

ADDENDUM-I  
TENDER NO. 1090C17039: SUPPLY OF 230MT OF DESORBENT i.e.PARA DIETHYL BENZENE (PDEB) TO ONGC MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT

Sl.	Page No.	Clause No.	Bidders Query	OMPL Replies/Modifications/Clarifications
1	4 of 55	3 (ii)	In case of the offer to supply imported goods, availability of ships as well as ship sailing time from FOB Port of Exit to Mangalore, India port etc is not in vendor's control. Hence, as an internationally well accepted practice for imported goods, contractual delivery schedule needs to be set on FOB Port of Exit (Incoterms 2010) dispatch basis. Accordingly, kindly allow contractual delivery schedule to be FOB Port of Exit (Incoterms 2010) dispatch within 90 days of receipt of acceptable purchase order ("PO") from OMPL.	Clause no.3(i) and 3(ii), page 4 of 55 of tender document shall be amended as follows: i) For Indigenous bidders / For Indigenous bidders on HSS basis : Desorbent (PDEB) should be transported in certified ISO Containers that are sealed properly. The entire quantity is to be delivered in maximum of two lots within three and half months of issue of Purchase order on FOR OMPL, MSEZ, Permude, Mangalore Site basis. Note: Once consignment reaches OMPL Mangalore site, each ISO Containers shall be unloaded and released by OMPL within two working days (Except Saturday, Sunday and Closed Holidays), vendor to provide detailed drawing of ISO Containers showing end connection, hose well in advance to OMPL for making necessary arrangement of end fittings required at OMPL end for unloading of ISO Containers. ii) For direct import basis (Foreign Bidders) : Desorbent (PDEB) should be transported in certified ISO Containers that are sealed properly. The entire quantity is to be delivered in maximum of two lots within three months of issue of Purchase order on CFR Mangalore Port (Incoterm 2010) Basis. Note: i) The materials shall be supplied in ISO Containers with minimum detention free period of 21 days. Further custom clearance and inland transportation till OMPL Mangalore Permude site shall be carried out by OMPL. ii) Once consignment reaches OMPL Mangalore site, each ISO Containers shall be unloaded and released by OMPL within two working days (Except Saturday, Sunday and Closed Holidays), vendor to provide detailed drawing of ISO Containers showing end connection, hose well in advance to OMPL for making necessary arrangement of end fittings required at OMPL end for unloading of ISO Containers.
2	4 of 55	3 (ii)	Though in order to control the costs and supply being on open credit, the attempt is always to supply the goods in a single lot, considering the issues such as ship availability etc esp. in case of imported goods, we request partial shipping be allowed with entire PO quantity be delivered on or before the contractual delivery schedule in the PO.	Maximum two lots acceptable within the delivery schedule
3	4 of 55	(ii) Note	Please appreciate the detention free period is entirely based on the discretion of the shipping line. This is generally permitted as 14 days and due to the recent re-alignment/ reorganization in the ocean industry it is difficult these days to negotiate a longer detention free period. Hence, for this bid we request OMPL to please accept detention free period as 14 days i.e. OMPL will have to ensure that the empty ISO containers are returned by OMPL to Vendor's nominated agent's site in India and handed over in their entirety (and in the condition 'as-received' by OMPL's nominated agent) to the Vendor's nominated agents in India before the completion of such 14 calendar days (detention free period) from the arrival of ship with Desorbent laden ISO containers at Mangalore, India Port.	Supplier to ensure detention free period as per tender terms & conditions
4	5 of 55	4(ii)	How will the offer be evaluated if part of payment for the goods have to be paid in advance?	No advance is payable as per payment terms specified in tender document
5	6 of 55	4(ii)	As an internationally accepted practice for the imported goods, following negotiable documents will be presented to OMPL's nominated bankers (for payment under DAP-At Sight (UCP 600)) upon FOB shipment of the goods – 1. Original full set Bill of Lading made out to order of OMPL's nominated bank 2. Signed commercial invoice 3. Packing list 4. Certificate of origin certified 5. Certificate of Analysis	Supplier to refer clause no.4(ii) page 5 of 55 of tender document for list of negotiable documents
6	8 of 55	III	Bid Evaluation Criteria - OMPL is requested to clearly specify various components of the landed cost and their respective % of CFR cost such as inland transportation, taxes, duties, levies etc in India	OMPL shall load the custom clearance and transportation charges till OMPL site as per the rates available with OMPL which depends on size of shipment and no. of containers. OMPL being an SEZ unit, Custom duty is exempted.
7	14 of 55	48	Price Reduction Schedule - This shall be OMPL's sole remedy for the delays solely attributable to the Vendor in delivering the goods at FOB Port of Exit as per the mutually agreed contractual delivery schedule mentioned in the acceptable PO issued by OMPL.	Tender terms & conditions shall prevail.
8	15 of 55	51	Shelf life is dependent upon the storage of the goods as per Vendor's guidelines and the same will be the basis for offered shelf life from the date of FOB dispatch. In no event will Vendor's aggregate liability shall exceed 100% of the price received by Vendor for this contract. In no event will Vendor be liable for special, consequential or indirect damages such as loss of profits or loss of use.	Shelf Life mentioned under note of page no.15 of 55 of tender document shall be read as follows: "The Shelf Life of the PDEB shall be should be atleast one year from the date of receipt of material at OMPL" For Limitation of Liability clause please refer reply to next query.
9	16 of 55	Section III	All indigenous supply conditions of General Conditions of Contract are not applicable in case the offer is for the supply of goods from outside Indian Territory. In no event will Vendor's aggregate liability for the supplied goods shall exceed 100% of the price received by Vendor for this contract. In no event will Vendor be liable for special, consequential or indirect damages such as loss of profits or loss of use.	Limitation of Liability clause shall be as follows: The total liability of contractor for any reason or any account, whatsoever, including and not limited to arising out of this Contract, tort, Warranty, claims by third parties or otherwise shall not exceed and be subject to a maximum of 100% of the contract value. Under no circumstances, both the parties, including their respective employees, officers shall be liable to the other party for any special, incidental, indirect or consequential damages, loss of profit, loss of data & loss of business. (Provided that this limitation shall not be applicable to clause no.55 and 56 of GCC)
10	13 of 55	40	The placement of Purchase order by OMPL and acknowledgement thereof by Vendor shall constitute complete contract. PO will be placed as per agreed tender terms, offer of vendor, all technical and commercial queries/ clarifications and minutes of meeting etc. Agreed deviations will be specified in the PO itself.	PO shall be issued inline with tender T&C including agreed deviations, if any
11	24 of 55	58	This provision will be mutual and for protecting the confidentiality of documents, technical information and proprietary goods provided by the Vendor to OMPL under this proposal/ contract, the Vendor requests that - "Desorbent shall be used only for the purpose for which it is furnished and they shall not be used for any other purpose or transhipped to any other destination without Vendor's prior written consent. Except as authorized by Vendor in writing, OMPL shall not (i) analyze the Desorbent, (ii) furnish samples of the Desorbent to others, (iii) disclose to others any technical information furnished to OMPL, directly or indirectly, in connection with this proposal such as data, drawings, specifications and other information embodied in or relating to the Desorbent, or (iv) use the technical information for any purpose other than in connection with the use of the Desorbent."	Noted

12	25 of 55	62	<p>Arbitration principle requires the process, arbitrator and venue be neutral to both parties, hence Vendor proposes the following dispute resolution mechanism: i) Any dispute that may arise under or in relation to this agreement shall be referred to arbitration, unless agreement in writing has been reached between the parties sixty (60) days after formal written notice of dispute or disagreement has been given by one party to the other. The parties agree that service of any notices in reference to such arbitration at their addresses as given in this proposal/ contract shall be valid and sufficient ii) The arbitration proceedings shall be governed by and conducted in accordance with Model Law on Arbitration adopted by the United Nations Commission on International Trade Law as embodied in the Arbitration and Conciliation Act of 1996, hereinafter referred to as the "Rules". iii) The arbitration tribunal shall consist of three arbitrators appointed in accordance with the Rules. Each party shall nominate an arbitrator in accordance with the Rules. Should either party fail to nominate his arbitrator within thirty (30) days after nomination of the other party's arbitrator, then upon the written request of such other party, the Supreme Court of India, shall appoint the arbitrator of the party failing to nominate its arbitrator. The third arbitrator, who shall act as chairman of the arbitration tribunal, shall be appointed by the arbitrators nominated by or for the parties in accordance with the Rules, and failing appointment by them, shall be appointed by the Supreme Court of India, in accordance with the Rules. The arbitrators shall have a command of the English language and shall not be affiliated in any way with either party hereunder or any branch, parent or subsidiary thereof. In addition, the third arbitrator shall not be a citizen of or originate from the Vendor's location or India. The arbitration tribunal, including all staff, all witnesses, and attending non parties, shall be legally bound by agreements and/or orders to prevent the disclosure of Vendor Technical Information which may be disclosed to them in connection with the arbitration proceedings conducted hereunder. iv) All arbitration proceedings shall take place at Singapore. All documentation and oral proceedings shall be conducted in the English language. Each party shall have the right through power of subpoena to require the production of documents and confront and cross examine witnesses, and all evidence shall be given by the parties and their witnesses on oath or affirmation. Furthermore, each party hereto shall have the right to have all necessary parties joined during any arbitration proceeding hereunder. v) Any award of the arbitration tribunal shall include the reasons for such award. Monetary awards shall be made in dollars of the United States of America. In those instances where specific limits of liability have been provided for in this proposal/ contract, such specific limits of liability shall be final and not subject to arbitration. The arbitrators shall, in their sole discretion, decide as to which party shall bear the expense of the arbitration proceedings. Notwithstanding the foregoing, nothing shall prevent either party from instituting proceedings in any Court or through any other judicial body having jurisdiction to seek any immediate and/or injunctive relief.E7</p>	Arbitration Clause shall be as Clause 62 on Page 25 of 55 of tender document.
13	5 of 55	6	The tender BG is typical format which will be modified and mutually agreed. Latest executed format of BG with Bidder/ OMPL shall be considered and this will be as per international standards latest URDG.	BG shall be as per Format -I (For Security Deposit/Performance Bond) and Format -III (For Earnest Money Deposit) of tender document.
14	51 of 55	Section-7	Integrity Pact - Section 8 - For protecting the confidentiality of documents, technical information and proprietary goods provided by the Vendor to OMPL under this proposal/ contract, in the event OMPL will be required to disclose Vendor's confidential information to External Independent Monitor(s) under the provisions of an integrity pact then OMPL will do so only after the External Independent Monitor(s) have entered into a Non Disclosure Agreement with the Vendor for protecting the confidentiality of the Vendor Information disclosed to Independent External Monitor(s).	Noted
-	-	-	-	Due date for submission of bid extended till 13-Jul-2017 at 14:00 Hrs.
<p>All other terms &amp; conditions, stipulations, specifications etc. of tender document issued earlier shall remain unaltered. This addendum forms an integral part of bidding document. Bidders are requested to take cognizance of the same and submit their bids accordingly. Bidders are requested to submit the copy of this document duly signed &amp; stamped along with the bid (in the techno-commercial part) as the token of acknowledgement &amp; acceptance of the same.</p>				