

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

CORRIGENDUM-3

IFB No. CDI2834P20

This **Corrigendum No. 3** dated **16.12.2019** to **IFB No. CDI2834P20** for “Hiring of services for providing assistance in Land Acquisition Matters of Oil India Limited (OIL) in the state of Assam & Arunachal Pradesh” is issued to notify the following:

1. Extension of dates - Bid Closing / Bid Opening extended as per following:
 - i. Bid Closing Date & Time: Extended up to 31.12.2019 [1100 Hrs (IST)]
 - ii. Bid Opening Date & Time: Extended up to 31.12.2019 [1400 Hrs (IST)]
2. The amended / newly added tender clause(s) are as under:

SL No.	Clause Reference	Original Clause	Amended/Newly incorporated Clause
BID EVALUATION CRITERIA - BID REJECTION CRITERIA (BEC-BRC)			
1.	Sl. No. 4 (i) of Clause No. 1.10 (c.) under BEC-BRC (Page No. 23 of 87)	Qualification of Key Personnel with minimum Graduation with additional Degree in Law (LLB/LLM).	Qualification of key personnel with minimum Graduation with additional degree in Law (LLB/LLM) or retired Revenue Officials.
PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)			
2.	Clause No. 4.0 (d) of Section-I of PART-III SCC (Page 51 of 87)	The Contractor shall set up an office in & around Duliajan and operate the said office by deploying minimum 2 (two) Nos. of Key Personnel having min. qualification of Graduation in Arts / Science / Commerce / or equivalent for liaising with Company, pattadars / occupiers, Revenue	The Contractor shall set up an office in & around Duliajan and operate the said office by deploying minimum 2 (two) Nos. of Key Personnel having min. qualification of Graduation in Arts / Science / Commerce / or equivalent or retired Revenue Officials of minimum State

		<p>Authorities, etc. Office address of such office as well as name, detailed Bio-data, contact number and 3 (three) passport size photographs each of the Key Personnel shall be submitted to the Company before start of works.</p>	<p>Public Service Commission Cadre of age not more than 65 years as on original bid closing date for liaising with Company, pattadars / occupiers, Revenue Authorities, etc. Office address of such office as well as name, detailed Bio-data, contact number and 3 (three) passport size photographs each of the Key Personnel shall be submitted to the Company before start of works.</p>
3.	<p>Clause No. 4.0 (l) of Section-I of PART-III SCC (Page No. 52 of 87)</p>	<p>Payments shall be made quarterly to the extent possible towards completed activities against the Service Line Items. No payment shall be made against partially completed job.</p>	<p>Payment shall be made quarterly towards completed activities against the Service Line Items. However, efforts shall be made to release payment monthly based on submission of bills by Contractor. No payment shall be made against partially completed job.</p>
4.	<p>New Clause No. 19.0 of Section-II of PART-III SCC</p>		<p>INCENTIVE: In case of completion of any activity (job) against Service Line Item Nos. 50, 60 & 80 within the stipulated timeframe, an incentive @ 2.5 % (Two point five percent) per week (No part thereof) limited to maximum 20% (Twenty percent) of</p>

			contract rate against each job (of Service Line Item 50, 60 & 80 only) shall be paid to the contractor as incentive towards completion of job early against the stipulated timeline. The percentage shall be calculated on the pre-tax (without tax) amount.
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3. Copy of Minutes of the Pre-bid Conference held on 06.11.2019 is enclosed herewith.

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

SR. OFFICER - CONTRACTS(S)

PRE-BID CONFERENCE AGAINST IFB NO. CD/12834P20 FOR "HIRING OF SERVICES FOR PROVIDING ASSISTANCE IN LAND ACQUISITION MATTERS OF OIL INDIA LIMITED (OIL) IN THE STATE OF ASSAM & ARUNACHAL PRADESH."

#	Vendor	Section No.	Clause No. & Page No	Tender Clause Description	Requested Clarification	OIL's Response
1	M/S SECON	PART - I: GENERAL CONDITIONS OF CONTRACT (GCC)	Clause No. 8 Page No. 30 of 87	The duration of the contract shall be for a period of 04 (four) years from the date of issue of 1 st Work Order.	It is understood that there will be multiple job orders for individual items and entire BOQ Quantity of each items will be not given in one work order. 18 to 24 Months are required to complete each job order. Hence request OIL to award the total job within 24 Months from the date of issue of Purchase Order. It is difficult to execute the job if the jobs are awarded in bits and pieces through multiple Orders, as we may have to approach the same revenue department officials / land owners multiple times. Request OIL to consider awarding the total job under each circle in one work Order.	Clarified. No change in the Tender Clause.
2	M/S SECON		Clause 8 Page No. 30 of 87	The mobilization period shall be for a period of 20 (twenty) days from the date of issue of 1 st Work Order	Request OIL to give minimum 30 (Thirty) days of mobilisation period from date of issue of 1 st Work Order.	Clarified. No change in the Tender Clause.
3	M/S SECON		Clause 10 page 31 of 87	Payment will be made, not often than monthly, up to 100% of the value of work done. Final payment will be made only after satisfactory completion of the work	Request OIL to release the Stage wise payment for each activity mentioned in BOQ on monthly basis for completed milestones on prorata basis.	Payment terms mentioned in SCC shall prevail which shall be reviewed and reverted back.
4	M/S SECON		Clause 28 Page No. 36 of 87	In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.	Request OIL to impose liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 5 % of contract value.	LD shall be applicable for delay in mobilisation. With regards to delay in job completion, SCC clause No. 18 shall be applicable.



#	Vendor	Section No.	Clause No. & Page No	Tender Clause Description	Query	OIL's Response
5	M/S SECON	PART -III: SPECIAL CONDITIONS OF CONTRACT (SCC)	Section-II Clause-1 Time schedule/ completion period page 53 of 87	<p>SI No Time Schedule for Completion of Jobs against each location/Project/Pipe track</p> <p>1 18 weeks from issuance of work order</p> <p>2 18 weeks from issuance of work order</p> <p>3 18 weeks from issuance of work order</p> <p>4 18 weeks from issuance of work order</p> <p>5 18 weeks from issuance of work order</p> <p>6 18 weeks from issuance of work order</p> <p>7 12 weeks from issuance of work order</p> <p>8 12 weeks from issuance of work order</p> <p>9 6 weeks from issuance of work order</p> <p>10 6 weeks from issuance of work order</p>	<p>Request OIL to Consider Job Completion period for SI no 1, 2, 3, 4, 5 & 6 as 24 Weeks.</p> <p>SI no 7 & 8 as 18 Weeks.</p> <p>SI no 9 & 10 as 12 Weeks.</p>	<p>Clarified. No change in the Tender Clause.</p>

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6	M/S SECON	PART -III: SPECIAL CONDITIONS OF CONTRACT (SCC)	Clause 18 Penalty page 57 of 87	<p>In case of failure in completing any activity (job) against respective Service Line Item within the stipulated timeframe, a penalty of 2.5% per week or part thereof (two and half percent per week or part thereof) limited to maximum penalty of 35% (Thirty-Five percent) of contract rate against each job shall be imposed. Penalty shall remain same at 35% up to 20 (twenty) weeks of date of completion i.e. there shall be no additional weekly penalty beyond 14 (fourteen) weeks up to 20 (twenty) weeks. For any delay in job completion beyond 20 (twenty) weeks, payment shall be limited to 50% (Fifty percent) of contract rate against each job.</p> <p>These nature of jobs of collection of data are dependent on availability of concerned officers, in principle approval to provide the said ownership documents etc. which is not in the control of the successful Bidder. Similarly, obtaining consent from land owner is subject to land owner agreeing to part with the said land / providing supporting documents and agreeing to the compensation amount being considered as compensation on which the successful Bidder once again does not have any Control. Hence Request OIL to limit the imposition of Penalty / LD to maximum of 0.5% per week with the ceiling limit of 5% of the value of the job under execution for the respective line item only if the event of avoidable short comings in the services being provided by the successful Bidder. Request OIL to award Job in continuity to ensure that the successful Bidder's manpower are not kept idle for want of clearances to go ahead / awaiting the requirements to be fulfilled from OIL.</p>	Clarified No change in the Tender Clause.
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#	Vendor	Section No.	Clause No. & Page No	Tender Clause Description	Query	Oil's Response
1	M/s Solis Ortum	BEC/BRC	Clause No. 1.1	1.1 Technical Criteria: Bidder must have experience of successfully completing at least one SIMILAR Work of value not less than Rs. 70,00,000.00 (Rupees Seventy Lakh) only in previous 07 (seven) years reckoned from the original Bid Closing Date of this tender with PSU / Central Government / State Government Organization / Public Limited Company / *Private Limited Company having turnover of Rs. 500 Crore and above.	Clause 1.10 of BEC/BRC contradicts both Clause 1.1 & 1.21	Clarified in the meeting. No contradiction
2	M/s Solis Ortum			*To establish compliance to the same, the bidder shall have to submit the Audited Balance Sheet or CA certificate of the Private Limited Company for whom they have executed the 'Similar Work'.	To provide the districts and Circles along with locations and numbers of cases in each locations to understand our logistics & administrative and miscellaneous expenses.	Details Already provided in the Tender Documents. To refer SCC 2.0

R. (A. Borach) Manager - Land
 (S. V. Mulcom) Manager - Land
 (A. K. Debra) Sr. Off. - (Colts)
 DGM - Contracts (Tamil Nadu Arund)
 Sr. Off. - (Colts)
 (Goutam Mohi) CFAM/FC
 B. A. MANDANNA For SECON PUTKID
 (R. K. Hunt) GM - Land
 (A. K. Debra) Sr. Off. - (Colts)
 (Goutam Mohi) CFAM/FC