

No. 7879
File: SMT-1741

Date. 28/9/21

CORRIGENDUM No. 7

(Modification of Clauses)

Name of the Work : **Construction of 1 No. 500 seated Boys Hostel for final year & PG students, 200 seated Farmers Hostel and Upgradation of 10 Nos. of Ladies Hostel of OUAT, Bhubaneswar on Lump- Sum Turnkey basis.**

Bid Identification No. : 06/TENDER/OBCC/2021-22

E-Procurement Tender ID : 2021_OBCC_70316_1

Sl No	Reference	As per RFP/NIT	As modified
1.	Section 1, Clause 4.2 (i) of ITB	Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;	Information regarding any litigation, arbitration, debarment, termination, notice for recession of contract, abandonment of work, etc. resulting from contracts executed or under execution by the bidder within the last five years of bid submission due date of this tender. The information shall include the name of the employer with contact details, description of work, agreement no., status and matter of dispute and/or issues, contact details of employer
	Section 1, Clause 30 of ITB	Employer's Right to accept any Bid and to reject any or all Bids: Notwithstanding Clause 29, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.	Employer's Right to accept any Bid and to reject any or all Bids: 30.1 Notwithstanding Clause 29, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action. 30.2 The Employer reserves the right to reject any Application and/ or Bid if: (a) at any time, a material misrepresentation is made or uncovered, or (b) The Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid. 30.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the bid conditions have not been met by the Bidder , or the Bidder has made material

			<p>misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFP, the Bidding Documents, the Agreement or under applicable law.</p> <p>30.4 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder</p>
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- SI No.02** : Corresponding to the above modification the change in formats is attached as Annexure -1
- SI No.03** : The Corrigendum shall be the part of the RFP documents
- SI No.04** : All the items specified in this corrigendum supersede relevant items to that effect as provided in the original RFP documents. All other specifications, terms & conditions of the original RFP document shall remain unchanged.
- SI No.05** : The queries raised and given by the bidders, but the clarifications are not made in this corrigendum shall be considered to remain unchanged as per the terms & conditions mentioned in the original RFP documents.
- SI No.06** : Bidder shall read and consider following points, which shall be a part of the RFP documents
- SI No.07** : All other terms and conditions remain unchanged.

Bidders are advised to go through the corrigendum carefully along with the RFP while preparing the response/ proposal.

Yours sincerely


EIC-cum-Managing Director

Annexure -I

SECTION 10: CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID

Sl No.	Criteria	Document to be submitted	Reference Page No.	
14	Information regarding any litigation, arbitration, debarment, termination, notice for recession of contract, abandonment of work, etc. resulting from contracts executed or under execution by the bidder within the last five years of bid submission due date of this tender. The information shall include the name of the employer with contact details, description of work, agreement no, status and matter of dispute and/or issues, contact details of employer	List of litigation, arbitration, debarment, termination, abandonment of work		

SECTION 2: QUALIFICATION INFORMATION

1.11 Information on litigation, arbitration, debarment, termination, notice for recession of contract, abandonment of work history in which the Bidder is involved. [Refer ITB Clause 4.2 (i)]

Employer Name and Contact
issues

Description of Work

Agreement No.

Status & matter of dispute and/or
