

**MANGALORE REFINERY & PETROCHEMICALS LTD.**  
(A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC)  
Regd. Office: Kuthethoor P.O., Via: Katipalla, Mangalore-575030 (India)  
Phone: 0091-824-2270400 Fax: 0091-824-2271239

**Addendum-5 dated 06.11.2024**

**To**

**Tender No. 320000905 dated 10.09.2024**

**For**

**Integrated Load Shedding System Package For MRPL Refinery Complex  
Power System Upgradation Project**

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

The items, conditions, specification and stipulations of the Bidding Documents and the modified portion to the extent indicated in

- a) Annexure-I: Commercial Addendum

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:**

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

**Addendum-5**

**Annexure-I: Commercial Addendum**

<b><u>Sl. No.</u></b>	<b><u>Reference Section No./ Clause No.</u></b>	<b><u>Addition/Deletion/Modification</u></b>
1.	Vol. I of II; Page 1 of 481; Tender Download End Date & Time	The Tender Download End Date & Time shall be read as 12.11.2024, 15.00 Hrs
2.	Vol. I of II; Page 1 of 481; Bid Closing Date & Time	The Bid Closing Date & Time shall be read as 12.11.2024, 15.00 Hrs
3.	Vol. I of II; Page 1 of 481; Un-Priced Bid Opening Date & Time	The Un-Priced Bid Opening Date & Time shall be read as 12.11.2024, 15.30 Hrs
4.	Vol. I of II; Page 378 of 481; Terms of Payment; Clause no. 3.1 d)	The clause shall be read as "5% (Five percent) on issuance of Commissioning Certificate of the package work against the Contractor's Certified Running Account Bill(s). However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against submission of Bank Guarantee of equivalent amount valid up to the defect liability period."
5.	Vol. I of II; Page 378 of 481; Terms of Payment; Clause no. 3.1 e)	The clause shall be read as "5% (Five percent) on issuance of Completion Certificate of all work in all respect and acceptance thereof and submission of all final documents against Contractor's Certified Final Bill. However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against submission of Bank Guarantee of equivalent amount valid up to the defect liability period."
6.	Vol. I of II; Page 379 of 481; Terms of Payment; Clause no. 3.2 d)	The clause shall be read as "20% (Twenty percent) of the total supply value, on pro-rata basis, on completion of fabrication and erection/ installation, alignment and grouting as required including testing wherever involved and required against the Contractor's Certified Running Account Bill(s). However, in the event of non- availability of work front from MRPL due to reasons not attributable to vendor for more than 180 days, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period."
7.	Vol. I of II; Page 379 of 481; Terms of Payment; Clause no. 3.2 e)	The clause shall be read as "5% (Five percent) of the total supply value on Issuance of Commissioning Certificate of Package Work against the Contractor's Certified Running Account Bill(s). However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period."

<u>Sl. No.</u>	<u>Reference Section No./ Clause No.</u>	<u>Addition/Deletion/Modification</u>
8.	Vol. I of II; Page 379 of 481; Terms of Payment; Clause no. 3.2 f)	The clause shall be read as “5% (Five percent) of the total supply value on issuance of Completion Certificate of all work in all respect against the Contractor’s Certified Final Bill. However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period.”
9.	Vol. I of II; Page 380 of 481; Terms of Payment; Clause no. 3.3.1 c)	The clause shall be read as “5% (Five percent) on issuance of Commissioning Certificate of the package work against the Contractor’s Certified Running Account Bill(s). However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period.”
10.	Vol. I of II; Page 380 of 481; Terms of Payment; Clause no. 3.3.1 d)	The clause shall be read as “5% (Five percent) on issuance of Completion Certificate of all work in all respect against Contractor’s Certified Final Bill. However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period.”
11.	Vol. I of II; Page 380 of 481; Terms of Payment; Clause no. 3.3.2 d)	Also, please refer to Addendum-2 to read the updated clause number 3.3.2.1 CABLE RACEWAY ERECTION WORK, sub-clause no. b). The clause shall be read as “5% (Five percent) on issuance of Commissioning Certificate of the package work against the Contractor’s Certified Running Account Bill(s). However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period.”  Similarly, please refer to Addendum-2 to read the updated clause number 3.3.2.2 CABLE LAYING WORK, sub-clause no. c). The clause shall be read as “5% (Five percent) on issuance of Commissioning Certificate of the package work against the Contractor’s Certified Running Account Bill(s). However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period.”
12.	Vol. I of II; Page 380 of 481; Terms of Payment; Clause no. 3.3.2 e)	Also, please refer to Addendum-2 to read the updated clause number 3.3.2.1 CABLE RACEWAY ERECTION WORK, sub-clause no. c). The clause shall be read as “5% (Five percent) on issuance of Completion Certificate of all work in all respect against Contractor’s Certified Final Bill. However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against

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		<p>supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period.”</p> <p>Similarly, please refer to Addendum-2 to read the updated clause number 3.3.2.2 CABLE LAYING WORK, sub-clause no. d). The clause shall be read as “5% (Five percent) on issuance of Completion Certificate of all work in all respect against Contractor’s Certified Final Bill. However, in case of delay in commissioning for more than 180 days for reasons not attributable to vendor, then this amount shall be released against supply of all materials and submission of Bank Guarantee of equivalent amount valid up to the defect liability period.”</p>