

**MANGALORE REFINERY & PETROCHEMICALS LTD.**  
(A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC)  
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**Addendum-3 dated 26.12.2023**

**To**

**Tender No. 320000752 dated 31.10.2023**

**For**

**Main EPC Package For MRPL Refinery Complex**  
**Power System Upgradation Project**

**With reference to the above tender, bidders are requested to note the following:**

The items, conditions, specification and stipulations of the Bidding Documents and the modified portion to the extent indicated in

- a) Annexure-I: Commercial Addendum
- b) Annexure-II: Technical Addendum
- c) Annexure-III: Reply to Pre-bid Queries

The implications of the same, elsewhere in the tender shall be taken care of appropriately by the bidders. All other terms and conditions, stipulations and specifications of tender shall remain unaltered.

**Note:**

Bidder shall submit copy of these documents along with the techno-commercial bid, **duly signed and stamped**, as a token of having read and understood the same.

**Addendum-3****Annexure-I: Commercial Addendum**

<b><u>Sl. No.</u></b>	<b><u>Reference Section No./ Clause No.</u></b>	<b><u>Addition/Deletion/Modification</u></b>
1.	<b><u>Vol. I of II; Page 1 of 490;</u></b> <b><u>Tender Download End</u></b> <b><u>Date &amp; Time</u></b> <b><u>and</u></b> <b><u>Subsequent Addendum-1</u></b> <b><u>Dated 28.11.2023</u></b> <b><u>and</u></b> <b><u>Subsequent Addendum-2</u></b> <b><u>Dated 13.12.2023</u></b>	<b><u>The Tender Download End Date &amp; Time shall be read</u></b> <b><u>as 11.01.2024, 15.00 Hrs</u></b>
2.	<b><u>Vol. I of II; Page 1 of 490;</u></b> <b><u>Bid Closing Date &amp; Time</u></b> <b><u>and</u></b> <b><u>Subsequent Addendum-I</u></b> <b><u>Dated 28.11.2023</u></b> <b><u>and</u></b> <b><u>Subsequent Addendum-2</u></b> <b><u>Dated 13.12.2023</u></b>	<b><u>The Bid Closing Date &amp; Time shall be read as</u></b> <b><u>11.01.2024, 15.00 Hrs</u></b>
3.	<b><u>Vol. I of II; Page 1 of 490;</u></b> <b><u>Un-Priced Bid Opening</u></b> <b><u>Date &amp; Time</u></b> <b><u>and</u></b> <b><u>Subsequent Addendum-I</u></b> <b><u>Dated 28.11.2023</u></b> <b><u>and</u></b> <b><u>Subsequent Addendum-2</u></b> <b><u>Dated 13.12.2023</u></b>	<b><u>The Un-Priced Bid Opening Date &amp; Time shall be read</u></b> <b><u>as 11.01.2024, 15.30 Hrs</u></b>

**Addendum-3**

**Annexure-II: Technical Addendum**

<b><u>Sl. No.</u></b>	<b><u>Reference Section No./ Clause No.</u></b>	<b><u>Addition/Deletion/Modification</u></b>
1.	<b><u>None</u></b>	<b><u>None</u></b>

**Addendum-3**

**Annexure-III: Reply to Pre-bid Queries**

**Please refer to the next sheets**

**Pre Bid Queries for MRPL E-PUBLIC Tender No.: 3200000752 for  
Main EPC Package for Refinery Complex Power System Upgradation Project**

Sr. No.	Clause No.	Document Clause	Subject	Queries by Bidder	Replies by Purchaser
1			ICT-2	Kindly provide the impedance value for Minimum & Maximum taps( not at ONAN & ONAF rating) to check parallel operation feasibility.	Bidder to consider the following impedances of ICT-2: 9.92% (IS Tol.) @ 25 MVA and 12.5% (IS Tol.) @ 31.5 MVA Bidder to note that no two ICTs shall run in parallel operation.
2			1.As per amendment-1 of S. No. 109 one of the bidders has been mentioned aluminium corrugated sheath, whereas in cable technical specification of clause 4.6.9 same is not mentioned. Generally in petrochemical industries Lead Alloy 'E' sheath has recommend as radial moisture barrier.  <b>4.6.9 Cable</b> 220 kV power cable shall be single core type with stranded copper conductor, semiconducting compound conductor screen, VPI insulated, semiconducting compound insulation screen, radial & longitudinal water barrier tape, metallic sheath and HDPE grade outer sheath. The conductor screen, insulation and insulation screen shall be laid in triple extrusion process. The 220 kV power cable size shall be 2C x 630 sq mm (2C) VPI for all applications.	So please review and confirm type of metallic sheath / radial moisture barrier and note that in case of lead alloy sheath additional copper wire screen to be consider for meeting the short circuit current.	Both aluminium sheath and lead alloy sheath with additional copper screen are acceptable.
3			220kV EHV Cable	Please provide required current for 630 sq.mm 220 kV cables.	Bidder is not required to check the 220 kV cable sizing as the background for the same is different. Please follow the 220 kV cable sizes mentioned in the tender document.
4			220kV EHV Cable	Please mention cable laying configuration i.e., trefoil/flat, underground/above ground, unfilled concrete covered trench etc.	220 kV cables shall be laid in trefoil formation inside RCC cable trench (trenches shall be sand-filled without the use of cable trays inside).
5			Amendment-1 (Engineering Design Philosophy)	For Scope of work EIL Design basis shall not be applicable. i.e For scope of work RFQ document shall prevail. Please confirm	It is confirmed that the EIL DBR shall not be used for determination of the scope of work for this package.
6	Page no. 121/490	General Conditions of the Contract-Clause no. 2.7.0.0	CANCELLATION OF CONTRACT  2.7.1.0 to 2.7.4.0-The OWNER shall be entitled at any time at its discretion to cancel the Contract, if in the opinion of the OWNER the cessation of the work.....AND THE CONTRACTOR shall not be entitled to any compensation in addition to the payments specifically provided for above, and the CONTRACTOR hereby specifically waives any and all contrary rights and claims whatsoever.	<a href="#">All entitlements under GCC Clause 2.7.4.0 to be made applicable to Terminations under GCC Section 7 of the Contract</a>  <a href="#">Justification for Query</a> Contractor should be entitled to be paid for completed works and materials delivered irrespective of cause of termination since that work is already done and benefit will be available to MRPL for the same	Cancellation and Terminations are two different clauses.
7	Page no. 123/490	General Conditions of the Contract-Clause no. 2.8.2.0	SUSPENSION OF WORK AND SUPPLIES  The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by the CONTRACTOR by virtue of any suspension as aforesaid, notwithstanding that consequent upon such suspension, the machinery, equipment and / or labour of the CONTRACTOR or any part thereof shall be or become or be rendered idle and notwithstanding that the CONTRACTOR shall be liable to pay salary, wages or hire charges and expenses thereof or therefor.	<a href="#">Bidder's request for Modificaton as per below</a>  <a href="#">For any such suspension lasting longer than 90 days</a> , The CONTRACTOR shall <b>not</b> be entitled to claim compensation for any loss or damage sustained by the CONTRACTOR by virtue of any suspension as aforesaid, <del>notwithstanding that consequent upon such suspension, the machinery, equipment and / or labour of the CONTRACTOR or any part thereof shall be or become or be rendered idle and notwithstanding that the CONTRACTOR shall be liable to pay salary, wages or hire charges and expenses thereof or therefor.</del>  <a href="#">Justification for Query</a> This is suspension for reasons not attributable or not for contractor's fault and hence Contractor should be compensated for such expenses beyond a reasonable period as proposed	May please refer clause No. 2.8.4.0

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Sr. No.	Clause No.	Document Clause	Subject	Queries by Bidder	Replies by Purchaser
8	Page no. 163-164/490	General Conditions of the Contract-Clause no. 5.2.5.0	<p>TESTS, COMMISSIONING AND POSSESSION OF WORKS</p> <p>Notwithstanding anything provided in Clause 5.2.3.0, Clause 5.2.4.0 and Clause 5.2.4.1 hereof, the OWNER shall be entitled without prejudice to any other rights of the OWNER or liabilities of the CONTRACTOR under the foregoing provisions hereof or otherwise under the Contract, including the rights of the OWNER under clause 4.4.0.0. hereof and associated clause thereunder and clause 7.0.1.0 hereof and associated clauses thereunder:</p> <p>(i) If by reason of any default on the part of the CONTRACTOR a Commissioning and Performance Test Certificate has not been issued in respect of the entire works within 28 (Twenty Eight) days after the date fixed for completion of the entire works in the Progress Schedule(s), to take over and use any portion of works in respect of which Commissioning and Performance Test Certificate has not been issued, with or without affording the CONTRACTOR further opportunity for completing the work for issue of the Commissioning and Performance Test Certificate.</p> <p>(ii) At any time during the progress of the works, notwithstanding that time for the completion of the entire works or concerned part, portion or section thereof according to the Progress Schedule(s) shall not have expired, to take over and/or use for any purpose the incomplete or partially completed works/UNIT or any part or portion or section thereof, as the case may be, and give the CONTRACTOR an opportunity for completing the work or relative part or portion or section thereof, as the case maybe, within the time for completion permitted therefor under the Progress Schedule and if in the opinion of the CONTRACTOR, such taking over and/or use shall require an extension of time for completion, the provision of Clause 4.3.5.0 hereof and associated clauses thereunder relating to extension of time shall apply.</p> <p>Provided always that take over, possession or use of the works/UNIT or any part or portion or section thereof by the OWNER within the provisions of item(i) and/or item(ii) above shall not be deemed to be an acceptance of work or relative part or portion or section thereof by the OWNER or relieve the CONTRACTOR of his full obligations in respect thereof under the Contract.</p>	<p><a href="#">Bidder's request for modification as per below</a></p> <p>TESTS, COMMISSIONING AND POSSESSION OF WORKS</p> <p>Notwithstanding anything provided in Clause 5.2.3.0, Clause 5.2.4.0 and Clause 5.2.4.1 hereof, the OWNER shall be entitled without prejudice to any other rights of the OWNER or liabilities of the CONTRACTOR under the foregoing provisions hereof or otherwise under the Contract, including the rights of the OWNER under clause 4.4.0.0. hereof and associated clause thereunder and clause 7.0.1.0 hereof and associated clauses thereunder:</p> <p>(i) If by reason of any default on the part of the CONTRACTOR a Commissioning and Performance Test Certificate has not been issued in respect of the entire works within 28 (Twenty Eight) days after the date fixed for completion of the entire works in the Progress Schedule(s), to take over and use any portion of works in respect of which Commissioning and Performance Test Certificate has not been issued, with or without affording the CONTRACTOR further opportunity for completing the work for issue of the Commissioning and Performance Test Certificate.</p> <p>(ii) At any time during the progress of the works, notwithstanding that time for the completion of the entire works or concerned part, portion or section thereof according to the Progress Schedule(s) shall not have expired, to take over and/or use for any purpose the incomplete or partially completed works/UNIT or any part or portion or section thereof, as the case may be, and give the CONTRACTOR an opportunity for completing the work or relative part or portion or section thereof, as the case maybe, within the time for completion permitted therefor under the Progress Schedule and if in the opinion of the CONTRACTOR, such taking over and/or use shall require an extension of time for completion, the provision of Clause 4.3.5.0 hereof and associated clauses thereunder relating to extension of time shall apply.</p> <p>Provided always that take over, possession or use of the works/UNIT or any part or portion or section thereof by the OWNER within the provisions of item(i) and/or item(ii) above shall <b>not</b> be deemed to be an acceptance of work or relative part or portion or section thereof by the OWNER <b>or and shall</b> relieve the CONTRACTOR of his full obligations in respect thereof under the Contract.</p> <p><a href="#">Justification for Query</a> Any parts that have been taken over and put to use cannot remain to contractor's risk and cost since they are not in Contractor's control anymore</p>	Please follow Tender conditions
9	Page no. 167/490	General Conditions of the Contract-Clause no. 5.3.4.0, 5.3.4.1 and 5.3.4.2	<p>COMPLETION CERTIFICATE(INSURANCE)</p> <p>5.3.4.0- Up to and until issue of the Completion Certificate as provided for herein above in respect of the works, the work(s) and all materials incorporated therein shall be and remain.....</p> <p>5.3.4.2 The policy(ies) of insurance aforesaid shall stipulate exclusive rights in the OWNER to receive all monies due in respect of such policy(ies), and the OWNER shall exclusively be entitled to receive all monies payable under said policy (ies). In default by the contractor to effect or maintain insurance as aforesaid, the Owner shall be entitled (but without obligation to do so) to take out/or pay the premium for any such policy (ies) and deduct the premium(s) and other costs and expenses incurred in this behalf by the Owner from the monies for the time due or payable or becoming due or payable to the Contractor.</p>	<p><a href="#">Bidder's request for modification as per below</a></p> <p>5.3.4.2 The policy(ies) of insurance aforesaid shall stipulate exclusive rights in the OWNER to receive all monies due in respect of such policy(ies), and the OWNER shall exclusively be entitled to receive all monies payable under said policy (ies), <b>provided there is no outstanding/unpaid amount towards the contractor against the said obligation.</b> In default by the contractor to effect or maintain insurance as aforesaid, the Owner shall be entitled (but without obligation to do so) to take out/or pay the premium for any such policy (ies) and deduct the premium(s) and other costs and expenses incurred in this behalf by the Owner from the monies for the time due or payable or becoming due or payable to the Contractor.</p>	Please follow the tender conditions.
10	Page no. 177/490	General Conditions of the Contract-Clause no. 6.3.3.0	<p>PRICE SCHEDULE</p> <p>The rates stated in the Price Schedule and the lump sum price(s) shall not be subject to escalation or increase for any reason whatsoever.</p>	<p><a href="#">Unless otherwise provided for under this Contract</a>, the rates stated in the Price Schedule and the lump sum price(s) shall not be subject to escalation or increase for any reason whatsoever</p> <p><a href="#">Justification for Query</a> Without this addition, the clause is contradictory to clauses which allows the contractor some cost compensation or revision in prices and hence this is important to harmonize the contract.</p>	Price escalation will not be allowed.
11	Page no. 188/490	General Conditions of the Contract-Clause no. 7.0.7.0	<p>TERMINATION(LD)</p> <p>If for any cause (including but not limited to resistance put up by the CONTRACTOR and/or his servants or agents or any court order consequent upon a suit or proceedings filed by the CONTRACTOR), the OWNER is unable to fully take over possession of the entire works within 7 (Seven) days from the date of completion of the measurements as contemplated above, the OWNER shall, in addition to all discounts, compensations and/or damages recoverable from the CONTRACTOR in terms hereof (including but not limited to OWNER's entitlements under Clause 4.4.0.0 and Clause 7.0.9.0 hereof) of otherwise, be entitled to recover from the CONTRACTOR liquidated damages in the amount equivalent to 1% (one percent) of the Lumpsum Price for each week or part thereof that the said taking over possession of any works is delayed beyond the period of 7 (seven) days specified above, subject to a maximum of 5% (five percent) of the Lumpsum Price.</p>	<p><a href="#">Bidder's request for modification as per below</a></p> <p>If for any cause <b>attributable solely to the Contractor</b> (including but not limited to resistance put up by the CONTRACTOR and/or his servants or agents or any court order consequent upon a suit or proceedings filed by the CONTRACTOR), the OWNER is unable to fully take over possession of the entire works within 7 (Seven) days from the date of completion of the measurements as contemplated above, the OWNER shall, in addition to all discounts, compensations and/or damages recoverable from the CONTRACTOR in terms hereof (including but not limited to OWNER's entitlements under Clause 4.4.0.0 and Clause 7.0.9.0 hereof) of otherwise, be entitled to recover from the CONTRACTOR liquidated damages in the amount equivalent to 1% (one percent) of the Lumpsum Price for each week or part thereof that the said taking over possession of any works is delayed beyond the period of 7 (seven) days specified above, subject to a maximum of 5% (five percent) of the Lumpsum Price.</p> <p><a href="#">Justification for Query</a> Contractor be responsible for what is not in its control</p>	May please refer SCC clause No. 71 for PRS.
12	Page no. 188/490	General Conditions of the Contract-Clause no. 7.0.8.0	<p>TERMINATION(MATERIAL POSSESSION BY THE OWNER)</p> <p>Notwithstanding anything provided in Clause 7.0.5.0 hereof, the OWNER shall have the right at any time prior to the removal of the same from the job site, to take possession of such of the CONTRACTOR's goods or equipment at any and all jobs sites as the OWNER shall deem fit, and the CONTRACTOR shall be entitled to compensation for any such goods or equipment taken over at cost thereof to the CONTRACTOR or depreciated value thereof in the case of equipment, whichever shall be less, such cost or value not to include the cost of transport, carriage or handling or storage, but to include the cost of freight to India on imported goods. The cost of goods and/or depreciated value of equipment taken over as determined by the Engineer-in-Charge shall be final and binding upon the CONTRACTOR.</p>	<p><a href="#">Bidder's request for deletion of clause no. 7.0.8.0</a></p> <p><a href="#">Justification for Query</a> MRPL cant unilaterally decide to take over our material and equipment without consulting the contractor on costs. This is very vague and will put the contractor at great losses.</p>	Please follow tender requirements. The issue can be further discussed after the award.

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Sr. No.	Clause No.	Document Clause	Subject	Queries by Bidder	Replies by Purchaser
13	Page no. 195/490	General Conditions of the Contract-Clause no. 8.7.0.0	<p>LIMITATION OF LIABILITY</p> <p>The aggregate liability of the CONTRACTOR to the OWNER (whether based on contract or tort, including negligence and strict or absolute liability) arising out of or under this Contract shall not exceed twenty percent (20%) of the Lump sum Price provided that no such limit shall apply in respect of:</p> <p>(i) any liability pursuant to CONTRACTOR's indemnity obligations under the contract; or                      (ii) any loss resulting from fraud, intentional or wilful misconduct or illegal or unlawful acts or omissions of CONTRACTOR, its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents; or                      (iii) any liability to rectify, repair, restore or replace any materials and/or works or deficiencies therein in terms of the Contract;                      (iv) any liability under clause 7.0.7.0 or Clause 7.0.9.0;</p> <p>AND provided always that such limitation shall exclude any amounts recovered under any policy (ies) of insurance taken out and/or maintained by the CONTRACTOR pursuant to the provisions of the Contract.</p>	<p><a href="#">Bidder's request for replacement of clause no. 8.7.0.0 as per below</a></p> <p><a href="#">Notwithstanding anything contained in the contract, The maximum liability of the contractor at all times, shall be limited to 100% of contract price. Contractor shall not be liable for any indirect, consequential, exemplary, special, punitive or incidental losses, damages or costs, including losses arising out of loss of profits or revenue, loss of business or data, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties, loss of power, cost of purchased or replacement power.</a></p> <p><a href="#">Justification for Query</a>                      Contractor is limiting the contractual remedies i.e. upto the 100% of the contract price along with disclaimer of indirect and consequential damages which is a standard practice</p>	Please follow tender requirements.
14	Page no. 318/490	Special conditions of the contract-clause no. 14.11	<p>FIRM PRICES:</p> <p>The quoted price shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever.</p>	<p><a href="#">Bidder's request for modification as per below</a></p> <p>FIRM PRICES:                      The quoted price shall remain firm and fixed <a href="#">except for variations as allowed under this Contract for major items like Transformer, Reactors, Structures, Steel, Civil and Erection etc. Price variation for variable items will be calculated based on IEEMA Indices and base month will be one month prior to Bid submission</a> and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever.</p> <p><a href="#">Justification for Query</a>                      To cope up with Market volatility with respect to raw material, Bidder's request for price variation against major items.</p>	Please follow tender requirements.
15	Page no. 149,188, 372/490	General Conditions of the Contract-Clause no. 4.4.0 and 7.0.7.0	<p>DISCOUNT AND LD</p> <p>1) Clause 4.4.0.0 Price adjustment for slippage in Mechanical completion @ 0.5% per week to 5% of the contract price                      2) Clause 7.0.9.0 CONTRACTOR liquidated damages on account of delay in take over possession by Employer @ 1% per week to 5% of the contract price</p>	<p><a href="#">Bidder's request for deletion of clause no. 4.4.0</a></p> <p><a href="#">Justification for Query</a>                      In a situation Contractor may miss Mechanical completion dates but may complete the project on time. Contractor is still liable to employer for penalty in the form of discount. Since this is Trunkey contract, request for deletion of the price adjustment for slippage in Mechanical completion clause as both clauses are working independently.</p>	The project time is defined as the time for Mechanical Completion. Hence, tender conditions shall remain unchanged. Please refer SCC clause No. 71 for PRS.
16	Page no. 383/490	General Conditions of the Contract-Clause no. 3.1	<p>ON ACCOUNT PAYMENTS</p> <p>3.1- DESIGN &amp; DETAIL ENGINEERING SERVICES (as per FORM SP-1) (Maximum limit for quoted prices shall be as per "Preamble to Schedule of Prices")                      a) 60% (Sixty percent), on pro-rata basis, on submission of Contractor generated drawings and documents as per approved Master List of Deliverables (MDL) and their approval under Code II. The breakup of 60% shall be as proposed by the Contractor in their MDL, which will be reviewed and approved by the Owner/PMC.                      b) 15% (Fifteen percent), on pro-rata basis, on submission of Contractor generated drawings and documents as per approved MDL and their approval under Code I.                      c) 10% (Ten percent) on submission and approval of 3D model at 30%, 60%, 90% stages and final issuance to site.                      i) 3% (Three percent) against 30% 3-D Model Review.                      ii) 3% (Three percent) against 60% 3-D Model Review.                      iii) 3% (Three percent) against 90% 3-D Model Review.                      iv) 1% (One percent) against submission of 3-D Model Review after incorporation of all accepted resolutions.                      d) 5% (Five percent) on submission of As Built drawings for the package work along-with its electronic files against the Contractor's Certified Running Account Bills(s) along with operation and instruction manuals.                      e) 5% (Five percent) on issuance of Mechanical Completion Certificate of the package work against the Contractor's Certified Running Account Bill(s).                      f) 3% (Three percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s).                      g) 2% (Two percent) on issuance of Completion Certificate of all work in all respect and acceptance thereof and submission of all final documents against Contractor's Certified Final Bill.</p>	<p><a href="#">Bidder's request for Modification as per below</a></p> <p>3.1- DESIGN &amp; DETAIL ENGINEERING SERVICES (as per FORM SP-1) (Maximum limit for quoted prices shall be as per "Preamble to Schedule of Prices")                      a) <del>60 (Sixty percent)</del> <a href="#">75%(Seventy Five Percent)</a>, on pro-rata basis, on submission of Contractor generated drawings and documents as per approved Master List of Deliverables (MDL) and their approval under Code II &amp; I. The breakup of <del>60%-75%</del> shall be as proposed by the Contractor in their MDL, which will be reviewed and approved by the Owner/PMC.                      b) <del>15% (Fifteen percent), on pro-rata basis, on submission of Contractor generated drawings and documents as per approved MDL and their approval under Code I.</del>                      c) <del>10% (Ten percent)</del> <a href="#">15%(Fifteen Percent)</a> on submission and approval of 3D model at 30%, 60%, 90% stages and final issuance to site.                      i) 3% (Three percent) against 30% 3-D Model Review.                      ii) 3% (Three percent) against 60% 3-D Model Review.                      iii) 3% (Three percent) against 90% 3-D Model Review.                      iv) 1% (One percent) against submission of 3-D Model Review after incorporation of all accepted resolutions.                      d) <del>5% (Five percent) on submission of As Built drawings for the package work along-with its electronic files against the Contractor's Certified Running Account Bills(s) along with operation and instruction manuals.</del>                      e) 5% (Five percent) on issuance of Mechanical Completion Certificate of the package work against the Contractor's Certified Running Account Bill(s).                      f) 3% (Three percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s).                      g) 2% (Two percent) on issuance of Completion Certificate of all work in all respect and acceptance thereof and submission of all final documents against Contractor's Certified Final Bill.</p> <p><a href="#">Justification for Query</a>                      These payments terms are in line with Industry's standard payment terms</p>	Please follow tender requirements.

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Main EPC Package for Refinery Complex Power System Upgradation Project**

Sr. No.	Clause No.	Document Clause	Subject	Queries by Bidder	Replies by Purchaser
17	Page no. 384 and 385/490	General Conditions of the Contract-Clause no. 3.2	<p>ON ACCOUNT PAYMENTS</p> <p>3.2 SUPPLIES (as per FORM SP-2) (Maximum limit for quoted prices shall be as per "Preamble to Schedule of Prices")</p> <p>a) 10% (Ten percent) of total supply value (including mandatory spares), on pro-rata basis, on placement of Purchase Orders for major tagged items. This payment shall be released after submission of Bank Guarantee for equivalent value.</p> <p>b) 25% (Twenty five percent) of the total supply value, on pro-rata basis, on submission of "Proof of Despatch of Materials". Payment against Proof of Despatch of Materials, shall be released on submission of the following documents with the Contractor's invoice:</p> <p>i) Signed Invoice(s).</p> <p>ii) Packing List.</p> <p>iii) Inspection Release Note as per QAP approved by OWNER/PMC or waiver certificate issued by OWNER/PMC.</p> <p>iv) Photocopy of Railway Receipt/LR.</p> <p>v) Bank Guarantee of equivalent value, valid till the same is received inside the MRPL premises.</p> <p>vi) Any other document as specified in SCC.</p> <p>c) 45% (Forty five percent) of the total supply value, on pro-rata basis, on submission of the following documents/events:</p> <p>i) On Issue of Certificate of Verification and Good Condition after receipt of material at MRPL Project Site, against Contractor's Certified Running Account Bill(s). ii) Verification of Third-Party Inspection certificate as per QAP approved by OWNER/PMC.</p> <p>d) 10% (Ten percent) of the total supply value, on pro-rata basis, on completion of fabrication and erection/installation, alignment and grouting as required including testing wherever involved and required against the Contractor's Certified Running Account Bill(s).</p> <p>e) 5% (Five percent) of the total supply value on issuance of Mechanical Completion Certificate of Package Work against the Contractor's Certified Running Account Bill(s).</p> <p>f) 3% (Three percent) of the total supply value on Issuance of Commissioning Certificate of Package Work against the Contractor's Certified Running Account Bill(s).</p> <p>g) 2% (Two percent) of the total supply value on issuance of Completion Certificate of all work in all respect against the Contractor's Certified Final Bill.</p>	<p><a href="#">Bidder's request for modification as per below</a></p> <p>3.2 SUPPLIES (as per FORM SP-2) (Maximum limit for quoted prices shall be as per "Preamble to Schedule of Prices")</p> <p>a) 10% (Ten percent) of total supply value (including mandatory spares), on pro-rata basis, on placement of Purchase Orders for major tagged items. This payment shall be released after submission of Bank Guarantee for equivalent value.</p> <p>b) 25% (Twenty five percent) of the total supply value, on pro-rata basis, on submission of "Proof of Despatch of Materials". Payment against Proof of Despatch of Materials, shall be released on submission of the following documents with the Contractor's invoice:</p> <p>i) Signed Invoice(s).</p> <p>ii) Packing List.</p> <p>iii) Inspection Release Note as per QAP approved by OWNER/PMC or waiver certificate issued by OWNER/PMC.</p> <p>iv) Photocopy of Railway Receipt/LR.</p> <p><del>v) Bank Guarantee of equivalent value, valid till the same is received inside the MRPL premises.</del></p> <p>vi) Any other document as specified in SCC.</p> <p>c) <del>45% (Forty five percent)</del> 55% (Fifty Five Percent) of the total supply value, on pro-rata basis, on submission of the following documents/events:</p> <p>i) On Issue of Certificate of Verification and Good Condition after receipt of material at MRPL Project Site, against Contractor's Certified Running Account Bill(s).</p> <p>ii) Verification of Third-Party Inspection certificate as per QAP approved by OWNER/PMC.</p> <p><del>d) 10% (Ten percent) of the total supply value, on pro-rata basis, on completion of fabrication and erection/installation, alignment and grouting as required including testing wherever involved and required against the Contractor's Certified Running Account Bill(s).</del></p> <p>e) 5% (Five percent) of the total supply value on issuance of Mechanical Completion Certificate of Package Work against the Contractor's Certified Running Account Bill(s).</p> <p>f) 3% (Three percent) of the total supply value on Issuance of Commissioning Certificate of Package Work against the Contractor's Certified Running Account Bill(s).</p> <p>g) 2% (Two percent) of the total supply value on issuance of Completion Certificate of all work in all respect against the Contractor's Certified Final Bill.</p> <p><a href="#">Justification for Query</a></p> <p>These payments terms are in line with Industry's standard payment terms</p>	Please follow tender requirements.
18	Page no. 385/490	General Conditions of the Contract-Clause no. 3.3.1	<p>ON ACCOUNT PAYMENTS</p> <p>3.3.1 CONSTRUCTION SERVICES (as per FORM SP-3 and FORM SP-6)</p> <p>CIVIL WORK (as per FORM SP-6)</p> <p>a) 10% (Ten percent), on pro-rata basis, on completion of piling work as per certified Running Account Bill(s).</p> <p>b) 80% (Eighty percent), on pro-rata basis, against the Certified Running Account Bill(s) on completion of individual item of work as per approved Schedule of Activities, provided that in case piling is not involved then payment percentage shall be 90% (Ninety percent) on pro-rata basis on completion of individual item(s) of Work as per Schedule of Activities.</p> <p>c) 5% (Five percent) on issuance of Mechanical Completion Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>d) 3% (Three percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>e) 2% (Two percent) on issuance of Completion Certificate of all work in all respect against Contractor's Certified Final Bill.</p>	<p><a href="#">Bidder's request for modification as per below</a></p> <p>3.3 CONSTRUCTION SERVICES (as per FORM SP-3 and FORM SP-6)</p> <p>CIVIL WORK (as per FORM SP-6)</p> <p>a) <del>10% (Ten percent), on pro-rata basis, on completion of piling work as per certified Running Account Bill(s).</del></p> <p>b) <del>80% (Eighty percent)</del> 90%(Ninety percent) , on pro-rata basis, against the Certified Running Account Bill(s) on completion of individual item of work as per approved Schedule of Activities, provided that in case piling is not involved then payment percentage shall be 90% (Ninety percent) on pro-rata basis on completion of individual item(s) of Work as per Schedule of Activities.</p> <p>c) 5% (Five percent) on issuance of Mechanical Completion Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>d) 3% (Three percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>e) 2% (Two percent) on issuance of Completion Certificate of all work in all respect against Contractor's Certified Final Bill.</p> <p><a href="#">Justification for Query</a></p> <p>Since piling is not in contractor's scope hence merging it with pro-rata payments</p>	The same has already been covered in clause no. 3.3.1.b. Hence, tender conditions shall remain unchanged.
19	Page no. 386/490	General Conditions of the Contract-Clause no. 3.3.5	<p>ON ACCOUNT PAYMENTS</p> <p>3.3.5 ALL ELECTRICAL WORK (as per FORM SP-6)</p> <p>a) 45% (Forty five percent), on pro-rata basis, on completion of erection/installation etc. against the Contractor's Certified Running Account Bills(s).</p> <p>b) 45% (Forty five percent), on pro-rata basis, on completion of pre-commissioning checks, tests, and commissioning of electrical equipment, items, cables etc. against the Contractor's Certified Running Account Bills(s).</p> <p>c) 5% (Five percent) on issuance of Mechanical Completion Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>d) 3% (Three percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>e) 2% (Two percent) on issuance of Completion Certificate of all work in all respect against Contractor's Certified Final Bill.</p>	<p><a href="#">Bidder's request for modification as per below</a></p> <p>3.3.5 ALL ELECTRICAL WORK (as per FORM SP-6)</p> <p>a) <del>45% (Forty five percent)</del> 90%(Ninety percent), on pro-rata basis, on completion of erection/installation etc. against the Contractor's Certified Running Account Bills(s).</p> <p>b) <del>45% (Forty five percent), on pro-rata basis, on completion of pre-commissioning checks, tests, and commissioning of electrical equipment, items, cables etc. against the Contractor's Certified Running Account Bills(s).</del></p> <p>c) 5% (Five percent) on issuance of Mechanical Completion Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>d) 3% (Three percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s).</p> <p>e) 2% (Two percent) on issuance of Completion Certificate of all work in all respect against Contractor's Certified Final Bill.</p> <p><a href="#">Justification for Query</a></p> <p>These payments terms are in line with Industry's standard payment terms</p>	Please note that the commissioning activity of individual equipment is not separately listed and accordingly, commissioning activity of any particular equipment is covered under item number 4.0 in SP-06. The line item number 8 in SP-06 for "Commissioning including pre-commissioning, START UP, PGTR" is for the commissioning of the entire Substation/Plant and not for any individual equipment commissioning. Hence, tender conditions shall remain unchanged.
20		General conditions of the contract and Special conditions of the contract		<p><a href="#">"satisfaction of the engineer" to be replaced with "in accordance with provisions of the contract" everywhere</a></p> <p><a href="#">Justification for Query</a></p> <p>Satisfaction can be subjective and makes the entire contract very uncertain.</p>	No New clause is acceptable.