



S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
1	GHPA_001	4(s)(a) to 4(s)(e)	pg 85-86	No review, comment, approval, consent, rejection, refusal, permission to use, deemed permission to use, permission to proceed, expression of satisfaction or dissatisfaction with, supervision or superintendence by or on behalf of the YYY (whether before or after the Execution Date) concerning any work, service, program, plan or other document provided by the YYY or any aspect of the Works or the Services, nor any failure by the YYY to do any of those things, will: (a) limit or exclude any obligation or liability of the ;XYZ (b) prejudice any of the YYY rights against the XYZ; (c) impose on the YYY any duty of care to the XYZ or (whether in contract, tort (including negligence) or otherwise); (d) result in the YYY assuming any responsibility or liability for the adequacy, quality, compliance or fitness for purpose of the Works or the Services or for any document provided by the XYZ, or for any errors in or omissions from any such document, the Works or the Services; or (e) Constitute an admission that the YYY or any of its agents or employees have checked any document, work or service for errors, omissions or compliance with the requirements of this agreement	1) Duty of care from MRPL part is vital for BOO Operator to carry out the contractual terms of the GHPA. If there are no duty of care from MRPL and the liabilities from MRPL's decisions are placed on BOO Operator, how can BOO Operator take into consideration MRPL's instructions / permission / consent / approval / refusal?	Please follow tender conditions
2	GHPA_001	7(a)	pg 90	a) BOO OPERATOR shall submit a unconditional irrevocable performance bank guarantee, issued by a scheduled commercial bank in India, in the format set out under "Format for Performance Security, for an amount equal to 3 % of the project cost (Project cost = LCOH in Rs/Kg x Annual Capacity in Kg x 7.5), drawn in favour of YYY and payable at [insert] subject to and in accordance with the terms of this Agreement ("Performance Security"). The bank guarantee shall be made available before commencing the delivery of Green Hydrogen supply under the contract, valid initially for 5 years and renewed there after every 5 years. The contractual obligation of YYY to off take Green Hydrogen shall commence only upon submission of bank guarantee by XYZ	1) What are the justifications for multiplying (3% x Annual Capacity x LCOH) with factor of 7.5?	This is our internal calculation. Please follow tender conditions
3	GHPA_001	7(d)	pg 91	d) Replenishment of Performance Security: In the event the value of the Performance Security is reduced to 90% (ninety percent) or lower of the original value, due to any invocation or utilization thereof, BOO OPERATOR shall be obligated to replenish the Performance Security equal to the original monetary value of the Performance Security, or submit fresh performance bank guarantee for the original value as prescribed in para 7 (a) above within a period of 7 (seven) days from the date on which the value of Performance Security becomes 90% (ninety percent) or lower of the original value.	1) In MRPL's experience, was MRPL's bank able to replenished/arranged for a new Performance Security within 7 days? Taking into account bank's working days & public holidays, it would be viable to lengthen the time period for replenishing/arranging a new Performance Security.	Consider 15 days
4	GHPA_001	11 (a)	pg 100	11. OPERATION AND MAINTENANCE a) BOO OPERATOR at its own risk and cost shall operate and maintain the GHPU upon Commissioning and during the Operations Period in accordance with this Agreement, and if required, modify, repair or otherwise make improvements to the Production Unit to comply with the provisions of this Agreement, Applicable Laws, Permits, Operation Guidelines and Good Industry Practices.	1) Both parties will have to discuss on additional charges for modification, improvement,make improvements, modifications to comply with any change in regulatory/Good Industry Practice/MRPL's requirements.	The tender is for setting up a BOO unit with GHPA for purchase of Green Hydrogn. Please follow tender conditions
5	GHPA_001	11 (b) (IV)	pg 101	after careful review, consultation and agreement Shall procure, install and deploy such technologies at GHPU as may be necessary and or advised by YYY to ensure its ability to discharge its obligations in accordance with Good Industry Practice	1) refer to above item 4 of GHPA Question List.	Please follow tender conditions
6	GHPA_001	12(I)(i) (c) & (d)	pg 102	(c) If the number of Unscheduled Outages with respect to the GHPU for a relevant year during the Operations Period is less than the Maximum Permissible Unscheduled Outage Time Period for such relevant year, BOO OPERATOR shall not be entitled to any reward nor shall BOO OPERATOR be allowed to carry forward such entitlement to the next year. (d) If the number of Unscheduled Outages with respect to a GHPU for a relevant year during the Operations Period exceeds the Maximum Permissible Unscheduled Outage Time Period for such relevant year, for reasons other than Force Majeure, BOO OPERATOR shall be liable to indemnify, defend and hold YYY harmless in respect of any loss, expense, cost, claims, penalties, proceedings arising out of such Unscheduled Outage	1) By providing BOO Operators with certain allowances to carry forward the entitlement for unutilised Unscheduled Outages is a common industry practice and would greatly incentivise BOO Operators. 2) Ace agrees with indemnifying MRPL for loss arising our of Unscheduled Outages exceeding the allowance, but it provides for clarity to have a maximum cap for liability.	1) Follow tender conditions 2)The Maximum liability shall be limited to Rs (10,000,000*LCHO)
7	GHPA_001	12(II)(i)(b) & ©	pg 104	(b) if the number of Scheduled Outages with respect to a GHPU for a relevant year during the Operations Period exceeds the Maximum Permissible Scheduled Outage Time Period for such relevant year, for reasons other than Force Majeure, BOO OPERATOR shall be liable to indemnify, defend and hold YYY harmless in respect of any loss, expense, cost, claims, penalties, proceedings arising out of such Scheduled Outage. (c) BOO operator to schedule shutdown activities in parallel to YYY shutdown plan. For any given year, if YYY is not having any planned shutdown, BOO operator & YYY will mutually agree for shutdown of Electrolyser units within permissible period.	1) What is the allowance/ no. of Permissible Scheduled Outage Time Period for a relevant year? 2) Ace agrees with indemnifying MRPL for loss arising our of Scheduled Outages exceeding the allowance, but should have a maximum cap for liability.	1)Refer GHPA Clause 12.IV.d 2)The Maximum liability shall be limited to Rs (10,000,000*LCHO)
8	GHPA_001	12(III)(i)(a)	pg 104	a) Further, BOO OPERATOR shall be entitled to Shut Down the GHPU in order to comply with the provisions of Applicable Law (including but not limited to Indian Boilers' Act, 1923 and rules issued thereunder from time to time) for such time period as may be prescribed under Applicable Law ("Regulatory Shutdown"). It is expressly clarified that the definition of the term Regulatory Shutdown shall exclude from its ambit any Shutdown of the GHPU that may have been occasioned on account of BOO OPERATOR's failure to comply with the provisions of Applicable Law (including any directions, orders, guidelines issued by Relevant Authorities). BOO OPERATOR shall endeavour, to utilize the period of Regulatory Shutdown for undertaking repairs, maintenance and overhaul of the GHPU including replacement of catalyst, chemicals, adsorbents, desiccants, etc.	1) How often does regulatory shutdown occur within a year for MRPL? 2) Do MRPL's suppliers go through regulatory shutdown annually or occasionally? 3) Over the past year have there been any regulatory shutdown for MRPL? 4) What are Ace's commitment to supply during MRPL's regulatory shutdown? Would the obligation to supply be waived?	1) Regulatory shut downs take place once in 4 years 2) The query is not clear as the Regularly shutdown is for the Refinery units 3) Phase-3 units have under gone turn around shutdown during Sep'2023 4) The BOO Unit shall plan its shutdown activity during refinery regulatory shutdown period. Alternately the quantity off take during this period shall be modulated, while the overall annual commitment shall remain same ie 10 KTPA
9	GHPA_001	12(IV)(i)(a)	pg 104	a) YYY may shut down operations of the Refinery from time to time for undertaking repairs, maintenance, upgrades ("Refinery Shutdown"). Details of Refinery Shutdown shall be communicated to BOO OPERATOR. BOO OPERATOR shall endeavour to utilise the Refinery Shutdown time period for undertaking repairs, maintenance and overhaul of the GHPU. For avoidance of doubt, it is expressly stated that any Shutdown of the GHPU that can be solely attributable to Refinery Shutdown shall not be construed as either Scheduled Outage or Unscheduled Outage.	1) How often does MRPL's refinery shuts down? 2) Over the past year, how many short stops and long stops have MRPL experienced?	1) Regulatory shut downs take place once in 4 years 2) Query is not clear
10	GHPA_001	15(A)	pg 107	15. MOST FAVOURED CUSTOMER & RIGHT OF FIRST REFUSAL A. MOST FAVOURED CUSTOMER I. BOO OPERATOR agrees and undertakes that at any point of time during the subsistence of this Agreement, the terms and conditions in relation to sale of Gaseous Green Hydrogen produced at the GHPU, that shall be offered to third party customers , shall be no more favorable than the terms and conditions that shall have been offered to YYY at that point of time. II. Without prejudice to the generality of the foregoing, BOO OPERATOR agrees that at any point of time during the subsistence of this Agreement, the price at which Gaseous Green Hydrogen shall be offered by BOO OPERATOR/XYZ to Third party customers shall be equal to or more than the price offered to YYY at that point of time, but shall under no circumstances whatsoever be more favourable than the price offered to YYY at that point of time unless agreed to in writing by YYY. III. In case the BOO Operator/XYZ intends to sell the Gaseous Green Hydrogen, at terms that are more favorable or at a price lower than the terms and conditions that shall have been offered to YYY under the agreement at that point of time, then the same has to be offered to YYY by suitably incorporating in the agreement and only after YYY's concurrence commence supplying to the third party.	1) What are the justification for imposing restriction on BOO Operators to offer better prices or T&C to 3rd party customers?	1) As this project is being currently set up for supply to MRPL and accordingly MRPL shall be treated as most favored customer with conditions as per GHPA.
11	GHPA_001	16(B)(II)	pg 109	II. The Parties agree that in the event a Force Majeure Event lasts for a period greater than 10 (ten) days during the course of a Financial Year, the Parties shall revise the Annual Guaranteed Offtake Quantity for such Financial Year pursuant to mutual discussions.	1) What are the justifications for establishing that revision of the Annual Guaranteed Offtake Quantity for a Financial Year with more than 10 days of FM event shall be based on mutual discussion? Would it be easier to pro-rate the Annual Guaranteed Offtake Quantity based on days without FM event?	pl follow tender conditions
12	GHPA_001	16(C)(IV)	pg 109	IV. Notwithstanding anything contained in this Agreement, the Parties agree that the Nominated Rate of Delivery for any given hour shall be limited to a maximum upward/downward "adjustment rate " of 100 Kg/hr against the Nominated Rate of Delivery. Nominated Rate of Delivery shall be a steady flow rate of Gaseous Green Hydrogen of 1150 Kg/hr considering 365 days of operation or calculated in accordance to the planned scheduled Outage agreed mutually to meet the annul off take quantity. BOO OPERATOR agrees and undertakes that in the event that it supplies Gaseous Green Hydrogen to YYY in breach of the Adjustment Rate, BOO OPERATOR shall indemnify, defend and hold YYY harmless in respect of any loss, expense, cost, claims, penalties, proceedings arising out of its failure to supply Gaseous Green Hydrogen within the Adjustment Rate.	1) Since MRPL requires BOO Operator to operate 24/7, 365 days at 1150kg/hrm does it mean that MRPL would need a storage solution with capacity of 1150kg/hr x24hour x365 days = (10,074,000kg)? In this case, the storage solution would be more expensive that the production facility.	MRPL is expecting the BOO unit to supply Green Hydrogen at a constant rate of 1150 KG/H, subject to the allowed deviation of Max +/- 100 KG/H.
13	GHPA_001	18(III)	pg 115	III. The Parties agree and acknowledge that the LCOH shall remain fixed for the entire Term subject to Clause IV below	1) Green H2 price shall be adjusted based on a set of price variation formula, which is cost escalation formula, if there is any regulatory change impacting the production cost, it shall be passed to MRPL.	Follow tender conditons



मंगलूर रिफाइनरी एंड पेट्रोकेमिकल्स लिमिटेड MANGALORE REFINERY & PETROCHEMICALS LTD.
सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
14	GHPA_001	18(VIII)	pg 116	VIII. During the review, any reduction observed in LCOH by more than 10%, the LCOH shall be reworked and 50% of the reduced cost shall be passed on to the Refinery.	1) How does MRPL take into account/calculate the reduction in LCOH?	The basis will be the price break up submitted by the successful bidder as per tender conditions and documentary evidence in support of the same.
15	GHPA_001	19(A)(I)	pg 118	19. LIQUIDATED DAMAGES A. BOO OPERATOR I. In the event that the GHPU has not been commissioned on or prior to the Scheduled Delivery Date, for reasons other than Force Majeure, BOO OPERATOR shall be liable to pay to YYY liquidated damages which shall be computed as per the formula provided below: Applicable price reduction shall be 1/8% for each completed week or part thereof subject to maximum of 5% of the total Project cost (Which is considered as LCOH x Annual Capacity x 7.5 years)	1) What are the justifications for multiplying Liquidated Damages with 7.5 years factor?	This is our internal calculation. Please follow tender conditions
16	GHPA_001	20(A)(I)	pg 122	20. REPRESENTATIONS & WARRANTIES A. YYY's Representations and Warranties YYY represents and warrants as to itself that: I. It is duly organized and validly existing entity under the laws of India and has all requisite legal right, power and authority to execute and deliver the Agreement and all the Agreements to which it is a Party and to carry out the terms, conditions and provisions hereof and thereof.	1) Does this mean that the bidding entity must be a company incorporated in India?	Since it is a global tender, Foreign bidders can participate. However successful bidder's Unit will operate in India, and it shall be a registered in India and comply with the Indian Laws.
17	GHPA_001	21 (A)	pg125	21. FORCE MAJEURE A. "Force Majeure" shall mean war (declared or undeclared), revolution, civil war, tidal wave, fire, explosion, major flood, earthquake, sabotage, terrorism activity of a severe magnitude, quarantine or other act of God, epidemic and pandemic as notified by the appropriate government, rules and regulations or orders prohibiting the establishment or operation of the BOO OPERATOR's/XYZ's Production Plant or relevant plant of YYY, Renewal Power Plant set up by XYZ or Arranged through a third party by XYZ for the supply of renewable Energy, national strike (if BOO OPERATOR's/XYZ's Production Plant, Renewal Power Plant set up by XYZ or Arranged through a third party by XYZ for the supply of renewable Energy and YYY's relevant plant are affected) but will not include a self-induced Force Majeure, or equipment break down, commercial hardship or financial inability." The events of Force Majeure should be massive, unpredictable and beyond the control of the affected Party.	1) Propose to include (a) equipment breakdown not due to failure to conduct maintenance or the negligence of BOO Operator, (b) change in regulation/government initiatives leading to rise in Renewable Energy, (c) .	Follow tender conditons
18	GHPA_001	21 (C)	pg125	C. Notice a. Upon the occurrence of an event of Force Majeure, the affected Party shall notify the other Party in writing within twenty four (24) hours of the alleged beginning thereof giving full particulars, its estimated duration of Force Majeure event and satisfactory evidence in support of its claim, and notwithstanding the prior commencement of the force majeure event, the force majeure event shall be deemed to have occurred not earlier than 24 (twenty four) hours after the other Party receives the notice of the force majeure.	1) Requirement to give full particular within 24 hours for Force Majeure may be overburdensome as it would take longer to identify the cause of a FM/FM like event.	Please follow tender conditions
19	GHPA_001	23 (A)(I) (e) & (k)	pg129	(e) Any interference with/disruption of the operations of the Refinery caused due to acts/omissions of BOO OPERATOR; (k) BOO OPERATOR repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;	1) What is the definition of interference/distruption to MRPL's Refinery? How would MRPL draw the line between inconveniences and interefence/distruption to MRPL's refinery? 2) In a hypothetical scenario that there is a fire on BOO Operators' site, requiring evacuation of MRPL's personnel in the Refinery for safety reasons but no damage of any kind is caused to MRPL's property, would this be considered as distruption/interference?	1)Any event if it causes interference or disruption in the normal operations of the Refinery including affecting health and causing hazard to the persons employed in the Refinery, any such inconvenience caused which results in disruption or interference would be also covered. 2)To the illustration; if refinery or a unit thereof has to be shut and the same results in the loss of production then it would amount to interefence/distruption
20	GHPA_001	23 (A)(III)	pg132	III. The requirement of providing a notice under Clause 31.2 shall be limited to such circumstances which are capable of being remedied. If there is a breach which, in the reasonable opinion of YYY, is not capable of being remedied, YYY shall serve on BOO OPERATOR notice specifying the breach complained of and requiring BOO OPERATOR to prove within 15 (fifteen) days its ability to remedy the breach. Subsequent to the 15 (fifteen) day period, if YYY, in its opinion (and notwithstanding BOO OPERATOR's efforts to prove its ability to remedy the breach), arrives at the conclusion that the breach is not capable of being remedied, YYY shall not be required to comply with Clause 31.2 and shall have the right to terminate this Agreement forthwith.	1) BOO Operators should be given the benefit of the doubt to remedy a breach within a specified timeline to MRPL's satisfaction, this may be better than denying the opportunity for BOO Operator to have a chance to remedy the breach,	Please follow tender conditions
21	GHPA_001	24 (g)	p135	24. LIABILITY AND INDEMNITY	1) Necessary to have maximum quantum for liability imposed per annum.	The Maximum liability shall be limited to Rs (10,000,000*LCHO)
22	GHPA_001	27 (2)(A)(g)	pg 147	g) Only the scope or work covered and performed under this contract are arbitrable and the levy and imposition of liquidated damages by YYY and or agreed compensation agreed between the parties are not arbitrable. The interest pre and post on the claims and award are barred.	1) What are the justifications for scope of work being arbitrable?	pl follow tender conditions
23	GHPA_001	27 (III) (a) & (b)	pg 147	III. Change in LAW: a. 'Change in Law' shall refer to the occurrence of the following events, after the last date of the bid submission, including (i) the enactment of any new law relating to Renewal Power production or purchase of Renewal Power; or (ii) any change in the rates of any taxes which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends. b. If a change in law results in any financial loss/ gain to the supplier/procurer, then to ensure that the supplier/procurer is placed in the same financial position as it would have been had it not been for the occurrence of the change in law, the supplier/procurer shall be entitled to pass through by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be mutually agreed. In case of dispute the same shall be referred to the dispute resolution mechanism.	1) If change in law resulting to increase in Renewable Energy Price, increasing the cost for Green H2 production, a fixed rate for increase should be included.	Follow tender conditons. Refer clause 27.III of GHPA
24	tender 1	3.Bidders Scope of Works h.	45	Bidder should be able to demonstrate the readiness of the RE power plant at least 6 months prior to Scheduled Commencement of Supply Date of GH2 Plant	The 6 months readiness for RE power plant prior to H2 plant commencement is too long	The unit shall be ready and demonstrate the Readiness of th RE power before the commencement of Unit test run for starting commissioning activities
25	tender 1	3.Bidders Scope of Works o.3	48	The maintenance of this mass flow meter inside MRPL premises shall be done by MRPL	The flow meter inside MRPL premises is supplied and installed by bidder, but maintenace under MRPL. Please confirm	As clarified in prebid meeting, it shall be the responsibility of the bidder to ensure the periodic proving and leagal stamping of the meter and maintaining its accuracy. Day to Day maintainence and up keep shall be taken care by MRPL
26	tender 1	3.Bidders Scope of Works o.9	50	All costs pertaining to updation of the flow meters on account of revisions, updates, amendments shall be solely borne by Bidder.	In 3.Bidders Scope of Works o.3 mentioned maintenance by MRPL?	As clarified in prebid meeting, it shall be the responsibility of the bidder to ensure the periodic proving and leagal stamping of the meter and maintaining its accuracy. Day to Day maintainence and up keep shall be taken care by MRPL
27	tender 1	6.Operationa l Requirement s a.	55	The Green H2 base supply rate shall be at a constant rate of 1150kg/h (considering 365 days of operation)	Total operating time is 8650hours(365days), but in section 6a., it mentions 8000 operating hours. Please confirm the operating hours per annum and constant flow rate.	The Unit shall be designed for 10 KTPA with 8000 Operating hours
28	tender 1	6.Operationa l Requirement s	-		MRPL to provide site data (sea level elevation, relative humidity, min. and max. ambient temperature, seismic intensity, annual rain fall data etc.)	This is a BOO Unit and Bidder shall carry out its own assment.
29	tender 1	6.Operationa l Requirement s f.	56	Product purity with NIL water content	Can MRPL accept water content <3ppm?	Follow tender conditons
30	tender 1	6.Operationa l Requirement s	-		Does MRPL requires backup H2 storage? What is the backup storage volume?	Follow tender conditions. Steady flow rate to be ensured by the BOO unit.
31	tender 1	Bid evaluation criteria-B-b	19	The bidder shal quote fixed leveled cost of Green Hydrogen (LCOH) of supply for a period up to 25 years	1) Considering Inflation rate of India approx. 6 to 7 % per YOY and OPEX of plant for 25 years fixed rate is not possible 2) Spares and Overhead cost will increase atleast in line with Inflation rates	Follow tender conditons
32	tender 1	3.0 bidder scope of work, sub point d	42	Bidder shall provide an undertaking that during the term, post submission of the bid, if the bidder becomes eligible for any production linked incentive scheme, government incentive,subsidy or any other benefitin connection with the development and operation of the unit resultinng reduction of LCOH,Bidder shall avail the benefits upon issuance of notification and pass on the 50% benefit in LCOH to MRPL during contract period from the effective date of admissibility of the such incentive	1) Product linked incentives are depends on verious factor, for eg. to keep ACE plant in good condition we have to pump the cash flow in OPEX and for the same reason we should not pass the benefits to MRPL 2) Only Govt.Linked Incentives can be passed to MRPL 3) Need clarification on 50% percent benefits, on what basis the figure 50% derived	1) Here incentives by Government is being refered 2) Noted 3) On revised cost of LCOH after factoring the incentives



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33	tender 1	point no 7.0 -c	59	The LCOH shall be reviewed jointly every 5 years and accordingly mutually agreed LCOH shall be arrived at. The base line data shall be the detailed cost break up submitted by the bidder	1) LCOH needs to be linked with some formula and the same needs to mention in Agreement and based on that LCOH shall be reviewed jointly 2) on Mutual basis prices (LCOH) can't derive	1) LCOH is being calculated by the bidder 2) The base line will be the price break up submitted by the successful bidder as per tender conditions with documentary evidence
34	-	General	-	Climate Data	Request MRPL to provide weather data of the refinery location including below: - min/avg/ max ambient temperature - min/avg/ max wet bulb and dry bulb temperature - relative humidity - min/avg/max rainfall - wind speed - seismic data/zone - unusual conditions if any such as cyclonic zone/ marine environment/ coastal etc.	This is a BOO Unit and Bidder shall carry out its own assessment.
35	-	General	-	Construction power and construction water	Request to provide construction power & water for project execution. Please confirm.	Please follow tender conditions
36	-	General	-	Air quality	Request to provide air quality of refinery location.	This is a BOO Unit and Bidder shall carry out its own assessment.
37	-	General	-	EMD	Please share EMD validity period.	6 months from technical bid opening date
38	GHPQC001_GPTS01_GHPA001	3.g.2.iii	5	Bidders Scope or Work	Request to provide the water source of MRPL's refinery and is there spare capacity available for bidder to use.	From Nethravathi river. Intake point is at Sarapady. Spare capacity is not available with MRPL
39	GHPQC001_GPTS01_GHPA001	2.0.a	40	General	Please confirm whether MRPL is interested in getting oxygen also from bidder as the electrolyzer based hydrogen generation unit also produces oxygen. Oxygen purity: O2 purity > 98.5% Impurities: H2: less than 1.5% H2O: less than 4g/Nm3 KOH(Lve): Less than 1 mg/Nm3	We do not need Oxygen. The bidder is free for sale of this stream to any third party as desired by the bidder.
40	GHPQC001_GPTS01_GHPA001	3.g.1.	43	Land acquisition	We propose that both timelines for 25% and 100% land ROU should be extended by 6 months each as this is a time-consuming process.	Please follow tender conditions
41	GHPQC001_GPTS01_GHPA001	3.g.1.	43	Land acquisition	We propose that MRPL change this clause and keep land and utilities like water, DM water, Compressed Air and Nitrogen in its scope.	Please follow tender conditions
42	GHPQC001_GPTS01_GHPA001	3.g.2.ii	44	Bidders Scope or Work	Request to confirm if any spare capacity is available for bidder's use (approx. 200 MW) in refinery existing facility. Please also provide details of nearest STU & CTU substation for bidder's use.	Spare capacity is not available
43	GHPQC001_GPTS01_GHPA001	3.g.2.ii	44	Renewable energy requirement of GH2 plant	We request MRPL to share the list of available & upcoming ISTS and InSTS substations in the nearby proximity of the refinery. Please also specify their distance from MRPL Refinery.	This is a BOO Unit and Bidder shall carry out its own assessment.
44	GHPQC001_GPTS01_GHPA001	3.g.2.ii	44	Renewable energy requirement of GH2 plant	Please provide the available spare capacity in the substation from which MRPL is currently drawing power.	Spare capacity is not available
45	GHPQC001_GPTS01_GHPA001	3.g.2.ii	44	Renewable energy requirement of GH2 plant	Please confirm whether the existing CTU or STU connectivity has provision for an additional bay and the capacity for transmitting power to the green hydrogen generation unit.	This is a BOO Unit and Bidder shall carry out its own assessment.
46	GHPQC001_GPTS01_GHPA001	3.h.ii.	45	Renewable energy requirement of GH2 plant	Readiness of RE plants 6 months prior to SCSD / SDD is not feasible as it will require the signing of a 6-month PPA. Hence, we request to kindly consider to allow commissioning of such RE plants should be in line with the SCSD of Green Hydrogen Production Plant.	The unit shall be ready and demonstrate the Readiness of th RE power before the commencement of Unit test run for starting commissioning activities
47	GHPQC001_GPTS01_GHPA001	4	54	MRPL's Scope of Work	Please confirm if MRPL can provide utilities (cooling water, instrument air/ plant air, nitrogen etc.) to bidder. If yes please provide process condition at battery limit and available spare capacity.	Bidder to arrange the utilities. MRPL will not be able to arrange.
48	GHPQC001_GPTS01_GHPA001	4	54	MRPL's Scope of Work	Please confirm if MRPL can take the effluent generated in the green hydrogen generation plant and treat the same in refinery effluent treatment plant.	Bidder to do the needful. MRPL will not be able to take the effluent generated in the bidder's BOO unit.
49	GHPQC001_GPTS01_GHPA001	6.0.a	55	Bidders Scope or Work	Request to provide Refinery turnaround / shutdown duration per year.	The turn around duration is about 20 to 40 days spread across various units.
50	GHPQC001_GPTS01_GHPA001	5.0.c	55	Capacity of the Unit	Round the clock power shall require Renewable Energy (RE) configuration of Solar, Wind and Battery which will increase the cost of RE power thereby increasing the price of green hydrogen. As the purpose is to achieve lowest Levelised Cost of green Hydrogen (LCOH) we propose MRPL to consume green hydrogen produced only during 8 hours in the day. This can be achieved by oversizing the electrolyser and solar capacity to meet the 10 KTPA requirement without increasing LCOH.	Please follow tender conditions
51	GHPQC001_GPTS01_GHPA001	5.0.c	55	Capacity of the Unit	Please clarify whether excess renewable energy banked in the grid during day time can be drawn from the grid during night time for green hydrogen production	This is a BOO Unit and Bidder shall carry out its own assessment.
52	GHPQC001_GPTS01_GHPA001	5.0.b	55	Capacity of the Unit	Request to provide tie-in location co-ordinates and existing refinery site co-ordinates.	Location -1 : ((GPS (Lat , Long) (12.976985, 74.851231)) Location-2 : ((GPS (Lat , Long) (12.995956, 74.855105)) . Bidders pipe line can reach MRPL boundary at any one of these locations. The bidder will have to visit the site and reconfirm the location and plan accordingly based on his assessment and feasibility
53	GHPQC001_GPTS01_GHPA001	6.b	55	Operational Requirements	Bidder understands that as project location is outside of the refinery battery limit, hydrogen storage is allowable. Please confirm.	Hydrogen Storage is not permitted inside Refinery. As this is a BOO Unit, applicability needs to be ascertained based on the statutory guidelines and approvals which is to be done by the bidder.
54	GHPQC001_GPTS01_GHPA001	6.f	56	Operational Requirements	Hydrogen produced from electrolyzer shall have following components: 1) Hydrogen 2) Oxygen 3) water Bidder shall be providing guarantees on above specified components Bidder do not envisage any CO,CO2,CH4 and other impurities as the process do not have feed containing the above mentioned impurities. Hence, Bidder will have analysers to measure only Oxygen and water content in product hydrogen Please confirm.	Please follow tender conditions
55	GHPQC001_GPTS01_GHPA001	6.g.ii	57	Process Conditions	Request to confirm if MRPL can accept hydrogen delivery temperature < 40 degC.	Please follow tender conditions
56	GHPQC001_GPTS01_GHPA001	8.a	61	Project Timeline	Please consider 36 month timeline from execution of the Green Hydrogen Purchase Agreement for the commencement of green hydrogen supply.	Please follow tender conditions
57	GHPQC001_GPTS01_GHPA001	8.a	61	Part Commissioning	Please confirm that part commissioning is allowed or not.	Please follow tender conditions
58	GHPQC001_GPTS01_GHPA001	8.c	62	COD	Please clarify whether COD and SCSD have the same definition.	The definition are not same.
59	GHPQC001_GPTS01_GHPA001	Definitions	74	Scheduled Delivery Date	We propose that the Scheduled Delivery Date should be 36 months from CP satisfaction date.	Please follow tender conditions
60	GHPQC001_GPTS01_GHPA001	3.a	82	Conditions Precedent	Please provide the timelines for submission of performance security by BOO operator and procurement of relevant Permits and Clearances.	As per GHPA
61	GHPQC001_GPTS01_GHPA001	7.a	90	Performance Security Validity	The validity of performance security should not be for the entire term of the contract. The validity should be limited till Scheduled Delivery Date (SCSD)+ 3 months.	Please follow tender conditions
62	GHPQC001_GPTS01_GHPA001	16.c.IV	110	Scheduling- Nominated Delivery Rate	The Nominated Delivery Rate mentioned in the clause is 1150 Kg/hr which would require 8760 hours to meet 10 KTPA requirement whereas the calculation for Liquidated Damages due to MRPL's failure to offtake is done on Gaseous Green Hydrogen Base Rate of 1250 Kg/hr at 8000 hours annually. We request that Nominated Delivery Rate should be based on the Daily Schedule provided by BOO operator to MRPL.	The penalty is applicable only if total 10 KTPA is not supplied in 365 days as per tender conditions.
63	GHPQC001_GPTS01_GHPA001	18.II.A	117	Operating Range	Please clarify whether the permissible operating range is 30% to 110% or 25% to 110%.	Please consider 25% to 110%. This is again clarified that this range is for unit design for meeting the flow rate variation required to factor the scheduled and unscheduled outages only.
64	GHPQC001_GPTS01_GHPA001	18.XI	117	Letter of Credit	The value of Letter of Credit should be equivalent to 3 * Monthly Average Invoice Value. This is because the undisputed portion of the invoice amount can be claimed by the BOO operator only after MRPL's failure to make payment for 3 consecutive monthly invoices.	The value of Letter of Credit shall be equivalent to 3 * Monthly Average Invoice Value
65	GHPQC001_GPTS01_GHPA001	21.A	125	Force Majeure	The force majeure clause should also cover the events impacting the power import facility (transmission line), associated raw water sourcing facility(s) and issues related to obtaining right of way related to transmission connectivity/hydrogen pipeline during construction phase under Force Majeure.	Please follow tender conditions
66	GHPQC001_GPTS01_GHPA001	21	125	Force Majeure	This clause must include the FM events caused by RE connectivity, production, transmission and water supply for electrolysis. Please explicitly mention such events in FM clause. Reason: It may be noted that apart from the setting up of hydrogen production unit, the bidder will have to acquire land for RE production and may have to install transmission line to establish RE connectivity and obtain right of way. We would request MRPL to include such delays not attributable to BOO operator under Force Majeure.	Please follow tender conditions
67	GHPQC001_GPTS01_GHPA001	23.A.I.b	129	Termination due to commissioning delay	Under this clause the commissioning delay beyond 3 months from Scheduled Delivery Date shall lead to termination whereas on Page 61 under Project Time Line it is mentioned that the project shall be terminated for failure to commission beyond 12 months from Scheduled Commencement of Supply Date. Please clarify which termination event is applicable.	based on any of the scenario it is applicable



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सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
68	GHPQC001_GPTS01_GHPA001	23	129	Termination Payment	The termination payment is not currently captured in this document.	Please follow tender conditions
69	GHPQC001_GPTS01_GHPA001	23	129	Termination payment (Recommendation)	Our Recommendations: The termination payment should include the the green hydrogen production plant, power import facility (transmission line) and renewable power production facility In the event of BOO operator defaulting: •MRPL should take over the project assets by paying 100% of the debt due. In the event of MRPL defaulting: •MRPL should take over the project assets by paying 100% of the debt due and 150% of the adjusted equity. •Any damages or charges payable to the STU/CTU for renewable connectivity should be borne by MRPL. These conditions are necessary to ensure the project remains bankable and provides sufficient security to the lenders. It may be noted that a significant investment shall be made in setting up RE infrastructure, including a transmission network and paying connectivity charges.	Please follow tender conditions
70	GHPQC001_GPTS01_GHPA001	24.i	136	Liabilities	We propose below modification to ensure that no indirect liability gets covered: "Notwithstanding any other provision in this Agreement, neither party shall be liable to other for any indirect, incidental or consequential losses including (without limitation) loss of revenue, loss of profits, loss of use, and loss of contracts."	Please follow tender conditions
71	GHPQC001_GPTS01_GHPA001	24.i	136	Liabilities	1) We propose the capping of all liabilities and indemnity. 2) All events leading to liabilities should be captured in one clause.	The Maximum liability shall be limited to Rs (10,000,000*LCHO)
72	GHPQC001_GPTS01_GHPA001	General	-	Reference: YYY and XYZ	The entire Green Hydrogen Purchase Agreement document has references to obligations of XYZ and YYY. We request MRPL to correctly refer MRPL and BOO operator in the Green Hydrogen Purchase Agreement.	The fianl agreement with successful bidder it will be incorporated.
73	GHPQC001_GPTS01_GHPA001	General	-	Surety Bond for EMD and PBG	We would like to bring to your notice the recent office memorandum F. No. eR-13011/02/2019-Ins.II(Part 1) dated 24/09/2024, issued by Ministry of Finance, wherein all ministries are advised to accept Surety Bond for EMD and PBG. We request you to recognise surety bond for EMD and PBG.	Surety bond is accepted
74	MRPL_GH2_BOO1 - Section-I	Table	1	Bid submission timeline	We propose at least 3 months timeline post-issuance of tender for the preparation of techno-commercial bid.	Please follow tender conditions
75	MRPL_GH2_BOO1 - Section-I	13th point in table	3	Offer validity	We propose it to be reduced from 120 days to 60 days as standard industry practice.	Bidder to follow tender conditions.
76	MRPL_GH2_BOO1 - Section-II	66	29	PP-LC MII	Please clarify whether 10% margin of purchase preference is applicable for local content more than 30%.	Bidder to follow tender conditions.
77	MRPL_GH2_BOO1 - Section-II	66	30	MSE and PP-LC MII	Please clarify whether MSE bidder shall be preference over PP-LC bidder.	Bidder to follow tender conditions.
78	Pg. 48 of 162 of GHPQC001_GPTS01_GHPA001	3.0 Bidder scope of work o) 2	48	Delivery Point	Bidder understands the delivery point of green hydrogen shall be at MRPL boundary. Further distribution inside MRPL premises upto consumption point shall be done by MRPL. Please confirm.	PP-MII policy of Govt. of India & amendment thereof.
79	Pg. 48 of 162 of GHPQC001_GPTS01_GHPA001	3.0 Bidder scope of work o) 6	48	Delivery Point - MRPL shall provide co-ordinates of two locations from where the bidders GHPU Green Hydrogen pipeline shall enter MRPL's boundary.	Please confirm whether bidder to supply hydrogen at two locations as mention by MRPL (if yes please provide co-ordinates of both locations and quantity of hydrogen at each location) or at one location of those two locations (if yes please provide co-ordinates of both locations and who will decided the delivery location by bidder or MRPL).	Bidder to follow tender conditions
80	Pg. 55 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement a)	55	Operational requirement	Request to consider operational range of 30% to 140% of constant flow rate (1250 kg/hr) instead of 30% to 110% of constant flow rate (1250 kg/hr).	Please consider 25% to 110%. This is again clarified that this range is for unit design for meeting the flow rate variation required to factor the scheduled and un scheduled outages only.
81	Pg. 55 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement b)	55	Operational requirement	Please confirm the constant flow rate. In clause 6. b) it is mentioned as 1150 kg/hr, however 10 KTPA capacity and 8000 operational hours constant flow rate is 1250 kg/hr. Please confirm.	MRPL is expecting the BOO unit to supply Green Hydrogen at a constant rate of 1150 KG/H, subject to the allowed deviation of Max +/- 100 KG/H
82	Pg. 56 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement d)	56	Operational requirement	The statement "- The maximum hourly variation that can be allowed shall be +100 kg/hr or - 100 kg/hr from the base line of 1150 kg/hr.", please confirm whether allowed variation is from base line rate or scheduled rate (by Bidder within 30% to 110% flow rate of base line rate).	MRPL is expecting the BOO unit to supply Green Hydrogen at a constant rate of 1150 KG/H, subject to the allowed deviation of Max +/- 100 KG/H. This is again clarified that this range 25% to 110%. is for unit design for meeting the flow rate variation required to factor the scheduled and un scheduled outages only and not for normal supply to the refinery.
83	Pg. 56 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement d)	56	Operational requirement	Request to consider + 625 kg/hr or - 625 kg/hr variation rate of scheduled hydrogen flow rate.	Please follow tender conditions
84	Pg. 56 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement e)	56	Hydrogen storage	As the hydrogen generation facility is outside MRPL, bidder understands that hydrogen storage shall be allowed. Please confirm.	Hydrogen Storage is not permitted inside Refinery. As this is a BOO Unit, applicability needs to be ascertained based on the statutory guidelines and approvals which is to be done by the bidder.
85	Pg. 56 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement f)	56	Hydrogen purity conditions at MRPL battery limit	Hydrogen produced from electrolyzer shall have following components: 1) Hydrogen 2) Oxygen 3) water Bidder shall be providing guarantees on above specified components Bidder do not envisage any CO,CO2,CH4 and other impurities as the process do not have feed containing the above mentioned impurities. Hence, Bidder will have analysers to measure only Oxygen and water content in product hydrogen. Please confirm.	Please follow tender conditions
86	Pg. 56 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement f)	56	Hydrogen purity conditions at MRPL battery limit	As per tender document, water quantity in product hydrogen is mentioned as "Nil", however in hydrogen produced by water electrolysis shall always have some water content (typically < 3ppmV or dew point < -70degC), so request to allow water content of < 3ppmV or dew point < -70degC in product hydrogen.	Please follow tender conditions
87	Pg. 57 of 162 of GHPQC001_GPTS01_GHPA001	6.0 Operational requirement g)	57	Operating temperature	Bidder request to provide minimum and maximum hydrogen supply temperature, as keeping 40degC temperature throughout the year will be difficult considering weather variation.	Please follow tender conditions
88	Pg. 57 of 162 of GHPQC001_GPTS01_GHPA001	8.0 Project timeline a)	57		Request to consider 36 months for the execution of the GHPA.	Please follow tender conditions
89	Pg. 102 of 162 of GHPQC001_GPTS01_GHPA001	12.0 Plant start and shut down	102	Operating hours	Please confirm whether 8000 operating hours is excluding outages such as unplanned/planned/scheduled/refinery shutdown.	8000 Operating hours is for the design basis point of view. The ultimate requirement is to supply 10 KTPA in one year ie 365 days.
90	Pg. 102 of 162 of GHPQC001_GPTS01_GHPA001	16.0 C) Scheduling	102		As per tender document, Monthly proposed quantity is mentioned, bidder understands that daily/hourly hydrogen supply shall be decided by bidder complying monthly proposed quantity.	It is clarified tha 10 KTPA is to be supplied in 365 days meeting other conditions as per GHPA
91		General			Request to provide water during construction stage and operational stage.	Please follow tender conditions
92		General		Climate data	Request to provide weather data of the refinery location including below: - min/avg/ max wet bulb and dry bulb temperature - min/avg/max rainfall - wind speed/ direction	This is a BOO Unit and Bidder shall carry out its own assment.
93		General			As steam is not available in the hydrogen generation unit, request to eliminate the requirement of ZLD. Also, request if effluent from GH2 unit can be taken by MRPL and treat in ETP.	This is a BOO Unit and Bidder shall carry out its own assment. The effluent from GH2 Unit cannot be taken by MRPL
94		General			Request MRPL to provide if there is any spare capacity available in existing MRPL Plant substation for GH2 complex.	Spare capacity is not available at MRPL
95		General			Request MRPL to provide nearest CTU substation location from MRPL panipat refinery.	This is a BOO Unit and Bidder shall carry out its own assment.
96		General			-Please provide the source and quality of water, which MRPL is currently using. - Is there any spare capacity of water supply available in MRPL plant for bidder's use ?	1)This is a BOO Unit and Bidder shall carry out its own assment. 2) Spare capacity is not available at MRPL.



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सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
97		General			Request to provide cooling water, Instrument air, plant air, nitrogen to Bidder at MRPL battery limit on chargeable basis. Also provide the process conditions of the aforementioned mentioned utilities.	Please follow tender conditions
98	GHPQC001_GPTS01_GHPA_001	2.1	81	GHPA Term	Please clarify that the Agreement shall be valid from date of signing and shall terminate on expiry of 25 years from First Delivery date. Please also consider that there are certain obligations like fulfillment of CPs, construction on land (linked to term) which are to be fulfilled before first delivery date- and hence, agreement has to be valid before the first delivery date for the purposes of these obligations. Also, as per clause 3(c), the Agreement will be effective from date of CP satisfaction.	Agreement shall be valid from date of signing and shall terminate on expiry of 25 years from FDD.
99	GHPQC001_GPTS01_GHPA_001	3 (b)	82	Conditions Precedent	Please specify the time for fulfillment of CPs and consequences of non-fulfillment. No timeline for CP satisfaction is mentioned. Please also specify the consequences of non-fulfillment of such CP's within the stipulated period.	Please refer clause 3c of theGHPA
100	GHPQC001_GPTS01_GHPA_001	6.3 (i)	89	Services Commencement Date	Please define Services Commencement Date. This term is capitalized but not defined in the agreement.	As this is a BOO unit the responsibility lies with the Bidder. MRPL shall start the Testing and Commissioning as per clause 9 of GHPA only after conditions as per clause 6.0 of GHPA is fulfilled
101	GHPQC001_GPTS01_GHPA_001	8 (b)	92	Effective Date	Please define Effective Date.This term is capitalized but not defined in the agreement.	From successful signing and acceptance of GHPA By the Bidder and MRPL
102	GHPQC001_GPTS01_GHPA_001	12.I (d)	102	Unscheduled Outage	Please amend the clause as under. In case of non-supply YYY is entitled to claim damages for purchasing the product from third party and hence, indemnity to be replaced with compensation:- "If the number of Unscheduled Outages with respect to a GHGU for a relevant year during the Operations Period exceeds the Maximum Permissible Unscheduled Outage Time Period for such relevant year, for reasons other than Force Majeure, BOO OPERATOR shall be liable to compensate YYY for any shortfall in supply due to such Unscheduled Outage indemnify, defend and hold HCL harmless in respect of any loss, expense, cost, claims, penalties, proceedings arising out of such Unscheduled Outage"	Please follow tender conditions
103	GHPQC001_GPTS01_GHPA_001	18.II	115	Monthly Tariff Charges	Please clarify that the Monthly tariff charges shall be as per the Gaseous Green Hydrogen delivered at Delivery Point. This is to clarify that if the bidder is delivering the agreed quantity but the same is not offtaken by YYY. YYY is still liable to pay for the same.	The billing will be done based on the Meter at the delivery point. In the event of default by YYY, the relevant scenario is available in the GHPA. Request to refer to the same
104	GHPQC001_GPTS01_GHPA_001	18.XI.(C)	116	Receipt	Please clarify what does receipt refer to. Since the clause refers to payment of unpaid invoices it is not clear what does - receipt of undisputed amount refer to.	Proof of part payment received by BOO operator (undisputed amount)
105	GHPQC001_GPTS01_GHPA_001	19.A.I	118	Liquidated damages	Please also add - reasons attributable to YYY in addition to Force Majeure, in which case XYZ shall not be liable to pay any liquidated damages. In case the commissioning cannot be achieved due to reasons attributable to YYY, no LD shall be payable.	Please follow tender conditions
106	GHPQC001_GPTS01_GHPA_001	21.A	125	Force Majeure	Please amend as under: "Force Majeure shall mean include war (declared or undeclared), revolution, civil war, tidal wave, fire, explosion, major flood, earthquake, sabotage, terrorism activity of a severe magnitude, quarantine or other act of God, epidemic and pandemic a notified by the appropriate government, rules and regulations or orders prohibiting the establishment or operation of the BOO Operator's/XYZ's Production Plant or relevant plant of YYY for the supply of renewable energy, national strike(if BOO Operator's/XYZ's Production Plant, renewal power plant set up by XYZ or arranged through a third party by XYZ for the supply of renewable Energy and YYY's relevant plant are affected), hinderance in right of way to Production Site, unavailability of the grid/transmission infrastructure due to reasons not attributable to XYZ but will not include a self-induced Force Majeure, or equipment break-down, commercial hardship or financial inability" The events of Force Majeure should be massive, unpredictable and beyond the control of the affected party.	Please follow tender conditions
107	GHPQC001_GPTS01_GHPA_001	21.C.a	125	Force Majeure	Please amend as below: Upon the occurrence of an event of Force Majeure, the affected Party shall notify the other Party in writing within twenty four (24) hours of the alleged beginning thereof giving full particulars, its estimated duration of Force Majeure event and satisfactory evidence in support of its claim, and notwithstanding the prior commencement of the force majeure event, the force majeure event shall be deemed to have occurred not earlier than 24 (twenty four) hours after the other Party receives the notice of the force majeure	Please follow tender conditions
108	GHPQC001_GPTS01_GHPA_001	22.A. a)	128	Assignment	Please allow assignment in favour of lenders financing the project. For financing, lenders would want assignment right in their favour.	Bank can takeover Assignment. However, Bank shall ensure that Assignee shall have the same capacity/Experience/Expertise as Assignor for performing rights and obligations under the project. The BOO Operator shall undertake to a similar clause in his agreement with the Lender
109	GHPQC001_GPTS01_GHPA_001	23.A.I.(e)	129	Termination	Please make it any substantial interference/disruption. Please clarify what kind of interruption is referred to.	Any event if it causes interference or disruption in the normal operations of the Refinery including affecting health and causing hazard to the persons employed in the Refinery, any such inconvenience caused which results in disruption or interference would be also covered.
110	GHPQC001_GPTS01_GHPA_001	23.A.I.(n)	130	Termination	Please delete this clause as in case of default lender would want a step-in right. This clause will make the financing of the project difficult. Likelihood of default should not be an event of default. Also, even if the bidder defaults, lenders would exercise step in right and reciver their dues by operating the project. If the agreement is terminated by YYY, lenders would not be able to recover the dues and as long as the project is operational and product is being supplied, no event of default arises.	Please follow tender conditions
111	GHPQC001_GPTS01_GHPA_001	23.III	131	Termination	Please correct the clause number in this clause. It should be 23.II and 31.2.	Noted
112	GHPQC001_GPTS01_GHPA_001	23.B.I	132	Event of Default	Please add a clause: YYY fails or refuses to off-take the Gaseous Green Hydrogen delivered by BOO Operator for a continuous period of 6 (six) months. Failure to offtake is an event of default of YYY.	Please follow tender conditions
113	GHPQC001_GPTS01_GHPA_001	24.(e) IV.	134	Liability and Indemnity	Please delete this clause as for failure of obligations instead of indemnity, damages are applicable.	Please follow tender conditions
114	GHPQC001_GPTS01_GHPA_001	24. (e). VIII. XI. X	135	Liability and Indemnity	Please delete these clauses as they are in the nature of consequential losses. Bidder cannot take liability for consequential/indirect losses.	Please follow tender conditions
115	GHPQC001_GPTS01_GHPA_001	24. i)	136	Liability and Indemnity	Please amend as under as parties will be liable only for direct damages, BOO operator cannot take liability for operational losses of refinery. -Unless specifically provided in this agreement, neither party shall be liable to each other for any indirect, incidental or consequential losses-including (without limitation) or loss of revenue, loss of profits, loss of use, and loss of contracts."	Please follow tender conditions
116	GHPQC001_GPTS01_GHPA_001	27. II.A. g)	147	Arbitration	Please delete this clause. The fact that whether any default is committed by the bidder and any LD is applicble will be decided by a third party i.e arbitrator.	Please follow tender conditions
117	GHPQC001_GPTS01_GHPA_001	27. III. A	147	Arbitration	Please amend the clause as under:- For the purpose of this clause, the term 'Change in Law' shall refer to the occurrence of the following events, after the last date of the bid submission, including (i) the enactment of any new law relating to renewal power production or purchase of renewal power-; or (ii) any change in the rates of any taxes which have a direct effect on the Project; or (iii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new Permits; or (iv) any modification to the prevailing conditions prescribed for obtaining any Permit ; or (iv) change in interpretation of any law by the appropriate authority.	strike-through is not acceptable. The addition suggested shall be considered.
118	GHPQC001_GPTS01_GHPA_001	31. B	156	Change in Constitution of the BOO Operator	Please delete this clause. For 25 years, bidder cannot undertake to take YYY's consent for any change in shareholding or its management as it may hinder operational freedom of the company.	Please follow tender conditions
119	GHPQC001_GPTS01_GHPA_001			Maximum liability cap	Please add a provision to cap maximum liability of BOO Operator under this agreement. BOO Operator cannot have unlimited liability under the agreement.	The Maximum liability shall be limited to Rs (10,000,000*LCHO)
120	GHPQC001_GPTS01_GHPA_001			Title and risk transfer	Please add a clause for title and risk transfer at delivery point at which the title and risk of loss of the product will pass to YYY	Shall be considered beyond the delivery point i.e after the Custody meter towards Refinery
121	MRPL_GH2_BOO1_01 Section II	2. g.	3	General Guidelines, order of precedence	Please add Green Hydrogen Purchase Agreement in order of precedence. In the order of precedence clause Green Hydrogen Purchase Agreement is missing.	1) GHPA and Technical Specifications. 2) General Purchase Conditions
122	GHPQC001_GPTS01_GHPA_001	13. II. A	105	Right of Audit	Please restrict the audit rights to health and safety audit and invoice reconciliation. Contracts of XYZ with third parties and lenders are confidential and no audit rights pertaining to same can be given.	please follow tender conditons



S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
123	GHPQC001_GPTS001_GHPA_001	23. A.I	129	Termination	(I) BOO Operator creates any Encumbrance in breach of this Agreement except in favour of lenders, subject to undertakings, assignments etc. agreed in this Agreement or imposed by MRPL during the course of Agreement.	Please follow tender conditions
124	GHPQC001_GPTS001_GHPA_001				Please clarify where is the term "Financial Close" is used in the draft as it is a defined term.	As applicable only
125	GHPQC001_GPTS001_GHPA_001	A.II.a)	2	Sole bidder	Bidder requests MRPL to ammend the clause as follows - "Sole bidder can meet the technical and financial criteria on its own or bidder may use credentials of their parent /holding company/promoters/partners /constituents/ affiliates, provided each having they have minimum 26% stake, in the bidding entity. Bidder can also meet the technical and financial criteria by using the credentials of their constituents/affiliates." Rationale: The word "each" in the current clause has caused an unwarranted interpretation of how much stake a parent/holding company/promoter/partner etc. would necessarily need to have. To simplify the same, we suggest replacing the word "each" with "they". Additionally, affiliates or constituents would not necessarily have a stake in each other, instead of putting an onus on constituents/affiliates to hold 26% stake, for the purpose of meeting the spirit of this criteria, the requirement should be limited to the common promoters/parents owning 26% stake in such entities.	Please follow tender conditions
126	GHPQC001_GPTS001_GHPA_001	V. ii.	17	Annual Turnover	Bidder requests MRPL to remove the requirement of Annual Turnover as financial PQC. To encourage newly formed Green Hydrogen entities to participate in SIGHT Mode 2B tenders, the only financial guideline suggested by the Gol is with respect to the Net Worth of the bidder. It is suggested that the same be kept as part of CHTs PQC guidelines for refinery tenders under Mode 2B by removing the additional requirement of Annual Turnover as financial PQC. This will also be in line with other SIGHT schemes such as Mode 1 (both tranches) and Mode 2A.	Please follow tender conditions
127	GHPQC001_GPTS001_GHPA_001	2.0 b)	40	Carbon credit	Clause 2(b) indicates that Bidder shall not claim carbon credits on production of green hydrogen. MRPL shall have the right to avail any benefit out of such carbon credits. We request to include a clause stating that in case MRPL unable to offtake or rejects green hydrogen due to any reason, then the Bidder shall have the right to sale the same to any third party and the carbon credit attributes pertaining to such green hydrogen shall remain with Bidder or Bidder may pass it to the third party.	Noted. Shall be incorporated for the scenario where the Refinery is unable to take during any unscheduled outage from Refinery Side.
128	GHPQC001_GPTS001_GHPA_001	3.g).1.	43	Land	Bidder request MRPL to arrange land plot for this project, otherwise it would take much longer time than expected for bidding as well as acquisition.	Please follow tender conditions
129	GHPQC001_GPTS001_GHPA_001	6.0 b)	55	Constant flow	Please clarify if the nominal flow is 1250 kg/hr.	MRPL is expecting the BOO unit to supply Green Hydrogen at a constant rate of 1150 KG/H, subject to the allowed deviation of Max +/- 100 KG/H. The unit design is for 10 KTPA considering 8000 hrs of operaton.
130	GHPQC001_GPTS001_GHPA_001	7.0 d)	59	Review of LCOH	It is fixed cost 25 year contract, where all cost is built in hydrogen price. It includes all expected risk and benefit. It would not be in favor of bidder to review the LCOH in every five years. Bidder requests MRPL to delete this clause.	Please follow tender conditions
131	GHPQC001_GPTS001_GHPA_001	8.0 a)	61	Project Timeline	27 months is too short for a green field green hydrogen project, where land aquisition, hydrogen transport through pipeline approval, RE supply and CTU connection approval, water sourcing, etc are all involved. Bidder requests MRPL to revise the time schedule to 36 months.	Please follow tender conditions
132	GHPQC001_GPTS001_GHPA_001	7. a)	90	Performance Security	Bidder requests MRPL to revise the performance security to 1% of total project cost.	Please follow tender conditions
133	GHPQC001_GPTS001_GHPA_001	7. c)	90	Performance Security	We request to reduce the validity period of Performance Security from 6 months to 3 months post expiry of Agreement.	Please follow tender conditions
134	GHPQC001_GPTS001_GHPA_001	7. f)	91	Return of Performance Security	We request to modify the clause to indicate that the Performance Security shall be returned to Supplier within 7 days from the date of receipt of notice by MRPL from Supplier.	Bidder to follow tender conditions.
135	GHPQC001_GPTS001_GHPA_001	18. a.	115	Flow range	Please clarify if the flow range is 30% to 110% or 25% to 110%.	Please consider 25% to 110%. This is again clarified that this range is for unit design for meeting the flow rate variation required to factor the scheduled and un scheduled outages only. MRPL is expecting the BOO unit to supply Green Hydrogen at a constant rate of 1150 KG/H, subject to the allowed deviation of Max +/- 100 KG/H.
136	GHPQC001_GPTS001_GHPA_001	19. A. I.	118	Liquidated damages	Bidder requests MRPL to revise the maximum price reduction to 1% of total project cost.	Bidder to follow tender conditions.
137	GHPQC001_GPTS001_GHPA_001		70		Please define YYY and XYZ	It is defined in the GHPA.
138	MRPL_GH2_BOO1_01_Section_1		1	Bid closing date	Bidder requests MRPL to extend the bid closing date and time to 15-02-2025 given the broad scope of the tender.	Extended upto 30.12.2024
139	MRPL_GH2_BOO1_01_Section_II	9	6	Price preference/Purchase preference/Other Govt. Guidelines	Please clarify this clause and for what tender conditions is this applicable.	Bidder to follow tender conditions.
140	GHPQC001_GPTS001_GHPA_001			GH2 Certification	Please clarify the requirement for GH2 certification.	Please follow tender conditions
141	MRPL_GH2_BOO1_01_Section_1			Site visit	Bidder requests MRPL to provide site visit details.	Please send request mail
142	MRPL_GH2_BOO1_01_Section_1			Delivery point	Bidder requests MRPL to provide delivery point coordinates.	Location -1 : ((GPS (Lat , Long) (12.976985, 74.851231)) Location-2 : { (GPS (Lat , Long) (12.995956, 74.855105)) } . Bidders pipe line can reach MRPL boundary at any one of these locations. The bidder will have to visit the site and reconfirm the location and plan accordingly based on his assessment and feasibility
143	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	3.0(a)	41 of 162	The green hydrogen turn around shall be synchronized with MRPL shut-down/turn-around plan.	Bidder will try to synchronize the GHGU turn around with MRPL shut-down but it may not be necessarily possible considering the input power is renewable power and bidder would like to make the best utilisation of the available renewable power.	please follow tender conditons
144	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	5	48 of 162	The necessary instrumentation for connecting the reading to MRPL DCS shall be made available up to MRPL boundary. Further from MRPL boundary it will be taken up by MRPL.	Only two Optical Fiber cable shall be laid from GHPU control room to MRPL boundary for sharing the requested reading. Further connection up to MRPL control room shall be taken care by MRPL. MRPL to confirm the understanding.	Adequacy of the communication media need to be ensured by the BOO operator.
145	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	6	48 of 162	All piping inside MRPL boundary shall be taken up by MRPL.	Bidder understands that all piping and associated valves, fitting, associated accessories, etc. inside MRPL boundary shall be taken up by MRPL only. MRPL to confirm the bider's understanding.	understanding is correct.
146	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	8	49 of 162	MRPL shall provide their comments with respect to quality parameters of flow meters of gaseous green hydrogen promptly but not later than within 30 days from the day when such specifications were submitted .	Bidder requested MRPL to provide their comments within 07 working days considering it a long lead item. Bidder requests MRPL to amend the clause accordingly.	Follow tender conditions. All efforts will be put in to provide the comments at the earliest.
147	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	11	51 of 162	The complete system shall have redundant Ethernet architecture including stream flow computer and windows HMI.	Bidder understands that redundancy is required in Ethernet architecture only. Stream flow computer will be a single item only. Redundant flow computer is not being considered. MRPL to confirm bidder's understanding.	Follow tender conditions



S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
148	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	14	52 of 162	If the metering is found to be inaccurate, then the cost and expense of such test and of correcting the inaccuracy in the metering equipment shall be borne by bidder.	This clause shall not be applicable as meter used for billing & payment purpose shall be installed inside MRPL boundary and maintenance is also under MRPL's scope. Bidder's request MRPL to remove this clause.	As clarified in prebid meeting, it shall be the responsibility of the bidder to ensure the periodic proving and legal stamping of the meter and maintaining its accuracy. Hence integrity of the meter is the responsibility of BOO operator.
149	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	Note 2	54 of 162	Flow meter shall be provided by pressure, temperature compensation.	Provided meters are Coriolis mass flow meter hence pressure temperature compensation is not required. Bidder requests MRPL to remove this note 2.	As clarified in prebid meeting, flow meter to be associated with instruments to measure other parameters like temperature and pressure if applicable as per relevant code/guideline/standard for the custody transfer flow measurement.
150	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	6(a) & 6(b)	55 of 162	Operating hours 8000 in 6(a) and 365 days in 6(b)	Bidder understands that plant is to be designed for 8000 hrs of operation @ 1250Kg/hr. MRPL to confirm bidder's understanding.	The Unit shall be designed for 10 KTPA with 8000 Operating hours for its design basis
151	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	14(a)	106 of 102	BOO operator agrees to sell and deliver gaseous green hydrogen corresponding to the annual offtake guaranteed offtake quantity in accordance with the operation guidelines, specifications, applicable laws, permits and terms of the agreement.	Applicable Law and T&Cs for permit can change any time during the term of the agreement and hence can not be used to define off spec product. We request to revise as follows - "For the purposes of this Agreement, Gaseous Green Hydrogen shall be deemed to be "Off-Spec" if it does not conform to (i) the Specifications only. (ii) Applicable Law , and (iii) the terms and conditions of Permits. "	Please follow tender conditions
152	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	15 A.	107	Most favoured customer	Please delete this clause as the Bidder will negotiate separate contracts with different parties. Further, please clarify if this clause is applicable only to the capacity tied up with YYY or any additional capacity which may be added by the bidder. Please also clarify that this clause shall not apply in case YYY is in default of its obligation to offtake or pay under the agreement.	Follow tender conditions
153	PQC and BEC for Procurement of 10KTPA Gaseous Green Hydrogen (GH2) on Build Own Operate (BOO) mode	17	112	Off-spec gas	Applicable Law and T&Cs for permit can change any time during the term of the agreement and hence can not be used to define off spec product. We request to revise as follows - "For the purposes of this Agreement, Gaseous Green Hydrogen shall be deemed to be "Off-Spec" if it does not conform to (i) the Specifications; (ii) Applicable Law ; and (iii) the terms and conditions of Permits. "	Please follow tender conditions
154	GHPQC001_GPTSO 01_GHPA_001	12. I.i. (b) and 23. A. I. (g) respectively	102 and 129	Scheduled/unscheduled outages	Bidder requests MRPL to amend as follow: "The time for permissible scheduled/ unscheduled outages during a year shall be divided equally between both the parties. Total time for scheduled / unscheduled outage shall be considered after reducing 8000 hrs from the total hours in a year (prorated operating hours shall be considered during initial and last year of contract). The Refinery Turn Around period shall not be considered under scheduled/ unscheduled outages under which the Annual Guaranteed Offtake Quantity and 8000 hours of operation shall be reduced by refinery turn around period on pro-rata basis.	Please follow tender conditions
155	GHPQC001_GPTSO 01_GHPA001	6.0 f)	56 / 162	Green Hydrogen product quality	Water content of nil is not achievable. Bidder requests MRPL to revise water content in hydrogen in the range of 5-10 ppmv	Please follow tender conditions
156	GHPQC001_GPTSO 01_GHPA001	3.0, 2., iii	44 / 162	iii. Approval for supply water from the concerned authority (if applicable) required for the Project.	Bidder requests MRPL to provide water for the facility	Please follow tender conditions
157	Bidders Scope or Work	2	Page 44 of 162	Forest Clearance for the land for the Project, if applicable	Bidder request to MRPL to keep the Land in MRPL scope and provide the land coordinates.	Please follow tender conditions
158	Bidders Scope or Work	2	Page 44 of 162	A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU) as applicable, confirming technical feasibility of connectivity of the plant to STU/ CTU substation, if required	1) Bidder Request to MRPL to provide nearest STU/CTU transmission line specification/details. 2) Check Bay availability Existing Transmission Line for tapping. 3) Provide distance for existing Substation nearby, where the bidder has to draw the power for MRPL plant. 4) Transmission routing between New Plant & Existing CTU/STU Transmission line.	This is a BOO Unit and Bidder shall carry out its own assment.
159	Bidders Scope or Work	2	Page 44 of 162	In addition of submission of lease agreement/ right to use for land, following approvals/ NOCs/ clearance shall be submitted by the bidder within the within 6 (six) months from the date of signing of GHPA: No Objection Certificate (NOC)/ Environmental Clearance for the Project, if applicable	Bidder request to MRPL to consider 12 months from the date of signing of GHPA.	Please follow tender conditions
160	Bidders Scope or Work	8	Page 61 of 162	The projects shall commence supply of GH2 corresponding to contracted capacity within a period of 27 months from the date of execution of the GHPA.(Construction period of 24 months and 3 months for commissioning)	Bidder request MRPL to consider the minimum 33 months ((Construction period of 30 months and 3 months for commissioning) for the project schedule considering the Land is in Bidder scope.	Please follow tender conditions
161	Bidders Scope or Work	9	Page 63 of 162	The GHPA shall be finalised and signed by the BOO operator within 30 Days from the acceptance of LOA by the successful bidder. In the event the GHPA is not execute by 30 days, the LOA shall be considered to be invalid and the tender shall be cancelled.	Bidder is requesting MRPL to consider a minimum of 2 months time to finalise & sign the LOA.	Please follow tender conditions
162	3.0 Bidders Scope of Work	3.0 g)	9/39	The products and the production process will have to be compliant with the requirements for certification of GH2 as specified by the Ministry of New and Renewable Energy guidelines (MNRE) or any other agency specified by the Ministry, and as revised from time to time	The bidder request for Detailed Methodology of Certification of Green Hydrogen. Also request for the mechanism of Green Credits	Please refer to MNRE guidelines and CHT
163	7.0 Bid Pre- Qualification Criterion (PQC)	7. c) 1) (c)	8/23	Bidding by Consortium Members of consortium (including un-incorporated JV) shall not be entitled to use experience of their respective parent / holding company / promoters / partners / constituents/ affiliates	In case of bidding as JV, the Bidder request MRPL to participate in the bid using experience of respective parent/ holding company / promoters / partners / constituents / affiliates.	Please follow tender conditions
164	Force Majeure	47.00	15/86	In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Purchaser on receipt of application from the VENDOR without imposition of price reduction. Only the following shall be considered as force majeure:	The bidder request to consider Grid Failure/Grid Unavailability also as Force Majeure event.	please follow tender conditions
165	Experience Criteria (Technical)	Qualification Matrix Note Paragraph 3	15/162	The bidder needs to enter into a Memorandum of Understanding (MoU) as indicated in the table above. The bidder must submit a list of proposed MoU partners along with their consent letter at the time of submission of bid. The signing of the MoU should be completed within three months of the date of issue of LOA	The format of Memorandum of Understanding is not available in the Tender Documents. Kindly provide the same.	Any Legally binding document incorporating the tender conditions
166	7.0 Bid Pre- Qualification Criterion (PQC)	A. c. 1. d	4/162	Consortium members together including the leader must cumulatively fulfill the financial qualification criteria. Consortium must meet Technical qualification criteria entirely on the strength of its members or through the MOU routes according to qualification Matrix or combination for fulfilling the complete technical qualification criteria.	As per Bidder's understanding, the MOU made for Consortium will be separate from the MOU to be made with various Electrolyser Technology Provider/ BOO Operator/ RE Power Producer/ EPC/ O&M. Please confirm.	MOU for consortium and MOU for meeting technical requirement as per tender conditions are separate documents
167	8.0 Bid Evaluation Criterion	b)	19/162	The bidder shall quote fixed levelized cost of Green Hydrogen (LCOH) of supply for a period up to 25 years in Rs/Kg of Green Hydrogen.	If the scheduled completion of the project is warranted to be extended due to the reasons beyond control of Supplier, the offered prices should be subject to change after scheduled completion date of the project, as mutually agreed upon.	Please follow tender conditions
168	General			General	Bidder request MRPL to share preferred make list. (If Any)	MRPL does not have any preferred make list. This is a BOO Unit and Bidder shall carry out its own assment.
169	GHPA	III.	147/162	CHANGE IN LAW	Since this is a very long project and during that time there may be changes in governing laws of our Country/State. For such cases, the Bidder request to add the conditions against change in law where changes due to Taxation/Rise in Electricity Cost/Transportation Cost/Material Cost shall be covered to reduce the risks.	Please follow tender conditions
170	Section-1	Price Schedule	11/13	Levelised Cost of Hydrogen (LCOH) for Green Hydrogen Generation Unit (Fixed unit cost incorporating CAPEX, OPEX, rate of return, depreciation for a span of 25 years per unit of Hydrogen production capacity	In the provided tender document, here is no condition given where in case the Supplier wishes to flip the asset & bring in a new partner. We hereby request to incorporate the same.	Please follow tender conditions
171	General	-	-	-	Is there any rebate on hydrogen price in case payment to BOO partner is made within a specified time. Please confirm as this will be factored in our revenue model	There is no Rebate applicable
172	3.0 Bidders Scope of Work	3.0 g)	9/39	The products and the production process will have to be compliant with the requirements for certification of GH2 as specified by the Ministry of New and Renewable Energy guidelines (MNRE) or any other agency specified by the Ministry, and as revised from time to time	The bidder request for Detailed Methodology of Certification of Green Hydrogen. Also request for the mechanism of Green Credits	Please refer to MNRE guidelines and CHT
173	Force Majeure	47.00	15/86	In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Purchaser on receipt of application from the VENDOR without imposition of price reduction. Only the following shall be considered as force majeure:	The bidder request to consider Grid Failure/Grid Unavailability also as Force Majeure event.	Please follow tender conditions



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सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
174	General Purchase Conditions (GPC)	7. Taxes and duties	5/86	b) Statutory Variation of Taxes & Duties. No variation on account of taxes and duties, statutory or otherwise, shall be payable by MRPL to contractor/vendor except for GST. However, any statutory variation for GST shall be payable up to date of completion against documentary evidence. Any reduction in Taxes/ Duties/ cess/ levies/ fees shall be passed on to MRPL.	If the completion period of the Project is delayed due the reasons not attributable to the Contractor, the statutory variation should be paid by MRPL for the extended period of completion of the Project.	Please follow tender conditions
175	General Purchase Conditions (GPC)	7. Taxes and duties	5/86	B. General a) In case GST is stated as not applicable on freight charges presently, and if they are applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Supplier.	The applicable GST on freight charges should be paid to the Contractor as applicable during currency of the Contract for delivery of equipment/materials.	please follow tender conditions
176	NIT & Section II	13 of NIT & 5 of Section-II	3/13	Offer Validity 120 days from Bid closing Date PRICE: Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire Purchase order, even though it might be necessary for the Purchase order execution to take longer than the delivery period specified in the Purchase order.	The offer is valid till the validity period as stipulated in the NIT. The prices are liable to be changed beyond the validity period.	Please follow tender conditions
177	Section-II	42.00	.15/86	PART ORDER / REPEAT ORDER: Vendor hereby agrees to accept part order at owner's option without any limitation whatsoever and also accept repeat order(s) during a period of one year from the date of original purchase order on same unit prices, terms and conditions	Keeping in view of volatile market, the price escalation based on the market rate at that point of time be considered.	Please follow tender conditions
178	Section-II PAYMENT IN CASE OF TERMINATION DUE TO FORCE MAJEURE	47.00	16/86	In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it. The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of force majeure. The contractor has no entitlement and owner has no liability for a) Any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and b) Any delay costs in any way incurred by the contractor due to an event of force majeure.	Since the force condition is beyond control of the Contractor, in such a situation the contractor should be compensated for any cost, losses, expenses, damages, any delay loss incurred by the Contractor.	Please follow tender conditions
179	General Purchase Conditions (GPC)	1.00	3/86	Definition- Vendor/Bidder/Party: Vendor/Bidder/Party shall mean the person, firm or Corporation to whom this tender is issued.	Whether the word "SELLER" (page 16/86) and the word "Supplier" (Page 11/86) also qualifies for "Vendor /Bidder/Party" mentioned under clause 1. i.e., "Definition" (page 3/86).	Please follow tender conditions
180	Section-II PAYMENT IN CASE OF TERMINATION DUE TO FORCE MAJEURE	47 (iv)	16/86	In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it. The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of force majeure. The contractor has no entitlement and owner has no liability for a) Any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and b) Any delay costs in any way incurred by the contractor due to an event of force majeure.	Since the force condition is beyond control of the Contractor, in such a situation the contractor should be compensated for any cost, losses, expenses, damages, any delay loss incurred by the Contractor.	Please follow tender conditions
181	PQC and BEC III. Technical Criteria(2)(iv)			EPC/LSTK: Bidder should have successfully executed and completed EPC/EPCC/LSTK Contract with single point responsibility, involving "Project Management, Detailed Engineering, Procurement, Construction, Pre-commissioning and Commissioning/ Commissioning Assistance" for a new Process Plant or Power Plant in Oil and Gas sector or Fertilizer plant or Power sector during last 15 (fifteen) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered). R&D/Pilot scale/Demo plants shall not be considered.	EPC/ LSTK: The company should have successfully executed and completed EPC /EPCC/LSTK contract with single point responsibility, involving "Project Management, Detailed Engineering, Procurement, Construction, Pre commissioning and Commissioning/ Commissioning Assistance" for a new Process Plant or Power Plant in Oil and Gas sector or Fertilizer plant or Power sector or Steel industries during last 15 (fifteen) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered). R&D/Pilot scale/Demo plants shall not be considered.	Please follow tender conditions
182	PQC and BEC III. Technical Criteria (3) Document to be submitted for Electrolyser experience			<u>Documents to be submitted for Electrolyser Experience</u> a. Bidder to submit supporting documents/ end-user certificates for having met the Criteria for Electrolyser experience.	The bidder would submit end-user certificates/Purchase orders for electrolyser as supporting document. However since there are no 7.5 MW electrolyser operating in India, the quantum of end user certificates / purchase orders would be for lower capacities. The Bidder would also provide an undertaking from Electrolyser manufacturer, specifying that the EQ manufacturer has production capacity of 7.5 MW annually. Please clarify that the above would be acceptable to MRPL Rational: Being a production /assembly /workshop operations the certification of EL manufacturer normally does not specify capacity	pl follow tender conditions
183	PQC and BEC IV. Qualification Matrix			Note 4: Bidders can enter into multiple MOUS (for technical qualification) and submit letter of consent at the time of bid submission and finalize with one after the award as per tender conditions.	Note 4: Bidders can enter into multiple MOUS (for technical qualification) and submit letter of consent at the time of bid submission and finalize with one after the award as per tender conditions. Rational: The bidder should have flexibility to procure equipment / services from vendors other than the ones with whom they signed MOU, subject to the vendor meeting all qualification criteria as laid down in Bid Document. This will help the Bidder in offering the most competitive offer to MRPL	Please follow tender conditions
184	III	7 of 36/ PQC for BEC		Technical Criteria 1. Only financially qualified bids shall be taken up for technical evaluation. 2. A financially qualified bidder shall meet the criteria specified in the matrix below to be considered technically qualified.	We understand that financial criteria to be fulfilled by primary bidder only. The MoU partners need to fulfil technical criteria only (i.e. financial qualification criteria are not applicable for MoU partners) We request MRPL to confirm whether bidder's understanding is correct.	Please follow tender conditions. In case the bidder does not meet the technical criteria on his own, then for meeting the technical criteria the MOU as per tender conditions apply.
185	3	12 of 36/ PQC for BEC		Bidder to submit supporting documents/end-user certification for having met the criteria for electrolyser experience	In view of provisions under (v) EQ, requirement of submission of "end-user certification" is not envisaged. MRPL is request to delete the said requirement.	please follow tender conditions
186	3	13 of 36 /PQC for BEC		Documents to be submitted w.r.t. MNRE-1 (EQ) and MNRE-2(GH) Submit the relevant extract of LoA by mnre	As the tender issuing authority/ implementation agency for incentive schemes under SIGHT is SECI, the LoA have been issued by SECI. MRPL is requested to make necessary changes.	please follow tender conditions
187	IV	14 of 36 /PQC for BEC		Qualification Matrix	Bidder understands that both MNRE-1(EQ) and EQ are qualified electrolyser manufacturers. Thus, Primary Bidders under Sr. No. 2 (MNRE-2, Green Hydrogen), 4 (RE), 5 (EPC/LSTK), 6 (BOO), and 7 (PD) can source electrolysers from MNRE-1(EQ) or EQ and shall need to enter into a Memorandum of Understanding (MoU) with EQ or MNRE-1 (EQ), as the case may be. To facilitate this, it is requested to change column 4 of the header row of the qualification matrix from EQ to EQ/MNRE-1(EQ). We kindly request MRPL to consider this modification.	please follow tender conditions
188	66	29 of 86/GPC		POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT – MAKE IN INDIA) (PP-LC MII)	We understand that recently issued order no. P-45021/2/2017-PP(BE-II)-Part(4)Vol-II dated 19 July, 2024 is also applicable for subject tender. We request MRPL to confirm and issue necessary amendments to tender provisions.	Purchase preference is applicable for this tender as per PP-MII policy of Govt. of India & amendment thereof. Bidder to follow tender conditions
189	67	40 of 86/GPC		TERMS AND CONDITIONS FOR BIDDERS FROM A COUNTRY SHARING LAND BORDERS WITH INDIA.	(i) We understand bidders are required to comply with prevailing orders/guidelines as amended time to time. We request MRPL to confirm and issue necessary amendments to tender provisions. (ii) We request MRPL to categorise- "electrolyser stack" as "finished product", as done previously in the tenders floated by reputed PSU.	Boo vendor to do the needful as this is a BOO Unit
190	GHTS001	3.0.g)	43	Bidders scope of work	Acquisition of land is a huge risk for the bidders as: (1) It requires significant time & efforts to manage regulatory approvals etc. with lot of uncertainty (2) Bidders cant buy land without award of contract (3) location of land is very important to work out accurate project capex and other aspects as Bidders need to quote firm price for 25 yrs. Given the above risks, we request MRPL to arrange for the land and offer the same to bidders on lease, in line with standard practice for such BOO contracts. OR MRPL, along with bidders to collectively search for and identify suitable land for the purpose. Post selection of such land, further bidding process to be conducted. Without this support from MRPL, it wont be possible to get management approval to bid for this project.	please follow tender conditions
191	GHPQC001	(v)	9	Electrolyser Manufacturer	Request to clarify the meaning of "Registered" Electrolyser Manufacturer.	Shall be an Registered company
192	GHPQC001	(vii)	10	O&M Agency	Request to remove the option of providing undertaking to deploy O&M experience manpower in lieu of O&M experience credentials. This provision not only significantly dilutes the most critical experience requirement for this project (jeopardising the safety of assets), but also sets up a very incorrect precedent for all BOO tenders in India. It implies undue advantage to bidders without required operational credentials.	Please follow tender conditions
193						details of query not received
194	GHPQC001	8(b)	26	Project Timeline	Penalties for delay in commissioning shall only be applicable in the event such delays are for reasons solely attributable to the Bidder.	Please follow tender conditions
195	GHPA001	3©	82	Effective Date	Effective Date of the Agreement, shall be the date of signing of this Agreement.	From successful signing and acceptance of GHPA By the Bidder and MRPL
196	GHPA001	3.(b) & (c)	82	Condition precedent BOO Operator	The permits & clearances for operation of GHGU are applied for and received in parallel to the project execution phase. This can not be a condition precedent for GHPA effective date.	Proof and evidence copies (Notorised) of having submitted the necessary applications with undertaking from the Bidders Management that the Proof and Evidence of requisite clearance shall be submitted before the Start of commissioning activities shall be considered



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सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
197	GHPA001	7.a)	90	Performance Security	Request to revise in line with other BOO tenders for Hydrogen supply: a) BOO OPERATOR shall submit a unconditional irrevocable performance bank guarantee, issued by a scheduled commercial bank in India, in the format set out under "Format for Performance Security, for an amount equal to 3 % of the project cost (Project cost = LCOH in Rs/Kg x Annual Capacity in Kg x 7.5), drawn in favour of YYY and payable at [insert] subject to and in accordance with the terms of this Agreement ("Performance Security"). The bank guarantee shall be made available before commencing the delivery of Green Hydrogen supply under the contract, valid initially for 5 3 months from First Delivery Date years and renewed there after every 5 years. The contractual obligation of YYY to off take Green Hydrogen shall commence only upon submission of bank guarantee by XYZ.	Please follow tender conditons
198	GHPA001	7.b)	90	Performance Security	Request to revise in line with other BOO tenders for Hydrogen supply: b) Utilization of Performance Security: Without prejudice to any other right or remedy available to YYY hereunder or under Applicable Laws subject to XYZ's total liability under this Agreement, YYY shall be entitled, at any time, to utilize the Performance Security and/or any other Bank Guarantee or security amount available with it from the BOO OPERATOR , inter alia: i. as re-imbusement for any costs incurred by YYY in making good any damage caused, or permitted to be caused, to YYY, or any part of the Refinery Site , by any act or omission of BOO OPERATOR; and/or ii. in order to recover any liquidated damages/compensation payable to YYY by BOO OPERATOR under this Agreement; and/or iii. as indemnification for any direct loss resulting from a breach, by BOO OPERATOR, of any of the terms and conditions under this Agreement; and/or iv. to set-off any undisputed amount due and payable (and not paid within 7 (seven) days of such amount becoming due) under this Agreement by BOO OPERATOR to YYY.	Please follow tender conditons
199	GHPA001	7.c)		Performance Security	Request to revise in line with other BOO tenders for Hydrogen supply: Validity : The Performance Security shall remain valid and in full force for a period of 6- (six) 3 (three) months from First Delivery Date post expiry of this Agreement.	Please follow tender conditons
200	GHPA001	7.f)		Performance Security	Request to revise in line with other BOO tenders for Hydrogen supply: Return of Performance Security: In the event of termination of this Agreement, YYY shall return to BOO OPERATOR, Performance Security after adjustment of any outstanding amounts, without any notice , payable to YYY (including, without limitation, any outstanding claims of YYY against BOO OPERATOR).	Please follow tender conditons
201	GHPA001	9.d)	93	Testing & Commissioning	Operational readiness should be established as per 9.b), no additional conditions should be required.	Please follow tender conditons
202	GHPA001	9.e)	94	Testing & Commissioning	The date of successful Trial Operation should be considered the date of Commissioning.	Please follow tender conditons
203	GHPA001	9.g)		Testing & Commissioning	The Deemed First Delivery Date should be the Scheduled Delivery Date, as the BOO Operator's ability to get the plant ready to deliver the product gas will also be impacted due to delay by MRPL.	Please follow tender conditons
204	GHPA001	10.b)	95	Metering	The mass flow meter located inside MRPL boundary to have connection with XYZ DCS for monitoring purpose. MRPL to provide cabling up to MRPL boundary.	MRPL will provide cabling up to MRPL boundary.
205	GHPA001	10.m), o)	97	Metering	Not applicable as the meter for invoicing is being maintained by MRPL.	Please follow tender conditons
206	GHPA001	11.b).6	100	Operation & Maintenance	With O&M being BOO operator's responsibility, request to remove the need for manual review by MRPL. The details are confidential information and can not be shared.	This clause referes to maintaince schedule
207	GHPA001	12.i.i.(b)	102	Unscheduled outage	Request to maintain max 100 hrs per year and remove max 6 times, in line with similar tenders for BOO supply of Hydrogen.	Please follow tender conditons
208	GHPA001	12.i.i.(d)	102	Unscheduled outage	We can not accpet indemnity provision, as it implied indirect and consequential losses, unlike other similar tenders for BOO supply of Hydrogen. Article 12.1 should be applicable for Unscheduled outage for reasons solely attributable to BOO Operator.	Please follow tender conditons
209	GHPA001	1.1	69	"Refinery Site"	Details to be incorporated.	coordinates already mentioned in the corringendum 1
210	GHPA001	1.1	74	"Sanction"	As per our internal policies, we will not be in a position to accept any sanction provisions.	Please follow tender conditons
211	GHPA001	1.1	74	"Sanction List"	As per our internal policies, we will not be in a position to accept any sanction provisions.	Please follow tender conditons
212	GHPA001	4(i)	84	discharge its obligations in a manner such that it does not become a target of Sanctions or a Sanctions List;	We are unable to agree to any sanction provisions, we seek deletion of this provision	Please follow tender conditons
213	GHPA001	4(j)	84	not assign or sub-contract its obligations arising under and pursuant to this Agreement to any third party without the written consent of YYY in violation of the terms of this Agreement	not assign or sub-contract its obligations arising under and pursuant to this Agreement to any third party without the written consent of or prior written intimation to YYY, respectively in violation of the terms of this Agreement	Please follow tender conditons
214	GHPA001	5	87	Obligation of YYY	We seek to add the following provisions - (d) not assign or sub-contract its obligations arising under and pursuant to this Agreement to any third party in violation of the terms of this Agreement; (e) share with BOO Operator, from time to time, relevant data as may be requested by BOO Operator;	Please follow tender conditons
215	GHPA001	7(b)	90	Without prejudice to any other right or remedy available to YYY hereunder or under Applicable Laws, YYY shall be entitled, at any time, to utilize the Performance Security and/or any other Bank Guarantee or security amount available with it from the BOO OPERATOR, inter alia:	We seek to revise the clause as - Without prejudice to any other right or remedy available to YYY hereunder or under Applicable Laws, but subject to the BOO Operator's cap in total liability , YYY shall be entitled, at any time, to utilize the Performance Security and/or any other Bank Guarantee or security amount available with it from the BOO OPERATOR, inter alia:	Please follow tender conditons
216	GHPA001	7(b)(iii)	90	as indemnification for any loss resulting from a breach, by BOO OPERATOR, of any of the terms and conditions under this Agreement; and/or	We seek to revise the clause as - (c) as indemnification for any direct loss resulting from a breach, by BOO OPERATOR, of any of the terms and conditions under this Agreement; and/or	Please follow tender conditons
217	GHPA001	7(b)(iv)	90	to set-off any amount due and payable (and not paid within 7 (seven) days of such amount becoming due) under this Agreement by BOO OPERATOR to YYY.	We seek to revise as - "to set-off any undisputed amount due and payable (and not paid within 7 (seven) days of such amount becoming due) under this Agreement by BOO OPERATOR to YYY after providing prior written notice to the BOO OPERATOR. "	Please follow tender conditons
218	GHPA001	8	61	Project Timeline	We request to consider project schedule of 36 (33+3) months, given the need to get land and lay product piepline. We seek to revise the clause as -	please follow tender conditions
219	GHPA001	8©	92	It is clearly understood between the Parties that BOO OPERATOR shall be solely responsible for the completion of the GHPU on or prior to the Scheduled Delivery Date and for its successful, sustained operation and maintenance during the Term. Further, it is expressly clarified that BOO OPERATOR shall be solely responsible for synchronizing and interfacing of the GHPU/Interconnecting Pipelines with the Hydrogen Distribution Network at YYY Battery limit.	It is clearly understood between the Parties that BOO OPERATOR shall be solely responsible for the completion of the GHPU on or prior to the Scheduled Delivery Date and for its successful, sustained operation and maintenance during the Term. Further, it is expressly clarified that BOO OPERATOR shall be solely responsible for synchronizing and interfacing of the GHPU/Interconnecting Pipelines with the Hydrogen Distribution Network at YYY Battery limit. Provided however, performance of the BOO OPERATOR of its obligations shall be subject to YYY performing its reciprocal obligations in accordance with this Agreement."	Please follow tender conditons
220	GHPA001	9(d)	93	d) In the event that YYY or the Independent Consultant is not satisfied with the aforesaid Trial Operation Activities not being carried out in accordance with the requirements of this Agreement or that the GHPU has not adequately demonstrated that the GHPU has achieved Operational Readiness, YYY and/or the Independent Consultant shall have the right to require that such Trial Operation be re- performed at the cost and risk of BOO OPERATOR within the timeliness and other conditions stipulated by YYY.	We seek to revise as - In the event that YYY or the Independent Consultant is not satisfied with the of the reasonable opinion that aforesaid Trial Operation Activities not being carried out in accordance with the requirements of this Agreement or that the GHPU has not adequately demonstrated that the GHPU has achieved Operational Readiness, YYY and/or the Independent Consultant shall have the right to require that such Trial Operation be re- performed at the cost and risk of BOO OPERATOR within the timeliness and other conditions stipulated by YYY.	Please follow tender conditons
221	GHPA001	12 (IV) (a)	103	a) YYY may shut down operations of the Refinery from time to time for undertaking repairs, maintenance, upgrades ("Refinery Shutdown"). Details of Refinery Shutdown shall be communicated to BOO OPERATOR. BOO OPERATOR shall endeavour to utilise the Refinery Shutdown time period for undertaking repairs, maintenance and overhaul of the GHPU. For avoidance of doubt, it is expressly stated that any Shutdown of the GHPU that can be solely attributable to Refinery Shutdown shall not be construed as either Scheduled Outage or Unscheduled Outage.	We seek to revise the clause as follows - a) YYY may shut down operations of the Refinery from time to time for undertaking repairs, maintenance, upgrades ("Refinery Shutdown"). Details of Refinery Shutdown shall be communicated to BOO OPERATOR. BOO OPERATOR shall reasonably endeavour to utilise the Refinery Shutdown time period for undertaking repairs, maintenance and overhaul of the GHPU. For avoidance of doubt, it is expressly stated that any Shutdown of the GHPU that can be solely attributable to Refinery Shutdown shall not be construed as either Scheduled Outage or Unscheduled Outage.	addition of word " reasonably " as suggested shall be considred
222	GHPA001	13 (b)	105	a) YYY may, from time to time, appoint third party inspectors, in its sole direction, and BOO OPERATOR shall provide such inspectors to free access and inspect the Production Site and the GHPU at any reasonable time and shall grant such inspectors unrestricted and unconditional access to all documents in relation to this. Agreement.	We seek to revise the clause as - "b) YYY may, from time to time, appoint third party inspectors, in its sole direction and at its sole cost and expense , and BOO OPERATOR shall provide such inspectors to free access and inspect the Production Site and the GHPU provided however, YYY shall inform the BOO Operator in advance at any reasonable time and shall grant such inspectors reasonable unrestricted and unconditional access to all documents in relation to this- Agreement, Production Site Agreement.	Please follow tender conditons
223	GHPA001	13 II	105	Audit Rights	We are unable to accept broad audit rights provision, kindly revise the provision to include the specific requirements/objectives of the audit, wherein we would be required to provide further information.	please follow tender conditons
224	GHPA001	15A	107	MOST FAVOURED CUSTOMER	We are unable to agree to "Most favoured Customer Clause"	Please follow tender conditons



मंगलूर रिफाइनरी एंड पेट्रोकेमिकल्स लिमिटेड MANGALORE REFINERY & PETROCHEMICALS LTD.
सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
225	GHPA001	16 C (II)	110	II. Not later than 20th March of every Financial Year, BOO OPERATOR shall be required to submit details of BOO OPERATOR's month wise supply schedule of Gaseous Green Hydrogen corresponding to the Annual Guaranteed Offtake Quantity that BOO OPERATOR proposes to deliver to YYY for the immediately succeeding Financial Year, provided that with respect to the Financial Year in which the Scheduled Delivery Date is proposed to occur, BOO OPERATOR shall be required to submit such details to YYY atleast 10 (ten) days prior to the Scheduled Delivery Date("Annual Supply Schedule"). The Annual Supply Schedule as proposed by BOO OPERATOR shall take into consideration details of the Refinery Shutdown as communicated by YYY. For the purposes of this Agreement, "Monthly Proposed Quantity" shall refer to the quantity of Gaseous Green Hydrogen that BOO OPERATOR proposes to deliver each month of the Financial Year, as set out under the Annual Supply Schedule.	We seek to revise the clause as - Not later than 20th March of every Financial Year, BOO OPERATOR shall be required to submit details of BOO OPERATOR's month wise supply schedule of Gaseous Green Hydrogen corresponding to the Annual Guaranteed Offtake Quantity that BOO OPERATOR proposes to deliver to YYY for the immediately succeeding Financial Year, provided that with respect to the Financial Year in which the Scheduled Delivery Date is proposed to occur, BOO OPERATOR shall be required to submit such details to YYY atleast 10 (ten) days prior to the Scheduled Delivery Date("Annual Supply Schedule"). The Annual Supply Schedule as proposed by BOO OPERATOR shall take into consideration details of the Refinery Shutdown as communicated by YYY. For the purposes of this Agreement, "Monthly Proposed Quantity" shall refer to the quantity of Gaseous Green Hydrogen that BOO OPERATOR proposes to deliver each month of the Financial Year, as set out under the Annual Supply Schedule. Provided however, Monthly Proposed Quantity shall not exceed [xx]% of the Annual Guaranteed Offtake Quantity for any calendar month."	Please follow tender conditions
226	GHPA001	17.III	112	If required by YYY, BOO OPERATOR agrees that it shall also provide relevant documentation/ tests reports from accredited and independent laboratories confirming that the Gaseous Green Hydrogen delivered by BOO OPERATOR at the Delivery Point is in compliance with the Specifications. Any costs related to undertaking such tests shall be required to be borne by BOO OPERATOR.	If required by YYY, BOO OPERATOR agrees that it shall also provide relevant documentation/ tests reports from accredited and independent laboratories confirming that the Gaseous Green Hydrogen delivered by BOO OPERATOR at the Delivery Point is in compliance with the Specifications. Any costs related to undertaking such tests shall be required to be borne by YYY BOO OPERATOR.	please follow tender conditions
227	GHPA001	17 VII	113	III. BOO OPERATOR shall be obligated to indemnify, defend and save YYY harmless against: (a) All claims, demands, proceedings, costs, losses, damages, and/or expenses (including reasonable attorney fees) for death of or injury to any person resulting from such delivery, storage and use of Off-Spec Gaseous Green Hydrogen; (b) all claims, demands, proceedings, costs, losses, damages, and/or expenses (including reasonable attorney fees) incurred by YYY as a result of damage caused to the Refinery resulting, equipment, Catalyst from such delivery, storage and use of Off-Spec Gaseous Green Hydrogen; (c) all claims, demands, proceedings, costs losses, damages, and/or expenses (including reasonable attorney fees) incurred by YYY in disposing of the Off Spec Gaseous Green Hydrogen from the Refinery; (d) all claims, demands, proceedings, costs, losses, damages, and/or expenses (including reasonable attorney fees) incurred by YYY as a result of damages caused to third parties due to supply of such Off-Spec Gaseous Green Hydrogen. (e) Any claims by any authority or regulator.	We seek deletion of this provision. As we understand, commercially, it will not be possible to attribute adverse outcome of consuming the Hydrogen from this header to any one particular stream. Additionally as covered in the preceding provisions, upon receipt of intimation from YYY about any off-spec product, BOO OPERATORS shall remedy the situation. YYY shall be responsible for ensuring whether the product confirms to Specification before using the same.	please follow tender conditons
228	GHPA001	19 V	121	V. The Parties acknowledge that payment of liquidated damages under this Clause shall not relieve the defaulting Party from the performance of its obligations under this Agreement. The Parties expressly agree that the non- defaulting Party shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof. Further, the non-defaulting Party shall also be entitled to claim or recover from the defaulting Party any losses, damages, costs and expenses suffered/incurred by the non-defaulting Party as a result of the breach by the defaulting of any obligations hereunder. No right, power or remedy herein conferred on the Parties is intended to be exclusive of any other right, power or remedy. Every right, power and remedy shall, to the extent permitted under Applicable Laws, be cumulative and in addition to every other right, power and remedy given hereunder or now hereafter existing at law or in equity or otherwise, and may be exercised from time to time and as often and in such order as may be deemed expedient by the Parties.	We seek to revise the clause as - V. The Parties acknowledge that payment of liquidated damages under this Clause shall not relieve the defaulting Party from the performance of its obligations under this Agreement. The Parties expressly agree that the non- defaulting Party shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof. Further, the non-defaulting Party shall also be entitled to claim or recover from the defaulting Party any losses, damages, costs and expenses suffered/incurred by the non-defaulting Party as a result of the breach by the defaulting of any obligations hereunder. No right, power or remedy herein conferred on the Parties is intended to be exclusive of any other right, power or remedy. Every right, power and remedy shall, to the extent permitted under Applicable Laws, be cumulative and in addition to every other right, power and remedy given hereunder or now hereafter existing at law or in equity or otherwise, and may be exercised from time to time and as often and in such order as may be deemed expedient by the Parties. Comment - Already covered by the general indemnity provisions	Please follow tender conditions
229	GHPA001	22 A (a)	128	Assignment	We seek to add the following - " a) The Contract and benefits and obligations thereof shall be strictly personal to the YYY and shall not on any account be assignable or transferable to a third party by the YYY without having obtained in writing the prior approval of BOO Operator. b) Any assignment or transfer that is made or effected in a manner that is not in strict accordance with the provisions of this Clause shall be void ab initio.	Please follow tender conditions
230	GHPA001	22 B	128	a) BOO OPERATOR shall not be entitled to sub-contract its obligations under this Agreement without obtaining prior approval of YYY. Minimum activities that shall be performed by the BOO OPERATOR directly and shall not be sub- contracted include Overall Project Management, Planning, Scheduling, Monitoring, Procurement Services, Quality Control, Construction Management, Mechanical Completion, Commissioning, PGTR & Operation and Maintenance for continuous period of Twenty five (25) years	We seek to revise the clause as follows - a) BOO OPERATOR shall not be entitled to sub-contract its obligations under this Agreement without obtaining prior intimation to approval of YYY. Minimum activities that shall be performed by the BOO OPERATOR directly and shall not be sub- contracted include Overall Project Management, Planning, Scheduling, Monitoring, Procurement Services, Quality Control, Construction Management, Mechanical Completion, Commissioning, PGTR & Operation and Maintenance for continuous period of Twenty five (25) years	please follow tender conditions
231	GHPA001	23 A (b) and (f)	129	(b) BOO OPERATOR fails to complete the construction activities and Commission the GHPU within 3 (Three) months from the Scheduled Delivery Date (f) BOO OPERATOR fails to supply Gaseous Green Hydrogen for a cumulative period of 120 (one hundred and twenty) days in a calendar year or continuous period of 30 (thirty) days	We seek to revise the clause as - (b) BOO OPERATOR fails to complete the construction activities and Commission the GHPU within 3 (Three) months from the Scheduled Delivery Date for reasons solely attributable to the BOO Operator (f) BOO OPERATOR fails to supply Gaseous Green Hydrogen for a cumulative period of 120 (one hundred and twenty) days in a calendar year or continuous period of 30 (thirty) days for reasons solely attributable to the BOO Operator	please follow tender conditions
232	GHPA001	24(b)	134	BOO OPERATOR accepts full liability in respect of any damage that may be caused to the Refinery or any other YYY property due to carrying out of operations as envisaged under this Agreement at the Production Site.	We seek to revise the clause - "BOO OPERATOR accepts full liability in respect of any damage that may be caused to the Refinery or any other YYY property due to carrying out of operations as envisaged under this Agreement, for reasons solely attributable to the BOO OPERATOR at the Production Site. "	Please follow tender conditions
233	GHPA001	24 (viii) - 24 (x)	135	Liabilities and indemnities	We seek deletion of this provisions. Already covered by the general indemnity provisions	Please follow tender conditions
234	GHPA001	24 g	135	g) BOO OPERATOR agrees and undertakes that in the event BOO OPERATOR fails to commission the GHPU on or prior to Scheduled Delivery Date or with respect to any Financial Year, BOO OPERATOR fails to deliver Gaseous Green Hydrogen corresponding to the Annual Guaranteed Offtake Quantity, for reasons solely attributable to BOO OPERATOR and YYY opts to purchase carbon credits/renewable energy certificates from the market or enter into similar arrangement of this nature in order to comply with obligations arising under and pursuant to Applicable Law, it shall indemnify and save harmless YYY in respect of all costs, expenses, losses, claims, liabilities that YYY may incur in this regard.	We seek deletion of this provision. LD provision will applicable for this, there cannot be multiple penalty provision for same event of delay.	please follow tender conditions
235	GHPA001	24 (i)	136	34.10 Unless specifically provided in this agreement, neither party shall be liable to each other for any indirect, incidental or consequential losses including (without limitation) loss of revenue, loss of profits, loss of use, and loss of contracts."	We seek to revise the clause as - 34.10 Unless specifically provided in this agreement, Notwithstanding anything contained anywhere in this Agreement, neither party shall be liable to each other for any indirect, incidental or consequential losses including (without limitation) loss of revenue, loss of profits, loss of use, and loss of contracts."	Please follow tender conditions
236	GHPA001	24 (k)	136	BOO OPERATOR accepts liability for damage to YYY property of whatsoever nature which arise from or in connection with or arising out of this agreement."	We seek to revise the clause as - "BOO OPERATOR accepts liability for damage to YYY property of whatsoever nature which arise from or in connection with or arising out of this agreement for reasons solely attributable to the BOO Operator."	Please follow tender conditions
237	GHPA001	24	138		We seek to add the following clause - "Notwithstanding anything stated in this Agreement or in any other documents exchanged between the parties, Boo Operator's total liability under this Agreement under all or any circumstances whether in tort, contract or law shall not exceed an amount of [LCOH x Annual Capacity]." Notwithstanding anything stated in this Agreement or in any other document exchanged between the parties, there are no express warranties by BOO OPERATOR (other than warranty of title as provided in the Sale of Goods Act) or will be implied or otherwise created, including without limitation, warranty of merchantability. For avoidance of all doubts, YYY shall be solely responsible to ensure that Specifications are fit for YYY's intended purpose. Notwithstanding anything contained herein, the liability and indemnification obligations of each party outlined elsewhere in respective clauses of the condition of contract shall exclude indirect, incidental or consequential losses (including but not limited to any loss of revenue, loss of profit etc.)	Please follow tender conditions
238	GHPA001	25 V	143	Tax Indemnities	Taxes shall be paid at actuals, we cannot accept this provision	Follow tender conditons



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सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
239	GHPA001	26.I	144	All drawings, diagrams, specifications, operating data, pricing and costs and other materials furnished by BOO OPERATOR relating to the use and/or delivery of Hydrogen gas furnished hereunder and the information therein are proprietary to BOO OPERATOR. YYY may not reproduce or distribute such materials except: (a) to government agencies for the purpose of obtaining permits; and (b) to YYY's employees for the purpose of carrying out their duties relating to the use of Hydrogen gas. In the case of any of the aforementioned disclosures; YYY "agrees to inform its employees or governmental agencies that such information is the confidential information of BOO OPERATOR and is to be treated accordingly. All such materials relating to Products supplied directly by BOO OPERATOR (except information as may be established to be in the public domain) shall be received in confidence and YYY shall exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary material. Unless otherwise agreed to by the parties, YYY agrees that it shall keep all such material confidential for a period, which shall expire immediately after the expiry or termination date of the Agreement.	We seek to revise as follows - "All drawings, diagrams, specifications, operating data, pricing and costs and other materials furnished by BOO OPERATOR relating to the use and/or delivery of Hydrogen gas furnished hereunder and the information therein are proprietary to BOO OPERATOR. YYY may not reproduce or distribute such materials except: (a) to government agencies for the purpose of obtaining permits; and (b) to YYY's employees for the purpose of carrying out their duties relating to the use of Hydrogen gas. In the case of any of the aforementioned disclosures; YYY "agrees to inform its employees or governmental agencies that such information is the confidential information of BOO OPERATOR and is to be treated accordingly, provided however YYY shall be solely responsible for maintaining the confidentiality obligations and shall be responsible for the acts of its employees. , All such materials relating to Products supplied directly by BOO OPERATOR (except information as may be established to be in the public domain) shall be received in confidence and YYY shall exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary material. Unless otherwise agreed to by the parties, YYY agrees that it shall keep all such material confidential for a period, which shall expire after three years from the date of expiry or early termination of this Agreement. Immediately after the expiry or termination date of the Agreement. "	Please follow tender conditions
240	GHPA001	27 II A ©	146	c) The seat of the arbitration shall be Mangalore. The language of arbitration shall be English.	c) The seat of the arbitration shall be Bangalore Mangalore . The language of arbitration shall be English.	Shall be considered
241	GHPA001	27 III	147	Change in Law	We seek to add the following - If the Boo Operator's costs change due to government action, or a change in law or regulation (including, but not limited to with respect to taxation, duties or levies or due to a change in input costs, or change in costs outside the control of the BOO Operator or change in cost associated with greenhouse gases or emission tax or change is operational cost and expenditure) then the BOO Operator shall have the right to adjust charges to take account of such change in its costs."	Please follow tender conditions
242	GHPA001	2	81	Term	We request to add the following in line with all similar BOO projects for H2 supply and to address the scenario of Force Majeure during operating term: In the event that production in the XYZ and/or MRPL's Plant is suspended on account of Force Majeure, the duration of the AGREEMENT shall be automatically extended by the period as given below provided that the AGREEMENT is not terminated as a result of such Force Majeure in accordance with the provisions of the AGREEMENT: Force Majeure occurred in years 1- 5: 3 day's extension for each day of Force Majeure Force Majeure occurred in years 6 -10: 2 day's extension for each day of Force Majeure Force Majeure occurred in years 11-25: 1 day extension for each day of Force Majeure	Please follow tender conditions
243	GHPA001	12.II.(b)	103	Scheduled outage	We can not accept indemnity provision, as it implied indirect and consequential losses, unlike other similar tenders for BOO supply of Hydrogen.	Please follow tender conditions
244	GHPA001	14.b)	106	Sale and Purchase	The terms of support and assistance by XYZ to YYY to be mutually agreed.	please follow tender conditions
245	GHPA001	16.C.IV	111	Scheduling	We can not accept indemnity provision, as it implied indirect and consequential losses, unlike other similar tenders for BOO supply of Hydrogen.	Please follow tender conditions
246	GHPA001	17.VII	113	Specifications & Offspec Product	We can not accept indemnity provision, as it implied indirect and consequential losses, unlike other similar tenders for BOO supply of Hydrogen.	Please follow tender conditions
247	GHPA001	18.I	115	Pricing	Invoicing shall be based on meter reading. Breakdown of charges and material balance are not required.	Please follow tender conditions
248	GHPA001	18.V	116	Pricing	Breakup of cost is not required.	Please follow tender conditions
249	GHPA001	18.VII & VIII	116	Pricing	We can not share cost backup nor can we agree to review LCOH every 5 years. The BOO Operator is taking entire price risk for 25 years and hence this is not acceptable.	Please follow tender conditions
250	GHPA001	18.IX	116	Pricing	The standby letter of credit should be for an amount equal to 3 months invoice value, in line with article XI.	Noted. The value of Stand By Letter of Credit (Clause 18 IX) shall be changed to 3 months average invoice value to align with Clause 18 XI
251	GHPA001	19.A.I	118	Liquidated damages	We request to revise it to: In the event that the GHPU has not been commissioned on or prior to the Scheduled Delivery Date, for reasons other than Force Majeure solely attributable to XYZ, BOO OPERATOR shall be liable to pay to YYY liquidated damages which shall be computed as per the formula provided below: Applicable price reduction shall be 1/8% for each completed week or part thereof subject to maximum of 5% of the total Project cost (Which is considered as LCOH x Annual Capacity x 7.5 years)	please follow tender conditions
252	GHPA001	19.A.III	119	Liquidated damages	Liquidated damages in case of short supply by BOO Operator: <95% of annual capacity: 20% of LCOH, in line with other tenders	please follow tender conditions
253	GHPA001	19.A.IV	119	Liquidated damages	min 8000 hrs of offtake to be removed as shortfall should be based on offtake quantity only.	Shall be considered
254	GHPA001	19.VI		Liquidated damages	Invoices has to be raised with GST.	Liquidated damages are not subject to levy of GST, hence invoice will not be raised.
255	GHPA001	21.A	125	Force Majeure	Request to revise as: Force Majeure" shall mean war (declared or undeclared), revolution, civil war, tidal wave, fire, explosion, major flood, earthquake, sabotage, terrorism activity of a severe magnitude, quarantine or other act of God, epidemic and pandemic as notified by the appropriate government, rules and regulations or orders prohibiting the establishment or operation of the BOO OPERATOR's/XYZ's Production Plant or relevant plant of YYY, Renewal Power Plant set up by XYZ or Arranged through a third party by XYZ for the supply of renewable Energy, national strike (if BOO OPERATOR's/XYZ's Production Plant, Renewal Power Plant set up by XYZ or Arranged through a third party by XYZ for the supply of renewable Energy and YYY's relevant plant are affected) and catastrophic failure of vital equipment within one year of commissioning which prevents in whole or part the performance by IOCL or the JOB WORKER of its obligations under the Contract through no fault of their own but will not include a self-induced Force Majeure, or equipment break down, commercial hardship or financial inability." The events of Force Majeure should be massive, unpredictable and beyond the control of the affected Party.	Please follow tender conditions
256	GHPA001	23	133	Consequences of Termination	We seek to add the provision for recovering cost in the event the agreement is terminated by the BOO Operator for YYY's event of default.	please follow tender conditions
257	GHPA001	25B	139	BOO Operator shall be required to issue tax invoice, in the name of owner, in accordance with GST act and/or rules so that input tax credit can be availed by Owner. In the event that the BOO Operator fails to provide the invoice in the form and manner prescribed under the GST act read with GST invoicing rules there under, Owner shall not be liable to make any payment on account of GST against such invoice. Provided further that OWNER has to intimate any changes well within time so that BOO Operator can make necessary changes.	BOO Operator shall be required to issue tax invoice, in the name of owner, in accordance with GST act and/or rules so that input tax credit can be availed by Owner. In the event that the BOO Operator fails to provide the invoice in the form and manner prescribed under the GST act read with GST invoicing rules there under, Owner shall not be liable to make any payment on account of GST against such invoice. Provided further that OWNER has to intimate any changes well within time so that BOO Operator can make necessary changes.	please follow tender conditions
258	GHPA001	25.B.e	140	The BOO Operator shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. The BOO Operator would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to Owner along with other consequential implications in cases where BOO Operator defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTIN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa or any other non-compliance of tax laws; by issuance of suitable credit note to Owner. In case, BOO Operator does not issues credit note to Owner, Owner would be constrained to recover the amount including interest / penalty payable along with Statutory levy/Tax, if any, payable on such recovery.	The BOO Operator shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. The BOO Operator would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to Owner along with other consequential implications in cases where BOO Operator defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTIN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa or any other non-compliance of tax laws; by issuance of suitable credit note to Owner. In case, BOO Operator does not issues credit note to Owner, Owner would be constrained to recover the amount including interest / penalty payable along with Statutory levy/Tax, if any, payable on such recovery only upon paying providing proof of payment of interest & penalty.	Follow tender conditions
259	GHPA001	25.B.f	140	TDS under GST, if applicable shall be deducted from BOO Operator's bills/invoices at applicable rates and a certificate as per rules for tax so deducted shall be provided to BOO Operator.	TDS under GST, if applicable shall be deducted from BOO Operator's bills/invoices at applicable rates and a certificate as per rules for tax so deducted shall be provided to BOO Operator. The OWNER will provide the reconciliation statement of TDS deducted upon request of the BOO Operator.	Details of all deductions made against any invoice will be provided in the payment intimation advice sent to the BOO operator
260	GHPA001	25.B.g	140	The BOO Operator will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the BOO Operator shall avail and pass on benefits of all exemptions/concessions available under tax laws.	Please clarify what benefit has to be passed on?	please follow tender conditions
261	GHPA001	25.B.j	141	In case of delay in commissioning / failure in smooth operation as per contract, BOO OPERATOR shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) defined in clause 25. In case BOO OPERATOR raises invoice for full value, then BOO OPERATOR shall issue Credit note towards applicable PRS amount and corresponding applicable taxes.	Instead Owner is requested to raise penalty invoice with GST and BOO Operator will raise invoice for gross value.	Currently, MRPL does not raise any invoice for any deduction made towards LD or PRS.



मंगलूर रिफाइनरी एंड पेट्रोकेमिकल्स लिमिटेड MANGALORE REFINERY & PETROCHEMICALS LTD.
सामग्री विभाग MATERIALS DEPARTMENT

MRPL E-Global Tender No.: MRPL_GH2_BOO1_01 Date: 01.10.2024 FOR PROCUREMENT OF 10 KTPA GASEOUS GREEN HYDROGEN (GH2) ON BOO MODE

S.N.	Doc Ref	Clause	Pg No.	Terms & Conditions	Bidder Remarks	MRPL Remarks
262	GHPA001	25.B.k	141	In case if any financial implication arises on Owner due to issuance of invoice without reduction in price or non-issuance of credit note, the same shall be to the account of BOO Operator. Owner shall be entitled to recover such GST amount together with penalties and interest, if any, against any amount paid or become payable by Owner in future to BOO Operator.	This is a broader indemnity and is not acceptable	please follow tender conditons
263	GHPA001	25.B.l	141	2 In case of applicability of any penalty / recovery, as per provisions of contract, Owner shall raise invoice / debit note on BOO Operator after charging GST, if applicable, as per prevailing provisions of GST law.	This is a broader indemnity and is not acceptable. Again contradicts with clause j	please follow tender conditons
264	Special Conditions of Contract, Section I	5	13	Technical Specification supersedes MRPL's General Purchase Conditions	We seek to revise as - Technical Specification and the GHPA shall supersedes MRPL's General Purchase Conditions	GHPA and Technical specifications will be above in the order of precedence.
265	GHPA001	4.o)	84	Obligations of BOO Operator	We understand that bidder's responsibility is to lay hydrogen pipeline upto MRPL refinery boundary wall. Plz confirm.	Understanding is correct. The GPS coordinates are provided along with this clarification. All needful planning,survey,design etc to be done by the bidder.
266	GHPA001	4.q)	85	Obligations of BOO Operator	Clause is not clear. Plz clarify/elaborate.	Hydrogen Storage is not permitted inside Refinery. As this is a BOO Unit, applicability needs to be ascertained based on the statutory guidelines and approvals which is to be done by the bidder.
267	GHPA001	6.f	56	Operational Requirements	Request to revise water spec to max 50 ppmv, in line with previous tender of MRPL as well as other similar tenders from other refiners.	please follow tender conditions
268	GHPA001	16.C.IV	111	Scheduling	Request to allow variation of 30-140% of nominal rate, in view of variability in RE power supply, in line with other RFQ for similar projects.	Please follow tender conditions
269	PDF: GHPQC001_GPTS001_GHPA001 pg. 9 of 36	A . III (v)		Technical Criteria: EQ	We understand that a Registered Electrolyser Manufacturer means an electrolyser manufacturing entity registered anywhere in the world. Please confirm our understanding.	Understanding is correct. Registered company
270	PDF: GHPQC001_GPTS001_GHPA001 pg. 9 of 36	A . III (v)		Technical Criteria: EQ	The documentation requirement is mentioned as "Bidder to submit supporting documents for having met the Criteria for electrolyser experience". Kindly confirm that an undertaking/affidavit from the EQ towards an under-construction facility of >7.5 MW capacity would be considered sufficient.	please follow tender conditons
271	PDF: GHPQC001_GPTS001_GHPA001 pg. 9 of 36	A . III (v)		Technical Criteria: EQ	We request that definition of "Electrolyser" for qualification as Electrolyser Manufacturer be aligned with the definition in RFS for electrolyser manufacturing under SIGHT scheme	Please follow tender conditions
272	PDF: GHPQC001_GPTS001_GHPA001 pg. 9 of 36	A . III (vi)		Technical Criteria: RE	A) Request you to confirm that the 1 year continuous operation requirement for renewable energy plant can be for any 1 plant and not for the entire 150 MW installed capacity B)Request you to confirm that the cumulative of multiple projects RE installed capacity to be 150 MW	1) Any one plant or multiple plants producing 150 MW shall meet the criteria together 2) Cumulative of multiple units shall be 150 MW AC
273	PDF: GHPQC001_GPTS001_GHPA001 pg. 10 of 36	A . III (vii)		Technical Criteria: O&M	We request that experience of hydrogen handling be removed from O&M qualification and experience of power plant O&M be considered as qualification criteria. We have executed multiple O&M projects in the sectors like Power, Refinery, Chemical, pharmaceutical etc.	Please follow tender conditions
274	PDF: GHPQC001_GPTS001_GHPA001 pg. 11 of 36	A . III (viii)		Technical Criteria: PD	Request you to explicitly clarify that development of renewable power projects shall be considered under power sector.	Please follow tender conditions
275	PDF: MRPL_GH2_BOO1_01_section_I pg. 1 of 13	-		Bid submission timeline	Considering time required for land and water source identification, we kindly request to extend bid submission by 5 months from the date of receipt of response of pre-bid queries.	Extended upto 30.12.2024
276	PDF: GHPQC001_GPTS001_GHPA001 pg. 37 of PDF	-		Technical Specifications	Since MRPL has not given the technical specification, BOO operator shall be allowed to follow its own specs/vendor standard specs. For the equipment and systems in its scope Please confirm.	This is a BOO Unit and Bidder shall carry out its own assment.
277	-	-		General	Since MRPL has not given the specific vendor list, BOO operator shall be allowed to follow its own vendor list for equipment and systems. Please confirm.	This is a BOO Unit and Bidder shall carry out its own assment.
278	-	-		General	This is our first set of queries second set of queries will be submitted in couple of days. We request MRPL to kindly accept such staggered submission.	NOTED
279	PDF: GHPQC001_GPTS001_GHPA001 page 59 of 162	8.0		Project Timeline	Considering time required for the financial closure, land acquisition, GHPA signing activities, 27 months is a challenging timelines. We request MRPL team to consider minimum 36 months for the Project Timeline	Bidder to follow tender conditions.
280	PDF: GHPQC001_GPTS001_GHPA001 page 59 of 162	7.0		Payment terms	The LCOH shall be reviewed jointly every 5 (five) years, and accordingly mutually agreed LCOH shall be arrived at. In case of reduction in LCOH more than 10%, 50% of the reduction cost shall be passed to MRPL In the similar way, we propose to share impact of an increase in LCOH. 50% by BOO operator and 50% by MRPL Pl. confirm	please follow tender conditions
281	PDF: MRPL_GH2_BOO1_01_Section_II.Pg. 29 of 86	66		POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT – MAKE IN INDIA) (PP-LC MII);	We kindly request MRPL to provide more clarity on the Purchase Preference linked to Local content 1. How much margin would be provided as a purchase preference for local content 2. This tender being BOO basis; requesting MRPL to guide on how local content would be calculated ? (Equipment portion + O&M Service portion) 3. Requesting MRPL to share some Examples for the Purchase preference considering 1/2 scenarios for BOO Tender and % of Local Content	Bidder to follow tender conditions.
282	GHPQC001	III.(vi)	9	Technical Criteria for RE	In most of the RE projects, to avoid cross subsidy surcharge, the corporate buyer holds 26% equity in the Special Purpose Vehicles (SPV) formed for that RE project. As a result, these SPVs are subsidiaries of the RE provider, wherein, majority stake is held by the RE provider. We request you to accept work done by such SPVs.	please follow tender conditons