

## Corrigendum

F. No. F3(33)/2020/HUPW/SA(UP & DUHF)/DDA/16

Date: 12.02.2020

Name of Work: Providing Consultancy for "The Delhi CycleWalk – Master Plan Concept"  
& "The Delhi CycleWalk – Phase - I"

RFP No. : 01/UP&DUHF/DDA/2019-2020

A. This is in reference to Pre Bid meeting held on 06.02.2020, 4.00 pm in the Office of Chief Engineer (South Zone), DDA. The Corrigendum had already been clarified during Pre Bid Meeting and the following changes and corrections have been made in the RFP:

S. No.	Existing Clause in RFP	Corrected/Updated Clause
1.	<p>Page No. 30, Clause No. 2.27 - <b>Resolution of Disputes</b></p> <p>If any dispute arises between the Parties hereto whether during the subsistence/execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/performed by the Consultant under this RFP, or regarding any question, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties shall be decided through the process of Arbitration of the sole Arbitrator to be appointed by the Vice-Chairman, D.D.A. The Arbitrator so appointed by the Vice-Chairman, D.D.A. shall be a technical person having the knowledge and experience of the trade, seat and place of the Arbitrator shall be Delhi/New Delhi and the Courts at Delhi shall alone have the exclusive jurisdiction. It is also a term of this contract that the arbitration clause can be invoked only within 120 days of the date when D.D.A. sends an intimation to the Consultant that final bill is ready for payment and, thereafter, Consultant shall deemed to have waived its right to invoke the arbitration clause and to</p>	<p>Page No. 30, Clause No. 2.27 - <b>Resolution of Disputes</b></p> <p>If any dispute arises between the Parties hereto whether during the subsistence/execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/performed by the Consultant under this RFP, or regarding any question, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties shall be decided through the process of Arbitration of the sole Arbitrator to be appointed by the Vice-Chairman, D.D.A. The Arbitrator so appointed by the Vice-Chairman, D.D.A. shall be a technical person having the knowledge and experience of the trade, seat and place of the Arbitrator shall be Delhi/New Delhi and the Courts at Delhi shall alone have the exclusive jurisdiction. It is also a term of this contract that the arbitration clause can be invoked only within 120 days of the date when D.D.A. sends an intimation to the Consultant that final bill is ready for payment and, thereafter, Consultant shall deemed to have waived its right to invoke the arbitration clause and to</p>

	<p>request for appointment of Arbitrator. It is also an admitted clause of the Agreement that the Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not been raised &amp; submitted by the Consultant before the <b>Commissioner Planning</b> by serving a notice in writing of 30days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be consider as a waiver of this clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.</p>	<p>request for appointment of Arbitrator. It is also an admitted clause of the Agreement that the Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not been raised &amp; submitted by the Consultant before the <b>Engineer in Charge</b> by serving a notice in writing of 30days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be consider as a waiver of this clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.</p>
2.	<p>Page No. 64 , Clause No. 11 - Schedule of Payment ; <b>Indicative Time and Payment Schedule</b></p> <p>In case the project is dropped due to any reason, then the fees payable till that stage only <b>after deducting the full prize money</b> shall be paid and nothing extra will be paid and no claim in this regard shall be entertained.</p>	<p>Page No. 64 , Clause No. 11 - Schedule of Payment ; <b>Indicative Time and Payment Schedule</b></p> <p>In case the project is dropped due to any reason, then the fees payable till that stage only shall be paid and nothing extra will be paid and no claim in this regard shall be entertained.</p>
3.	<p>Page No. 92, Clause No. 8 – <b>Resolution of Disputes</b></p> <p>If any dispute arises between the Parties hereto whether during the subsistence/ execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/performed by the Consultant under this RFP, or regarding any question, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties shall be decided through the process of Arbitration of the sole Arbitrator to be appointed by the Vice-</p>	<p>Page No. 92, Clause No. 8 – <b>Resolution of Disputes</b></p> <p>If any dispute arises between the Parties hereto whether during the subsistence/ execution of the work or after the completion thereof or at any time thereafter, in connection with the work executed/performed by the Consultant under this RFP, or regarding any question, whatsoever, relating to or incidental to any of the clauses of this RFP/Agreement executed between the parties shall be decided through the process of Arbitration of the sole Arbitrator to be appointed by the Vice-</p>

<p>Chairman, D.D.A. The Arbitrator so appointed by the Vice-Chairman, D.D.A. shall be a technical person having the knowledge and experience of the trade, seat and place of the Arbitrator shall be Delhi/New Delhi and the Courts at Delhi shall alone have the exclusive jurisdiction. It is also a term of this contract that the arbitration clause can be invoked only within 120 days of the date when D.D.A. sends an intimation to the Consultant that final bill is ready for payment and, thereafter, Consultant shall deemed to have waived its right to invoke the arbitration clause and to request for appointment of Arbitrator. It is also an admitted clause of the Agreement that the Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not been raised &amp; submitted by the Consultant before the <b>Commissioner Planning</b> by serving a notice in writing of 30days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be consider as a waiver of this clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.</p>	<p>Chairman, D.D.A. The Arbitrator so appointed by the Vice-Chairman, D.D.A. shall be a technical person having the knowledge and experience of the trade, seat and place of the Arbitrator shall be Delhi/New Delhi and the Courts at Delhi shall alone have the exclusive jurisdiction. It is also a term of this contract that the arbitration clause can be invoked only within 120 days of the date when D.D.A. sends an intimation to the Consultant that final bill is ready for payment and, thereafter, Consultant shall deemed to have waived its right to invoke the arbitration clause and to request for appointment of Arbitrator. It is also an admitted clause of the Agreement that the Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not been raised &amp; submitted by the Consultant before the <b>Engineer in Charge</b> by serving a notice in writing of 30days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be consider as a waiver of this clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.</p>
<p>4. Page No. 98, Annex -3 Payment Schedule ; <b>Indicative Time and Payment Schedule</b></p> <p>In case the project is dropped due to any reason, then the fees payable till that stage only <b>after deducting the full prize money</b> shall be paid and nothing extra will be paid and no claim in this regard shall be entertained.</p>	<p>Page No. 98, Annex -3 Payment Schedule ; <b>Indicative Time and Payment Schedule</b></p> <p>In case the project is dropped due to any reason, then the fees payable till that stage only shall be paid and nothing extra will be paid and no claim in this regard shall be entertained.</p>


5.	Page No. 115, Appendix -I Form 2 - Statement of Legal Capacity	Page No. 115, Appendix -I Form 2 - Statement of Legal Capacity - DELETED
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B. This is in reference to Minutes of the Pre Bid Meeting held on 06.02.2020, 4.00 pm in the Office of Chief Engineer (South Zone), DDA issued on 10.02.2020 circulated vide email. As per approval, the changes and corrections are as under:

S. No.	Existing Minutes	Revised Minutes
1.	Page No. 8, S. No. 3 , Reply Column  The design intent, concept and detail solely depends upon the Consultant	Page No. 8, S. No. 3 , Reply Column  The design intent, concept and detail will be as per the RFP.
2.	Page No. 8, S. No. 5 , Reply Column  The capacity of cycle and pedestrian track depends on the sole discretion of concept design of the consultant.	Page No. 8, S. No. 5 , Reply Column  The capacity of cycle and pedestrian track will depend on the traffic study done by Consultant as per the RFP.

Note: The other terms and conditions of the RFP shall remain same. The Corrigendum as well as the minutes of the Pre Bid Meeting will become an integral part of the RFP.

This issues with the approval of the Competent Authority.

  
 Dy. Director (Architecture) 12/02/2020


Copy to:

1. PS to Vice Chairman, DDA for kind information of the latter
2. PS to Engineer Member, DDA for kind information of the latter
3. PS to Finance Member, DDA for kind information of the latter
4. PS to PC (Horticulture), DDA for kind information of the latter
5. OSD to Vice Chairman, DDA for kind information
6. Chief Accounts Officer, DDA for kind information
7. Chief Architect, DDA for kind information
8. Commissioner Planning, DDA for kind information
9. Chief Engineer (South Zone), DDA for kind information
10. Additional Commissioner Landscape, DDA for kind information
11. Dy. CAO (South Zone), DDA for kind information
12. Director, Landscape, DDA for kind information
13. Director, UTTIPEC, DDA for kind information

14. Superintending Engineer (CC-18), DDA for kind information
15. F.O. to Chief Engineer (South Zone), DDA for kind information
16. A.O. / C.A.U.(SZ) & A.O.(Works)-I, DDA for kind information
17. Director (Systems), DDA for kind information
18. Executive Engineers, (SWD-I) for information
19. Website Maintenance Agency ([ddatender@dda.org.in](mailto:ddatender@dda.org.in)) for information

**ARCHITECTS/ARCHITECTURAL FIRMS EMPANELLED with HUPW, DDA under the category of Project Cost Rs. 300 Crores and above -**

20. Pradeep Sachdeva Design Associates for information
21. Arch. En. Design for information
22. Design Forum International for information
23. Garg & Associates for information
24. Muralage for information
25. Morphogenesis for information
26. Studio for Habitat Future (P) Ltd. for information
27. Architect Workshop for information
28. Datta & Datta Associates for information
29. Grid Architecture Interiors (Pvt.) Ltd. for information
30. Raj Rewal Associates for information
31. En Arch Consultants (P) Ltd. for information
32. Creative Circle for information
33. Sumit Maity Architects for information
34. Space Ace for information
35. Arcop Associates Pvt. Ltd. for information
36. SABS Arch. & Engg for information
37. C.P. Kukreja Architects for information
38. Gian P. Mathur & Associates (P) Ltd. for information
39. G.D. Sambhare & Co. for information
40. CEM Engineers for information

  
Dy. Director (Architecture) 17/01/2020