



ADDENDUM-I
TENDER No. 1090C19019: SUPPLY OF 230MT OF DESORBENT i.e.PARA DIETHYL BENZENE (PDEB) TO ONGC MANGALORE PETROCHEMICALS LTD (OMPL) – AN SEZ UNIT



Sl.	Bidders Query	OMPL Replies/Modifications/Clarifications
1	Delivery Completion Period: Bidder shall require 15 days to commence supplies as PDEB transportation require hiring of ISO TANKERS. Bidder will complete the supply within 90 days (As required by OMPL). Bidder being domestic supplier & PDEB being transported by road in ISO TANKERS, supplies would be continuous & regular till 230 MT is completed rather in single lot as asked by OMPL under delivery / completion schedule. Despach / Invoice / LR date from RIL Hazira would be considered as "Supply Complete".	Tender terms & conditions shall prevail.
2	Terms of Payment: 100% payment within 21 days from the date of Invoice/LR (15 days as required by OMPL + 6 days transit period). Any delay in receiving payments to be offset by making later payments early. If it does not happen , penal intetrest @ 21 % would be applicable.	Tender terms & conditions shall prevail.
3	Taxes and Duties: Though OMPL is falling under SEZ and is understood to have exempted from various taxes,however incase OMPL fails to submit required correct documents all the taxes and duties will be to OMPL's account only .	OMPL being an SEZ unit, exempted from various taxes as Tender terms & conditions. Exemption certificate/LOA is attached herewith for reference. For details regarding GST under zero rated supply please refer page 75 to 77 of tender document.
4	Confirm acceptance of Price Reduction Schedule (PRS) as specified in GCC point 12: ISO tanker being special fleet in nature, require efficient rotation. Any detention of tankers at OMPL's end would result in in-efficient rotation of tankers, therefore, PRS to that extent will not be applicable. PRS will be applicable only if we fail to supply 230 MT within 90 days from the receipt of PO. Despach/ Invoice / LR date from bidder plant would be considered as supply completed. Subject to Force Majeure Clause. PRS should not exceed 5 % of PO value (Page 7 ITB).	Tender terms & conditions shall prevail.
5	Transporation will be organised by FCPL, however, freight payment will be collected along with material. It would be on delivered basis & freight would be added in basic price.	Indigenous supplier to arrange transportation of materials till FOR OMPL Mangalore Permude site basis.
6	Tanker Detention: Tanker required to be unloaded within 48 hours from the date of reporting at OMPL Mangalore. In case it is not unloaded by 48 hours, detention charges @ Rs. 8000/- per day will be charged / applicable.	ISO Tanker Unloading/releasing by OMPL shall be as per clause no.2 of Section-I (Instruction To Bidders) of OMPL tender document.
7	Part & Repeat Order: Bidder shall keep the right to accept or reject.	Tender terms & conditions shall prevail.
8	Quality Analysis: Incase of any issues in Quality, the same will be sorted out amicably, with consent and best interests of both parties. However bidder reserves the right to use third party facilities for analysis and resolving the issues	Noted, however use of Third Party facilities for analysis shall be as per OMPL approval only.
9	Shortage Tolerance (Weighment): Shortage upto 0.5% to be allowed. For example a tanker with 18 MT material is dispatched, 90 Kg Shortage should be allowed. Incase of shortage reported of 140 Kg, 90 Kg will be allowed and payment deduction will be for the remaining 60 Kg only. Bidder reserves the right to use Third Party for weighment.	Tender terms & conditions shall prevail.
10	Security Deposit & PBG: As agreed mutually in the recently concluded tender, bidder will submit PBG within 15 days from the date of PO / LOI which will cover security deposit period also.	Noted.
11	SCC Point no. 5 , Termination of PO & Point 6, Risk Purchase	Tender terms & conditions shall prevail.

12	Clause no 60 of GCC , last paragraph. If at anytime Option to terminate. It is not acceptable to bidder.	Tender terms & conditions shall prevail.
13	Arbitration, Force Majeure clauses will be according to bidders standard conditions	
13.1	Arbitration: Please note that the Arbitration clause has to be balanced and fair for both the parties. It is necessary that no single party to a contract should have an overriding right to appoint the arbitrator and control the Arbitration process. In this regard there have been judgements which have set aside unreasonable Arbitration clauses favouring one party to the contract. Therefore, even if the clause on Arbitration is accepted in the present form, on a reference made to the High Court, the said clause is bound to be set aside with strictures of the Court. Bidder requested to please have this clause revised by reference to OMPL law dept. Hence, it is in the interest of both the parties to continue with the clause suggested by bidder.	Tender terms & conditions shall prevail.
13.2	<p>Force Majeure Clause: Bidder accepted OMPL Force Majeure clause no. 61 of Section – III (GCC) of tender document with certain edits as it is only bidder who would be in a position to let you know whether a Force Majeure event affecting us is over or continuing and this cannot be at the sole discretion of OMPL. The edits suggested have been highlighted as below:</p> <p>DELAYS DUE TO FORCE MAJEURE: If at any time during the continuance of the Contract the performance in whole or part by either party of any obligation under the Contract shall be prevented or delayed by reasons of a Force Majeure event which shall include but not be limited to war, hostility acts of public enemy, civil commotion, sabotage. Fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events) then provided notice of the happenings of any such events if given by either party or the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damage against whether in respect of such non-performance or delay in performance. Deliveries or acceptance of deliveries under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the OMPL as to whether the deliveries or acceptance of deliveries have to be so resumed or not shall be final and conclusive provided further if the performance in whole or part or any obligation under the Contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the Contract.</p>	Tender terms & conditions shall prevail.
<p>All other terms & 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 & stamped along with the bid (in the techno-commercial part) as the token of acknowledgement & acceptance of the same.</p>		