
		ADDENDUM-I Tender No. 1070C20024 for Annual Rate Contract for Operation and Maintenance for HVAC System at ONGC Mangalore Petrochemicals Ltd (OMPL) - An SEZ Unit		
Addendum-I to tender document is as follows:				
Sl.	Page No.	Query	OMPL Replies/Clarifications/Amendment/Corrigendum	
1	5	Splitting of Work	Tender terms & conditions shall prevail. Please refer page 5 of tender document	
2	7	Mobilization Period: Considering the present Covid-19 effect, typically mobilization period shall be 4-6 weeks.	Tender terms & conditions shall prevail	
3	7	Payment terms: We request OMPL to provide atleast 1 month advance for us to cater the site expenses and mobilization and the same can be adjusted during the last month of contract . If not possible kindly please provide SBLC. Following are the Payment terms we will suggest-a) 3 months O&M Fees as Advance along with Order/LOI which will be adjusted in the last 3 month bills of the Order/LOI. b) The Operator shall submit invoice for the services rendered in the preceding month by 1st week of next month. The Owner shall pay to the Operator 100% of the bill along with the applicable taxes within 7 working day after submission of Invoice. c) If the delay in payment extends beyond 30 days of submission of invoice Operator is entitled to adjust the payments with the advance d) In case of any occurrence of force majeure, the Owner shall make payment as per the payment terms.	Tender terms & conditions shall prevail	
4	7	Security Deposit: Kindly provide clarity on collection of SD after contract period completion	Successful Bidder shall furnish Security Deposit in equivalent to 3% of the Contract/Work order value within 15 days of receipt of LOA/Work order for satisfactory execution of the order. Security deposit shall be released after completion of the contract upon submission of PBG.	
5	8	Performance Bank Guarantee: Kindly provide clarity on collection of PBG after contract period	Successful Bidder is required to provide Performance Bank Guarantee (PBG) for 10% of total contract value towards performance guarantee of the system i.e. one year from the date of issue of completion certificate by OMPL with additional claim period of 2 months. PBG will be released after completion of this period.	
6	8	Defect Liability/Warranty Period: Since this is Service contract the clause may not be applicable	Tender terms & conditions shall prevail. It is clarified that Defect Liability for leak rectified by the contractor upto 12 months from rectification date. Contractor shall stand guarantee to the workmanship and therefore, DLP is applicable.	
7	18	Termination of contract : Agreed upon 2 months prior notice period. Please add following-If the successful tenderer shall commit a breach of any of the conditions stipulated contract and fail to remedy such breach within four days of the receipt of the written notice from OMPL in this regard. Point C is need to be deleted:- Clause is as follow- c.If any successful tenderer or any partner in the firm of the successful tenderer shall be convicted of any criminal offence. In point no. F following point need to be added:- However OMPL shall forthwith pay to the Tenderer the amount due for the services performed by the Tenderer till the date of such termination.	Tender terms & conditions shall prevail	
8	18	Risk Purchase: Rate shall be on Mutual Agreement	Tender terms & conditions shall prevail	
9	18	Price discount : Since this is Service contract the clause may not be applicable	Tender terms & conditions shall prevail	
10	19	Zero rated Supply: Being a SEZ unit OF Owner - documents for record and further action need to be submitted by Owner to Service Provider.	Please refer Page no.86	
11	19	Arbitration: Shall be referred by either party. And sole arbitrator shall be appointed mutually by the parties.	Tender terms & conditions shall prevail	
12	22	Insurance : The Insurance towards machinery break-down, general liability, third party liability, fire, earth-quake, theft pilferage, natural calamities and terrorism shall be covered by Owner at its cost. The Owner shall incorporate the Service Provider(SP) and its Sub-contractors as additional insured with a waiver of subrogation rights in favour of them and in favour of their Insurers. The Owner shall, as a material obligation, maintain such insurance policies valid at all times until the completion of Services and a provide a copy of the same to SP. b) The SP shall not be responsible for any losses, costs and damages to property and/or loss of life and injury caused by any reasons, except for SP's gross negligence or wilful misconduct. c) The SP shall maintain and renew at all times at its cost a personal accident policy in respect of its employees against personal injury or any accident at work. The SP shall ensure that the Sub-contractors too maintain and renew a similar coverage for its employees. d) Notwithstanding anything contained in the Contract, the SP shall have no liability whatsoever for or with respect to; loss or destruction/damage to the Plant or any parts thereof of property of any third party or injury or loss of life, if destruction, damage, injury or loss of life is caused by any War Risks and the Owner shall indemnify and hold the SP harmless from any and all claims, law suits, costs, damages and expenses arising in consequence of or in connection with the same.	Tender terms & conditions shall prevail	

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13	48	Force Majeure: Please add following wording- Effect of FM a) Neither Party shall be considered to be in default or in breach of its obligations under this Contract to the extent that performance is prevented by any circumstances of FM, provided a notice has been issued by the affected Party to the other Party within 5 days of occurrence of FM. b) If the SP incurs delays and/or any cost due to FM, the Owner shall excuse delay and/or reimburse such costs. The SP shall be continued to be paid by the Owner for all the costs incurred by the SP of maintaining the O&M personnel/work force if the performance is suspended due to FM. c) If the FM situation continues for more than forty-five days, the Parties shall mutually discuss and come to an agreement regarding further course of action. If no agreement is reached and the FM situation continues beyond 60 days, either of the Parties may terminate the Contract and in such an event the SP shall be paid forthwith all its due payments along with the costs and expenses towards demobilization. The securities provided by the SP if any shall also be duly discharged by the Owner.	Tender terms & conditions shall prevail
14	49	TERMS AND CONDITIONS APPLICABLE FOR CONTRACTS/SERVICES WHILE WORKINGS INSIDE OMPL PROJECT SITE AND OFFICE: Please add following wording- Effect of FM a) Neither Party shall be considered to be in default or in breach of its obligations under this Contract to the extent that performance is prevented by any circumstances of FM, provided a notice has been issued by the affected Party to the other Party within 5 days of occurrence of FM. b) If the SP incurs delays and/or any cost due to FM, the Owner shall excuse delay and/or reimburse such costs. The SP shall be continued to be paid by the Owner for all the costs incurred by the SP of maintaining the O&M personnel/work force if the performance is suspended due to FM. c) If the FM situation continues for more than forty-five days, the Parties shall mutually discuss and come to an agreement regarding further course of action. If no agreement is reached and the FM situation continues beyond 60 days, either of the Parties may terminate the Contract and in such an event the SP shall be paid forthwith all its due payments along with the costs and expenses towards demobilization. The securities provided by the SP if any shall also be duly discharged by the Owner.	Tender terms & conditions shall prevail
15	5	Bid manual only	Bid has to be submitted in hard copy.
16	12	OMPL reserves the right to split the tender and award to more than one party.	Not Applicable
17	7	100% payment shall be made within 15 days : Is it including Certification by EIC ?	No
18	18	Subletting and assignment. Also HR documents.	Tender terms & conditions shall prevail
19	42	Transit & Erection / Workmen Compensation Insurance / Third Party Liability Insurance: GTLI 10 Lac / WC / ESI	Tender terms & conditions shall prevail
20	49, 50 & 53	HR/Compliances (ESI/PF): Subcontracting to be included, uniform	Tender terms & conditions shall prevail. Please refer the clause No. 69 (Page No. 49)
21	59	Group Term Life Insurance cover to be taken having a risk coverage 24 x 7 death coverage (Natural/Accidental Death) with a sum assured of say Rs. 10,00,000/- (Rs. Ten Lacs only) by all contractors.: For all employees	Tender terms & conditions shall prevail
22	75	Rs. 10,00,000 (Rupees- One Lakhs) max.	Rupees indicated in words to be read as Rs. Ten Lakhs
23	82	Relaxation of Norms for Micro & Small Enterprises, For more clarity in this regard, following table is furnished	Tender terms & conditions shall prevail
24		Minimum wages : central or state wages	Central Govt. wages
25	23	Material and Labour supply: Kindly provide clarity on material supply and helper support	Work shall be carried out as per scope. It is further clarified that all manpower for works mentioned in the scope of work is in bidders including helper etc.
26	24	Material and Labour supply: Kindly provide clarity on material supply and helper support	Work shall be carried out as per scope. It is further clarified that this item is comprehensive maintenance item all men, material & consumables are in contractor scope except for refrigerant gas.
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29	24	Parts & consumables: Kindly provide clarity on list of parts and consumables	Work shall be carried out as per scope. It is further clarified that this item is comprehensive maintenance item all men, material & consumables are in contractor scope except for refrigerant gas.
30	25	Unlimited break down: kindly provide clarity	Work shall be carried out as per scope. It is further clarified that any breakdown shall be attended by the contractor in the said duration. The number of such attending will not be limited
31	25	Lithium Molybdate/ Octyl Alcohol: kindly provide clarity on material supply and helper support	Work shall be carried out as per scope. It is further clarified that rate for supply of Lithium Molybdate and Octyl Alcohol is covered
32	26	Silicone sealant: kindly provide clarity on material supply and helper support	Work shall be carried out as per scope. It is further clarified that all manpower for works mentioned in the scope of work is in bidders including helper etc. and the filter frame after cleaning and re-installing the filters shall be free from and air leaks any consumable supply like silicone etc are in the scope of contractor.

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33	27	Scope of work for Overhauling of Chillers, AHUs, CSUs, FMUs, Package Acs etc. includes the following jobs :- kindly clarify about PM	Work shall be carried out as per scope. It is further clarified that item for PM is separate.
34	27	CHEMICAL SUPPLY: Kindly clarify about chemical supply	Chemical supply, requirement of recirculation pumps etc. is in the scope of the contractor.
35	27	Sample Testing: Kindly clarify about frequency of sample testing and Testing charges. Also please provide the information about existing lab details at OMPL.	Work shall be carried out as per scope.
36	28	Scope of work for Overhauling of VAM includes the following : - Kindly provide clarity regarding gasket supply, Octly alcohol supply and other materials required	Doesn't include supply of spares however, consumables will be supplied by the vendor.
37	28	Transportation, loading, unloading is in the contractor scope: Kindly provide clarity regarding loading and unloading support from OMPL	Work shall be carried out as per scope. It is further clarified that refrigerant gas cylinder transportation, loading, unloading is in the scope of contractor.
38	31	Penalty : Kindly provide normal deduction methodology	The normal deduction is : Total Manpower Deployment Required = 7, Total Absent manpower (shift/General) = A, Number of Days in Month = B, Deduction= $((A \div (7 \times B)) \times (\text{"SOR SL.A"}))$
39	28	Vehicle Deployment: Contractor to make available one vehicle (four-wheeler for general hours)	Tender condition shall prevail. It is further clarified that yellow board can be owned by anyone but white board shall be owned by bidder or their channel partner.
40	28 & 32	01 No / 02 Nos Flame proof (Intrinsically Safe) Mobile phone	1 No. flameproof Intrinsically safe mobile phone
41	28	Aluminium 'A' type ladders (size-10/12 Feet- 02 Nos.) and fibre stool 2 Nos for doing work at height.	Tender condition shall prevail.
42	32	In case the vendor is unable to carry out any of the works mentioned in contract or supply the spares in 07 days.	Tender condition shall prevail.

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.

Sign & Stamp of Bidder