

**INTERNATIONAL COMPETITIVE BID [ICB] FOR BUILDING, TESTING, COMMISSIONING AND OPERATION OF
MARINE RESEARCH, CONSERVATION & INFORMATION CENTRE CUM MARINE OCEANRIUAM AT
SOMNATH**

BID No: SPMU/ ICZMP/ICB/02/2017-18

Addendum No. 1

The following amendments are made to the bid document. The amendments will form an integral part of the bid document and the subsequent contract to be awarded to the successful bidder.

Sr. No.	ITB Clause.	Original Provision as per Bid Document	Amended Provision
1.	SCC - Para 11	The “Time for Completion” for the Design Build Services shall be 24 months from the Effective Date of contract.	The “Time for Completion” for the Design Build Services shall be 27 months from the Effective Date of contract.
2.	BDS provision under ITB 4.1(2)(a), 4.2(1), 4.2(3), 4.4(3)(b)	Deadline for Bid Submission 11 th October-2017 at 12.00 hrs	Deadline for Bid Submission 6th November, 2017 at 12.00 hrs
3.	BDS provision under ITB 4.1(2)(b), 4.2(1), 5.1(1)(b)	Date and time of opening of Bid: 11th October 2017 Time: 12:30 Hrs.	Date and time of opening of Bid: 6 th November, 2017 Time: 12:30 Hrs.
4.	BDS provision under ITB 3.4 [1]	Amount of Bid Security: INR 30.0 Million or USD 0.45 Million	Amount of Bid Security: INR 10.4 million or USD 0.16 Million.
5.	ITB 3.5.4 (a)	The Bidder shall demonstrate that it possesses a net worth of minimum INR 1250 million or US\$ 19.5 million in each of the last three financial years preceding the date of submission of bid.	The Bidder shall demonstrate that it had positive net worth in each of the last three financial years preceding the date of submission of bid.

6.	ITB 3.5.4 (b)	The Bidder shall demonstrate through a banker's certificate (on the format specified in Annexure A – Part n) that it has cash credit facility of minimum INR 1250 million or US \$ 19.5 million as on the date of submission of bid.	The Bidder shall demonstrate through a banker's certificate (on the format specified in Annexure A – Part n) that it has cash credit facility of minimum INR 800 million or US \$ 12.5 million.
7.	Contract Clause [termination] No. 11.2.3 [3] [C]	[C] deliver to the Owner the parts of the new facility executed by the operator up to the date of termination	[c] deliver to the owner the parts of the new facility executed by the operator up to the date of termination. Further, owner shall forfeit the Bank guarantees and performance security. In addition to this, operator shall pay the penalty of 10% of total project cost on operator's default within 90 days from the date of termination.
8.	Contract Clause [termination] No. 11.2.3 (4)	The Owner may enter the Facility and upon the Site, expel the Operator, and, if the Facility is not completed, the Owner may complete the Facility itself or by employing any Third Party. The Owner may, to the exclusion of any right of the Operator over the same, take over and use with the payment of a fair rental rate to the Operator, with all the maintenance costs to the account of the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner's use of such equipment, any Operator's Equipment (Design-Build) and Operator's Equipment (Operations) owned by the Operator and on the Site in connection with the New Facility for such reasonable period as the Owner considers expedient for the completion of the New Facility. Upon completion of the New Facility or at such earlier date as the Owner thinks appropriate, the Owner shall give notice to the Operator that such Operator's Equipment (Design-Build) and, except if the Owner asserts its rights pursuant to GC Section 9.3.1(5), Operator's Equipment (Operations) will be returned to the Operator at or near the Site and shall return such Operator's	The Owner may enter the Facility and upon the Site, expel the Operator, and, if the Facility is not completed, the Owner may complete the Facility itself or by employing any Third Party. This will be followed by the claims being referred by both Parties to Arbitration in accordance with SCC Para 9.

		Equipment (Design-Build) and Operator's Equipment (Operations) to the Operator in accordance with such notice. The Operator shall thereafter without delay and at its cost remove or arrange removal of the same from the Site	
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