

CORRIGENDUM -II

Dated 07.10.2020.

Name of Work: Rendering Third Party Quality Assurance Services (TPQAS) for Construction of permanent Campus of IISER Tirupati at Jangalapalli Village, Yerpedu Mandal, Chittoor Dist, A.P.

Tender No: IISERT/Engg/TPQAS/01/2020-21

Pre-Bid Meeting Minutes uploaded on 07.10.2020.

S.No	Clause No. / Page No.	Existing	To be Read as
1	Clause 6.9, Pg.11	The contract will be awarded to the successful agency at his/her quoted /negotiated amount.	"The contract will be awarded to the successful agency on the basis the QCBS score as mentioned in the tender and as per their Financial Bid"
2	Clause 12.7.2.1, Pg. 16	List of all works of similar class successfully completed during last the 5 years in Form – B	List of all works of similar class successfully completed during last the 7 years in Form – B
3	Clasue 14, Pg.18	The TPQA Consultancy services shall be rendered till successful commissioning and handing over of the project site by the respective contract agency involved in the works for which TPQA agency is appointed.	The quoted amount by the bidder shall be for the project completion period of 27 months + 3 months beyond thereof. The Lumsum quote shall include all expenditure/ charges for the stipulated period plus 3 months beyond. In the event of construction work is extended beyond 3 months of stipulated period of contract, the consultant will be compensated per month for their establishment at project site as per actuals subject to the amount not exceeding Rs 50,000 per month. The Bidder shall quote the fees accordingly.
4	Clause 17, Pg.18	Termination of Agreement. The Agreement may be terminated at any time by giving a written notice of one month to the	The contract can be terminated by Institute on the following ground 1. On the expiry of the contract period, without any notice.


		<p>agency by IISER Tirupati due to non-satisfactory performance. In the event of the termination of the agreement by IISER Tirupati, the Consultant shall not be entitled to any compensation or damages by reason of such termination but shall be entitled only to the fees for the services actually rendered</p>	<p>OR</p> <p>2. On giving one month's notice by the Institute at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services.</p> <p>OR</p> <p>3. On Contractor being declared insolvent by the competent Court of Law without any notice.</p> <p>OR</p> <p>4. Non-compliance of statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.</p> <p>OR</p> <p>5. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.</p> <p>“Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall continue discharging his duties as before till the expiry of notice period”.</p> <p>In case of termination of contract on the grounds mentioned at Sr. 2 & 4, above OR in case of Contractor decides to conclude the contract before the expiry of twenty seven months from the date of commencement of contract, Contractor shall forfeit the bank guarantee held with the Institute.</p>
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5	Clause 19 Force Majeure	—	Force Majeure clause added as: Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorder, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "force majeure Event"). The affected party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.
6	Clause 6.15 Pg.12	Any dispute arising out of this tender shall be subject to the jurisdiction of courts of Andhra Pradesh state only.	Arbitration: The Agreement shall be governed by and interpreted in accordance with the laws of Indian. All disputes or differences whatsoever arising between the parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be appointed by the Director, IISER Tirupati. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Tirupati and the award made in pursuance thereof shall be binding on the Parties.
7	Critical Date Sheet	Bid Submission End Date & Time	The Last date for Bid Submission is extended to 12.10.2020 till 15:00 Hrs.

	Pg 1	07.10.2020, 15:00PM Bid Opening Date & Time (e-Envelope-I - Eligibility bid) 08.10.2020, 15:00 PM	Opening date of Eligibility Bid (Envelope I) is 13.10.2020 at 15:00 Hrs
8	Clause 9.1.1 EMD Exemption	—	9.1.1 Exemption from payment of EMD shall be applicable only to eligible MSME as per Govt of India prescribed rules. Purchase preference is not applicable for this contract.
9	Clause 3.1 Pg No. 7	Value of Works will be considered excluding all taxes.	Value of works mentioned is TPQA fees only and excluding the taxes as per the clause.
10	Clause 9.4 , Page No. 13	Scanned copy of net banking transaction receipt and Bank Guarantee towards security/ EMD shall be uploaded to the e-tendering website within the Period of bid submission failing which the bid will be declared non responsive.	Scanned copy of online transaction receipt towards EMD and Tender Fees to be uploaded. Failing which the bid will be declared non responsive.
11	Clause 15, Pg.18	The total lump sum fee quoted by TPQA agency shall be paid on pro-rata basis on the value of Running Account bills passed and paid to executing agency.	The total lump sum fee quoted by TPQA agency shall be paid on pro-rata basis on the value of Running Account bills passed and paid to executing agency , after acceptance of bill WHICH IS COMPLETE IN ALL RESPECTS by engineer in charge, the payment will be made within 15 days.

Other Terms and Conditions remain unaltered.


 07/10/2020
 Superintending Engineer
 IISER Tirupati
 अधीक्षक अभियंता / Superintending Engineer
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