



**AMENDMENT NO. 2 DATED 15.03.2022 TO TENDER NO. CAI9748P22 FOR DESIGN & ARCHITECTURAL CONSULTANCY, PROJECT MANAGEMENT AND CONSTRUCTION SUPERVISION SERVICES FOR CONSTRUCTION OF OIL'S CORPORATE OFFICE & SKILL DEVELOPMENT INSTITUTE IN GUWAHATI.**

This amendment no.2 is issued to notify the changes :

Clause no./Reference Documents	Existing clause	Amended Clause												
<b>INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM</b> (Page No. 2 , Duration of the Contract)	39 Months	<b>40 months</b>												
<b>SPECIAL CONDITIONS OF CONTRACT , "The timelines for the project"</b> (Page No.100)	<table border="1"> <tr> <td><b>Phase 1</b></td> <td>Stage 1 to 6:</td> <td>5 (Five) months</td> </tr> <tr> <td><b>Phase 2</b></td> <td>Stage 7 &amp; 10:</td> <td>5 to 34 months as approved by OIL or until completion of work whichever is later.</td> </tr> </table>	<b>Phase 1</b>	Stage 1 to 6:	5 (Five) months	<b>Phase 2</b>	Stage 7 & 10:	5 to 34 months as approved by OIL or until completion of work whichever is later.	<table border="1"> <tr> <td><b>Phase 1</b></td> <td>Stage 1 to 6:</td> <td>5 (Five) months</td> </tr> <tr> <td><b>Phase 2</b></td> <td>Stage 7 &amp; 10:</td> <td>35 months. Total duration of contract is 40 Months</td> </tr> </table>	<b>Phase 1</b>	Stage 1 to 6:	5 (Five) months	<b>Phase 2</b>	Stage 7 & 10:	35 months. Total duration of contract is 40 Months
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<b>PART – 4</b>	<b>SECTION – II PAYMENT TERMS</b>	<b>Amended SECTION – II PAYMENT TERMS</b> is attached below vide <b>Annexure PP2</b>												
<b>PART – 2 BID REJECTION CRITERIA &amp; BID EVALUATION CRITERIA. Clause no. 1.3</b>	The Bidder should have successfully provided the Planning, Designing, Engineering and supervision for at least one multi storied (G+7 and above) completed Office Building / Institutional Project in Govt. / Public Sector Organizations or Banks of reputed National / Multi-national Companies /	The Bidder should have successfully provided the Planning, Designing, Engineering and supervision for at least one multi storied (G+7 and above) completed Office Building / Institutional Project in Govt. / Public Sector Organizations or Banks of reputed National / Multi-national												

	Listed Corporate Bodies of a Government/PSU/Large Private organization of value not less than Rs.148.39 Crores (excluding cost of land) and including GST in a single contract during the preceding 07 (seven) years reckoned from the original bid due date, which should include Civil, Interior & MEP (Mechanical, Electrical and Plumbing) services and project management and construction supervision services complete in all respect.	Companies / Listed Corporate Bodies of a Government/PSU/Large Private organization of value not less than Rs.148.39 Crores (excluding cost of land) and including GST in a single contract during the preceding 07 (seven) years reckoned from the original bid due date, which should include Civil, Interior & MEP (Mechanical, Electrical and Plumbing) services and project management and construction supervision services complete in all respect. For the evaluation of multi storied building, <b>“Basement” will also be counted as a story.</b>
<b>PART – 2 BID REJECTION CRITERIA &amp; BID EVALUATION CRITERIA. FINANCIAL REJECTION CRITERIA (Clause no.3.0)</b>	The bidder shall have an Annual financial turnover of minimum <b>Rs.11.88 Crores</b> during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.	The bidder shall have an Annual financial turnover of minimum <b>Rs.07.47 Crores</b> during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
<b>PART – 2 BID REJECTION CRITERIA &amp; BID EVALUATION CRITERIA. EVALUATION OF BIDS (QCBS ,A -i)</b>	<b>Quality and Cost based Selection (QCBS) Methodology :</b>  Experience in Planning, Designing, Engineering and supervision for at least one multi storied (G+7 and above) completed Office Building / Institute Project in Govt. / Public Sector Organizations or Banks of reputed National / Multi-national Companies / Listed Corporate Bodies of a Government/PSU/Large Private organization of value not less than Rs.148.39 Crores (excluding cost of land) and including GST in a single contract during the preceding 07 (seven) years reckoned from the original bid due date, which should include Civil, Interior & MEP (Mechanical, Electrical and Plumbing) services and project management and construction supervision services complete in all respect. <b>a) More than two Office / Institute Complex: 20 marks</b> <b>b) Two Office / Institute Complex: 15 marks</b>	<b>Quality and Cost based Selection (QCBS) Methodology :</b>  Experience in Planning, Designing, Engineering and supervision for at least one multi storied (G+7 and above) completed Office Building / Institute Project in Govt. / Public Sector Organizations or Banks of reputed National / Multi-national Companies / Listed Corporate Bodies of a Government/PSU/Large Private organization of value not less than Rs.148.39 Crores (excluding cost of land) and including GST in a single contract during the preceding 07 (seven) years reckoned from the original bid due date, which should include Civil, Interior & MEP (Mechanical, Electrical and Plumbing) services and project management and construction supervision services complete in all respect. <b>“Basement” will also be counted as a story</b> <b>a) More than two Office / Institute Complex: 20 marks</b>

	<p>c) <b>One Office / Institute Complex :10 Marks</b> d) <b>NIL: 0 marks</b></p>	<p>b) <b>Two Office / Institute Complex: 15 marks</b> c) <b>One Office / Institute Complex :10 Marks</b> d) <b>NIL: 0 marks</b></p>
<p><b>PART – 2</b> <b><u>BID REJECTION</u></b> <b><u>CRITERIA &amp; BID</u></b> <b><u>EVALUATION</u></b> <b><u>CRITERIA.</u></b> <b><u>EVALUATION OF</u></b> <b><u>BIDS</u></b> <b>(QCBS ,C ,</b> <b>Financial</b> <b>Strength)</b></p>	<p><b>Quality and Cost based Selection (QCBS) Methodology :</b>  Annual financial turnover during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. <b>Above INR 23.76 Crore : 10 marks</b> <b>Less than INR 23.76 Crore : 05 marks</b></p>	<p><b>Quality and Cost based Selection (QCBS) Methodology:</b>  Annual financial turnover during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. <b>Above INR 14.94 Crore : 10 marks</b> <b>Less than INR 14.94 Crore : 05 marks</b></p>
<p><b>PART – 2</b> <b><u>BID REJECTION</u></b> <b><u>CRITERIA &amp; BID</u></b> <b><u>EVALUATION</u></b> <b><u>CRITERIA</u></b> <b><u>Commercial</u></b> <b><u>evaluation criteria</u></b> <b><u>(Clause no.7.3)</u></b></p>	<p>In case of two or more bids having the same Highest evaluated bid score (S) and same Marks against Quality Criteria, then the L1 bidder shall be decided through draw of lots amongst the concerned parties.</p>	<p>In case of two or more bids having the same Highest evaluated bid score (S) and same Marks against Quality Criteria, then the <b>H1</b> bidder shall be decided through draw of lots amongst the concerned parties.</p>
<p><b>SCC</b> <b>New Clause</b></p>		<p>"Contractor" mentioned in General Condition of Contract is representing "Consultant" only.</p>
<p><b>SCC</b> <b>New Clause</b></p>		<p>Gantt Chart / Project Execution Schedule in MS project or primavera will be prepared by PMC and timely adherence to the same by EPC is the sole responsibility of PMC.</p>
<p><b>SCC</b></p>	<p>7.0 LIQUIDATED DAMAGES/ PRICE REDUCTION SCHEDULE Clause No. 30.0 of the GCC stands deleted and replaced with the following:  In the event of delay in completion of the project (Architectural Services) as per Time Schedule mentioned above and due to reasons attributable to Consultant, other than due to an event of Force Majeure, then the Contract Price against Item No. 10 of the Price Schedule (Proforma B) shall be reduced by 0.5% per week of delay or part thereof subject to a maximum deduction of 7.5% of the Contract Price against Item No. 10.</p>	<p>7.0 LIQUIDATED DAMAGES/ PRICE REDUCTION SCHEDULE Clause No. 30.0 of the GCC stands deleted and replaced with the following:  In the event of delay in completion of the project (Architectural Services) as per Time Schedule mentioned above and due to reasons attributable to Consultant, other than due to an event of Force Majeure, then the Contract Price against Item No. 10 of the Price Schedule (Proforma B) shall be reduced by 0.5% per week of delay or part thereof subject to a maximum</p>

	<p>In addition to above, In the event of delay in commissioning of the project (PMC Services) and due to reasons attributable to the EPCM and other than due to an event of Force Majeure, then the Contract against Item No.20 of the Price Schedule shall be reduced by by 0.5% per 90 days of delay or part thereof sub-ject to a maximum deduction of 7.5% of the Contract Price against Item No. 20.</p> <p>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of de-lay on the part of the CONSULTANT/CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.</p> <p>However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.</p> <p>Price pursuant to this Clause, if any amount is due to Owner from the Contractor, then such amount will either be set-off against any amount due or that becomes due to the Contractor or be recovered by invoking the Contract Performance Bank Guarantee.</p> <p>The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the owner whose decision in this regard will be final.</p> <p>The reduction of Contract Price shall not relieve the Contractor from its obligations to complete the Works and the Facilities, or from any of its other duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use its best endeavour to avoid or reduce further delay to the Works, or the issue of the Completion Certificate</p>	<p>deduction of 7.5% of the Contract Price against Item No. 10.</p> <p>In addition to above, In the event of delay in commissioning of the project (PMC Services) and due to reasons attributable to the EPC and other than due to an event of Force Majeure, then the Contract against Item No.20 of the Price Schedule shall be reduced by by 0.5% per 90 days of delay or part thereof sub-ject to a maximum deduction of 7.5% of the Contract Price against Item No. 20.</p> <p>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of de-lay on the part of the CONSULTANT/CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.</p> <p>However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.</p> <p>Price pursuant to this Clause, if any amount is due to Owner from the Contractor, then such amount will either be set-off against any amount due or that becomes due to the Contractor or be recovered by invoking the Contract Performance Bank Guarantee.</p> <p>The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the owner whose decision in this regard will be final.</p> <p>The reduction of Contract Price shall not relieve the Contractor from its obligations to complete the Works and the Facilities, or from any of its other</p>
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	Application of LD/PRS under this Clause shall be without prejudice to any other right of Owner, including the right of termination and associated clauses there-under in GCC.	duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use its best endeavour to avoid or reduce further delay to the Works, or the issue of the Completion Certificate  Application of LD/PRS under this Clause shall be without prejudice to any other right of Owner, including the right of termination and associated clauses there-under in GCC.
<b>Scope of Work (Point no. 3 : Scope of Work)</b>	Note1: The topographical survey/contouring shall be carried out by OIL and necessary details (site map and contour map) will be provided to the consultant.	The topographical survey/contouring shall be carried out by PMC.
<b>Scope of Work (Point no. 3 : Scope of Work)</b>	Point E: Assisting EPC Contactor in Obtaining all Post Construction necessary building approvals/ completion certificate etc. from local authorities and other statutory bodies as required.	Assisting EPC Contactor in Obtaining all Post Construction necessary building approvals/ completion certificate etc. from local authorities and other statutory bodies as required. <b>All the detailed drawing issued by EPC must be approved and issue GFC drawing within two weeks time by PMC.</b>

All others terms and conditions of the Bid Document remain unchanged.

Sd/-

(B Bharali)

CHIEF MANAGER MATERIALS (PL)  
FOR GENERAL MANAGER - MATERIALS (PL)  
FOR CHIEF GENERAL MANAGER (PLS)

**Annexure PP1  
PART – 4 (Amended)  
SECTION – II  
PAYMENT TERMS**

**A. Mode of Payment:**

<b>Stage</b>	<b>SI. No.</b>	<b>Milestone</b>	<b>% payment</b>	<b>Cumulative percentage payment</b>
<b>Stage-1</b>		<b>Pre – construction stage</b>		
	I.	On Approval of concept plan, Master plan & Detailed architectural design	15	15
	II.	On Submission of Preliminary Estimate, DPR along with Tender document and Drawings. On Checking and approval of Detailed Estimate & DPR	<b>25</b>	<b>40</b>
	III.	On Submission of application for clearances and approvals from statutory bodies and submission of approved drawings, submission of structural drawings duly vetted from IIT/ NIT/ Govt Eng. College, Submission of tender documents of EPC Consultant.	<b>05</b>	<b>45</b>
	IV.	On award of EPC Consultant and Preparation of QA and QC Modules	<b>05</b>	<b>50</b>
<b>Stage-2</b>		<b>Construction stage (on progress basis)</b>		
	I.	On Monthly Basis	<b>40</b>	<b>90</b>
	a)	10% of the 40% amount due in construction stage (on completion of 10% of the Project Work)		
	b)	20% (less the payment in stage (a) )of the 40% amount due in construction stage (on completion of 20% of the Project Work)		
	c)	30% (less the payment in stage (a+b) )of the 40% amount due in construction stage (on completion of 30% of the Project Work)		
	d)	40% (less the payment in stages (a		

		to c) )of the 40% amount due in construction stage (on completion of 40% of the Project Work)		
	e)	50% (less the payment in stages (a to d) )of the 40% amount due in construction stage (on completion of 50% of the Project Work)		
	f)	60% (less the payment in stages (a to e) )of the 40% amount due in construction stage (on completion of 60% of the Project Work)		
	g)	70% (less the payment in stages (a to f) )of the 40% amount due in construction stage (on completion of 70% of the Project Work)		
	h)	80% (less the payment in stages (a to g) )of the 40% amount due in construction stage (on completion of 80% of the Project Work)		
	i)	90% (less the payment in stages (a to h) )of the 40% amount due in construction stage (on completion of 90% of the Project Work)		
	j)	100% (less the payment in stages (a to i) )of the 40% amount due in construction stage (on completion of 100% of the Project Work)		
<b>Stage-3</b>		<b>Post construction stage</b>		
	I.	Assistance to EPC Contractor in Completion of project, issue of Completion Certificate, submission of “As Built Drawings”, finalization of Consultant’s final bill & closing of contract. However, On completion of post construction works. Submission of layout of services including electrical and mechanical	<b>05</b>	<b>95</b>
	II.	After completion of defect liability period	<b>05</b>	<b>100</b>

**Note:-**

- a. No claim/ additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works for Stage-1 and Stage 3.

- b. Consultant shall submit his bill along with full description about service provided, separately for both of the works.
- c. Consultant shall not claim payment against pending services or incomplete stages of work.
- d. All payments paid to Consultant are advance payments in the form of running account bills & it can be adjusted at any stage as well as during finalization of final bill.
- e. In case only a part of the project is continued beyond any stage, no further payment shall be made to the Consultant for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.
- f. The cost of references to be made by the Consultant to his in house professional experts or outside professional experts are included in Consultant's fees and nothing extra will be paid by OIL on this account.
- g. Against each activity including sub activity, the consultant shall submit 6 (six) sets of drawing in the form of hard copy & one softcopy.
- h. No charges what so ever against stationary, conveyance, furniture etc shall be claimed by the Consultant. The prices quoted by the consultant under section-6 are inclusive of all such incidentals.
- i. All the payments due to the consultant shall be made online and no cheques/ draft shall be issued.
- j. The part payment against above stages on part completion of required scope of work under a particular stage can only be released in special cases as per decision of Engineer in- charge by mentioning the reasons for the same.