



इण्डिया ट्रेड प्रमोशन आर्गनाइजेशन
India Trade Promotion Organisation

भारत सरकार का उद्यम
A Government of India Enterprise

संदर्भ
Reference :

दिनांक
Date : 26-03-2024

फोन
Phone :

CORRIGENDUM

Tender Id: 2024_ITPO_800601_1

NIT no: 167-ITPO(16)/23-24/16

Name of Work: Selection of Service Provider for Technical Assessment of the MEP Services
Executed in Convention Center at Bharat Mandapam, Pragati Maidan, New Delhi

The Following changes made to aforementioned tender due to administrative reasons:

S. No.	Existing Provision	Modified Provision
1.	<p>Page no. 40, Clause 9</p> <p>9.1 TPO shall, at its sole discretion, issue a Letter of Intent to Award(LOIA) to the Selected Bidder after the conclusion of the Bid Process as contemplated in this RFP. The issue by ITPO of a Letter of Intent to Award accepting the Proposal and the acceptance of the Letter of Intent to Award by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfill the conditions as specified in this RFP, the Letter of Intent to Award and Letter of Award, including the execution of the Service Agreement in the prescribed format and within the prescribed time, all to the satisfaction of ITPO. The Letter of Intent to Award will be handed to the Selected Bidder or posted to the Selected Bidder's address as given in the Proposal and such handing or posting shall be deemed good service of such a notice. Non acceptance of the Letter of Intent to Award by the Selected Bidder within the time prescribed therein shall lead to forfeiture of Bid Security of such Selected Bidder and the Selected Bidder will be debarred for such period as deemed fit by ITPO from entering into any kind of association with ITPO. The Bidder shall submit to</p>	<p>ITPO shall, at its sole discretion, issue a Letter of Intent to Award (LOIA) to the Selected Bidder after the conclusion of the Bid Process as contemplated in this RFP. The issue by ITPO of a Letter of Intent to Award accepting the Proposal and the acceptance of the Letter of Intent to Award by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfill the conditions as specified in this RFP, the Letter of Intent to Award and Letter of Award, including the execution of the Service Agreement in the prescribed format and within the prescribed time, all to the satisfaction of ITPO. The Letter of Intent to Award will be handed to the Selected Bidder or posted to the Selected Bidder's address as given in the Proposal and such handing or posting shall be deemed good service of such a notice. Non acceptance of the Letter of Intent to Award by the Selected Bidder within the time prescribed therein shall lead to forfeiture of Bid Security of such Selected Bidder.</p> <p>The Bidder shall submit to ITPO the</p>

पंजीकृत कार्यालय : प्रगति भवन, प्रगति मैदान, नई दिल्ली-110001 टेलीफोन : 23371540, 23371491 फैक्स : 91-11-23371492

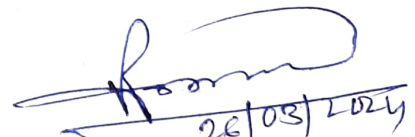
Registered Office : Pragati Bhawan, Pragati Maidan, New Delhi-110001 Tel : 23371540, 23371491 Fax : 91-11-23371492

ई-मेल/E-mail : info@itpo-online.com वेबसाइट/Website : www.inditradeair.com

	ITPO the Performance Security based upon the details specified in the Proposal with in15 (fifteen) days of issue of LOIA. After receipt of the Performance Security, ITPO shall issue the Letter of Award.	Performance Security based upon the details specified in the Proposal with in15 (fifteen) days of issue of LOIA. After receipt of the Performance Security, ITPO shall issue the Letter of Award.
2.	Page no. 84 1. Penal Provisions	DELETED
3.	Page no. 75, Clause 11.17.4 The Service Provider hereby indemnifies and undertakes to always hold harmless and keep indemnified and defend ITPO, its affiliates, associate/ group companies and their respective employees, officers, representatives, agents and its directors at its cost against all actions, demands, claims, losses, damages, penalty, costs, punishments, consequences and other liabilities arising out of or as a consequence of	The Service Provider hereby indemnifies and undertakes to always hold harmless and keep indemnified and defend ITPO for maximum equal to fee value under this Agreement as a consequence of
4.	Page no. 76, Clause no. 11.17.6 (iii) Damage to any third party or person caused by the Service Provider, its officers, representatives, employees, agents, sub-Contractors acting on its behalf;	(iii) Damage to ITPO property by the Service Provider, its officers, representatives, employees, agents, sub-Contractors acting on its behalf by maintaining insurance, valid for the duration of this Agreement, for maximum equal to fee value under this Agreement
5.	Page no. 75 (vii) If ITPO is dragged into any arbitration proceedings, litigation or dispute for any purposes whatsoever between/ amongst the Service Provider and/or it's Contractors, sub-Contractors or any third party, persons or entity.	If ITPO is dragged into any arbitration proceedings, litigation or dispute for any purposes whatsoever between/ amongst the Service Provider and/or it's Contractors, sub-Contractors or any third party, persons or entity of service provider.
6.	Page no. 70, Clause 11.9.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of this Agreement (whether during the performance of the Scope of Services or after their completion), which has not been settled amicably, any party can refer the dispute for	In the event of any disputes or difference relating to the interpretation and application of the provisions of this Agreement (whether during the performance of the Scope of Services or after their completion), which has not been settled amicably, any party can

	<p>Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an arbitral tribunal consisting of a sole arbitrator, appointed by the Parties mutually. The seat and venue of arbitration shall be at New Delhi, India. The arbitration shall be conducted in the English language. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator</p>	<p>refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an arbitral tribunal consisting of 3 arbitrators, one member appointed by each Party and third one appointed by selected members. The seat and venue of arbitration shall be at New Delhi, India. The arbitration shall be conducted in the English language. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.</p>
7.	<p>Page no. 43, Clause 10.3 (i) The Bidder shall not have any special privilege or immunity from any process of the courts or judicial authorities in India, or if they have any such special privilege or immunity, such Bidder shall certify that such privilege or immunity has been waived.</p>	<p>The Bidder shall not have any special privilege or immunity from any process of the courts or judicial authorities in India</p>
8.	<p>Page no. 17, Clause no. 3.2 Point no. 6, Assessment of hidden MEP works viz., inside false ceiling, inside shaft, under floors etc. shall be limited to availability of access for verification.</p>	<p>Assessment of hidden MEP works viz., inside false ceiling, inside shaft, under floors, embedded items, etc. shall be limited to availability of access for verification.</p>
9.	<p>Page no. 25, Clause 5.5 (i) If the Bidder or any of its Affiliates has been barred by any Governmental Authority in India or by any central, state, or local government or government instrumentality in any other jurisdiction to which such Bidder or its Affiliate belongs to or which is such Bidder or its Affiliate conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Bid Close Date.</p>	<p>If the Bidder has been barred by any Governmental Authority in India or by any central, state, or local government or government instrumentality in any other jurisdiction to which such Bidder belongs to or which is such Bidder conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Bid Close Date.</p>
10.	<p>Page no. 73, Clause no. 11.13.12 In the event of any restrictions being imposed by the Security agency, ITPO, Traffic or any other authority having jurisdiction in the area on the working or movement of</p>	<p>In the event of any restrictions being imposed by the Security agency, ITPO, Traffic or any other authority having jurisdiction in the area on the working or movement</p>

	labour/material, the Service Provider shall strictly follow such restrictions and nothing extra shall be payable to the Service Provider on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc	of labour /material, the Service Provider shall follow such restrictions and shall complete the work within the project duration by deploying additional resources.
11.	Page no. 73, Clause no. 11.13.12 No claim whatsoever will be entertained by the department on account of any restriction (s) imposed by the security agencies in execution of work including temporary suspension of work due to VVIP movements.	Deleted
12.	Clause Added	Mobilisation advance 10% Mobilization advance shall be provided @10% of the total fee payable on the demand raised by the service provider. The mobilization advance in two instalments within 7 days and 30 days of the issue of LOA shall be released against the Bank guarantee and shall be recoverable from the bills of service provider. Recovery shall be started after 10% fee is released to service provider and shall be recovered till 80% of fee is released on prorata basis.
13.	Added Scope of Work	BMS System Functionality of MEP and suggestions if any to improve/incorporate in the existing BMS system.


 26/08/2024
 Manager(Electrical)
 ITPO, New Delhi

Copy to:

- 1) ED Project
- 2) GM(W)
- 3) SM(Elect)
- 4) SM(Civil)