

**India Trade Promotion Organisation Architect Consultant  
RFP 2024**

**Corrigendum-1**

Date: 10.05.2024

**Selection of Architect Consultant / Firm for preparation of Detailed Project Report and providing subsequent assistance to ITPO during Construction Period in the remaining portion of Re-Development of Bharat Mandapam Complex, New Delhi**

It is informed that due to administrative reasons, the following changes have been made in the Tender Ref. No. 1 – ITPO (5) /IECC/2024 on 10.05.2024.

Clause No./ Page no.	Existing Provision	Modified Provision
Clause 3.3.1 (RFP) Page no.12	Clause 3.3.1 of the RFP: An Earnest Money Deposit (“EMD”) should be in the form of demand draft or bank transfer issued from any of the scheduled commercial bank and should be valid for a period of 90 days beyond the Bid Validity Period (see Data Sheet), in favour of GM (Works), India Trade Promotion Organisation, New Delhi, payable at New Delhi, for the sum as provided in the Data Sheet shall be required to be submitted by each bidder in accordance with clause 3.5.1.	Clause 3.3.1: An Earnest Money Deposit (“EMD”) should be in the form of demand draft or bank transfer issued from any of the scheduled commercial bank and should be valid for a period of 90 days beyond the Bid Validity Period (see Data Sheet), in favour of GM (Works), India Trade Promotion Organisation, New Delhi, payable at New Delhi, for the sum as provided in the Data Sheet shall be required to be submitted by each bidder in accordance with clause 3.5.1. <b>EMD shall be obtained from all bidders except Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.</b>

Clause No./ Page no.	Existing Provision	Modified Provision
Clause 4.4.1 (RFP) Page no. 23	Clause 4.1.1 of the RFP: In case the bidder is a firm, it shall be registered in India under the Companies Act 2013 with their registered office in India and should be in existence for at least 10 years. The Company must have at least 1 Employee registered under the Council of Architecture (COA) constituted by Government of India under provisions of the Architects Act, 1972 for at least 10 years.	Clause 4.1.1 of the RFP: In case the bidder is a firm, it shall be registered in India under the Companies Act 2013 <b>or Partnership Act 1932</b> with their registered office in India and should be in existence for at least 10 years. The Company must have at least 1 Employee registered under the Council of Architecture (COA) constituted by Government of India under provisions of the Architects Act, 1972 for at least 10 years.
Clause 4.2.1 (RFP) Page no. 23	Clause 4.2.1 of the RFP: The bidder should have experience in providing Architectural & Consultancy services for successfully completed similar works during the last 7 financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24). The bidder should comply with the following:	Clause 4.2.1 of the RFP: The bidder should have experience in providing Architectural & Consultancy services for successfully completed similar works during the <b>last 10 financial years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24)</b> . <b>The bidder should comply with the following:</b>
Clause 3.4.3(i) (Agreement) Page no. 51	Clause 3.4.3(i) of the Agreement: For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.	Clause 3.4.3(i) of the Agreement: For any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in <b>Clause 6.1.1</b> of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher."

Clause No./ Page no.	Existing Provision	Modified Provision
Clause 9 (Agreement) Page no. 60	Added definition of Dispute in Clause 9 of the agreement.	Clause 9 of the Agreement: “Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth below in clause 9.1”.
Clause 1.9.1 (Agreement) Page no. 42	Clause 1.9.1 of the Agreement: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case maybe, maybe taken or executed by the officials specified in Clause 1.10.	Clause 1.9.1 of the Agreement: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case maybe, maybe taken or executed by the officials specified in Clause 1.9.2 and Clause 1.9.3.
Clause 5.2 (Agreement) Page no. 57	Clause 5.2 of the Agreement: The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and(ii) the additional payments, if any, to be made to the Consultants a result thereof pursuant to Clause 6.1.3.	Clause 5.2 of the Agreement: The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and(ii) the additional payments, if any, to be made to the Consultants a result thereof pursuant to <b>Clause 6.1</b>

Clause No./ Page no.	Existing Provision	Modified Provision
Clause 4.2.3 (Agreement) Page no. 55	Clause 4.2.3 of the Agreement: If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.	Clause 4.2.3 of the Agreement: If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in <b>Clause 6.1.1.</b>
Clause 6.3 a) (Agreement) Page no. 58	Clause 6.3 a): The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, and Clauses 4,5,3,5.4,5.5 and 10 of the TOR, and the consultancy fees specified in Clause 6.1.1 of this Agreement, subject to the Consultant fulfilling the following conditions:	Clause 6.3 a): The Consultant shall be paid for its services as per the Payment Schedule at <b>Annexure-4 of this Agreement, and the consultancy fees specified in Clause 6.1.1</b> of this Agreement, subject to the Consultant fulfilling the following conditions:
Clause 3.4.4. (Agreement) Page no. 52	This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3(three) times the Agreement Value	This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit <b>equal to the Agreement Value</b>