

CORRIGENDUM-1
CLARIFICATION TO QUERIES FROM BIDDERS

IFB No. CPI4104P17 for Hiring of Services for Project Management Consultancy for creation of a Gas Compressor Station (GCS) at Makum, Assam

S/N	Item	Clause No	Client Article/Condition	Proposed Amendment/Comments	Explanation	OIL REPLIES
1	Scope of Works 4.0 PMC OFFICE & MANPOWER REQUIREMENT	8	OIL may ask the PMC to disengage and re-engage their site personnel based on project requirements, temporary closure of site works for a prolonged period etc. as felt necessary by OIL. PMC shall not be eligible for Mandays payment against the disengaged personnel during that period. Intimation for disengagement shall be given by OIL at least 3 days in advance from the date of disengaging.	Bidder requests to delete the clause	During bidding, it is impossible to estimate unforeseen circumstances where there will be likely disengagement and engagement of deputed staff. As the staff will be engaged on this project alone any nonpayment for the efforts will affect the Bidders revenue.	Not acceptable. Bidder to follow Tender document. No amendment to the clause.
2	Scope of Works 9.0 SPECIAL CLAUSES:	9.3 & 9.4	All PMC personnel will have to undergo Mines Vocational Training (MVT) prior to deployment in the mine. All PMC personnel engaged at site will have to undergo IME/PME	Please confirm OIL will be providing these training at project location.		There is no commitment from OIL on this. OIL shall provide the training depending on the availability of infrastructure for training.
3	Scope of Works 10.0 GUARANTEES	10.1	The PMC shall guarantee that the design and engineering works and services shall be as specified and technical documentation to be developed shall be in accordance with sound and established engineering practices, using International standards and Indian Codes and Regulations, wherever applicable, for the purpose specified, free from defects and	Agreed by Bidder, subjected to obtaining of all statutory approvals being the EPC/Client's responsibility. PMC shall guide in technical aspects for relevant approvals, but shall only be required		Please follow PMC scope of work. It is the responsibility of the PMC to ensure compliance to statutory norms, regulations, practices etc.

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			suitable for respective uses intended.	to use its best endeavours to ensure compliance with local, interstate and other non-governmental standards.		
4	PROFORMA B- SCHEDULE OF PAYMENT 10 Overall Project Management as per Clause 8.1 of SOW/TOR	10	Payment shall be milestone based: 15% payment of the quoted price shall be made on completion of each of the following: i. 30% Project progress ii. 60 % Project progress iii. 90% Project progress iv. Mechanical Completion v. PGTR & Successful Commissioning Remaining 25% shall be released on completion of Project Closeout.	Payment shall be milestone based: 90% payment of the quoted price shall be made on completion of each of the following: i. 30% Project progress ii. 60 % Project progress iii. 90% Project progress iv. Mechanical Completion v. PGTR & Successful Commissioning Remaining 10% shall be released on completion of Project Closeout.	Bidder understands 75% should have been mentioned in place of 15% Bidder requests to amend the clause as proposed to ensure Positive cash flow and effective service.	15% payment of the quoted price shall be made on completion of each of the following: i. 30% Project progress ii. 60 % Project progress iii. 90% Project progress iv. Mechanical Completion v. PGTR & Successful Commissioning 15% X 5 stages = 75% Remaining 25% shall be released on completion of Project Closeout. No amendment to the clause.
5	PROFORMA B- SCHEDULE OF PAYMENT Item 30	30	Payment shall be made every month on 80% of actual . The remaining 20% shall be paid after successful commissioning of the Project.	Payment shall be made every month on 90% of actual . The remaining 10% shall be paid after successful commissioning of the Project.	Bidder requests to amend the clause as proposed to ensure Positive cash flow and effective service.	No amendment to the clause.

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6	General			Please confirm whether client will provide office space for PMC consultant within the client facility		OIL will not provide Office space. Please refer clause 4.0 of the SOW/TOR
7	PMC NIT TERMINATION FOR UNSATISFACTORY PERFORMANCE	12.4	If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,	Please amend the clause to If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 30 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,		No amendment to the clause.

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8	LIQUIDATE D DAMAGES FOR DEFAULT IN TIMELY MOBILISATI ON OF PERSONNEL FOR KICK- OFF MEETING:	17.0	In the event of Contractor's default in timely Mobilisation of their Personnel for Kick-Off Meeting under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor	Please amend the clause to In the event of Contractor's default in timely Mobilisation of their Personnel for Kick-Off Meeting under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to maximum of 5% . The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor		No amendment to the clause.
9	LIQUIDATE D DAMAGES FOR DEFAULT IN	18.0	In the event of the Contractor's default in timely completion of the project under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or	Please amend the clause to the event of the Contractor's default in		No amendment to the clause.

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	TIMELY COMPLETION OF PROJECT		part thereof of delay subject to a maximum of 7.5%. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor	timely completion of the project under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to a maximum of 5% . The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor		
10	LIMITATION OF LIABILITY:	23.b	Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.	Please amend the clause to Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not		No amendment to the clause.

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				exceed 10% of the PMC Contract Price , provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.		
11	Forwarding letter	3. (v)	Bid Closing Date & Time 27.04.2017 at 11:00 Hrs. (IST)	Request you to extended Bid Closing Date minimum by 2 weeks (i.e.. 11/05/2017)		Bid extension is not envisaged at this point of time.
12			2.2 Page 42 Of 89 "Refer to attached LSTK Tender..."		AT various places it has been written that " refer attached LSTK tender document for detailed scope". However, we have not found any separate LSTK tender documents (covering P&IDs, Plot plan, equipment layout, data sheet etc.) in the tender/ bid. Please provide the LSTK tender documents.	LSTK Tender is already provided. Please go through the scope of the same. P&IDs, plot plan, datasheet etc. are in LSTK scope.