
	<p>MRPL Marketing Terminal Project at Devangonhi, Bangalore Marketing Infrastructure Projects, MRPL.</p> <hr/> <p>TERMINAL AUTOMATION PACKAGE ON COMPOSITE WORKS WITH PRE-FILLED SOR FOR MRPL MARKETING TERMINAL PROJECT, DEVANGONTHI, BANGALORE ADDENDUM 03</p>	
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ADDENDUM 03

To

MRPL Tender No. 3200000560 dated 24.05.2022

TENDER FOR: TERMINAL AUTOMATION PACKAGE ON COMPOSITE WORKS WITH PRE-FILLED SOR FOR MRPL MARKETING TERMINAL PROJECT, DEVANGONTHI, BANGALORE MARKETING INFRASTRUCTURE PROJECTS, MRPL

With reference to the above tender and subsequent Addendum 1, Addendum 2, Bidders are requested to note the following:



The items, conditions, specification and stipulations of the Bidding Documents are modified to the extent indicated as follows

- a. **Annexure 01 - Commercial Addendum.**
- b. **Annexure 02 – 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:

Bidders shall upload the copy of these documents along with the technical- commercial bid, **Digitally Signed**, as a token of having read and understood the same.

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ANNEXURE 01 – COMMERCIAL ADDENDUM

Sl. No.	Volume	Section No./Clause No.	Page No.	Existing Tender Clause	Addition / Deletion / Modification
1.	Annexure 01 - Commercial Addendum	Addendum 2 / SL no. 01	2 of 1818	Up to 1500 Hrs. (IST) on 29.06.2022	Modification Up to 1500 Hrs. (IST) on 08.07.2022
2.	Annexure 01 - Commercial Addendum	Addendum 2 / SL no. 02	2 of 1818	1530 Hrs. (IST) on 29.06.2022	Modification 1530 Hrs. (IST) on 08.07.2022
3.	Volume_I_Commercial_Section	Part I – Techno-Commercial Part, Instructions to Bidders	44 of 1818	A. Clause 12. BID CURRENCY AND BID VALIDITY B. Clause 13. EARNEST MONEY DEPOSIT (EMD)	Modification: Clause 12 & 13. are modified as per Attachment -01.

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ANNEXURE 02 – REPLY TO PRE- BID QUERIES

Sr. No.	BIDDING DOCUMENT		SUBJECT	BIDDER'S QUERY	PMC/OWNER'S REPLY
	DOCUMENT NAME AND PAGE No.	CLAUSE No.			
1.	Volume_I_Commercial_ Section_Page 495	3.1, SUPPLY PAYMENT TERMS	d) 10% (ten percent) of supply value shall be released on installation, testing and completion of all works on pro-rata basis against CONTRACTOR's certified running Accounts Bill(s).	In case of delay in installation beyond 30 days from the date of supply for the reason which are not attributable to vendor, mentioned 10% payment will be released against equivalent amount of BG. Please confirm.	Bidder to refer the revised Payment terms attached as part of Attachment-02
2.	Volume_I_Commercial_ Section_Page 496	3.1, SUPPLY PAYMENT TERMS	e) 5% (five percent) of supply value on issue of Mechanical Completion Certificate against CONTRACTOR's certified running Accounts Bill(s).	In case of delay in mechanical completion beyond 60 days from the date of supply of material for the reasons which are not attributable to vendor. Mentioned 5% payment shall be released against equivalent amount of BG. Please confirm.	Bidder to refer the revised Payment terms attached as part of Attachment-02

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Sr. No.	BIDDING DOCUMENT		SUBJECT	BIDDER'S QUERY	PMC/OWNER'S REPLY
	DOCUMENT NAME AND PAGE No.	CLAUSE No.			
3.	Volume_I_Commercial_Section_Page 496	3.1, SUPPLY PAYMENT TERMS	f) 5% (five percent) of supply value on commissioning, completion of all jobs and submission and acceptance of Final "As built" Drawings along with Electronic native files for all documents as per PMC/OWNER Documentation Procedure, against the CONTRACTOR's certified Final Bill.	in case of delay in commissioning & completion of all jobs / submission & acceptance of As built drawings, beyond 90 days from the date of supply, mentioned 5% payment will be released against equivalent amount of BG. Please confirm.	Bidder to refer the revised Payment terms attached as part of Attachment-02

ATTACHMENT-01

12. BID CURRENCY AND BID VALIDITY.

- 12.1 Bidders shall quote firm prices in Indian rupees only. Prices quoted in any other currency shall not be considered.
- 12.2 Bidders shall quote the price for materials and services to be procured indigenously or imported only in Indian Rupees.
- 12.3 Bid shall remain valid for a minimum period of **4 (Four)** months from the date of opening of techno-commercial bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of the OWNER/ PMC. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of OWNER/ PMC, OWNER shall forfeit EMD and reject their bids. Such Bidder also may be put on Holiday list.
- 12.4 OWNER/ PMC may request the bidders for extension of the period of validity of bid. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also be suitably extended. Bidders may refuse the request of extension of bid validity without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

13. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.

- 13.1 Bidders shall submit Earnest Money Deposit (EMD) as mentioned above in the form of demand draft (in INR) or bank guarantee (as per Proforma provided in the Bidding Document) in favour of “Mangalore Refinery and Petrochemicals Limited (MRPL),Mangalore”. Issuance of Bank Guarantees shall be confirmed directly to the Owner /PMC. Bids not accompanied with EMD shall be rejected and bidder shall not be allowed to witness the tender opening.
- 13.2 Earnest Money Deposit (EMD) as mentioned above shall be submitted within the Bid Due Date. Earnest Money Deposit (EMD) if submitted in the form of Bank Guarantee, shall be valid for a period of **2 (Two) months** beyond the bid validity and shall be submitted from any Scheduled Bank (Including nationalized banks, other scheduled commercial banks, schedule cooperative banks and scheduled regional rural banks as appearing in the second Schedule to the RBI Act 1934.
- 13.3 Exemption of EMD will be applicable for Indian CPSUs and Micro or Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation for corresponding item/works or Directorate of Handicrafts and Handlooms, startups, Udyog Aadhar Memorandum or any other Body specified by

ATTACHMENT-01

Ministry of Micro, Small and Medium Enterprise provided that certificate issued by the relevant agency is valid on the date of Un-priced Bid Opening. The bidder shall submit Notary attested copy of the valid MSE registration certificate. Scanned copy of Notarized Registration certificate should be uploaded in the e-procurement website.

a) Bidder claiming to be a Micro or Small Enterprises (MSEs) for the purpose of availing EMD Exemption for MSEs in the bidding document shall review and ensure their status as Micro or Small Enterprises as per Gazette Notification no. 2119(E) dated 26.06.2020 (enclosed as Annexure-III to ITB) and confirm specifically that:

“ They are Micro or Small Enterprises (as the case may be), as on the bid due date, as per the guidelines for re-classification of micro, small and medium enterprises notified by Ministry of MSME vide Gazette Notification no. 2119(E) dated 26.06.2020.”

With the confirmation as above by the bidder, documents submitted by the bidders (as were been submitted earlier like NSIC, UAM, EM-Part-II) will be considered acceptable upto 30.06.2022. However, post 30.06.2022, bidder will be required to submit the Udyam Registration Certificate or any other document permitted by GOI.

Financial statement of bidders shall not be referred for the above purpose.

b) CPSU / CPSE shall submit declaration to this effect that being CPSU/ CPSE they are exempted from submitting Bid Security.

- 13.4 Bidders are required to submit the EMD (in the prescribed format) in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on e-tender Portal along with e-Bid. EMD in original shall be submitted in a sealed envelope titled **“Earnest Money Deposit for Bidding Document No.: ”**. Bidder must upload the scanned copy of EMD (in the prescribed format) on e-tender Portal along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-tender Portal by the bid due date & time, such bid shall not be considered for evaluation.
- 13.5 **Bidder shall be required to submit the copy of the bid security (or authenticated exemption certificate, wherever applicable) within the final extended bid due date and time on the e-tendering portal. In case of bid security in the form of BG/ DD, bidders shall also be required to submit the original DD/ BG to PMC , preferably before the final extended bid due date and time but not later than 7 (Seven) calendar days from final extended bid due date and time. If the Bidder fails to submit Bid Security (BG/ DD) physically in original within the above cutoff date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder on the e-tendering portal.**

ATTACHMENT-01

- 13.6 Bid securities of unsuccessful bidders will be returned upon award of Contract. However, EMD of the successful Bidder will be returned/ adjusted upon the Bidder's executing the contract and furnishing the Initial Security Deposit/ Security Deposit.
- 13.7 The EMD may be forfeited:
- a) If a Bidder withdraws its bid during the period of Bid Validity or does any breach of tendering terms and conditions or submit alternate bids, or
 - b) If a bidder, on his own alter/ modifies his bid during the period of bid validity, or
 - c) In case of a successful Bidder, if the Bidder fails, within the specified period:
 - a. To sign the Contract
- And
- b. To furnish the Initial Security Deposit/ Security Deposit.

TERMS OF PAYMENT

[ANNEXURE II TO SPECIAL CONDITIONS OF CONTRACT]

ANNEXURE II

TERMS OF PAYMENT**1.0 MOBILISATION ADVANCE**

OWNER do not entertain Advance payment. In case, Mobilisation advance is insisted by successful bidder, the same shall be decided on need basis only. The advance payment is recoverable proportionately from the progressive bills duly certified by the Engineer- in-charge.

Full advance will be recovered against payments due on Mechanical Completion of the work / completion of supply as applicable. Such recovery shall be time based, but not essentially linked with progress of work. Interest free advance payment is not allowed for any cases.

- 1.1 Contractor, if requested, shall be paid fully recoverable interest-bearing Mobilization Advance up to a maximum of 10% (Ten Percent) of awarded Contract Value. The mobilization advance will attract an interest @ SBI lending rate prevailing at the time of release of payment plus 2%.
- 1.2 Interest bearing Mobilization advance payment shall be released in 2 or more instalments / Stages as mutually agreed, based on progress of the work / Mobilization, in the following manner:
 - 1.2.1 **First Instalment:** 5% (Five percent) of awarded Contract value shall be payable as the first instalment of mobilization advance after fulfilling the following formalities by the Contractor:
 - i. Signing of contract agreement by the Contractor.
 - ii. Submission of a separate bank guarantee towards Contract Performance from an Indian Nationalised / Scheduled Bank / Indian branch of International Bank in approved proforma towards due performance of contract.
 - iii. Submission of a separate Bank Guarantee from an Indian Nationalised / Scheduled Bank / Indian branch of International Bank as stipulated in approved proforma equivalent to 10% of 110% of the awarded contract value covering mobilization advance which shall be kept valid till completion of work. However, contractor may submit Bank Guarantee of 10% as above in two stages of 5% each for availing advance against clauses 1.2.1 & 1.2.2.
 - 1.2.2 **Second Instalment:** The next / subsequent instalment of such advance shall be released only after submission of utilisation certificate for the previous advance instalment paid and satisfy the OWNER/Engineer-in-charge in this regard. However, release of 2nd Instalment will be at the discretion of the OWNER.
- 1.3 Part Bank Guarantees based on advance instalments are also allowed.

1.4 The advance payment is recoverable proportionately from the progressive bills duly certified by the Engineer-in-charge. Full advance will be recovered against payments due on Mechanical Completion of the work/completion of supply as applicable. Such recovery shall be time based, but not essentially linked with progress of work.

1.5 Interest free advance payment is not allowed for any cases.

2.0 SECURED ADVANCE ON MATERIALS

Secured Advance shall be paid as per the agreement with Owner on case to case basis. Release of secured advance will be at the discretion of the OWNER. However, no secured advance shall be paid against the material wherever milestone payment has been recommended on receipt and acceptance of material at site.

3.0 ON ACCOUNT PAYMENTS

Progressive payments shall be released to Contractor against running account bills as per the approved billing schedule duly certified by PMC after affecting the necessary deductions/recovery, if any within 15 days of receipt of duly certified invoice forwarded by PMC.

3.1 FOR SUPPLY

Subject to the other provisions of Contract documents, on account payments for the supplies will be made as follows:

- a) 10% (ten percent) of supply value on pro-rata basis on submission of engineering deliverables of supply items and their approval under Code 2 against the CONTRACTOR's certified Running Account Bill(s).
- b) 10% (ten percent) of supply value on placement of Purchase Order/ sub orders for supply items on pro-rata basis.
- c) 60% (sixty percent) of the supply value on receipt of material at site and inspection and acceptance of the same on pro-rata basis against CONTRACTOR's certified running Accounts Bill(s).
- d) 10% (ten percent) of supply value shall be released on installation, testing and completion of all works on pro-rata basis against CONTRACTOR's certified running Accounts Bill(s).
- e) 5% (five percent) of supply value on issue of Mechanical Completion Certificate against CONTRACTOR's certified running Accounts Bill(s).
- f) 5% (five percent) of supply value on commissioning, completion of all jobs and submission and acceptance of Final "As built" Drawings along with Electronic native files for all documents as per PMC/OWNER Documentation Procedure, against the CONTRACTOR's certified Final Bill.

3.1.1 If the Contractor has completed all the supplies and is not able to complete the installation, testing and completion of works of such supplies beyond 2(two) months from original contractual completion period / extended contractual

period for reasons not attributable to the Contractor, then account payments for such supplies towards para 3.1(d) and 3.1(e) above shall be released on pro-rata basis against Contractor's certified running Account bill(s) upon submission of an equivalent amount of Bank Guarantee (BG) valid for a period of 12 months and extended further, as the case may be till the completion of works of such supplies. After the completion and acceptance of works for such supplies as certified by PMC, the above BG shall be released to the Contractor. This BG shall be in addition to the PBG already submitted by the Contractor.

3.1.2 If the Contractor has completed all the supplies and is not able to complete and commission the works of such supplies beyond 3(three) months from original contractual completion period / extended contractual period for reasons not attributable to the Contractor, then account payments for such supplies towards para 3.1(f) above shall be released on pro-rata basis against Contractor's certified running Account bill(s) upon submission of final "AS BUILT" drawings along with electronic native format and submission of an equivalent amount of Bank Guarantee (BG) valid for a period of 12 months and extended further, as the case may be till the completion and commissioning of works of such supplies. After the completion, commissioning and acceptance of works for such supplies as certified by PMC, the above BG shall be released to the Contractor. This BG shall be in addition to the PBG already submitted by the Contractor.

3.1.3 The payable for supplies as mentioned above shall include the cost of all transportation, freight, demurrage and penalties, clearing, forwarding, loading, unloading, packing and handling of shipments and all other overheads whatsoever involved in customs clearance and lifting imported goods from the port of entry within India upto delivery at the warehouse at site, warehouse management, preservation, and transportation, site handling, loading and unloading from godown to CONTRACTOR's fabrication yard or to job site and from CONTRACTOR's fabrication yard to job site, and collection, loading, transportation and unloading of surplus material to OWNER's warehouse/stockyard.

3.2 FOR SERVICE/ INSTALLATION

- a) 80% (eighty percent) on erection/installation/configuration/calibration etc. on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
- b) 10% (ten percent) on testing of system on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
- c) 5% (five percent) on issue of Mechanical Completion Certificate against the CONTRACTOR's certified Running Account Bill(s).
- d) 5% (five percent) on commissioning, completion of all jobs and submission and acceptance of Final "As built" Drawings along with Electronic native files for all documents as per PMC/OWNER Documentation Procedure, against the CONTRACTOR's certified Final Bill.

4.0 PENALTIES

Payments are subject to deductions towards the Penalties as per various penalties mentioned elsewhere in the tender.

5.0 SUBMISSION OF INVOICES

The Contractor on completion of activity as explained above shall submit invoice in triplicate to CONSULTANT along with proof of completion for claim of payment against completion of activity or part thereof. CONSULTANT after scrutinizing the same shall recommend to OWNER for release of payment against the same. The contractor shall also submit payment status schedule updated along with the invoices.

NOTE:

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Withholding Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. TDS certificate shall be issued by the PMC/OWNER.
4. Unless otherwise specified, 100% Payment will be made for the actual work done / supply of materials/Job/services performed and bills duly certified by Engineer In-charge / PMC (subject to submission of SD/PBG, if applicable). Such payment will be made within 15 days of receipt of duly certified invoice forwarded by PMC.
5. Retention money, if specified, will be withheld before releasing all payments i.e either monthly or progressive/ stage-wise payments.
6. Bills can be submitted after completion of work against progressive work completion/as per milestones specified.
7. All payments shall be through electronic mode (RTGS/NEFT). Therefore, vendors are requested to furnish the information as per attached format on issue of order to successful bidder. Any change in the particulars shall be immediately informed to OWNER.
8. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, the same shall be replaced by that certificate accordingly.
9. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against "Incoming Material Inspection Report". PMC shall recommend to release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

10. The above mile stone or progress payments are subject to submission of PBG/Security deposit to OWNER and Signing of contract agreement.
11. For all supplies, payment towards GST shall be paid to the Contractor against submission of tax invoice and proof of payment of GST to Government i.e., on auto-population under GST portal. In case of non-submission of tax invoice or non-payment of GST by the Contractor / unable to verify the payment under GST portal, MRPL shall withhold the payment of GST to the Contractor.
12. 100% payment of GST and other taxes and duties shall be released to the Contractor along with the milestone payment released against submission of Tax Invoices (wherever applicable) by Contractor as per GST Invoicing rules and regulations.

6.0 Comprehensive Annual Maintenance Contract (Five Years) - CAMC
Comprehensive AMC (CAMC) charges shall be released by MRPL during CAMC (post warranty) period of 5 years, on a quarterly basis, against the Contractor's certified Running Account bill(s) within 15 days from receipt of duly certified invoice.

MRPL reserves the right to invoke initial PBG submitted towards the TAS Package, if Contractor fails to accept the CAMC Order.

The quoted percent rate for 5 years' Comprehensive Annual maintenance charges (CAMC) charges shall be split year wise, post warranty period in the following manner for the purpose of releasing payment.

Year 1: 20 % of CAMC (5 years) charges
Year 2: 20 % of CAMC (5 years) charges
Year 3: 20 % of CAMC (5 years) charges
Year 4: 20 % of CAMC (5 years) charges
Year 5: 20 % of CAMC (5 years) charges