAJEURE

The term "Force Majeure", as used in this Proposal / Contract, shall mean: any condition which prevents TUV India from providing services such as : Riot, war, invasion, sabotage, strikes, civil disturbance, and hostilities, acts of terrorism, civil war, rebellion, revolution, epidemics /pandemics or spread of contagious diseases or; Ionizing radiations or contamination by radioactivity or Chemicals release to environment or; Earthquake, Flood, Hurricane, Cyclone, Volcano or any other natural disaster or; Fire or explosion or; acts and regulations of respective Government of the two parties and countries where the work is to be carried out, like Lock down, Curfew, travel restrictions or delay or denial of visa or Acts of God. TUV India shall be entitled to payment in respect of the period where the services could not be carried out as a result of Force Majeure. Time schedule for performance of the activities will be extended for such period as the force majeure lasts and for a reasonable period of re-mobilization, if necessary. Should any circumstance of Force Majeure continue for a period of 2 months or more, then TUV India may terminate this Contract with immediate effect by notice in writing to the Client, in which case the Client shall pay to TUV India all sums properly due to the Contractor under the Contract in respect of the Services up to the date of termination and any demobilisation fees specified.

### 7. LIMITATIONS OF TIME

This contract will remain valid till the validity date in the offer or the date of termination. TUV India or the client may terminate this contract after giving 30 days notice. All claims against TUV India shall expire after 6 months from the date of the service provided by TUV India.

### 8. ASSIGNMENT

Neither the client nor TUV India may assign rights and obligations arising from this contract in whole or in part without the written consent of the other party.

### 9. COPYRIGHT

All copyright and joint copyright on experts' reports, inspection results, calculations, presentations etc. drawn up by TUV India shall remain in the hands of TUV India and should not be reproduced, except in full without the consent of TUV India Pvt. Ltd. Both contracting parties and their employees and persons assisting them in their performance shall be obliged not to provide access for third parties to confidential information and documents visibly or expressly so designated, when required by law or as requested by the client. This obligation will survive ending / termination of the contract for a period of 3 years. This obligation will not apply to any technical information or operating data that was in the possession of TUV India before its disclosure in connection with the services, that is or becomes part of the public domain through no fault of TUV India or that otherwise becomes available to TUV India from an independent source not under a confidentiality obligation. TUV India shall have the right to share the inspection records with regulatory, certification & accreditation bodies, if required. TUV India shall be liable to the client for any willful or grossly negligent violations of this confidentiality obligation subject to the liability clause.

### 10. ARBITRATION


Every dispute or question which may arise between the parties hereto or any person claiming under them, touching or arising out of our in respect of this contract or the subject matter thereof, shall be referred to two arbitrators, one each to be appointed by each party to the contract. In case of difference of opinion between the arbitrators, an umpire will be appointed by the arbitrators. The decision of the arbitrators or the umpire, as the case maybe, shall be final and binding on the parties to this contract. The provisions of the Indian Arbitration and Conciliation Act, 1996 (as per latest amendment) shall be applicable to the parties in the event of such reference to the arbitrators or the umpire as the case maybe. The place of jurisdiction shall be Mumbai and Indian Law shall be governing.

### 11. GROUP ENTITY

If the Client requires Services from a TUV Nord Group entity other than TUV India, the Client hereby acknowledges and agrees that these Services will be performed by a subsidiary or affiliates of TUV Nord Group. The Client accepts that, by entering this Agreement, the certificate or other deliverables produced to verify compliance with the requirements of national authorities will be issued on behalf of TUV India by the TUV NORD Group entity, in which the approval or accreditation is vested. In that case the Terms and Conditions of that entity shall also apply.

### 12. DATES

The dates given by TUV India for the performance of its services shall be based on estimates of the scope of work derived from information given by the client and shall therefore only be binding if they have been expressly agreed as binding in writing after the presentation of a specification.

For TUV India Pvt. Ltd	For:
	
Kaustubh Inamdar 27/08/2020	Name/Signature/ Date/ Stamp