



## Addendum-I

Ref: Open Tender 1090C19053 for Cleaning Process of Sulfolane Chemical in Sulfolane Process Unit

Addendum-I to tender document is as follows:

Sl.	Section Name & No. in tender document	Sl. No. in tender	Page No. of Tender	Clause	Bidder Proposed Changes/Comments	OMPL Replies/modification/clarifications/addendum
1	Section-I ITB Section-I Technical Specifications, Scope of work/Supply	2 13	6 31	Completion/Delivery Period: The study with all the BEDD documents should be submitted within 6 months of issuing order for study of sulfolane cleaning technology.	The study with all the BEDD documents should be submitted within 6 months of issuing order <b>&amp; on receipt of payment as per agreed payment terms</b> for study of sulfolane cleaning technology <b>subject to prompt response by OMPL on queries raised by bidder.</b>	The BEDP document should be submitted within 6 months of issuing order and after release of payment to the vendor by OMPL, as per agreed payment terms. OMPL will ensure to respond to the queries of the vendor within mutually agreed time frame.
2	Section-I ITB Section-I Technical Specifications, Scope of work/Supply	4 14	6 31	Payment Terms: The payment terms of the fixed fees is scheduled as per following: <ul style="list-style-type: none"> <li>• 50% to be paid within 30 days of signing licensing agreement and submission of BEDP document to OMPL by the selected vendor.</li> <li>• 50% to be paid within 30 days after completion of performance guarantee test run.</li> </ul>	The payment terms of the fixed fees is scheduled as per following: <ul style="list-style-type: none"> <li>• 50% to be paid within 30 days of Technology License Agreement commencement date.</li> <li>• 40% to be paid within 30 days after the receipt of BEDP by OMPL.</li> <li>• 10% to be paid within 30 days after completion of performance guarantee test run.</li> </ul>	Payment Terms: The payment terms of the fixed fees is scheduled as per following: <ul style="list-style-type: none"> <li>• 50% to be paid within 30 days of Technology License Agreement commencement date.</li> <li>• 40% to be paid within 30 days after the receipt of BEDP by OMPL.</li> <li>• 10% to be paid within 30 days after completion of performance guarantee test run</li> </ul>
3	Section-I ITB	5	7	Security Deposit (Applicable for order value above Rs. 10 Lakhs): Successful Bidder shall furnish Security Deposit in equivalent to 10% of the order value within 15 days of receipt of LOA/ Purchase order for satisfactory execution of the order by way of a Demand Draft/ Bank Guarantee drawn in	We are requesting for exemption as per the reasons mentioned in this letter.	Being special research & development type of job, requirement of security deposit is waived off.

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				favour of M/s. ONGC Mangalore Petrochemicals Limited, payable at Mangalore or by furnishing bank guarantee strictly in prescribed format. This Security deposit shall be released within 30 days after the satisfactory execution of the order and provision of 10% PBG towards Defect Liability Period/Warranty period. Offers without confirmation of Security Deposit will be summarily rejected.		
4	Section-I ITB	6	7	Performance Bank Guarantee (PBG): After successful completion of order, supplier shall submit Bank Guarantee in the amount equivalent to 10% (Ten percent) of total order value towards performance guarantee i.e. for warranty/defect liability period and a claim period of 02 (two) months from the date of successful commissioning of the system.	Performance Bank Guarantee: Performance guarantee can be agreed without provision of bank guarantee.	Being special research & development type of job, requirement of PBG is waived off.
5	Section-I ITB Section-II General Conditions of Contract	7 11	7 36	Warranty Defect Liability	Bidder's responsibilities and liabilities will be over, once performance guarantee run is performed and committed parameters are met and agreed to by both the parties, or after a period of 18 months from the date of issuance of purchase order for the said Technology License, whichever is earlier.	Warranty Defect Liability shall be till the completion of performance guarantee test run and achieving the committed parameters are met (or) 18 months from the date of issuance of purchase order for the said Technology License, whichever is earlier.
6	Section-I ITB	8	7	Bid security /Earnest money deposit (EMD) of INR 1,00,000	We are requesting for exemption as per the reasons mentioned in this letter.	Being special research & development type of job, requirement of Bid security /Earnest money deposit is waived off.
7	Section-I ITB	14	9	Bid Price/Quoted rates: The Bidder should quote for all items in the Price Bid / Price Schedule / Schedule of Rate Format as per Tender document. The rates should be quoted in the same units as mentioned in the tender	Bidder will provide necessary manpower assistance to OMPL during detailed engineering, execution and commissioning till the 2nd charge of adsorbent. However, this assistance will be limited to a maximum of 4 visits to site and/or a maximum of 80 man-hours.	Vendor shall provide necessary mandatory manpower assistance during detailed engineering, execution and commissioning. The period of support shall be discussed and mutually agreed while signing technology agreement.

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				<p>schedules. Bidder shall quote price after careful analysis of costs involved for the performance of the contract considering the entire Bidding Document. In case any activity though specifically not covered in description of item under Schedule of Rates (SOR) but is required to complete the work, which could be reasonably implied / inferred from the contents of the Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.</p> <p>The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, and all other contents of Bidding Document.</p>	<p>Any support/information/services sought by OMPL from bidder which are outside of the scope of the Technology License Agreement, including but not limited to consultation services and customer support, will be charged for by bidder over and above the commercial terms of this contract. The scope of such offerings will be mutually decided as and when the need arises. Bidder will charge as per manhour + travel cost by air + cost of stay. The taxes will be extra as applicable. This rate will be applicable for 12 months from the date of agreement commencement and may be subject to revision thereafter</p>	<p>In case additional support requirement, the vendor may propose per diem rate of man hour cost beyond the agreed time limit. OMPL shall arrange return economy class air fare from the vendor office to Mangalore, local transportation and lodging of the visiting personnel with a validity period of per diem rate.</p>
8	Section-I ITB	25	11	<p>Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence of the documents shall be in the order below: Replies/Clarifications/Corrigendum/Addendum/Amendments etc. issued in respect of the tender documents by OMPL.</p> <p>Price Schedule/Schedule of Rates Format Special Conditions of Contract (SCC) Technical specification, scope of work &amp; Drawing, if any Other Terms &amp; Conditions of the tender documents like Special Instructions to Bidders, Instructions to bidders/ Invitation</p>	<p>Bidder-OMPL Technology License Agreement on "Sulfolane purification technology" will supersede the tender clauses, wherever applicable.</p>	<p>Order of Precedence in case of any ambiguity or conflict between the Tender Documents shall be as per tender document.</p>

				for I3id (IFB), Notice Inviting Tender (NIT) / Important Points, Etc General Conditions of Contract (GCC).		
9	Section-I PQC	iv	14	Commercial/Financial Criteria in BQC: Purchase order/work order copies for the experience criteria to be submitted along with Techno commercial Un-priced bid (Refer to last 2 sentences on Pg.14)	Prior PO / WO documents with similar experience is not applicable. Hence, we seek exemption of this clause.	As this job is special nature with demonstration of cleaning the solvent in vendors R&D facility and also after due acceptance of the cleaned solvent by OMPL, the vendor will be finalized. Hence this statement from PQC/BQC stands deleted.
10	Section –I SCC		16	Risk Purchase	This clause will be discussed & finalised in the Technology License Agreement between bidder-OMPL which will supersede the tender clauses.	Tender terms and conditions shall prevail.
11	Section —I SCC	9	16	Subletting and Assignment: The contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.	The technology license agreement with OPML will be non-exclusive. Bidder as a technology owner, has full right to use this technology in-house and to license the same to other third parties at any point in time. OMPL will purchase the adsorbent only from bidder's approved vendor during the agreement term. The billing & transactions for the adsorbent will happen between vendor & OMPL.	It may please be noted that this clause is pertaining to subject scope of work wherein contractor shall not sublet, transfer or assign the contract or any part. However adsorbent supply will be from the licensor/licensor approved suppliers.
12	Section —I SCC  Section-II GCC	14 in page no.17  63 in page no.45	17  45	Arbitration	Arbitration Clause will be discussed & finalised in the Technology License Agreement between bidder-OMPL which will supersede the tender clauses.	Tender terms and conditions shall prevail.
13	Section-I Technical Specifications, Scope of work/Supply	2.2	22	Grant of License: Providing the license to OMPL for constructing, operating and maintaining the Purification unit using the Vendor's technology on perpetual basis.	The technology license agreement with OPML will be non-exclusive. Bidder as a technology owner, has full right to use this technology in-house and to license the same to other third parties at any point in time. The license will be offered for one location only and its usage will be limited to "Purification of Sulfolane" used in aromatic plant at OMPL, Mangalore.	Technology proposed by the vendor is non-exclusive in nature  The technology shall be installed Sulfolane unit at OMPL, Mangalore only.

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14	Section-I Technical Specificati on, Scope of work/Sup ply	2.3 (c)	22	Please note that this scope of work shall be part of the agreement and no deviation in the contents is permitted.	Our observations and comments are provided in this letter for your consideration.	Bidder shall submit their offer as per Tender document and subsequent addendum to Tender document.
15	Section-I Technical Specificati ons, Scope of work/Sup ply	2.3 2.14 (b) 4	22 26	Preparation & Supply of Basic Engineering Package/Operating Manual/Laboratory Manual / Training manual  Vendor will provide necessary assistance to OMPL during detailed engineering, execution and commissioning till the circulating solvent is completely cleaned.	Bidder will provide necessary manpower assistance to OMPL during detailed engineering, execution and commissioning till the 2nd charge of adsorbent. However, this assistance will be limited to a maximum of 4 visits to site and/or a maximum of 80 manhours. Any support/information/services sought by OMPL from bidder which are outside of the scope of the agreement, including but not limited to consultation services and customer support,	Vendor shall provide necessary mandatory manpower assistance during detailed engineering, execution and commissioning. The period of support shall be discussed and mutually agreed while signing technology agreement.  In case additional support requirement, the vendor may propose per diem rate of man hour cost beyond the agreed time limit. OMPL shall arrange return economy class air fare from the vendor office to Mangalore, local transportation and lodging of the visiting personnel with a validity period of per diem rate
16	Section -I Technical Specificati ons, Scope of work/Sup JAY	2.14 (b) 3	26	OMPL will pay the Vendor one-time fixed fees which include the technology license fee, BEDP, travel & service charges if applicable. The Taxes would be extra as applicable. The license term for the said technology is perpetual.	OMPL will pay the Vendor one-time fixed fees which include the technology license fee, BEDP, travel* & service charges* if applicable. The taxes would be extra as applicable. The license term for the said technology is perpetual. The technology license agreement with OPML will be non-exclusive. The license is being offered for one location only and its usage will be limited to "Purification of Sulfolane" used in aromatic plant at OMPL, Mangalore. *(bidder will provide necessary assistance to OMPL during detailed engineering, execution and commissioning till the 2nd charge of adsorbent. However, this assistance will be limited to a maximum of 4 visits to site and/or a maximum of 80 manhours. The assistance will also include vetting/confirmation of all critical equipment's drawings provided by OMPL.)	Technology proposed by the vendor is non-exclusive in nature. The technology shall be installed Sulfolane unit at OMPL, Mangalore  Vendor shall provide necessary mandatory manpower assistance during detailed engineering, execution and commissioning. The period of support shall be discussed and mutually agreed.  In case additional support requirement, the vendor may propose per diem rate of man hour cost beyond the agreed time limit. OMPL shall arrange return economy class air fare from the vendor office to Mangalore, local transportation and lodging of the visiting personnel with a validity period of per diem rate

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17	Section-I Technical Specifications, Scope of work/Supply	2.7	24	<p><b>PERFORMANCE TEST PERIOD</b> proceedings Vendor's Assistance during the initial stages of operation of the purification is necessary to streamline and to achieve is necessary. Vendor will provide all necessary support to achieve this. For all the services mentioned under sec. 2.6 and any other relevant para, the Vendor shall quote per-diem rate basis.</p>	<p>Bidder will provide necessary manpower assistance to OMPL during detailed engineering, execution and commissioning till the 2nd charge of adsorbent. However, this assistance will be limited to a maximum of 4 visits to site and/or a maximum of 80 manhours. Any support/information/services sought by OMPL from bidder which are outside of the scope of the agreement, including but not limited to consultation services and customer support, will be charged for by bidder over and above the commercial terms of this contract. The scope of such offerings will be mutually decided as and when the need arises. Bidder will charge as per manhour + travel cost by air + cost of stay. The taxes will be extra as applicable. This rate will be applicable for 12 months from the date of agreement commencement and may be subject to revision thereafter</p>	<p>Vendor shall provide necessary mandatory manpower assistance during detailed engineering, execution and commissioning. The period of support shall be discussed and mutually agreed while signing technology agreement.</p> <p>In case additional support requirement, the vendor may propose per diem rate of man hour cost beyond the agreed time limit. OMPL shall arrange return economy class air fare from the vendor office to Mangalore, local transportation and lodging of the visiting personnel with a validity period of per diem rate.</p>
18	Section-II General Conditions of Contract	8	36	<p><b>Taxes &amp; Duties:</b> It shall be the sole responsibility of the Contractor to assist the Owner / PMC for 2 (two) year from Final Completion of the Contract for answering / resolving the queries / clarifications sought by various authorities including but not limited to SEZ authorities and auditing authorities (refer para 7 on Pg.36).</p>	<p>Bidder will provide necessary manpower assistance to OMPL during detailed engineering, execution and commissioning till the 2nd charge of adsorbent. However, this assistance will be limited to a maximum of 4 visits to site and/or a maximum of 80 manhours. Any support/information/services sought by OMPL from bidder which are outside of the scope of the agreement, including but not limited to consultation services and customer support, will be charged for by bidder over and above the commercial terms of this contract. The scope of such offerings will be mutually decided as and when the need arises. Bidder will charge as per manhour + travel cost by air + cost of stay. The taxes will be extra as applicable. This rate will be applicable for 12 months from the date of agreement</p>	<p>OMPL being an SEZ unit, please refer Section –II TAXES AND DUTIES (APPLICABLE TO OMPL, BEING AN SEZ UNIT) for details.</p>

					commencement and may be subject to revision thereafter.	
19	Section-II GCC	10	37	<p>Security Deposit: Successful bidder shall furnish Security Deposit (SD) in equivalent to 5% of the basic order value within 15 days of receipt of order for satisfactory execution of the order by way of a Demand Draft (DD) drawn in favour of M/s. ONGC Mangalore Petrochemicals Limited, payable at Mangalore. The Vendor shall confirm his acceptance of Security Deposit at the time of submitting the offer as per tender conditions. Offers without confirmation of Security Deposit will be summarily rejected.</p> <p>Such Security Deposit shall be held by the OWNER as security for the due performance of the Successful bidder's obligations under the contract including defects liability period. Bank Guarantees in attached format shall also be accepted in place of Demand Draft.</p>	We are requesting for exemption as per the reasons mentioned in this letter.	Please refer reply to Point No. 3 above.
20	Section-II GCC	50	42	<p>Recovery of Sums Due Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sums from any sum then due or</p> <p>Which at any time thereafter may become due from the Vendor under this or any other contract with the OMPL and should this sum be not sufficient to cover the recoverable amount the Vendor shall pay to the OMPL on demand the balance remaining due.</p>	Recovery should be bounded within this tender & work order only.	Tender terms and conditions shall prevail.

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21	Section II GCC	57	43	The vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the bid document and of the Vendor's drawing and data from attached to the Purchase Order and as called for in the Clause 8 viz. Expediting above.	What is Clause 8?	Please read the clause as below: The vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the bid document and of the Vendor's drawing and data from attached to the Purchase Order and as called for in the <b>Clause 38</b> viz. Expediting above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purpose including settlement of payment since the said submissions are an integral part of Purchase Order execution.
22	Section-H GCC	59	44	<b>SERVICE OF VENDOR'S PERSONNEL:</b> Upon three weeks advance notice, the Vendor shall depute the necessary personnel to site for supervision of erection and start-up of the equipment and train OMPL personnel for the operation and maintenance of the equipment, if required by the OMPL. The terms and conditions for the services of the vendor's personnel shall be indicated in the quotation itself.	Bidder will provide necessary manpower assistance to OMPL during detailed engineering, execution and commissioning till the 2nd charge of adsorbent. However, this assistance will be limited to a maximum of 4 visits to site and/or a maximum of 80 manhours. Any support/information/services sought by OMPL from bidder which are outside of the scope of the agreement, including but not limited to consultation services and customer support, will be charged for by bidder over and above the commercial terms of this contract. The scope of such offerings will be mutually decided as and when the need arises. Bidder will charge as per manhour + travel cost by air + cost of stay. The taxes will be extra as applicable. This rate will be applicable for 12 months from the date of agreement commencement and may be subject to revision thereafter	Please refer Section-I Technical Specifications, Scope of work/Supply for details.
23	Section-II GCC	64	45	Difference in Meaning /Terms	These clauses will be discussed & finalised in the Technology License Agreement between bidder-OMPL which will supersede the tender clauses.	Tender terms and conditions shall prevail.



24	Section-II GCC	65	45	Jurisdiction	These clauses will be discussed & finalised in the Technology License Agreement between bidder-OMPL which will supersede the tender clauses.	Tender terms and conditions shall prevail.
25	Section- IV Per diem rates - (Form 1)	1	113	Per Diem rate for providing support services while implementing the adsorbent cleaning technology at OMPL (like participating in HAZOP study, unit preparation, startup and troubleshooting)	Per Diem rate for providing support services while implementing the adsorbent cleaning technology at OMPL (like participating in HAZOP study, unit preparation, start-up, troubleshooting, and any other related activity etc.). This rate will be applicable for 12 months from the date of agreement commencement and may be subject to revision thereafter. Note: Travel by air & stay charges will be extra, as applicable, on actuals. Taxes will be extra as applicable.	Per Diem rate for providing support services while implementing the adsorbent cleaning technology at OMPL (like participating in HAZOP study, unit preparation, startup and troubleshooting and any other related activity, etc.) in addition to the Per diem rates OMPL shall arrange return economy class air fare from the vendor office to Mangalore, local transportation and lodging of the visiting personnel with a validity period of per diem rate.
26	Section-II GCC	58	43	Technical Information	The technology license agreement with OPML will be non-exclusive. Bidder as a technology owner, has full right to use this technology in-house and to license the same to other third parties at any point in time. The license will be offered for one location only and its usage will be limited to "Purification of Sulfolane" used in aromatic plant at OMPL, Mangalore.	The technology shall be installed Sulfolane unit at OMPL, Mangalore only.
27	Sample for testing	-	-	-	-	Sulfolane sample for cleaning will be given to all the bidders who approach OMPL prior to bidding.
28	SECTION-I NOTICE INVITING TENDER (NIT) / IMPORTANT POINTS / SALIENT FEATURES OF BIDDING DOCUMENT		5	Last Date For Submission Of Bid <b>15:00 HOURS (IST) ON 11- Feb-2020</b>		Last Date For Submission Of Bid <b>15:00 HOURS (IST) ON 18-Feb- 2020</b>

**All other terms & conditions, stipulations, specifications etc. of tender document issued earlier shall remain unaltered. This 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 & stamped along with the bid (in the techno-commercial part) as the token of acknowledgement & acceptance of the same.**