

## **ADDENDUM No1**

### **(RFP for Empanelment of Law Firm for Legal Consultancy for Documentation and Concession Agreements for PPP Projects)**

#### **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.

### **5. Clause 9 : Evaluation of Proposal**

Under clause 9(v), S.No 1.2 shall be read as Work undertaken/Engagement/Empanelment with Port for eligible assignment.

### **6. Clause 10 : Payment Terms – the sub-clause 10.2 under clause 10 shall be read as follows:**

10.2 All payments under this Agreement shall be made to the account of the Law Firm as may be notified to the Employer by the Law Firm.

### **7. Schedule – I of Section 2 : Terms of Reference for Engagement of Law Firm**

Under Schedule – I, the para 7 shall be read as follows:

8. The firm shall be deemed to have given an undertaking to the Employer declaring that it shall have no conflict of interests in advising on each assignment. Three months after completing an assignment, the firm shall be free to advise any client on matters unrelated to the assignment concerning which the documents are reviewed by it for the Employer.

Under Schedule – I, the following three para's have been added and shall be read as follows:

10. The firm would initiate, defend, follow up or compromise as per instruction of the Employer, suites or proceeding in courts, arbitration or conciliation tribunals,

which will include all incidental operation like settling of drafts, filing of papers, dates of hearing cases, supplying of copies of judgments, etc.

**11.** The firm shall keep the concerned Head of Organization / Head of Legal Division informed of the important developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates of hearing cases, supplying of copies of judgments, etc.

**12.** The firm shall perform such other duties of the legal nature, which may be assigned by IPA/Ministry of Shipping/Major Ports from time to time.

**9. FORM FP-2 : Schedule of Fees – Note iv & v shall be read as follows:**

Note i to iii – no change

- iv. In case the firm finds it necessary to engage outside lawyers for obtain opinion on any matter or for appearance in courts, arbitration/conciliation proceedings etc, it shall send its proposal for prior approval before making an engagement. The cost of such engagements shall be separately borne by the employer.
- v. Taxes like VAT, Service Tax, as applicable, shall be paid by the employer in addition to the above schedule.

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