

ADDENDUM - I

TENDER NO. :- 3497

NIT NO. :- DSIIDC / EE, CD-15 / 2017-18 / 3

Name of Work :- Request for Qualification ("RFQ") cum Request for Proposal ("RFP") for selection of Transaction Advisor for development of Knowledge Based Industrial Park at Baprola in Delhi.

Following Additional Conditions may be read in the NIT document:

ADDITIONAL CONDITIONS :

- 1) The Consultant hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against DSIIDC in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.
- 2) The Consultant shall indemnify DSIIDC against any such claims and against all cost and expenses paid by DSIIDC in defending against such claims, expenses on this account are to be borne by the Consultant itself.
- 3) It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

COMPENSATION/ PENALTIES

- 4) If the consultant fails to maintain the required progress or to complete the work as per Time Schedule defined, a compensation for delay of work @ 0.50% (Zero decimal five zero percent) of tendered amount per month of delay to be computed on per day basis shall be recovered from his due payment. However the total amount of penalty/ compensation for delay to be paid on this account shall not exceed 3% (Three percent) of tendered & accepted amount. The competent authority for levy of penalty on account of delayed completion shall be Superintending Engineer.

- 5) A penalty of Rs. 5,000/- per default shall be levied in case the Consultant or their head of sub-consultant firm fails or their authorized representative to attend the meeting of DSIIDC/ any committee/ Nodal officer appointed by DSIIDC/ Delhi Govt. and intimation of this when conveyed to them either by written/ telephonic/ through internet/ SMS communication. Reaching late in the meetings more than 15 minutes shall be treated as absent. The competent authority for levy of penalty on default shall be Chief Engineer.

VALIDITY PERIOD OF BANK GUARANTEE OF BID-SECURITY.

- 6) The Bid-Security to be submitted in the form of Bank Guarantee must have a validity period of sixty (60) days more beyond the validity period of Bid. In the instant case the validity period of bid is 180-days, thus validity of bank guarantee should be 240-days from the Proposal Due Date("PDD").

TERMINATION

- 7) That this agreement may be terminated at any time by DSIIDC upon giving one month notice to the Consultant and in the event of such termination, the Consultants shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above than what is due in terms of this agreement on the date of termination and the employer may make full use of all or any of the documents/ information prepared by the Consultants.

ARBITRATION.

- 8) In the event of any dispute between the parties hereto arising out of or in any way touching or concerning this agreement (except those the decision where of is otherwise herein before provided for), disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, DSIIDC, in charge of the work or if there be no Chief Engineer, the Administrative head of the DSIIDC. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person

shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- 9) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.
- 10) It is also a term of this contract that no person, other than a person appointed by such Chief Engineer, DSIIDC or the Administrative head of the DSIIDC, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 11) It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120-days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment or the Final bill is paid to him, the claim of the consultant shall be deemed to have been waived and absolutely barred and the DSIIDC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 12) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 13) It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.
- 14) It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- 15) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of

claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Md. Shafiqul Alam
17/11/17.

Executive Engineer, CD-15(RP)