



मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड

MANGALORE REFINERY & PETROCHEMICALS LTD.

(ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड की सहस्रिक कंपनी )

(A Subsidiary of Oil and Natural Gas Corporation Ltd.)

**Corrigendum/ Reply to Pre-Bid Queries**

**To**

**MRPL Tender No. 3300006628 dated 05.07.2019**

**HIRING OF ENGG. SERVICE PROVIDER ON MANHOUR/MANDAY BASIS FOR  
TWO YEAR.**

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

The items, conditions, specification and stipulations of the Bidding Document stand modified to the extent indicated in the attached replies to the Pre-Bid queries as per attached **annexure -1**. 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: Bid closing date is extended upto 13.08.2019**

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

**Annexure -1: Reply to Pre-bid Queries (Pre-bid Meeting held on 16.07.2019)**

MRPL Tender No. 3300006628 dated 05.07.2019.

**HIRING OF ENGG. SERVICE PROVIDER ON MANHOUR/MANDAY BASIS FOR TWO YEAR.**

<b>SI. No.</b>	<b>MRPL Tender Document Name and Clause Number</b>	<b>Details of Clarification sought</b>	<b>MRPL REPLY</b>
1	Section-F, Technical Scope of Work, Clause No. A.2 / B, Page No. 104	Bidder understand that the scope of services will be specified along with technical specifications and writeup (on job to job basis) to the successful bidder. Bidder clarifies that during execution for some specialised services, Bidder may take support from outside agencies, required if any.	For specific activities requiring specialized competence like Hazop Chairman etc, Bidder may take support of qualified personnel on prior intimation and permission from MRPL
2	Section-F, Technical Scope of Work, Clause No. B-33, Page No. 105	Bidder assumes that Owner expects supervision services on Man day basis for supervising the Construction work or for Commissioning Assistance and not the “ Construction Management Services“ under this enquiry.	Bidder's Understanding is correct
3	Section-F, Technical Scope of Work, Clause No. B-25 Page No. 104	All statutory approvals shall be taken by Owner. Contractor will provide the support by giving technical documentation.	Bidder's Understanding is correct
4	Section C/Bid Currency/13.3 (page 16)	Considering the bid is only for providing engg services, the clause should delete the word “material to be procured” as it speaks about the materials and services to be procured .....	This tender is related to services only.
5	Section C/ITB/14.2(page 17)	Considering Bid offer validity is of 120 days, BG term should be reduce from 180 days to 120 days accordingly.	BG should be valid for 180 days
6	SECTION – C /INSTRUCTION TO BIDDER(S) (ITB) / 15 of 152/12.0 PRICE / SCHEDULE OF RATES (SOR) / BILL OF QUANTITIES :	Bidder request to clarify whether this clause is applicable/relevant as the tender issued is for engg. Services and not for supply purpose.	Applicable for services.
7	SECTION - D /GCC/Section 1/1. Definitions/1.39	Bidder request to clearly clarify the scope of work in the light of definition which mentions all scope of work instead of engg. Work.	Please Refer SCC

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8	SECTION - D /GCC/Section 1/7.0/Construction Equipment and 8.0 PUTTING UP OF BUILDINGS ON PROJECT SITE (If applicable) And 14.0 TIME	Please clarify whether construction equipment /activity is under the scope in the tender.	Not Applicable
9	GCC/21.4 and 21.7 (page 33 of 152)	Please clarify why there is difference between 21.4 and 21.7 in the order of precedence and which clause will prevail over other.	Both points are different from each other.
10	Gcc/23.0(page 34) Recovery of Sums Due	Bidder request to notify that the recovery of any sums from the contractor should be done from the same contract and not from any other contract	Tender Conditions prevails
11	Gcc/24.3(page 35) Right of either party to terminate in force majeure	Bidder request to reduce the period from 180 days to 90 days. It should include as 45 days as consecutive event or 90 days in aggregate in given calendar year, lead to termination under force majeure conditions.	Tender Conditions prevails
12	Gcc/24.4(page 35) Payment in case of termination due to force majeure	The idle cost/delay cost of manpower deployment for work, should be considered arising due to force majeure	Tender Conditions prevails
13	Gcc/25(page 35) Price reduction Schedule (PRS)	Bidder request to amend the clause as follows:„If the successful tenderer <del>commits any default or breach of terms and conditions of the Work Order to be placed on them or</del> fail in the due performance thereof within the time fixed by the contract (which is the essence of the contract) and do not complete the entire supplies / work on the stipulated due date <del>for reasons solely attributable to the Contractor</del> , MRPL shall be entitled to recover from the successful tenderer by way of compensation or Price Reduction schedule an amount calculated at the rate ½% value of the contract price subject to a maximum of 5 % of value of the contract for every week or part thereof the delay beyond the stipulated date “„, The PRS shall be the sole liability of Owner against delay. Bidder request that PRS shall be imposed on delayed cost and not on full contract value as mention in 25.2 hereof Bidder further request to add as „PRS shall be the sole liability to be imposed on the	PRS Not Applicable in this tender.
14	GCC/26.1 (PAGE 37)/PENALTY CLAUSES	Bidder request to add as follows „Subject to non-compliance to any terms and conditions of the contract for reasons solely attributable to Contractor.....““. Is there any penalty in terms of monetary compensation??? Or it directly means termination under penalty clause??.	Penalty is not applicable in this tender.

SI. No.	MRPL Tender Document Name and Clause Number	Details of Clarification sought	MRPL REPLY
15	GCC/CL.28 (PAGE 36)/SUSPENSION	Bidder request to modify the clause by adding the monetary compensation, if any, in terms of idle cost, price variation due to change in man day rate should be provided/allowed arising due to suspension. Bidder should have right to suspend the contract in the event of non-payment beyond 30 days of schedule due payment.	Tender Conditions prevails
16	GCC/CL.29 (PAGE 36)/CANCELLATION	Bidder request to delete the sub-clause 29.8 or mentioned at the end of para „for reasons solely attributable to Contractor“	Tender Conditions prevails
17	GCC/CL.35.2 (PAGE 39)/DEFECT LIABILITY	Bidder request to replace the word ”guarantee “with “Warranty “. The Bidder shall be responsible to do re-engineering of the defective services during DLP or in the event of default, Contractor/bidder shall be liable to pay the actual cost incurred by Owner to carry out the work from third party. Bidder request to remove additional 100% overhead cost levied under the clause.	As the nature of the job is of engineering service provision, liability may be limited to re-engineering of work for error attributable to Contractor.
18	GCC/CL.35.3 (PAGE 39)/DEFECT LIABILITY	There has to be sunset clause to be mentioned under the Contract whereby the Bidder liability towards warranty shall not exceed beyond 12 months from <b>scheduled date</b> of completion or ___ from Effective date of Contract, whichever is earlier.	As the nature of the job is of engineering service provision, liability may be limited to re-engineering of work for error attributable to Contractor.
19	GCC/CL.36.1 (PAGE 39)/LIMITATION OF LIABILITY	Bidder request to modify the clause as under: “Notwithstanding anything contained in the Contract, the aggregate total liability of the Contractor to Owner under the Contract shall not exceed 10% of total Contract Price Please delete sub clause c)	Tender Conditions prevails
20	GCC/CL.37 (PAGE 40)/Risk Purchase	Bidder request to modify the clause as under: “In the event of Contractor not accepting/not meeting the indent/order/contract placed by the Owner with in the stipulated time, then Owner would be free to use the services of any others and recover the difference in such services and additional expenses incurred by the Owner from the Contractor.” (HOWEVER, CONSIDERING THE MAN-HOUR/MAN-DAY RATE CONTRACT, WE FEEL THAT RISK PURCHASE CLAUSE SHOULD BE	Tender Conditions prevails

SI. No.	MRPL Tender Document Name and Clause Number	Details of Clarification sought	MRPL REPLY
21	GCC/section VI/CL.44 (PAGE 42)/Arbitration and conciliation	<p>Bidder request to amend the part of clause as follows:            ,,.....            1) Parties further agree that following matters shall not be referred to Conciliation or Arbitration:            I) Any claim, difference or dispute relating to, connected with or arising out of MRPL decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.</p>	Tender Conditions prevails
22	GCC/CL.37 (PAGE 45)/Risk Purchase	<p>Please clarify in the context of PART I &amp; II of Arbitration.            2) Part-I: Conciliation (Not applicable in contracts valuing less than Rs. 10 lakhs)            3) Part-II: Arbitration (Not applicable in contracts valuing less than ` 5 lakhs) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.            (How the process will define.            (Part II arbitration also state as follows – bidder request to have clarity on the following statement as well:            There shall be no arbitration for disputes involving claims upto` 25 lakhs and more than ` 100 crores.            The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.            Unresolved disputes involving claims above ` 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015“.  <input type="checkbox"/> Bidder request to delete the following:            For a dispute involving claims above ` 25 lacs and upto` 5 crores, in case other party is Claimant, MRPL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by MRPL. In case MRPL itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute. Bidder rather request to have all matters of disputed nature irrespective of amount or beyond 5 lakhs should refer to arbitration and the amount below Rs.5.00 lacs should go to conciliation. In the event of conciliation fails, parties can refer the avenue of arbitration.</p>	Tender Conditions prevails

SI. No.	MRPL Tender Document Name and Clause Number	Details of Clarification sought	MRPL REPLY
23		<p>Bidder request to add following clause:  11. Change Order:  The CONSULTANT is entitled for a Change Order for price and Schedule in following events</p> <ul style="list-style-type: none"> <li>• Any change in Scope</li> <li>• Change in Codes, Standards</li> <li>• In case of delay in fulfilling obligation by Owner or Contractor appointment by Owner or any approval from statutory authority or otherwise.</li> </ul> <p>In occurrence of any of the above events, within 21 Days from happening of event, Consultant shall send the change Order request, which will be discussed by Owner and approved within 15 Days of receipt from Consultant.</p>	Not Applicable in this tender
24	GCC/clause 43/page 41/Section V: PAYMENT TERMS	<p>Bidder understands that the Man Month Rate quoted by the Bidder shall be exclusive of all applicable statutory taxes/levies/cess, travel cost and its associated expenses such as lodging, boarding, living allowance, all local transport, visa/work permit, medical insurance, any foreign travel.  Payment should be made within 30 days from date of receipt of invoice.</p>	As per Price bid format manhour and manday rates and associated travels and living expenses to be quoted in EPS. GST to be quoted extra as per price bid format.
25	GCC/CL.43(PAGE 41)/ADVANCE PAYMENT / MOBILISATION ADVANCE :	<p>Bidder proposes to revise the Payment terms as Under:  a. 10% After Kick-off Meeting  b. 90% Based on progress based on agreed billing breakup.  -&gt; CLAUSE 43.8 should be deleted. As the tender is related to engg services and not of any project specific work.</p>	As the nature of the job is of engineering service provision and payment will be against completed milestones only
26	Gcc/clause 56 (page 55)/ Insurance	<p>Bidder request to delete the clause as our scope is limited to engg.  “The CONTRACTOR shall be solely liable in the event of his and/or SUBCONTRACTOR’s having caused any loss or damage of any nature arising out of or in connection with the execution of the WORK not covered under those policies and shall indemnify the OWNER and /or his representative in respect of any claim in respect of any such loss or damage. “.</p> <p>-The bidder request to add the following  -The Contractor shall be made co-insured under EAR Policy.</p>	Not applicable

SI. No.	MRPL Tender Document Name and Clause Number	Details of Clarification sought	MRPL REPLY
27	Gcc/clause 56 (page 55)/ Insurance	Please clarify whether the insurance mentioned in the clause are require to be obtain as the scope of work is limited to engineering services which can be done through home office AND such insurance will have price impact on the costing of the Tender submission.	Not applicable
28	PBG/PAGE 82 /APPENDIX III	<u>Bidder request to reduce the extended period of 60 days PBG beyond expiry date to “till expiry date”.</u>	Tender Conditions prevails
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29	SECTION D – GCC Page 39 Clause No. 36.1	In view of the Scope of Work to be performed, Owner is requested to consider following: The aggregate total liability of the Contractor to Owner under the Contract shall not exceed 50% of total Contract Price (excluding GST portion). Further, bidder understands that being a service nature of job, liability shall be limited to the re-engineering of work under bidder scope for error attributable to contractor. With regard to exceptions listed under Clause 36.1, Bidder requests to delete item (c) as the same is subjective.	Tender Conditions prevails.
30	SECTION E – APPENDIXES, Appendix II, Page No. 81, Clause No. 5	Bidder requests to replace word “Messers” with “MRPL” appearing in second last line of this Clause.	ok
31	SECTION C – ITB, Page No. 15 Clause No. 12.12	Bidder request to add at the beginning of this clause following: “Subject to provisions under Clause 47 of GCC,”	ok
32	SECTION D – GCC Page 52 Clause No. 47.6	Bidder request to correct the Clause reference mentioned in this clause: Replace: “26.1 to 26.5”  With: “47.1 to 47.5”	Pls check tender docs is correct
33	SECTION D – GCC Page 28 Clause No. 9.11	Considering that Clause 21 of GCC already addresses the issue regarding contradiction in terms or conditions of contract and provides order of precedence to be followed, Bidder requests to delete Clause 9.11.	Tender Conditions prevails
34	SECTION D – GCC Page 28 Clause No. 10.1	With regard to correctness of documents, as the associated risks are not possible to be assessed and scope of work being Engineering services, which is largely dependent on the correctness and quality of inputs provided, any cost and schedule impact shall be treated as Change and to be resolved as per Change provisions	NOTED

SI. No.	MRPL Tender Document Name and Clause Number	Details of Clarification sought	MRPL REPLY
35	SECTION D – GCC Page 32 Clause No. 21.7	In line with Clause 6.5 of ITB, Bidder requests to replace sub-item iii & ix under this Clause with following:  iii) Statement of Agreed Variations / Addendum/ Corrigendum/ Clarifications ix) Scope of Work	ok
36	Add New Clause	Add following New Clause under the Force Majeure Clause  The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The completion schedule shall be extended accordingly.  Notwithstanding the above, Force Majeure shall not apply to any obligation of the OWNER to make payments to the Contractor hereunder.	NO NEW CLAUSE IS ACCEPTABLE
37	SECTION D – GCC Page 35 Clause No. 26	Considering the nature of work, Bidder requests to delete the Penalty Clause entirely. PRS shall be the sole remedy in case of delays in completion. Accordingly Bidder requests to delete Clause 26 and sub clauses thereunder entirely. Further bidder understand that liability on account of delay shall be calculated as per individual work order value bidder shall be given under this general service agreement.	Not Applicable in this tender
38	SECTION D – GCC Page 35 Clause No. 28.1	As bidder cannot foresee the temporary suspension or extent of such suspension, Bidder requests Owner to consider that if the reasons for suspension are not attributable to Contractor then Contractor shall be entitled for compensation for any loss or damage sustained by Contractor on account of temporary suspension.  As well as provision shall be added that in the event aggregate duration of all suspension (irrespective of entire work or part of work being suspended) exceeds 2 months, Contractor shall have option to terminate the Contract	Tender Conditions prevails
39	SECTION D – GCC Page 36 Clause No. 29.5	Bidder requests to delete this clause, as the same is not relevant to Tender.	This clause is not applicable for this tender.



SI. No.	MRPL Tender Document Name and Clause Number	Details of Clarification sought	MRPL REPLY
40	SECTION D – GCC Page 41 Clause No. 44 PART II	With reference to PART II under Clause 44 about Arbitration in case both Parties are unable to resolve the Dispute amicably or through Conciliation, then the aggrieved Party shall be allowed to refer the Dispute to the arbitration by an Arbitral Tribunal comprised of 3(three) arbitrators selected in accordance with the provisions of the Arbitration & Conciliation Act, 1996.	Tender Conditions prevails
	RDSI		
41	Notice Inviting Tender, page 6, Other Criteria –iii(d)	Richard Design Services India Pvt. Ltd (RDSI) is a wholly owned (100%) subsidiary of Richard Design Services Inc. USA (RDS). Thus RDS Inc. is the holding company of RDSI. RDS has successfully executed similar EPCM/ EPC/ LSTK for major clients globally. Please confirm that for meeting PQ criteria as per this clause, RDSI can submit the following documents: 1. Documents confirming the status of RDS Inc. as the 100% holding / parent company of RDSI including: a. Board Resolution of RDS Inc. b. Share Holding pattern of RDS Inc. in RDSI as per Audited Financial Documents of RDSI. c. Declaration from RDS INC. confirming the holding company status of RDSI. 2. Work order and completion certificate of similar work completed by RDS Inc. Please confirm that the above understanding is correct and no other additional documents will be required to be submitted by RDSI or RDS Inc. (as the holding company) for the purpose of meeting the criteria of this clause.	Bidding entity has to provide necessary documents in the name of the bidding entity to meet qualification criteria as per tender requirement.
42	GCC PAGE 41, Section-V Clause 42- Payment Terms	1. No Payment Terms is mentioned in Special Conditions of Contract / Scope of Work documents. Please confirm the payment terms as per SCC. 2. RDSI requests that payments should be made on agreed progressive project milestone basis instead of 100% payment made for work done. Please confirm.	Payment terms as specified in tender GCC section V clause 42. SCC format has provision for sub milestones for works.
43	GCC, PAGE 39, Clause 36.1 – Limitation of Liability	RDSI requests that the clause be modified to state that the aggregate total liability of the Contactor to Owner under the contract shall not exceed 10 (ten) % of the total contract price.	Tender Conditions prevails.
44	Tender Document	Please inform what will be the contract closure period	Proposed Order duration is 2+1 year specified in the tender SCC.
45	Section-F: SCC/ Scope of Work PAGE 104	Please specify which all licensed software the Contractor will be required to have in-house for completing the scope of work on job-to- job basis.	As required to execute tentative works specified in tender

SI. No.	MRPL Tender Document Name and Clause Number	Details of Clarification sought	MRPL REPLY
46	Section-F: SCC/ Scope of Work, PAGE 107	RDSI requests that this clause shall be removed and the Contractor be assured of minimum guarantee of 23360 man-hours & 96 man-days during the two year period under the contract. This is required as the Contractor will have to keep resources allocated for executing the work on job-to job basis as well as the Contractor price will be dependent on the minimum consumption guarantee. In case the minimum guarantee is not assured to the Contractor, whether the Contractor will be compensated for the same. Please confirm.	Scope remains as per tender SCC clause M.
47	Section-F: SCC/ Scope of Work PAGE NO. 104, CLAUSE B	RDSI requests that these items noted be excluded from the scope of work as these fall under the purview of the OEM. Please confirm.	Scope remains as per tender.
48	SCC page 106/152 section D DURATION & SCOPE	<p>"Duration of Order is for two years ,extendable by one more year at same rates on mutual agreement."</p> <p>UPCEM request to reduce the Duration to one year &amp; one year extendable, accordingly</p> <p>A) Section (page 112/152) G Item code 1031914 and 1031915 will get reduced to approx 50% and</p> <p>B) BEC criteria will get revised.</p>	The tender has been floated on 2+1 year basis as stated in technical scope of work. The envisaged works as specified in section B of Technical Scope of work can extend beyond one year( for completion) depending on the specific jobs as assigned to successful Bidder and hence a minimum duration of 2 years has been specified in the tender.