

ADDENDUM No1

(RFP for Empanelment of Law Firm for Legal Consultancy on Maritime Law and Allied Matters)

1. Schedule for receipt of the application shall be read as follows :

1. Receipt of offers on or before 3.00 PM (1500 Hrs) on **20/06/2015**
2. Opening of offers at 3.30 PM (1530 Hrs) on **20/06/2015**

2. Clause 1: Definitions

Definition of "Consultant" at clause 1 (b) shall be read as:

"Consultant" means any Law firm who submit their proposal for legal services that they may provide to the Employer under the contract.

New Clause 1(n) for Definition of "Law Firm" has been added and shall be read as:

"**Law Firm**" means shall mean the Firm/ Entity being the Partnership, LLP or Proprietorship Firms excluding individual Advocate/s.

3. Clause 12 : Earnest Money Deposit (EMD) and Performance Guarantee

Clause 12 has been deleted. Clause 12 has been redefined and shall be read as :

12. Termination

12.1 Termination for Default/Penalty

12.1.1 The employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Empanelled Member, terminate the Contract in whole/debar further engagement:

12.1.1.1 If the Empanelled Member fails to provide the services as required by the employer for two consecutive Assignment/Job, then the firm will be liable to be black listed.

12.2 Termination for Insolvency

12.2.1 The employer may at any time terminate the Contract by giving written notice to the Empanelled Member, without compensation to the Member, if the Member becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the employer.

4. Clause 13 : General Terms and Conditions – sub clause (xi) shall be read as follows:

(xi) During the empanelment period, if the performance of consultant is not satisfactory, his name will be struck off from the panel list.
