

BIDDER'S QUERIES (TECHNICAL)

SL. No	BIDDINGDOCUMENT - Tender no: 3200000521		SUBJECT	BIDDER'SQUERY	OWNER'SREPLY
	PAGENO.	CLAUSENO			
1	Page 238 and 240 of 258	OVERALL SCOPE OF WORK and PHASE 2, CLAUSE 2	DETAILED ENGINEERING	Request you to please consider that Detailed engineering will be done by the counter drones system vendor, since the system details are proprietary and fully vendor dependent. The consultant will have no role in the detailed engineering. We request MRPL to consider restricting bidder's scope to Basic Engineering	Noted and Agreed.
2	Page 239 of 258	CLAUSE NO 4	DOCUMENTATION AND EVALUATION OF EXISTING RADIO FREQUENCIES	The bidder understands that the interference assessment will be done on basis information provided by user / technical departments of the client. Primary assessment / measurement of the RF environment using specialised equipment is not envisaged by the bidder. Please confirm this understanding.	Primary assessment / measurement of the RF environment using specialized equipment is in scope of bidder (without additional cost to MRPL)
3	Page 239 of 258	CLAUSE NO 8	OPERATIONAL ASPECTS AND SOPs	The RFP mentions that only the assessment and evaluation of SoPs and other operational aspect requirements is to be done during the Phase I of the project. Bidder assumes that actual	The SOPs mentioned as scope of Phase-1 are the existing SOPs and security protocols and linkages with

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	PAGENO.	CLAUSENO			
				preparation of the SoPs etc identified in Phase I, will be carried out in phase III, when the system is configured and finalised. Besides, these documentations will be only pertaining to physical security aspect related to only the counter drone systems. Please confirm	outside stake holders. What is expected of the bidder is that during the preparation of Feasibility Report and Cost estimate, the bidder should consider the SOPs and protocols while designing the solution. In Phase-3. SOPs for the activation and operation of the counter drone system shall be prepared by the successful LSTK supplier and system integration and vetted by the consultant.
4	Page 241 of 258	CLAUSE 15	MATERIAL RECONCILIATION	Since MRPL will not be supplying any material to vendor, this may not be required. Request to consider removing this from scope	Material Reconciliation is required for any material / equipment / items which are taken inside the

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	PAGENO.	CLAUSENO			
					refinery premises. Hence this is part of the scope.
5	Page 242 of 258	CLAUSE G	QA PLANS	Bidder understands that QA plans are prepared by vendors – since these are for equipment. Consultant will review the QA plan for completeness and acceptance by MRPL. Please confirm	QA plans are for the equipment and the overall solution. In addition to the QA plans submitted by the LSTK vendors, it is also expected that the consultant prepares any additional QA plans if required for the successful implementation of the system. All QA plans submitted by the LSTK vendor shall be vetted by the Consultant.
6	Page 246 of 258	EXHIBIT 5; CLAUSE 1	MRPL OBLIGATIONS (CONSULTANT SUPPORT FOR 3 YEARS)	As bidder understands, this is a passive support and restricted to providing existing data and methods etc from the project, if required in the future. Bidder does not envisage any visits / active	Bidder Understanding is correct.

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	PAGENO.	CLAUSENO			
				engagement for this support. Kindly confirm our understanding.	
7	Page 246 of 258	EXHIBIT 5	MRPL OBLIGATIONS	<p>The bidder assumes following support to be available from MRPL:</p> <ol style="list-style-type: none"> 1. MRPL shall support in facilitation of meetings with engagement stakeholders as and when requested. 2. MRPL shall facilitate all necessary approvals for access to sites, products and services or any other relevant data as may be required 3. MRPL will take all the necessary statutory and regulatory permissions related to demonstration / procurement / supply / deployment of the counter drone solution, with liaison support by counter drone system vendor and technical / documentation assistance by bidder. 	<p>Bidder Understanding is correct.</p> <p>MRPL will support in facilitation of meetings with stakeholders and necessary approvals for access to sites, products and services.</p> <p>Any confidential data will not be shared with the successful bidder.</p> <p>In Phase-1, the successful bidder shall provide all assistance and coordination with the required regulatory body for carrying out demonstration of the system.</p>

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	PAGENO.	CLAUSENO			
				<p>4. All necessary details and relevant data (other than confidential data) with respect to available systems and its functional status will be made available to the successful bidder.</p> <p>5. MRPL will provide work spaces for the successful bidder as required for completion of the project.</p>	Work spaces for successful bidder shall be provided by MRPL.
8	PAGE 243 OF 258	CLAUSE 1 – TIME SCHEDULE	COMPLETION SCHEDULE	<p>The scope of work will require:</p> <ol style="list-style-type: none"> 1. During Phase I: Extensive working to get the permits for drone operations (for testing) and may also require specific permits for counter drone demos. 2. During Phase III: Most of the systems will be imported and will be subject to extensive licencing requirements for the vendors. These are long processes. <p>Request MRPL to consider the following schedule, considering complexities involved:</p>	Noted and Agreed.

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	PAGENO.	CLAUSENO			
				Phase I – 5 months Phase II – 6 months Phase III – 10 months From respective dates mentioned in the tender document	
9	PAGE 123 OF 258	ANNEXURE – II TO SPECIAL CONDITIONS OF CONTRACT	CONTRACT WORKERS SAFETY POLICY	Since this is not applicable to the current scope of work, request kindly remove this section.	This policy is not applicable to successful bidder.
10	GENERAL	GENERAL	NUMBER OF TENDERS	Considering the complexities involved in the integration of various modules and components, the bidder advises that a single LSTK Tender for one System Integrator for the entire counter drone system will required to be floated. Thus the bidder assumes efforts for only a single tender. Please confirm this assumption.	Noted. However, bidder shall consider efforts for additional tendering for any specific requirement at the time of LSTK tender.
11	GENERAL	GENERAL	SCOPE FOR DEMONSTATION	The bidder assumes that the demo will be carried out for detection only. This is because during demonstration of the interdiction, the drones will likely get destroyed / incapacitated. No drone vendor will agree to destruction of its	Noted.

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	PAGENO.	CLAUSENO			
				drones, unless compensated in full. Request MRPL to consider and accept demo for only detection system.	
12	GENERAL	GENERAL	DEMONSTRATIONS ON CHARGEABLE BASIS.	The bidder will make all attempts to have the counter drones system vendor to provide a NCNC (No Commitment / No Charge) demo to MRPL. However, if it is required to pay any charges for the counter drone system vendor, the same will be borne by MRPL.	This will be considered in Form SP-1, Sl. No. C and the UOM may be read as Drone-days.

BIDDER'S QUERIES (COMMERCIAL)

SL. No	BIDDINGDOCUMENT - Tender no: 3200000521		SUBJECT	BIDDER'SQUERY	OWNER'SREPLY
	PAGENO.	CLAUSENO			
1	Page 23 of 24	ARTICLE 23 (LIMITATION OF LIABILITY & EXCLUSION OF GOVT OF INDIA'S LIABILITY) Point no.23.1 LIMITATION OF LIABILITY: 23.1.1 Form of Contract	LIMITATION OF LIABILITY & EXCLUSION OF GOVT OF INDIA'S LIABILITY	Request you to please consider and update the term as "The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."	Follow tender terms
2	Page 19 of 24	ARTICLE – 15 (SUSPENSION, CANCELLATION,	SUSPENSION, CANCELLATION, TERMINATION & RISK PURCHASE	Request you to please consider and add the term as "The consulting firms may terminate this Agreement, or any particular Services, immediately upon written notice to Client if	Follow tender terms

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	PAGENO.	CLAUSENO			
		TERMINATION & RISK PURCHASE) 15.3 TERMINATION : Form of Contract		Consulting firms reasonably determine that Consulting Firms can no longer provide the Services in accordance with applicable law or professional obligations.”	
3	Page 8 of 24	ARTICLE – 12 (FORCE MAJEURE) Form of Contract		Request you to please consider and add below clause to under Force Majeure to facilitate remote working (Consulting firms to evaluate the requirement of below clause) (ii) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (iii) Where Consulting firms Personnel are required to be present at Client's premises, Consulting firm will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for	Follow tender terms

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	PAGENO.	CLAUSENO			
				remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an Consulting firm resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	
4	Page 21 of 43	Proposal Forms - 17.0	that the Bidder is not under liquidation, court receivership or similar proceedings	Request you to please consider and update the term as "that the Bidder is not under any liquidation, court receivership or similar proceedings."	Follow tender terms
5	Page 5 of 24	ARTICLE –9 (INSURANCE) Form of Contract	INSURANCE	Request you to please consider adding the following clause: EY should not agrees to procure various types of Insurance and We should inform our clients that EY maintains professional indemnity insurance only. Such professional indemnity insurance covers our professional liability up to an appropriate level sufficient	Follow tender terms

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	PAGENO.	CLAUSENO			
				for the purposes of this engagement, .Since the PII policy is confidential, the terms of the policy shall not be disclosed	
6	Page 7 of 24	ARTICLE – 10 (INDEMNITY) Form of Contract	INDEMNITY	Request you to please consider removing this clause as this is additional liability to the bidder	Follow tender terms
7	Page 8 of 24	ARTICLE – 11 (SECRECY) Point no. 11.3 Form of Contract	SECRECY	CONSULTANT shall likewise have secrecy obligations in respect of confidential information provided by MRPL. We request you to please consider and add the terms as "These obligations shall be valid for a period of 1 year from the date of termination of this Agreement."	Follow tender terms
8	Page 21 of 24	ARTICLE – 16 (PATENTS) Point no 16.1 Form of Contract	PATENTS	CONSULTANT shall, subject to the limitations contained in this Article, indemnify and hold MRPL. Request you to please consider removing this clause as this is additional liability to the bidder	Follow tender terms
9		Dispute resolution	Dispute resolution	Request you to please consider adding the following clause: 1.1 Any dispute arising out of or in connection with this Agreement shall be referred by written notice: 1.1.1 first to the Service Manager of each Party who shall meet and endeavour to	Follow tender terms

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	PAGENO.	CLAUSENO			
				<p>resolve the dispute between them within five (5) Business Days of such notice; and</p> <p>1.1.2 failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of Consulting firms (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.</p> <p>1.2 If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties</p>	

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10		Intellectual property rights	Intellectual property rights	Request you to please consider adding the following clause: (i) The Consulting firm may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consulting firm own in performing the Services. Notwithstanding the delivery of any Reports, the Consulting firm shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consulting firm compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	Follow tender terms
11		Confidentiality	Confidentiality	Request you to please add the following clause as it is a standard clause as per the obligations of the professional services/consulting firm and such disclosures are required by law. "Except as otherwise permitted by this	Follow tender terms

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	PAGENO.	CLAUSENO			
				<p>Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</p>	

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	PAGENO.	CLAUSENO			
12	GENERAL	ADDITIONAL CLAUSE	OUTER LIMITS FOR SCHEDULE (PHASE II AND PHASE III)	While bidder agrees that Phase II and Phase III orders will be placed based on approvals of DFR carried out in Phase I, MRPL to kindly confirm the outer time limit for Phase II and Phase III order placement on the successful bidder.	Within 6 months after execution of Phase-I order
13	Page 257 of 258	CLAUSE C	UoM for drone deployment	Bidder request MRPL to review the Units of Measurements for drones deployment to be "Drone-days" instead of "Days". Besides it is requested to budget for atleast 20 drone days, since 10 drone days will be insufficient	Noted.
14	Page 257 of 258	Notes to Form-SP1 – Clause 2(e)	Per Diem Charges	Considering the remote location, bidder requests MRPL to provide for the lodging and boarding of bidder's personnel deputed to site (even if on chargeable basis).	Lodging and boarding if provided by MRPL will be in MRPL Guest house (based on availability) on chargeable basis. However, there are good accommodations in the vicinity of MRPL.