

Gujarat state Project Management Unit (SPMU) – ICZM Project

Gujarat Ecology Commission, Gandhinagar

**Pre-bid Meeting Minutes /Reply**

**INTERNATIONAL COMPETITIVE BID (ICB) FOR DESIGN BUILD FINNCE OPERATE & TRANSFER OF THE MARINE RESEARCH, CONSERVATION & INFORMATION CENTRE CUM OCEANARIUM AT SOMNATH**

**BID No; SPMU/ICZMP/ICB/02/2017-18**

State Project Management Unit has invited International Competitive Bidding [ICB] for Design, build, testing and commissioning of Marine Research Conservation and Information Centre cum Marine Oceanarium at Somnath.

1. A pre-bid meeting was held on 20/03/2018 & 3<sup>rd</sup> May-2017. One prospective bidder M/s BGR Energy, Chennai was participated in the pre-bid meeting.
2. M/s BGR Energy, Chennai prospective bidders had sent their written queries on technical and financial criteria as well as design-build and other bidding clause through Email as well as the same discussed in afore stated meetings
3. Considering the standard bidding practices and World Bank procurement guideline SPMU has prepared its response which is mentioned in below table.

Sl. No	Existing Clause	Original Provision as per Bid Document	Changes proposed/requested by Bidder	Authority [SPMU] Response
1	IFB	<p>The standard clauses of World bank related to procurement guidelines , procurement Notice etc have been removed/modified as follows:</p> <p>The Invitation for Bid follows the General Procurement Notice for this project that appeared in Development Business Issue No. 774 of April 30, 2011.</p> <p>The Government of India has received a credit of US\$ 222 million from the</p>	<p>The Government of India has received a credit of US\$ 222 million from the International Development Association towards the cost of Integrated Coastal Zone Management Project (ICZMP) and intends to apply a part of the proceeds as Grant towards Development of the MRCI CUM OCEANARIUM and Allied Facilities as detailed herein.</p>	<p>No Change. Clauses in the Bid Documents shall prevail</p>

		<p>International Development Association towards the cost of Integrated Coastal Zone Management Project (ICZMP) and intends to apply a part of the proceeds towards payments under the contract for work detailed below.</p> <p>Bidding will be conducted through the International Competitive Bidding Procedure as specified in the World Bank's Guidelines: Procurement of Goods, Works and Non- Consulting Services under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, January 2011, Revised July 1, 2014 ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.</p>		
2	All relevant clauses in bidding document	<p>Following words are in existing documents</p> <p>Works</p> <p>Bank</p>	<p>Wherever works are mentioned it has been changed to Project</p> <p>Wherever Bank is mentioned they have changed to World Bank</p>	Please refer Sl No.1 of corrigendum no.7 for changes

3	Bid Title	Bid title DESIGN, - BUILDFINANCEOPERATE & TRANSFER OF THE MARINE RESEARCH, CONSERVATION & INFORMATION CENTRE CUM OCEANARIUM	Bidder Requested to change Bid title as per following  DESIGN, BUILD, FINANCE, OWN, OPERATE, MAINTAIN & TRANSFER THE MARINE RESEARCH, CONSERVATION & INFORMATION CENTRE CUM OCEANARIUM AND ALLIED FACILITIES	Refer Sl No.2 of Corrigendum no.7
4	IFB Clause 5 (c) & (d)	(c) 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.  (d) The Bidder shall furnish certificate from the bank that it has cash credit facility of minimum INR 800 million or US \$ 12.5 million as on the date of submission of bid.	Bidder requested to make following changes (c) The bidder shall demonstrate through its audited financial statements its "Net Worth" which should not be less than 750 million or USD 16.5 million as on 31/03/2018  (d) Deleted	Refer Sl No.3 of Corrigendum no.7
5	Bidding document all relevant clauses	Following words are in existing documents  Owner  Operator	Following changes in words proposed  Owner – Authority Operator – Project Proponent ( after bid awarded only – up to bidding stage it shall be treated as Bidder)  Design Build Phase/Period - Development Period Operational Acceptance Certificate - Development Completion Certificate	Refer Sl No.4 of Corrigendum no. 7
6	1.1 (a) and 1.1 (b)	(a) The Borrower named in the Bid Data Sheet has received credit (as identified in the Bid Data Sheet	(a) The Authority named in the Bid Data Sheet has received credit (as identified in the Bid Data Sheet and hereafter called "loan") from the International Development Association (IDA) (hereafter interchangeably called "the World Bank") of the U.S.	No Change. Clauses in the Bid Documents shall prevail

	<p>and hereafter called “loan”) from the International Development Association (IDA) (hereafter interchangeably called “the Bank”) of the U.S. dollar amount indicated in the <b>Bid Data Sheet (BDS)</b>. The loan will be used in various currencies towards the cost of the Project named in the <b>Bid Data Sheet</b>. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract named in the <b>Bid Data Sheet</b> for which these Bidding Documents are issued. Bidders shall note that the Borrower and the Owner named in the Bid Data Sheet may, in many projects, be the same entity.</p> <p>(b) Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, in accordance with the terms and conditions of the loan agreement, and will be subject in all respects to the terms and conditions of that agreement.</p>	<p>dollar amount indicated in the <b>Bid Data Sheet (BDS)</b>. The loan will be used for providing Grant for the Project by the Authority in various currencies towards meeting cost of Development of Project Facilities named in the <b>Bid Data Sheet</b>. The Authority intends to give a portion of the proceeds of this loan as Grant Successful Bidder.</p>	
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		<p>The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of Plant and Equipment, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claim to the loan proceeds.</p>		
7	1.1 (c)	<p>Scope of work: The bidder's scope of work is to design, Build, Finance, Operate and Transfer Marine Research, Conservation &amp; Information Centre Cum Oceanarium (referred to as "MRCI CUM OCEANARIUM") at Somnath in the state of Gujarat in India and operate and maintain the plant for a post commissioning O &amp; M period of 25 years. The details of the scope of work are specified in Design-Build Services Appendix <b>(Appendix 2 A)</b>.</p>	<p>Bidder requested to delete Entire Appendix 2A clause and requested to introduce concept of Minimum Development Plan Along with following changes in scope of work</p> <p>Scope of Project: The bidder's scope under the Project ("Scope of the Project") is to Design, Build, Finance, Own, Operate, Maintain &amp; Transfer the Marine Research, Conservation &amp; Information Centre cum Oceanarium and allied Facilities (referred to as "MRCI CUM OCEANARIUM") at Somnath in the state of Gujarat in India either by itself or through its contractors and / or consultants, in accordance with the Minimum Development Plan, Final Concept &amp; Design, Applicable Laws and Applicable Permits.</p>	Refer Sl. No.5 of Corrigendum no.7
8	1.1	The Owner named in the BDS will	The Authority named in the BDS will make available the	Refer Sl. No.6 in

		make available the land required for the Marine Research, Conservation & Information Centre Cum - Oceanarium and ancillary works as per the selected bidder's design requirements, subject to the site available as specified in the BDS	uninterrupted and unobstructed possession of land required for the Marine Research, Conservation & Information Centre cum Oceanarium and allied Facilities, free from all encumbrances & charges, as per the selected bidder's Final Concept & Design , subject to the site available as specified in the BDS. The Successful Bidder and the Authority shall enter into a Site Lease Deed for the Site as per format specified in Appendix 7. The Authority shall facilitate the Successful Bidder to obtain such approvals, permits, sanctions, licenses, consents, etc., from any Government Instrumentality under Applicable Laws, as is within its power and authority to enable the Successful Bidder to perform its obligations under this Contract.	corrigendum no.7
9	1.2.3	<p>(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Owner regarding this bidding process; or</p> <p>(e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one</p>	<p>Bidder requested following changes.</p> <p>(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Authority regarding this bidding process; or</p> <p>(e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same contractor / sub-contractor in more than one bid; or</p> <p>(f) any of its affiliates has been hired (or is proposed to be hired) by the Authority as Project Monitoring Engineer for the Contract implementation; or</p>	No Change. Clauses in the Bid Documents shall prevail

		<p>bid; or</p> <p>(f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or</p> <p>(g) any of its affiliates has been hired (or is proposed to be hired) by the Owner or Borrower as Engineer for the Contract implementation; or</p> <p>(h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the Project specified in the BDS ITB 1.1 (a) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>(i) has a close business or family</p>		
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		<p>relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who:</p> <p>(i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or</p> <p>(ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.</p>		
10	1.3	<p><b>Eligible Material, Equipment, and Services</b></p> <p>The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any</p>	Clause to be Deleted	No Change. Clauses in the Bid Documents shall prevail

		country subject to the restrictions specified in <b>Annexure A Part h</b> , and all expenditures under the Contract will not contravene such restrictions. At the Owner's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.		
11	1.4	<p><b>Inspection and Audit</b></p> <p>The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.8. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents</p>	<p><b>Inspection and Audit</b></p> <p>The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.8. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), contractors, consultants, service providers, or suppliers and any personnel thereof, to permit the World Bank to inspect Contract Documents relating to any prequalification process, bid submission, and Development Period (in the case of award), and to have them audited by auditors appointed by the World Bank.</p> <p>The World Bank may if required, exercise its rights under the Project not later than the Operations Starting Date.</p>	No Change. Clauses in the Bid Documents shall prevail
12	2.1 (1)	The nature of the services , the site and the plant that are to be designed,	The nature of theSite and Minimum Development Plan for the MRCI CUM OCEANARIUM and allied Facilities that are to be	Refer Sl No 8 of corrigendum no.7

		built, operated, and maintained by the bidder, the procedures that are to be followed during the bidding process and the contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents consist of	Designed, Built, Financed, Owned, Operated, Maintained & Transferred by the Successful Bidder, the procedures that are to be followed during the bidding process and the contract terms are prescribed in the Bidding Documents. The Bidding Documents consist of	
13	2.1(c) (vi)	Format of Curriculum Vitae for Proposed Key Staff;	Have requested to delete CV, bidder concern is that at this stage of the bid confirming CVs would be difficult.	Refer Sl No 9 of corrigendum no.7
14	2.1 (1) (d)	B. Technical Specifications, comprising (i) Design-Build Services Appendix – Appendix 2A, (ii) Operations Service Appendix – Appendix 2B, & (iii) Technical Standards – Appendix 2C; and Applicable Regulatory Laws Appendix – Appendix 2D Appendix 3: Location Map and Site Details	Bidder requested to delete Entire Appendix 2A, 2B, 2C and introduce concept of Minimum Development Plan. Applicable Laws -Appendix 2D Location Map and Site Details – Appendix 3 Applicable Permits - Appendix 5 Minimum Development Plan – Appendix 6 Format of Site Lease Deed – Appendix 7 Project Implementation Schedule – Appendix 8	Refer Sl No. 10 of corrigendum no. 7
15	3.3 (b)	(b) A detailed design-build-finance-operate-transfer work plan including a detailed program timetable (the “Design-Build Work plan”) setting out the manner in which the Bidder proposes to carry out the design-build services as defined in the Draft Contract (the “Design-Build Services”) and meet the design-build technical standards in accordance with the Technical Standards Appendix to	(a) An Initial Concept Plan (“Initial Concept Plan”) which will accommodate all the components of Minimum Development Plan specified in Appendix 6 including a tentative program timetable setting out the manner in which the Bidder proposes to Develop the MRCI cum Oceanarium and allied Facilities specified The Initial Concept Plan shall be divided into the following sections:  (i) A section entitled “Tentative <b>Design Philosophy &amp;</b>	Refer Sl No. 11 of corrigendum no. 7

	<p>the General Conditions. The Design-Build Work plan shall be divided into the following sections:</p> <p>(i) A section entitled “Design Philosophy &amp; Project Concepts”, which shall contain conceptual drawings, area statements and descriptive details sufficiently detailed to communicate the Bidder’s design intent for all aspects of the proposed MRCI CUM OCEANARIUM and the allied facilities comprising in accordance to the scope of work, guidelines and considerations mentioned in Appendix 2 A, B, C, and D.</p> <p>(ii) The conceptual drawings, area statements and details that shall include the following:</p> <p>A. a site plan showing the location of the MRCI CUM OCEANARIUM premises, facilities, vehicular and non-vehicular circulation, outdoor facilities, landscaping and limits to the bidder’s construction activities; along with the land required for the total planned area for the MRCI CUM OCEANARIUM;</p> <p>B. Layout plan, floor plans and area</p>	<p><b>Project Concepts</b>”, which shall contain tentative conceptual drawings, area statements and descriptive details sufficiently detailed to communicate the Bidder’s design intent for all aspects of the proposed MRCI CUM OCEANARIUM and allied Facilities including the Minimum Development Plan..</p> <p>(ii) The tentative conceptual drawings, area statements and details that shall include the following:</p> <p>A. a tentative site plan showing the location of the MRCI CUM OCEANARIUM premises, allied facilities, vehicular and non-vehicular circulation, outdoor facilities, landscaping and limits to the bidder’s development activities; along with the land required for the total planned area for the MRCI CUM OCEANARIUM and allied Facilities;</p> <p>B. Tentative layout plan, floor plans and area statement of exhibit areas as needed indicating each of the individual facilities listed in Initial Concept Plan including proposed area/volume of each facility. It shall be noted that in situation where there is discrepancy between drawing and area statement, the area statement shall be considered as final proposal by the bidder.</p> <p>C. Tentative drawings and statement of volume for each of the water area (enclosed or open indicating the types of enclosure).</p>	
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	<p>statement of exhibit areas as needed indicating the each of the individual facilities listed in Paragraph 2.2.2 of DBS Appendix (Appendix 2A of Contract) and satisfying Paragraphs 2.2.1, 2.2.3, 2.2.4 and 2.2.5 of the same Appendix including proposed area/volume of each facility. It shall be noted that in situation where there is discrepancy between drawing and area statement, the area statement shall be considered as final proposal by the bidder.</p> <p>C. Drawings and statement of volume for each of the water area (enclosed or open indicating the types of enclosure)</p> <p>D. Conceptual systems for sea-water abstraction, water supply, waste water treatment, disposal and solid waste management such to promote the facility as a zero-discharge facility with no waste to be disposed into the sea without adequate treatment</p> <p>E.The bidder’s proposed approach and methodology for the construction of the facility;</p> <p>F.a detailed narrative in support of the conceptual drawings setting out the</p>	<p>D. Conceptual systems description for sea-water abstraction, water supply, waste water treatment, disposal and solid waste management such to promote the Project Facilities with no waste to be disposed into the sea without adequate treatment.</p> <p>E. The bidder’s proposed approach and methodology for Developing the Project Facilities;</p> <p>F. a detailed narrative in support of the conceptual drawings setting out the Bidder’s plan for accommodating the components in Minimum Development Plan ;</p> <p>G. tentative schedule setting out the proposed sequence of activities to be undertaken, including estimated start date, finish date and time allocations for individual activities on Development , proposed resources to be allocated and the identification of all major milestones,</p> <p>(c) A section entitled “Tentative Project Marketing and Business Model” which shall include the following:</p> <p>(i) A vision of the MRCI CUM OCEANARIUM describing the long, medium and short term vision for the Project.</p> <p>(ii) A description of the salient features of the MRCI CUM OCEANARIUM to attract tourists,</p>	
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	<p>Bidder’s plan for compliance with the Design-Build Services Appendix and the technical standards set out in the Technical Standards Appendix, to include construction quality assurance and control;</p> <p>G. a detailed schedule setting out the proposed sequence of works to be undertaken, including estimated start date, finish date and time allocations for individual units of the works, proposed resources to be allocated and the identification of all major milestones, including the submission of schematic design documents, design development documents, the Design-Build Documents and the commissioning of MRCI CUM OCEANARIUM; and</p> <p>H. an itemized list of the principal codes of practice and standards proposed to be used for the Design-Build Services; and</p> <p>For all items listed in ITB Section 3.3(b) (iii), the Bidders shall provide either catalogues or detailed information with respect to manufacturer and source, model designation, primary specifications, and year of manufacture, as</p>	<p>researchers and scholars.</p> <p>(iii) A tentative Projected Business Plan consisting of but not limited to:</p> <ul style="list-style-type: none"> <li>• Business Overview &amp; Potential</li> <li>• Potential Partnerships, Alliances, Business tie-ups etc.</li> <li>• Target Market Strategy</li> <li>• Organisation structure and staffing</li> <li>• Confirmation that requirements of the Authority for uninterrupted access of its officialsto Site and Project Facilities as specified in the BDS is fulfilled.</li> </ul> <p>(d) A section entitled “Tentative Implementation Plan” which shall include the following:</p> <p>A detailed overall program and schedule setting out the proposed sequence of activities to be undertaken, including estimated start date, finish date subject to conditions, if any, stipulated in the <b>BDS</b>, and time allocations for individual activities in Development, proposed resources to be allocated and the identification</p>	
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	<p>applicable;</p> <p>(c) A section entitled “Project Marketing and Business Model” which shall include the following:</p> <p>(i) A vision of the MRCI CUM OCEANARIUM describing the long, medium and short term vision for the facility.</p> <p>(ii) A description of the salient features of the MRCI CUM OCEANARIUM to attract tourists, researchers and scholars.</p> <p>(iii) A detailed projected business plan consisting of but not limited to:</p> <ul style="list-style-type: none"> <li>• Business Overview &amp; Potential</li> <li>• Potential Partnerships, Alliances, Business tie-ups etc.</li> <li>• Target Market Strategy</li> <li>• Organisation structure and staffing</li> <li>• Confirmation that all requirements of the Owner (such as for free access of officials, researchers or students as specified in the BDS) is fulfilled.</li> </ul>	<p>of all major milestones, for the commissioning of individual components of the MRCI CUM OCEANARIUM and allied facilities</p> <p>(e) A Tentative Operations &amp; Maintenance Plan (the “Operations &amp; Maintenance Plan”) setting out the manner in which the Bidder proposes to carry out the Operations &amp; Maintenance of the MRCI CUM OCEANARIUM and allied Facilities as set out in the Contract Documents (the “Operations”) The Operations &amp; Maintenance Plan shall be divided into the following sections:</p> <ul style="list-style-type: none"> <li>(i) a section entitled “<u>Operations Start-up</u>” which provides an outline contents and overview of the Bidder’s proposed plans and programs for operational start-up of the MRCI CUM OCEANARIUM and allied Facilities; and</li> <li>(ii) a section entitled “Operation &amp; Maintenance Plan” which provides an outline contents and overview of the Bidder’s proposed plans and programs for Operations &amp; Maintenance of the MRCI CUM OCEANARIUM and allied Facilities;</li> </ul> <p>(f) A tentative description of the Bidder’s plans and methodologies to ensure that the requirements of the applicable Environmental Management Plan for the</p>	
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	<p>(d) Bidder should indicate how various stakeholders i.e. Owner, Tours and Travel Industry and Hospitality Industry would be involved in developing the MRCI CUM OCEANARIUM and allied facilities and its operations.</p> <p>(e) A section entitled “Implementation Plan” which shall include the following:</p> <p>(i) A detailed overall program and schedule setting out the proposed sequence of works to be undertaken, including estimated start date, finish date subject to conditions, if any, stipulated in the BDS, and time allocations for individual elements of the works, proposed resources to be allocated and the identification of all major milestones, for the commissioning of individual work components of the MRCI CUM OCEANARIUM</p> <p>(f) A detailed work plan (the “Operations Work plan”) setting out the manner in which the Bidder proposes to carry out the operation of the MRCI CUM OCEANARIUM as set out in the Draft Contract (the “Operations Services”) and meet the</p>	<p>proposed MRCI CUM OCEANARIUM and allied Facilities at Site will be implemented and monitored; in addition, the Bidder shall submit Code of Conduct, as described in BDS, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the Contract. A detailed note, outlining its proposed methodology and program of Development including implementation of the Environmental Management Plan and Safety Assurance under this Contract, shall be provided.</p> <p>(g) A Tentative Staffing Plan (the “Staffing Plan”) setting out the Bidder’s proposed staffing arrangements for carrying out the Development and Operations. The Staffing Plan shall be divided into the following sections:</p> <p>(i) two sub-sections, (one for the Development and other for the Operations) each entitled the “Staffing Chart” and each consisting of a chart setting out a tentative list of all Project Proponent’s Personnel positions, the role of each position, the duration of existence of the position, and the choice of location of the staff person filling the position during the periods of assignment to carry out the Development and Operations;</p> <p>A tentative list of all nominated contractors and consultants and a detailed description of the activities to be carried out or the supplies to be provided by the nominated contractors and consultants. The Bidder</p>	
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	<p>operating technical standards in accordance with the Technical Standards Appendix to the General Conditions. The Operations Work plan shall be divided into the following sections:</p> <p>(i)a section entitled “Operations Start-up” which provides an outline contents and overview of the Bidder’s proposed plans and programs for operational start-up of the MRCI CUM OCEANARIUM; and</p> <p>(ii)a section entitled “Operation and Maintenance Plan” which provides an outline contents and overview of the Bidder’s proposed plans and programs for operation of the MRCI CUM OCEANARIUM;</p> <p>(g)A detailed description of the Bidder’s plans and methodologies to ensure that the requirements of the applicable Environmental Management Plan for the proposed MRCI CUM OCEANARIUM and allied services at Site will be implemented and monitored; in addition, the Bidder shall submit Code of Conduct, as described in BDS, to ensure compliance with its Environmental, Social, Health and</p>	<p>shall provide the name and nationality of all nominated contractors and consultants.</p>	
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	<p>Safety (ESHS) obligations under the contract. A detailed note, outlining its proposed methodology and program of construction including implementation of the Environmental Management Plan and Safety Assurance under this contract, shall be provided.</p> <p>(h)A detailed staffing plan (the “Staffing Plan”) setting out the Bidder’s proposed staffing arrangements for the carrying out of the Design-Build and Operations Services. The Staffing Plan shall be divided into the following sections:</p> <p>(i)two sub-sections, (one for the Design-Build Services and one for the Operations Services) each entitled the “Staffing Chart” and each consisting of a chart setting out a list of all proposed Operator’s Personnel positions, the role of each position, the duration of existence of the position, and the location of the staff person filling the position during the periods of assignment to carry out the Design-Build and Operations Services;</p> <p>(ii)a section entitled “Summary of Staff Qualifications” which consists of a summary table setting out,</p>		
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	<p>A.for the Key Staff positions, the names of the Bidder's employees who will occupy the Key Staff positions; and</p> <p>B.all proposed positions for the Bidders' Personnel and the qualifications, years of experience and areas of expertise, including a clear indication of the expertise that the staff will provide consistent with the requirements set out in the Bid Data Sheet for each of the proposed positions; the bidder may propose alternative Key position in lieu of any of the specified positions with a view to improving the available expertise. The bidder's personnel as indicated in the bid proposals shall not be changed during the period of the contract. In case if the successful bidder, intends to change the key staff, such change will be subject to approval from the Owner on justification provided by the successful bidder. The replaced key staff shall have to be of equivalent or higher qualification and experience.</p> <p>(iii)a section entitled, "Curriculum Vitae" which contains the signed</p>		
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		<p>curriculum vitae for each of the Key Staff, in the format set out in Annex A Part f to the Bidding Documents;</p> <p>For the purpose of ITB Section 3.3(h) (ii) (A) and (iii), “Key Staff” means those individuals that will fill the positions listed in the Bid Data Sheet; and</p> <p>A list of all nominated subcontractors and sub-consultants and a detailed description of the services to be carried out on the Plant and Equipment to be provided by the nominated subcontractors and sub-consultants. The Bidder shall provide the name and nationality of all nominated subcontractors and sub-consultants. The Bidder shall ensure that all nominated subcontractors and sub-consultants comply with ITB Section 1.3. The Bidder shall not exceed the maximum percentage of subcontracting and sub consulting set out in GC Section 8.6 (1) and the corresponding provision in the SCC Section of the Draft Contract and the Bid data Sheet.</p>		
16	New Insertion proposed by bidder		<b>PROVIDED THAT</b> the information and documents furnished under ITB Section 3.3 are solely for the purpose of evaluating the technical capabilities of Bidder for award of Contract. Post award of Contract, the Successful Bidder shall	No Change. Clauses in the Bid Documents shall prevail

			prepare and submit for approval of the Authority the Final Concept & Design which may vary or altogether different from the Initial Concept Plan submitted along with the Bid. The Successful Bidder has to ensure that Final Concept & Design shall include all components as per Minimum Development Plan specified in Appendix 6.	
17	3.4 (6)	The Bid Security may, in the discretion of the Owner, be forfeited, (a)if the Bidder withdraws its Bid during the Bid Validity Period; or (b)in the case of the Successful Bidder, if the Successful Bidder fails within the specified time limit, (i)to execute the Form of Contract in accordance with ITB Section 6.4; or	(1) The Bid Security may, in the discretion of the Authority, be forfeited, (a) if the Successful Bidder fails within the specified time limit,	No Change. Clauses in the Bid Documents shall prevail
18	3.5.2.3	<b>Operator's Responsibility</b> After award of the Contract, the subcontracting of any part of the work, except for those sub-contractors and sub consultants nominated in the Bid, shall require the prior written consent of the Owner. Notwithstanding such consent, the Operator shall remain responsible for the acts, defaults, and neglects of all sub-contractors and sub consultants during Contract implementation.	Bidders requested that, at the time of bid detailed list of subcontractors cannot be provided, and for each subcontract it will be difficult to take prior approval.  <b>Operator's Responsibility for acts of contractors and consultants</b>  The Successful Bidder shall remain responsible for the acts, defaults, and neglects of all contractors and consultants during Contract implementation.	Refer Sl no 12 of corrigendum no.7
19	3.5.3	Qualification Criteria - Technical Capabilities  (Experience in Construction,	Qualification Criteria - Technical Capabilities  (Experience in Construction, Operation and Maintenance of MRCI CUM OCEANARIUM)	Refer Sl no 13 of corrigendum no. 7

		<p>Operation and Maintenance of MRCI CUM OCEANARIUM)</p> <p>For the purpose of determining a bidder's compliance with the qualification criteria specified in this Section, MRCI CUM OCEANARIUM means either a large marine mammal park or large scale aquarium presenting an ocean habitat with marine animals, especially large ocean dwellers and which shall include facilities like acrylic tunnel with moving walkways along with various ancillary facilities like touch pools, marine mammal stadia, etc.</p> <p>For the purpose of this Section, following will not be covered under the definition of MRCI CUM OCEANARIUM:</p> <p>A static aquarium; Oceanarium not having integrated Research Facilities</p> <p>(1) The bidder has successfully</p>	<p>For the purpose of determining a bidder's compliance with the qualification criteria specified in this Section, MRCI CUM OCEANARIUM means either a large marine mammal park or large scale aquarium presenting an ocean habitat with marine animals, especially large ocean dwellers and which shall include facilities like acrylic tunnel along with various ancillary facilities like touch pools, marine mammal stadia, etc.</p> <p>For the purpose of this Section, following will not be covered under the definition of MRCI CUM OCEANARIUM:</p> <p>Oceanarium not having integrated Research Facilities</p> <p>(2) The bidder has successfully operated and maintained at least one MRCI CUM OCEANARIUM with minimum 3 million litres of enclosed water which has been operating for a period of minimum 2 years during the last 10 years.</p> <p>Design, development, built and commissioning experience specified in Section 3.5.3 (a) (1) and Operation &amp; Maintenance experience required as per Section 3.5.3 (a) (2) can be met by the bidder's nominated contractor.</p>	
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		<p>operated and maintained at least one MRCI CUM OCEANARIUM with minimum 3 million litres of enclosed water for a period of minimum 2 years during the last 10 years.</p> <p>Design experience specified in Section 3.5.3 (a) (1) and Operation &amp; Maintenance experience required as per Section 3.5.3 (a) (2) can be met by the bidder's nominated sub-contractor</p>		
20	3.5.4	<p>Qualification Criteria Financial Capabilities</p> <p>a. 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.</p> <p>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 800 million or US</p>	<p>a. The Bidder shall demonstrate that it has minimum net worth of INR 750 Million in each of the last three financial years preceding the date of submission of bid.</p> <p>c. The Bidder's audited balance sheets or other financial statements acceptable to the Authority, for the last three years shall be submitted to demonstrate the soundness of the Bidder's current financial position . If deemed necessary by the Authority, the Authority shall have the authority to make inquiries with the Bidder's bankers.</p>	Refer Sl no 14 of corrigendum no. 7

		<p>\$ 12.5 million.</p> <p>c. The Bidder's audited balance sheets or other financial statements acceptable to the Owner, for the last three years shall be submitted to demonstrate the soundness of the Bidder's current financial position and to indicate its prospective long-term profitability. If deemed necessary by the Owner, the Owner shall have the authority to make inquiries with the Bidder's bankers</p>		
21	3.5.5	<p>Qualification Criteria – Personnel Capabilities</p> <p>The Bidder shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions in accordance with BDS – ITB 3.3(h) (ii) (B) as required during Contract implementation. The Bidder shall supply information on a candidate for each key position or alternative key position, if any, who shall meet the experience requirements specified. The Bidder may nominate personnel of nominated sub-contractors and nominated sub consultants to fill key</p>	This Clause to be deleted	Refer Sl no 15 of corrigendum no. 7

		positions in accordance with the BDS provision referred to herein above.																	
22	3.11 (2)	New Insertion	<p>Financial Offer shall take into account Goods and Services Tax (and other taxes, duties, levies or charges, if any) of the Authority's country which shall be borne by the Project Proponent</p> <p>The Project being a edutainment institution for the purposes of scientific research, conservation, dissemination of scientific knowledge on the animals and their ecosystem, the Authority may, subject to its powers, recommend the Project for exemption from levy of GST and other local taxes and levies.</p>	Refer Sl no 16 of corrigendum no. 7															
23	5.5 (3)	<p>i. <b>T<sub>1</sub></b>: Design Philosophy &amp; Project Concept- see ITB Section 3.3(b)</p> <p>ii. <b>T<sub>2</sub></b>: Project Marketing &amp; Business Model- see ITB Section 3.3(c)</p> <p>iii. <b>T<sub>3</sub></b>: Implementation Plan (Construction Design, Build-out &amp; Commissioning) - see ITB Section 3.3 (e)</p> <p>iv. <b>T<sub>4</sub></b>: Operations &amp; Maintenance Plan - see ITB Section 3.3(f)</p> <p>v. <b>T<sub>5</sub></b>: Staffing Plan and Key Staff - see ITB</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Criteria</th> <th>Maximum Points</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	SN	Criteria	Maximum Points				<p>i. <b>T<sub>1</sub></b>: Tentative Design Philosophy &amp; Project Concept- see ITB Section 3.3(b)</p> <p>ii. <b>T<sub>2</sub></b>: Tentative Project Marketing &amp; Business Model- see ITB Section 3.3(c)</p> <p>iii. <b>T<sub>3</sub></b>: Tentative Implementation Plan (Development Phase) - see ITB Section 3.3 (e)</p> <p>iv. <b>T<sub>4</sub></b>: <b>Tentative</b> Operations &amp; Maintenance Plan - see ITB Section 3.3(f)</p> <p>v. <b>T<sub>5</sub></b>: Tentative Staffing Plan - see ITB</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Criteria</th> <th>Maximum Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>T<sub>1</sub></b>: Tentative Design Philosophy &amp; Project Concept</td> <td>25</td> </tr> <tr> <td>2</td> <td><b>T<sub>2</sub></b>: <b>Tentative</b> Project Marketing &amp; Business Model</td> <td>20</td> </tr> </tbody> </table>	SN	Criteria	Maximum Points	1	<b>T<sub>1</sub></b> : Tentative Design Philosophy & Project Concept	25	2	<b>T<sub>2</sub></b> : <b>Tentative</b> Project Marketing & Business Model	20	Refer Sl no 17 of corrigendum no. 7
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24	6.4	<p>Signing the Form of Contract</p> <p>(1) At the same time as the Owner sends the Successful Bidder the Notification of Award, the Owner shall send the Successful Bidder,</p> <p>(a) Form of Contract; and</p> <p>(b) the other Contract Documents.</p> <p>(2) Not later than 30 days after the Successful Bidder's receipt of the</p>	<p><b>Signing the Form of Contract</b></p> <p>1. At the same time as the Authority sends the Successful Bidder the Notification of Award, the Authority shall send the Successful Bidder,</p> <p>(a) Form of Contract; and</p> <p>(b) other Contract Documents.</p> <p>Not later than 60 days after the Successful Bidder's receipt of the Notification Award, the Form of Contract and other</p>	Refer Sl no 18 of corrigendum no. 7																														

		Notification Award, the Form of Contract and the other Contract Documents pursuant to ITB Sections 6.3 and 6.4(1), the Successful Bidder shall sign and date the Form of Contract and initial each page of the Contract and return them to the Owner.	Contract Documents pursuant to ITB Sections 6.3 and 6.4(1), the Successful Bidder shall sign and date the Form of Contract and initial each page of the Form of Contract and return them to the Authority	
25	6.7	<p>Adjudicator</p> <p>The Owner proposes that the person named in the Bid Data Sheet be appointed as Adjudicator under the contract, at an hourly fee stated in the Bid Data Sheet. A résumé of the named person is attached to the Bid Data Sheet, as well as a description of the expenses that would be considered reimbursable. If a Bidder does not accept the Adjudicator proposed by the Owner, it should so state in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee. If, on the day the Form of Contract is signed, the Owner and the Operator have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the Special Conditions of Contract.</p>	Bidder requested name and hourly fee for Adjudicator shall be removed and it could be appointed on mutual consent on signing of contract.	Refer Sl no 19 of corrigendum no. 7
26	6.8	<b>Fraud and Corruption</b>	<b>Fraud and Corruption</b>	No Change. Clauses in the Bid Documents shall

	<p>the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>2</sup> In pursuance of this policy, the Bank:</p> <p>(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to</p>	<p>It is the World Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and Development Period of Bank-financed contracts.<sup>2</sup> In pursuance of this policy, the World Bank:</p> <p>(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the Development Period of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all Contract documents relating to the prequalification</p>	<p>prevail</p>
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		<p>address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed.</p>	<p>process , submission of bids and Development Period, and to have them audited by auditors appointedThe World Bank may if required, exercise its rights under the Project not later than the Operations Starting Date.</p>	
27	Bid Data Sheet – ITB 1.1 (a)	<p>Name of the Borrower: Government of India and SPMU Gujarat  Credit number:4765-IN  Credit amount: US\$ 222 million  Name of the Project: Integrated Coastal Zone Management Project</p>		No Change. Clauses in the Bid Documents shall prevail
28	Bid Data Sheet – ITB 3.3 (c)	<p>The Operator shall provide free access to the MRCI facility during the entire Operations Period to the Owner’s officials and researchers or students as may be certified by the</p>	<p>The Project Proponent shall provide uninterrupted access to the MRCI cum Oceanarium and allied Facilities during the entire Operations Period to the Authority’s officials with prior intimation for carrying out their obligations under the Contract.  Authority</p>	Refer Sl No 20 of corrigendum no. 7

		Owner or his representative from time to time – as specified in Clause 3.3.12 of Appendix 2A		
29	Bid Data Sheet ITB 3.3 j	Maximum percentage of sub-contracting is 25%. However the nominated sub-contractor whose experience and qualification have been claimed for meeting the qualification criteria in accordance with stipulations in ITB Section 3.5 shall be excluded while applying the ceiling of 25%.		Refer Sl No 21 of corrigendum no. 7
30	Bid Data Sheet ITB 6.5	Amount of Performance Security for Contract Performance: 8% of the Estimated Project Cost. Amount of ESHS Performance Security: 2% of the Estimated Project Cost. For this purpose, Estimated Project Cost = Quoted Investment amount + Grant amount to be provided by the Owner.	Amount of Performance Security for Contract Performance: 3% of the Estimated Project Cost. Amount of ESHS Performance Security: 2% of the Estimated Project Cost. For this purpose, Estimated Project Cost = Quoted Investment amount + Grant amount to be provided by the Authority.	Refer Sl No 22 of corrigendum no. 7
31	Bid Data Sheet ITB 3.10.2 c	The Operator shall share with the Owner a proportion of the Profit (before tax) from the operation of the MRCI CUM OCEANARIUM and allied facilities; the said proportion shall be determined as under:  Share of Profit before Tax to be paid to the Owner = Grant provided by the Owner ÷	The Project Proponent shall share with the Authority a proportion of the Profit (before Tax) from the operation of the MRCI CUM OCEANARIUM and allied Facilities; the said proportion shall be determined as under:  Share of Profit before Tax to be paid to the Authority = Profit (before Tax) from the operation of the MRCI CUM OCEANARIUM and allied Facilities x Grant provided by the Authority ÷ Total Project investment actually made by the Project Proponent for Development of the MRCI CUM	Refer Sl No 23 of corrigendum no. 7

		Total Project investment actually made by the Operator for construction of the MRCI CUM OCEANARIUM and allied facilities [using its own funds/resources and the Grant provided by the Owner] Figures of Total Project Investment (actuals) and Profit before Tax shall be determined and verified by the Owner in accordance with the procedure specified in paragraph 23 of SCC Section.	OCEANARIUM and allied Facilities [using its own funds/resources and the Grant provided by the Authority] Figures of Total Project Investment (actuals) shall be determined and verified by the Authority in accordance with the procedure specified in paragraph 23 of SCC Section.	
31	Annexure A , Part b Schedule 5			Refer Sl No 24 of corrigendum no. 7
32	Annexure A Part 0		Bidder proposed to introduced a Development Completion certificate and format of the Development Completion Certificate proposed	After Contract has been signed and Project Monitoring Engineer appointed , the format of the certificate will be mutually agreed upon
33	1.7.3 (4)	New Insertion	The restraints set forth in GCC Section 1.7(1) shall not apply to: (a) Liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project Proponent; (b) creation of mortgages/pledges/hypothecation of Project Assets, Project Facilities and leasehold right on the site, and their related documents of title, arising or created in the ordinary course of business of the Project Proponent, and as security for indebtedness to the Lenders under the Financing Agreements and/or for working capital arrangements for the Project; (c) assignment of rights, interest and obligations of the Project	No Change. Clauses in the Bid Documents shall prevail

			Proponent to or in favour of the Lenders' Representative as nominee and for the benefit of the Lenders as security for financing provided by Lenders under the Financing Agreements; (d) liens or encumbrances required by any Applicable Law; and (e) refinancing, in whole or part of the debt outstanding on such terms and conditions as may be agreed upon between the Project Proponent and the entity providing such refinance.	
34	Clause 1.8	<p>Contract Records, Accounting and Auditing</p> <p>1.8.1 Contract Records</p> <p>(1) Except as provided in GC Section 6.1, all data, information, documentation, account, plans, programs, reports, surveys and guidelines of any kind whatsoever (the "Contract Records") prepared by the Operator in performing the Services shall become and remain the property of the Owner and the Operator shall deliver all Contract Records and a detailed inventory of those Contract Records to the Owner no later than the date of termination or expiration of the Contract, except in respect of such Contract Records that are required to be delivered at an earlier date.</p>	<p><b>Contract Documents, Accounting and Auditing</b></p> <p>1.8.1 Contract Documents</p> <p>(1) Except as provided in GCC Section 6.1, the Contract Documents pertaining to the Project shall become and remain the property of the Authority at the End Date and the Project Proponent shall deliver the Contract Documents and a detailed inventory of the Project Facilities to the Authority on the End Date , except in respect of such Contract Documents that are required to be delivered at an earlier date as provided in the bidding documents.</p> <p>(2) The Contract Documents are as specified in the Form of Contract.</p>	Refer Sl No 25 of corrigendum no. 7

		<p>2) The Contract Records shall include,</p> <p>a) information of any kind whatsoever related to the finances, revenues or expenditures of the Owner's operations;</p> <p>b) all files, documents, plans, drawings, specifications, notes, minutes of meetings and minutes of conversations;</p> <p>c) all the plans, programs, reports, surveys and guidelines prepared by the Operator in carrying out the Operations Services;</p> <p>e) all manuals, reports, condition surveys, safety records, audit records, inventories, laboratory test results, procurement records, customer information, financial information, financial statements, invoices, accounting records, subcontracts and personnel records; and</p> <p>f) the Design-Build Documents, whether stored in hard copy or electronically.</p>		
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		<p>3) The Operator shall provide the Owner with unrestricted access to the Contract Records during the term of the Contract, including the right to make and retain copies.</p> <p>4) The Operator may retain a copy of the Contract Records but shall not use them for purposes unrelated to this Contract without the prior approval of the Owner. This GC Section 1.8.1(4) does not in any way relieve the Operator of its obligation of confidentiality pursuant to GC Section 6.2.</p> <p>(5) Except as provided in GC Section 6.1, the Operator acknowledges that the Owner, as owner of the Contract Records, may deal with the Contract Records in any way it determines, including making the Contract Records publicly available and making those available to prospective bidders who may be involved in the process to select a Subsequent Operator.</p>		
35	Clause 1.8.2	1.8.2 Accounting The Operator shall keep accurate and	Accounting The Project Proponent shall keep accurate and systematic books	Refer Sl No 26 of corrigendum no. 7

		<p>systematic accounts in respect of the Services and the Contract in accordance with internationally accepted accounting principles.</p> <p>1.8.3 Auditing the Operator's Own Accounts and the Contract Records</p> <p>(1) The Owner may, in its sole discretion, audit,</p> <p>(a) the Operator's own accounts, financial information, financial statements and technical information at any reasonable time and with 24 hours' notice to the Operator; and</p> <p>(b) the Contract Records and Design-Build Documents at any reasonable time and without notice to the Operator,</p> <p>in respect of any matters related to the Contract.</p> <p>2) The Owner may complete the audit or audits itself or may retain an independent auditor, at the Owner's expense, to complete the audit or audits.</p>	<p>of accounts in respect of the Project and the Contract in accordance with generally accepted accounting principles as applicable to it.</p> <p>1.8.3 Audit of Project Proponent's Accounts</p> <p>(1) The Authority may, at its sole discretion, audit,</p> <p>(a) the Estimated / Total Project Cost and actual utilization of the same on Project Facilities, accounts documents, bills, records and other documents relating to Estimated / Total Project Cost at any reasonable time and with 7 working days notice to the Operator;</p> <p>(b) the Contract Documents at any reasonable time and with 7 days' notice to the Operator Adherence to Minimum Development Plan specified in Appendix 6 by the Project Proponent;</p> <p>(2) The Authority may complete the audit or audits by itself or may retain an independent auditor, at the Authority's expense, to complete the audit or audits. The Authority may if required audit the Estimated /Total Project Cost as stated in 1.8.3 (1) within one year from Operations Starting Date</p> <p>1.8.4 Project Proponent's Audited Accounts</p>	
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		<p>1.8.4 Operator's Audited Accounts</p> <p>The Operator shall submit to the Owner, no later than 90 days after the end of the Operator's fiscal year, the annual audited accounts of its own finances for each of the Operator's fiscal years that occur during the Contract Term.</p>	<p>The Project Proponent shall submit to the Authority, no later than 180 days after the end of the Project Proponent's fiscal year, the annual audited financial statements for each of the Project Proponent's fiscal years that occur during the Contract Term.</p>	
36	1.8.5	<p>Inspections and Audit by the Bank</p> <p>The Operator shall permit and shall cause its Sub-contractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Operator's and its Sub-contractors' and sub-consultants' attention is drawn to GC Section 11.2.3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under GC Section 1.8.5 constitute a prohibited practice subject to contract termination (as well as to a determination of</p>	<p>Bidder raised concerned that Since there is already audit is to be done by Authority , hence multiple authority audit will lead unnecessary harassment to the bidder during development &amp; operation period hence Bidder requested to delete this clause</p>	<p>No Change. Clauses in the Bid Documents shall prevail</p>

		ineligibility pursuant to the Bank's prevailing sanctions procedures).		
37	Chapter 2, clause 2.1 of GCC	The Form of Contract shall be signed by the Operator, and all the partners, if the Operator is a joint venture company, prior to its signing by the Owner. The Contract shall come into force and effect on the date the Form of Contract is signed by the Owner (the "Effective Date"), contingent on final approval by the Bank.	The Form of Contract shall be signed by the Project Proponent, and all the partners, if the Project Proponent is a joint venture company, prior to its signing by the Authority. The Contract shall come into force and effect on the date the Form of Contract is signed by the Authority which shall not be more than 60 days from Notification of Award (the "Effective Date").	Refer Sl No 27 of corrigendum no. 7
38	Clause 2.1.3 of GCC	<p>Commencement of Services</p> <p>1.Unless otherwise stated in the SCC, the Design-Build Starting Date shall be no later than 30 days after the Effective Date and the Owner shall give the Operator at least seven days prior notice of the Design-Build Starting Date.</p> <p>2.The "Operations Starting Date" shall be the date of the Operational Acceptance Certificate.</p> <p>2.2Design-Build Period and Operations Period</p>	<p>Commencement of Development</p> <p>1. Unless otherwise stated in the SCC, the Development Starting Date shall be no later than 90 days after the Effective Date or date of financial closure of the Project receipt of necessary approvals / permissions, etc., to commence Development, whichever is later, and the Authority shall give the Project Proponent at least seven days prior notice of the Development Starting Date.</p> <p>2. The "Operations Starting Date" shall be the day following the date of issue of Development Completion Certificate by the Authority.</p> <p><b>2.2 Development Period and Operations Period</b></p>	Refer Sl No 28 of corrigendum no. 7

		<p>The Contract Term shall be divided into two periods as follows:</p> <p>(a)the period commencing on the Effective Date and ending on the day immediately prior to the Operations Starting Date (the “Design-Build Period”); and</p> <p>(b)the period commencing on the Operations Starting Date and ending on the End Date (the “Operations Period”), namely the date of completion of the Operation and Maintenance period of 25 years, commencing from the date of Operational Acceptance Certificate.</p>	<p>The Contract Term shall be divided into two periods as follows:</p> <p>(a) the period commencing on the Development Starting Date and ending on the date of issue of Development Completion Certificate (the “Development Period”);and</p> <p>(b) the period commencing on the Operations Starting Date and ending on the End Date (the “Operations Period”), namely the date of completion of the Operations period of 25 years or any extension thereto.</p>	
39	Clause 2.3 of GCC	<p>Design-Build Period – Commencement, Delays and Suspension</p> <p>2.3.1 Commencement of the Design-Build Services</p> <p>The Operator shall commence the Design-Build Services no later than the Design- Build Starting Date, and shall then proceed with the Design-Build Services with due expedition and without delay.</p> <p>2.3.2 Time for Completion</p>	<p><b>Development Period – Commencement, Delays and Suspension</b></p> <p>2.3.1 Commencement of the Development</p> <p>The Project Proponent shall commence the Development no later than the Development Starting Date, and shall then proceed with the Development activities with due expedition and without delay.</p> <p>2.3.2 Time for Completion</p> <p>The Project Proponent shall complete the whole of the Development in accordance with the Time for Completion</p>	Refer Sl No 29 of corrigendum no. 7

		<p>The Operator shall complete the whole of the Design-Build Services in accordance with the time for completion set out in the SCC (“Time for Completion”) for the Design-Build Services including,</p> <p>(a) successfully completing the Tests on Commissioning; and</p> <p>(b) completing all of the Design-Build Services such that the completed New Facility can be used as a fully operational New Facility in accordance with the Contract.</p>	<p>set out in the SCC (“Time for Completion”) including,</p> <p>(a) successfully completing the Tests on Commissioning; and</p> <p>(b) completing all of the Development activities such that the completed Project Facilities can be used as fully operational in accordance with the Contract.</p>	
40	Clause 2.3.3 of GCC	<p>Design-Build Time Schedule</p> <p>1. The Operator shall submit a detailed time programme (the “Time Schedule”) to the Owner no later than 30 days after the Design-Build Starting Date. The Operator shall also submit a revised Time Schedule whenever the previous Time Schedule is inconsistent with actual progress or with the Operator’s obligations. Each Time Schedule shall include a description of,</p> <p>(a) the order in which the Operator intends to carry out the Design-</p>	<p>Project Implementation Schedule</p> <p>(a) The Project Monitoring Engineer shall monitor progress of Development based on the Project Implementation Schedule contained in Appendix 8 and Final Concept &amp; Design. . The Project Proponent shall also submit any amendment, modification or revision to Project Implementation Schedule (“Revised Implementation Schedule”) whenever the previous Time Schedule is inconsistent with actual progress or with the Project Proponent’s obligations. .</p> <p>2. The Project Monitoring Engineer shall periodically</p>	No Change. Clauses in the Bid Documents shall prevail

	<p>Build Services, including the anticipated timing of each stage of design, Design-Build Documents, procurement, manufacture, inspection, delivery to the Site, construction, erection, testing and commissioning;</p> <p>(b) the periods for review and any other submissions, approvals and consents specified in the Contract;</p> <p>(c) the sequence and timing of inspections and tests specified in the Contract;</p> <p>(d) the scheduled Time for Completion, the planned Time for Completion and the planned New Operations Starting Date;</p> <p>(e) all major events and activities in the production of Design-Build Documents; and</p> <p>(f) all major phases and milestones of the Design-Build Services.</p> <p>2. The Owner shall review each Time Schedule and provide comments to the Operator as to whether the Time Schedule complies with the Contract. If the Owner fails to</p>	<p>review the progress of Development with Project Implementation Schedule / Revised Implementation Schedule, as the case may be, and provide comments to the Project Proponent as to whether the Project Implementation Schedule / Revised Implementation Schedule, as the case may be, complies with the Contract. If the Authority fails to provide such comments prior to the expiration of 21 days after receiving a Revised Implementation Schedule, the Project subject to its other obligations under the Contract. The Project Proponent shall be entitled to rely upon the Project Implementation Schedule / Revised Implementation Schedule, as the case may be, when planning its activities.</p> <p>3. The Project Proponent shall promptly give notice to the Authority Project Monitoring Engineer of specific probable future events or circumstances which may adversely affect the Development or delay the execution of the Contract . The Project Monitoring Engineer may require the Project Proponent to submit an estimate of the anticipated effect of the future event or circumstances, or a proposal under GCC Section 10.1.3.</p> <p>4. If, at any time, the Authority gives notice to the Project Proponent that a Project Implementation Schedule / Revised Implementation Schedule, as the</p>	
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	<p>provide such comments prior to the expiration of 21 days after receiving a Time Schedule, the Operator shall proceed in accordance with the Time Schedule, subject to its other obligations under the Contract. The Operator shall be entitled to rely upon the Time Schedule when planning its activities.</p> <p>3. The Operator shall promptly give notice to the Owner and the Design-Build Engineer of specific probable future events or circumstances which may adversely affect the Design-Build Services or delay the execution of the Design-Build Services. The Design-Build Engineer may require the Operator to submit an estimate of the anticipated effect of the future event or circumstances, or a proposal under GC Section 10.1.3.</p> <p>4. If, at any time, the Owner gives notice to the Operator that a Time Schedule fails, to the extent stated, to comply with the Contract or to be consistent with actual progress and the Operator's stated intentions, the Operator shall submit a revised Time Schedule to</p>	<p>case may be, fails, to the extent stated, to comply with the Contract or to be consistent with actual progress and the Project Proponent's stated intentions, the Project Proponent shall submit a Revised Implementation Schedule to the Authority in accordance with this GCC Section 2.3.3.</p>	
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		the Owner in accordance with this GC Section 2.3.3.		
41	2.3.4 (e)	(e) any default or breach of the Contract by the Owner or any activity, act or omission of any other contractors employed by the Owner; or	any default or breach of the Contract by the Authority or any activity, act or omission in performance of obligations by the Authority; or	Refer Sl No 30 of corrigendum no. 7
42	2.3.5 (2)	Unless the Owner notifies otherwise, the Operator shall adopt the revised methods referred to in GC Section 2.3.5(2), which may require increases in,  (a) the working hours or in the numbers of Operator's Personnel, or both; or  (b) Plant and Equipment,  at the risk and cost of the Operator. If these revised methods cause the Owner to incur additional costs, the Operator shall, subject to GC Section 1.9, pay these costs to the Owner, in addition to delay damages, if any, under GC Section 2.3.6	Bidder requested to delete this clause.	Refer Sl No 31 of corrigendum no. 7
43	2.3.6 (2)	2.If the Operator fails to attain Completion of the Facility within the Time for Completion, or any extension thereof in accordance with GC Section 2.3.4, the Operator shall	If the Project Proponent fails to complete Commissioning of the Project Facilities within the Time for Completion, or any extension thereof in accordance with GCC Section 2.3.4, the Project Proponent shall pay to the Authority liquidated	No Change. Clauses in the Bid Documents shall prevail

		<p>pay to the Owner liquidated damages in the amount specified in the SCC (“Liquidated Damages-Delay”). The aggregate amount of Liquidated Damages - Delay shall in no event exceed the amount specified as “Maximum” in the SCC. The Owner may terminate the Contract pursuant to GC Section 11.2.3 if the Operator reaches the “Maximum” level for Liquidated Damages – Delay.</p>	<p>damages in the amount specified in the SCC (“Liquidated Damages-Delay”). The aggregate amount of Liquidated Damages - Delay shall in no event exceed the amount specified as “Maximum” in the SCC.</p>	
44	New insertion		<p>Tests</p> <p>At least 30 (thirty) days prior to the likely completion of the Project Facilities as per the Final Concept &amp; Design or any amendment or modification thereto, the Project Proponent shall notify the Project Monitoring Engineer of its intent to subject the project components under Minimum Development Plan to tests including environment, safety aspects and to issue Development Completion Certificate. The date and time of each of the Tests shall be mutually agreed upon between the Project Proponent and Project Monitoring Engineer, and notified to the Authority who may designate its representative to witness the Tests. In the event of the Project Proponent and the Project Monitoring Engineer failing to mutually agree on the dates for conducting the Tests, the Project Proponent shall fix the dates by not less than 10 (ten) days’ notice to the Project Monitoring Engineer.</p> <p>The Project Monitoring Engineer shall observe, monitor and review the result of the Tests to determine compliance of the project components under Minimum Development Plan with respect to environment, social, health and safety aspects and</p>	<p>Refer Sl No 32 of corrigendum no. 7</p>

			<p>also to issue Development Completion Certificate and if it is reasonably anticipated or determined by the Project Monitoring Engineer during the course of any Test that the performance of the project components under Minimum Development Plan or any part thereof does not meet the specifications and standards for the Project, it shall have the right to suspend or delay such Test and require the Project Proponent to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Project Monitoring Engineer shall provide to the Project Proponent and the Authority copies of all Test data including detailed test results. For the avoidance of doubt, it is expressly agreed that the Project Monitoring Engineer may require the Project Proponent to carry out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Facilities with specifications and standards.</p> <p>Rescheduling of Tests</p> <p>If the Project Monitoring Engineer certifies to the Authority and the Project Proponent that it is unable to issue the Project Completion Certificate because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Project Proponent shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.</p> <p>Development Completion Certificate</p> <p>Upon Development of Project Facilities and successful completion of Tests , it shall forthwith issue to the Project Proponent and the Authority a certificate substantially in the form set forth in Annexure A – Part O (the “Development Completion Certificate”).</p>	
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45	2.4.2	<p>Services after the End Date</p> <p>The Operator, upon written request by the Owner no later than 60 days prior to the End Date post Operation and Maintenance period of 25 years, shall provide assistance to the Owner, at no cost to the Owner, during a transitional period of up to 60 days after the End Date (the “Transition Assistance”). The purpose of the Transition Assistance is to ensure a smooth transition between the Operator and a Subsequent Operator of the Facility. The Transition Assistance shall be related to only transition services and shall not be the full range of Services as set out in the Operations Services Appendix.</p>	<p>Assistance after the End Date</p> <p>The Project Proponent, upon written request by the Authority no later than 60 days prior to the End Date , shall provide assistance to the Authority, at the cost of Authority, during a transitional period of up to 60 days after the End Date (the “Transition Assistance”). The purpose of the Transition Assistance is to ensure a smooth transition between the Project Proponent and a Subsequent Operator of the Project Facilities. The Transition Assistance shall be related to only transition services and shall not be the full Operation of the Project Facilities as set out in the Final Concept &amp; Design. .</p>	Refer Sl No 33 of corrigendum no. 7
46	3.1	<p>3.1 General – Services and Standards of Performance</p> <p>The Operator shall,</p> <p>(a) perform the Design-Build Services set out in the Design-Build Services Appendix;</p>	<p><b>3.1 General – Services</b></p> <p><b>The Project Proponent shall</b></p> <ol style="list-style-type: none"> <li>1) The Project Proponent shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in connection with the Project.</li> <li>2) The Project Proponent shall discharge its obligations in accordance with Good Industry Practice and as a reasonable</li> </ol>	Refer Sl No 34 of corrigendum no. 7

		<p>(b) perform the Operations Services set out in the Operations Services Appendix; and</p> <p>(c) perform the Services in accordance with the Technical Standards set out in the Technical Standards Appendix,</p>	<p>and prudent person.</p> <p>3) The Project Proponent shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Contract:</p> <p>(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;</p> <p>(b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;</p> <p>(c) perform its payment obligations to the Authority as per the provisions of this Contract;</p> <p>(d) perform and fulfil its obligations under the Financing Agreements;</p> <p>(e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its contractors and consultants in connection with the performance of its obligations under this Contract;</p> <p>(f) ensure and procure that its contractors and consultants comply with all Applicable Laws and Applicable Permits in the performance by them of any of the Project Proponent's obligations under this Contract;</p> <p>(g) not do or omit to do any act, deed or thing which may in any</p>	
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			<p>manner be violative of any of the provisions of this Contract;</p> <p>(h) always act in a manner consistent with the provisions of this Contract and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Contract;</p> <p>(i) procure that all facilities and amenities within the Project are operated and maintained in accordance with Good Industry Practice and the users have non-discriminatory access for use of the same;</p> <p>(j) ensure that users are treated with due courtesy and consideration and provided with ready access to services and information;</p> <p>(k) procure updation and improvement of Technology from time to time and carryout upgradation and renovation of the Project Facilities to ensure safety and reliability and /or economic value of the Project;</p> <p>(m) Transfer the Project Facilities to the Authority at the End Date , in accordance with the provisions thereof.</p> <p><b>Employment of trained personnel</b></p> <p>The Project Proponent shall ensure that the personnel engaged by it and / or its contractors and consultants in the performance of its obligations under this Contract are at all times properly trained for their respective functions.</p> <p><b>Obligations relating to aesthetic quality of the Project</b></p>	
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			<p>The Project Proponent shall maintain high standard in the appearances and aesthetic quality of the Project and achieve integration of the Project with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The Project Proponent shall engage professional designers for ensuring that the design of Project meeting the aesthetic standards.</p> <p><b>Safety Requirements</b></p> <p>The Project Proponent shall comply with the provisions of this Contract, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the users. In particular, the Project Proponent shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Facilities, and shall comply with the safety of International Standards.</p> <p>The Authority shall appoint an experienced and qualified firm or organization (the “Safety Consultant”) or direct the Project Monitoring Engineer for carrying out safety audit of the Project Facilities in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.</p> <p><b>Expenditure on Safety Requirements</b></p> <p>All costs and expenses arising out of or relating to safety requirements shall be borne by the Project Proponent to the extent such costs and expenses are reasonably necessary to ensure safety of users and Project Facilities.</p>	
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			<p><b>Safety Certification during Operations Period</b></p> <p>The Project Proponent, shall during the Operations Period, comply to the safety requirements for the Project and carry out the periodic testing, mock drills, etc. of its safety equipment and maintain the validity of its safety clearance as applicable from the respective statutory agencies.</p>	
47	3.3	<p>(2)The Operator, Subcontractors and any entity affiliated with the Operator or the Subcontractors, shall be disqualified, during the Contract Term from providing goods, works or services, other than the Services, with respect to,</p> <p>(a)the goods, works and services purchased from the Contingency Fund; and</p> <p>(b)the Capital Investment Program.</p> <p>(3)The Operator, Operator's Personnel, Subcontractors and the employees and affiliates of the Subcontractors shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> <p>(4)The Operator and its Shareholders</p>	Bidder requested to delete this clause	Refer Sl No 35 of corrigendum no. 7

	<p>shall not participate in any discussions or work and shall not provide any services or advice to the Owner related to,</p> <p>(a)except with respect to their responsibilities as set out in the Operations Services Appendix, institutional restructuring or reorganisation of the Owner or a utility or department of the Owner;</p> <p>(b)the development or review of bidding documents to retain any Subsequent Operator; or</p> <p>(c)the preparations for the procurement process to retain any Subsequent Operator.</p> <p>(5)Failure of the Operator or the Shareholders to comply with this GC Section 3.3, in addition to constituting a breach of this Contract, may result in the disqualification of the Operator and the Shareholders from bidding in the procurement process to retain any Subsequent Operator.</p> <p>3.3Plant and Equipment, Operator's Equipment (Design-Build) and</p>		
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		<p>Operations Equipment (Operations)</p> <p>(1) Any Plant and Equipment, Operator's Equipment (Design-Build) and Operator's Equipment (Operations) that will be incorporated in or be required for the Site and Facility or the Operation Services shall have their origin as specified under GC Section 1.1 ("Country of Origin").</p> <p>(2) The Operator shall prepare a list of all Operator's Equipment (Design-Build) and Operator's Equipment (Operations) (the "Operator's Equipment Lists"). The Operator shall update the Operator's Equipment Lists on an annual basis and shall provide the updated Operator's Equipment Lists to the Owner no later than 30 days after the end of each of the Operator's fiscal years during the Contract Term</p>		
48	3.4 , (2) ( c )	(c) the extent and nature of the work, Plant and Equipment, Operator's Equipment (Design-Build) and Operator's Equipment (Operations) necessary for the execution and completion of the Services, and the remedying of any defects; and	(a) the Scope of the Project and its obligations under the Contract for Development and Operation of the Project Facilities , and the remedying of any defects; and	Refer Sl No 36 of corrigendum no. 7
49	3.5 (2) , (3) , (4)	(2) The Operator shall give all		Refer Sl No 37 of corrigendum no. 7

	(5)	<p>reasonable access to any other contractors employed by the Owner on or near the Site to carry out their work.</p> <p>(3) If the Operator makes available to other contractors any roads or ways the maintenance for which the Operator is responsible, permits the use by such other contractors of the Operator's Equipment (Design-Build) and Operator's Equipment (Operations), or provides any other service of whatsoever nature for such other contractors, the Owner shall fully compensate the Operator for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Operator reasonable remuneration for the use of such equipment or the provision of such services.</p> <p>(4) The Operator shall also arrange to perform its work so as to minimize, to the extent possible,</p>		
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		<p>interference with the work of other contractors. The Owner shall determine the resolution of any difference or conflict that may arise between the Operator and other contractors and the workers of the Owner in regard to their work.</p> <p>(5) The Operator shall notify the Owner, as applicable, promptly of any defects in the other contractors' work that come to its notice, and that could affect the performance of the Services by the Operator. The Owner, as applicable, shall determine the corrective measures, if any, required to rectify the situation after inspection of the Site and the. Decisions made by the Owner, as applicable, shall be binding on the Operator.</p>		
50	4.1	<p>Owner's Assistance to the Operator</p> <p>New Insertion</p>	<p><b>Authority's Obligations to the Project Proponent</b></p> <p>(1) The Authority shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Contract or arising hereunder.</p> <p>(2) The Authority agrees to provide support to the Project Proponent and undertakes to observe, comply with and</p>	<p>Refer Sl No 38 of corrigendum no. 7</p>

			<p>perform, subject to and in accordance with the provisions of this Contract and the Applicable Laws, the following:</p> <ul style="list-style-type: none"> <li>(a) upon written request from the Project Proponent, and subject to the Project Proponent complying with Applicable Laws, provide all reasonable support and assistance to the Project Proponent in procuring Applicable Permits required from any Government Instrumentality for Development and Operation of the Project;</li> <li>(b) upon written request from the Project Proponent, assist the Project Proponent in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Project Proponent than those generally available to commercial customers receiving substantially equivalent services;</li> <li>(c) Facilitate obtaining approval from the local body and Director of Town and Country Planning (DTCP);</li> <li>(d) Facilitate customs duty, GST and other exemptions for the Project entitled by the Project Proponent under Applicable Laws;</li> <li>(e) Facilitate all Applicable Permits relating to environmental protection and conservation of the Site:</li> <li>(f) Release of Grant amount by the Authority to the Project Proponent as per Schedule set forth in SCC, based on request made by the Project Proponent;</li> </ul>	
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			<ul style="list-style-type: none"> <li>(g) assure as far as possible that no barriers are erected or placed on the Site by the Authority, by any Government Instrumentality or persons claiming through or under it;</li> <li>(h) assist the Project Proponent in seeking police assistance wherever necessary during the course of the Project;</li> <li>(i) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Contract; and</li> <li>(j) support, cooperate with and facilitate the Project Proponent in the Development and Operation of the Project Facilities in accordance with the provisions of this Contract.</li> </ul>	
51	4.2	<p>Access to the Site and New Facility</p> <p>The Owner shall be responsible for acquiring and providing legal and physical possession of the Site and permission if required to access there and to all other areas reasonably required for the proper execution of the Contract including all requisite rights of way. The Owner shall provide the Operator, free of charge, full possession of the Site for creating required facility during the term of the Contract.</p>	<p><b>Access to the Site and Facility</b></p> <p>The Authority shall be responsible for acquiring and providing legal and physical possession of the Site, all associated areas and right-of-ways, and permission if required to access there and to all other areas reasonably required for the proper execution of the Contract including all requisite rights of way. The Authority shall provide the Project Proponent, free of charge, full possession of the Site and all necessary associated areas as advised by the Project Proponent for creating required Project Facilities during the term of the Contract. The Authority shall execute and register the Site Lease Deed as per format prescribed in Appendix 7 simultaneously on signing of the Form of Contract.</p>	No Change. Clauses in the Bid Documents shall prevail

52	4.3	<p>Reviews and Approvals of Submissions</p> <p>(1) Except as otherwise provided in the Contract, if the Operator submits a plan, report or other documentation to the Owner in writing, and the Owner, is required to approve that submission, the Owner as applicable, shall review and either approve or provide written comment on the Operator's submission no later than 30 days after the day of submission by the Operator.</p> <p>(2) If the Owner as applicable fails to approve or refuses to approve the Operator's submission in accordance with GC Section 4.3(1), the Operator shall notify the Owner in writing that it has not received a response to its submission.</p> <p>(3) If the Owner, as applicable, fails to respond to the Operator's written notification pursuant to GC Section 4.3(2) within 30 days after the receipt by the Owner, as applicable, of the Operator's written notification, the Operator's submission shall be deemed to be approved.</p>	<p><b>Reviews and Approvals of Submissions</b></p> <p>(1) Upon submission of Final Concept &amp; Design by the Project Proponent to the Authority for approval , , the Authority shall review and either approve or provide written comment to the Project Proponent no later than 30 days after the day of submission by the Project Proponent.</p> <p>(2) If the Authority fails to approve or refuses to approve the Operator's submission in accordance with GC Section 4.3(1), the Operator shall notify the Authority in writing that it has not received a response to its submission.</p> <p>(3) If the Authority, as applicable, fails to respond to the Operator's written notification pursuant to GC Section 4.3(2) within 30 days after the receipt by the Authority, as applicable, of the Operator's written notification, the Operator's submission shall be deemed to be approved.</p>	<p>Refer Sl No 39 of corrigendum no. 7</p>
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53	5.1	<p>Grant</p> <p>The Owner shall provide Grant of an agreed amount stipulated in SCC to the Operator in accordance with the Contract conditions which shall be utilized along with the Operator's funds to meet the costs for Design-Build of the MRCI CUM OCEANARIUM within the Time for Completion specified in the Contract</p>	<p>Grant</p> <p>The Authority shall provide Grant of an agreed amount stipulated in SCC to the Project Proponent in accordance with the Contract conditions which shall be utilized along with the Project Proponent's funds to meet the cost of Project Facilities within the Time for Completion specified in the Contract.</p>	Refer Sl No 40 of corrigendum no. 7
54	5.3	<p>Liquidated Damages - Operations</p> <p>The Operator shall pay the Owner liquidated damages for failure to meet Technical Standards as set out in the Operation Appendix.</p>		Refer Sl No 41 of corrigendum no. 7
55	5.4.1	<p>Performance Security</p> <p>(1) The Operator and, if applicable, its Parent and Shareholders shall each provide a Security for the Operator's proper performance of the Contract to the Owner no later than the date specified in the Bidding Documents (the "Performance Security").</p>	<p>The Project Proponent shall provide Securities (Contract Performance and ESHS Performance) for its proper performance of the Contract to the Authority no later than the date specified in the Bidding Documents (the "Performance Security").</p>	Refer Sl No 42 of corrigendum no. 7
56	5.5	<p>Taxes and Duties</p> <p>Except as otherwise specifically provided in the Contract, the</p>	<p>Taxes and Duties</p> <p>Except as otherwise specifically provided in the Contract, the Project Proponent shall bear and pay all the taxes, duties, levies</p>	Refer Sl No 43 of corrigendum no. 7

		Operator shall bear and pay Goods and Services Tax (and other taxes, duties, levies and charges, if any) assessed on the Operator, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Services in and outside of the Country.	and charges, if any assessed on the Project Proponent by all municipal, state or national government authorities in connection with the Project in and outside of the Country. The taxes, duties, levies and charges, if any, assessed	
57	Article 6	<p>ARTICLE 6 – COPYRIGHT: DESIGN-BUILD DOCUMENTS</p> <p>6.1 Copyright – Design-Build Documents</p> <p>(1) As between the Parties, the Operator shall retain the copyright and other intellectual property rights in the Design-Build Documents made by or on behalf of the Operator.</p> <p>(2) The Operator shall be deemed, by signing the Contract, to give the Owner a non- terminable, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Design-Build Documents, including making and using modifications of them. This licence shall,</p> <p>(a) apply throughout the actual or intended working life, whichever is</p>	<p>ARTICLE 6 –TECHNOLOGY, PATENT, TECHNICAL KNOW-HOW, TRADE MARK, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS:</p> <p>6.1 Technology, Patent, Technical Know-how, Trade Mark, Copyright and other Intellectual Property Rights</p> <p>(1) As between the Parties, the Project Proponent shall retain the patents, technical know-how, trade mark, information, copyright and other intellectual property rights on the Contract Documents, Final Concept &amp; Design and amendments or modifications thereto, the Project Facilities and Project Assets . The Authority shall not be entitled to any right or licence to copy, use or communicate any technology, patent, technical know-how, trademark, copyright, and / or other intellectual property rights applied in Development and Operation of Project Facilities.</p>	Refer Sl No 44 of corrigendum no. 7

	<p>longer, of the relevant parts of the Site or Facility;</p> <p>(b) entitle any person in proper possession of the relevant part of the Site or New Facility to copy, use and communicate the Design-Build Documents for the purposes of completing, managing, operating, maintaining, altering, adjusting, and repairing the Facility;</p> <p>(c) in the case of Design-Build Documents which are in the form of computer programs and other software, permit their use on any computer on the Site or at the Facility and other places as envisaged by the Contract, including replacements of any computers supplied by the Operator; and</p> <p>(d) entitle the Owner to make the Design-Build Documents available for inspection by a prospective bidder who may be involved in the process to select a Subsequent Operator.</p> <p>(3) The Owner shall not, without the Operator's consent, use, copy or communicate the Design-Build Documents to a Third Party by, or on behalf of, the Owner for purposes</p>	<p>(2) On Transfer of MRCI cum Oceanarium and allied Facilities, the Authority will have the limited right to use the technology existing on Project Facilities as at the End Date.</p> <p>6.2 Confidentiality</p> <p>The Project Proponent shall not use any documents, data and other information received from the Authority for any purpose other than as are required for the performance of its obligations under the Contract.</p> <p>(1) The obligations of the Project Proponent under GCC Sections 6.2(1) and 6.2(2), shall not apply to that information which,</p> <p>(a) now or hereafter enters the public domain through no fault of the Project Proponent;</p> <p>(b) can be proven to have been possessed by the Project Proponent at the time of disclosure and which was not previously obtained, directly or indirectly, from the Authority; or</p> <p>(c) otherwise lawfully becomes available to the Project Proponent from a Third Party that has no obligation of confidentiality.</p>	
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	<p>other than those permitted under GC Section 6.1(2).</p> <p>6.2 Confidentiality</p> <p>(1) The Operator shall keep confidential and shall not, without the written consent of the Owner, divulge to any Third Party any documents, data or other information arising directly or indirectly from the performance of Services under the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding this GC Section 6.2(1), the Operator may furnish to its Subcontractors such documents, data and other information to the extent required for the Subcontractors to perform their work under the Contract, in which event the Operator shall obtain from such Subcontractors an undertaking of confidentiality similar to that imposed on the Operator under this GC Section 6.2(1).</p> <p>(2) The Operator shall not use such documents, data and other information received from the Owner for any purpose other than the Services as are required for the</p>		
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		<p>performance of the Contract. The Operator shall not publish, permit to be published, or disclose any particulars of the Services, Site or Facility in any trade or technical paper or advertising materials without the prior written consent of the Owner.</p> <p>(3) The obligations of the Operator under GC Sections 6.2(1) and 6.2(2), shall not apply to that information which,</p> <p>(a) now or hereafter enters the public domain through no fault of the Operator;</p> <p>(b) can be proven to have been possessed by the Operator at the time of disclosure and which was not previously obtained, directly or indirectly, from the Owner; or</p> <p>(c) otherwise lawfully becomes available to the Operator from a Third Party that has no obligation of confidentiality.</p>		
58	Article 7	<p>ARTICLE 7 – CONTRACT ADMINISTRATION AND SUPERVISION DURING THE DESIGN-BUILD AND NEW OPERATIONS PERIODS</p>	<p>ARTICLE 7 – CONTRACT MONITORING DURING THE DEVELOPMENT AND OPERATION PERIODS BY AUTHORITY</p> <p><b>7.1</b> Appointment of Project Monitoring Engineer</p>	Refer Sl No 45 of corrigendum no. 7

	<p>7.1 General</p> <p>The Parties acknowledge that two separate approaches to contract administration and supervision will be in place during the Contract Term as follows:</p> <p>(a) from the Effective Date until the Operations Starting Date, the Design-Build Supervision approach will be put in place by the Owner; and</p> <p>(b) from the Operations Starting Date until the End Date, the Operations Supervision approach will be put in place by the Owner.</p> <p>7.2 Design-Build Supervision</p> <p>7.2.1 Supervision during the Design-Build Period</p> <p>GC Section 7.2 shall apply only during the Design-Build Period.</p> <p>7.2.2. Design-Build Engineer's Duties and Authority (Design-Build Period)</p> <p>(1) The Owner shall appoint the Design-Build Engineer who shall be responsible for day to day contract</p>	<p>The Authority shall adopt two separate approaches to contract monitoring during the Contract Term as follows:</p> <p>(a) from the Effective Date until the Operations Starting Date, the Development Monitoring approach will be put in place by the Authority; and</p> <p>(b) from the Operations Starting Date until the End Date, the Operations Monitoring approach will be put in place by the Authority.</p> <p>The Authority shall appoint a globally reputed project management consulting firm with proven track record in setting up, operate and maintaining Oceanarium Projects with similar or higher specification as the Project Monitoring Engineer (the "Project Monitoring Engineer"). The Authority shall appoint the Project Monitoring Engineer with mutual acceptance by Project Proponent and the Project Monitoring Engineer shall be Authority's Representative under the Contract during the Development Period.</p> <p><b>7.2 Development Monitoring</b></p> <p>7.2.1 Monitoring during the Development Period</p> <p>GCC Section 7.2 shall apply only during the Development Period.</p>	
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	<p>management and supervision during the Design-Build Period. The Design-Build Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.</p> <p>(2) The Design-Build Engineer shall have no authority to amend the Contract.</p> <p>(3) Except, as specifically provided otherwise in the Contract, the Design-Build Engineer may exercise the authority attributable to the Design-Build Engineer as specified in or necessarily to be implied from the Contract. The Owner undertakes not to impose further constraints on the Design-Build Engineer's authority, except as agreed with the Operator.</p> <p>(4) If the Design-Build Engineer is obligated to obtain the approval of the Owner before exercising a specific authority, these restrictions shall be set out in the SCC. If the Design-Build Engineer exercises a specified authority for which the Owner's approval is required then, for the purposes of the Contract, the Owner shall be deemed to have given</p>	<p>7.2.2. Project Monitoring Engineer's Duties and Authority )</p> <p>(1) The Role of Project Monitoring Engineer during the Development Period is limited to the following :</p> <p>(a) To monitor the Project Proponent complies with the Minimum Development Plan specified in Appendix 6;</p> <p>(b) To ensure that Development of Project Facilities are in line with Project Implementation Schedule / Revised Implementation Schedule, as the case may be;</p> <p>(c) To grant extension of time for Development of Project Facilities to Project Proponent on happening of any event specified in the Contract Documents;</p> <p>(d) To monitor Tests on completion of Development of Project Facilities for commissioning of Project;</p>	
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	<p>approval.</p> <p>(5) Except as otherwise stated in the Contract,</p> <p>(a) if the Design-Build Engineer carries out duties or exercises authority, specified in or implied by the Contract, the Design-Build Engineer shall be deemed to act for the Owner;</p> <p>(b) the Design-Build Engineer has no authority to relieve any Party of any duties, obligations or responsibilities under the Contract; and</p> <p>(c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by the Design-Build Engineer, including absence of disapproval, shall not relieve the Operator from any responsibility it has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.</p> <p>7.2.3 Delegation by the Design-Build Engineer</p>	<p>(e) To issue Development Completion Certificate as per format prescribed in Annexure A – Part O on satisfactory completion of Tests by the Project Proponent;</p> <p>(f) To carry out Safety Audit of Project Facilities as and when required by the Authority;</p> <p>(g) To ensure that international safety standards and environmental aspects included in Final Concept &amp; Design are followed and the Project Facilities are safe for use by the Public;</p> <p>(h) To furnish to the Authority a monthly report on progress of Development within 10 days of close of each month;</p> <p>(i) To give such other information as may be required by the Authority from time to time;</p> <p>(j) To ensure that Environmental, Social, Health &amp; Safety (ESHS) Management Strategies and Implementation Plans and Code of Conduct are adopted by the Project Proponent on the Project;</p>	
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	<p>(1) The Design-Build Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, or independent inspectors appointed to inspect or test items of Plant or Equipment. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. Unless otherwise agreed by both Parties, the Design-Build Engineer shall not delegate the authority to determine any matter in accordance with GC Section 7.2.6.</p> <p>(2) Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in GC Section 1.3.1.</p> <p>(3) Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Operator to the extent defined by the delegation. Any approval, check, certificate, consent, examination,</p>	<p>(k) To inspect the Project Facilities at least once in a quarter, make report of such inspection (the “Inspection Report”) and send the same to the Authority and Project Proponent within 7 (seven) days of such inspection;</p> <p>(l) To submit copies of communication exchanged with the Project Proponent and vice versa to the Authority forthwith.</p> <p>(m) To perform any other function which is required to be performed by the Project Monitoring Engineer under the Contract Documents;</p> <p>(2) The Project Monitoring Engineer shall have no authority to amend the Contract.</p> <p>(3) The remuneration, cost and expenses of Project Monitoring Engineer shall be borne by the Authority.</p> <p>(4) If the Project Monitoring Engineer is obligated to obtain the approval of the Authority before exercising a specific authority, these restrictions shall be set out in the SCC. If the Project</p>	
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	<p>inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Design-Build Engineer. However,</p> <p>(a) any failure to disapprove any work or Plant and Equipment shall not constitute approval, and shall therefore not prejudice the right of the Design-Build Engineer to reject the work or the Plant and Equipment; and</p> <p>(b) if the Operator questions any determination or instruction of an assistant, the Operator may refer the matter to the Design-Build Engineer, who shall promptly confirm, reverse or vary the determination or instruction.</p> <p>7.2.4 Instructions of the Design-Build Engineer</p> <p>(1) The Design-Build Engineer may issue to the Operator, at any time during the Design-Build Period, instructions which may be necessary for the execution of the Design-Build</p>	<p>Monitoring Engineer exercises a specified authority for which the Authority's approval is required then, for the purposes of the Contract, the Authority shall be deemed to have given approval.</p> <p>(5) Except as otherwise stated in the Contract</p> <p>(a) if the Project Monitoring Engineer carries out duties or exercises authority, specified in or implied by the Contract, the Project Monitoring Engineer shall be deemed to act for the Authority;</p> <p>7.2.3 Replacement of the Project Monitoring Engineer</p> <p>If the Authority intends to replace the Project Monitoring Engineer, the Authority shall, not less than 42 days before the intended date of replacement, give notice to the Project Proponent of the name, address and relevant experience of the intended replacement Project Monitoring Engineer. The Authority shall not replace the Project Monitoring Engineer with a person against whom the Project Proponent raises reasonable objection by notice to the Authority, with supporting particulars.</p>	
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	<p>Services and the remedying of any defects, all in accordance with the Contract. The Operator shall only take instructions from the Design-Build Engineer, or from an assistant to whom the appropriate authority has been delegated under GC Section 7.2.3. If an instruction constitutes a Change, GC Section 10.1 shall apply.</p> <p>(2) The Operator shall comply with the instructions given by the Design-Build Engineer or delegated assistant, on any matter related to the Contract. These instructions shall be given in writing.</p> <p>7.2.5 Replacement of the Design-Build Engineer</p> <p>If the Owner intends to replace the Design-Build Engineer, the Owner shall, not less than 42 days before the intended date of replacement, give notice to the Operator of the name, address and relevant experience of the intended replacement Design-Build Engineer. The Owner shall not replace the Design-Build Engineer with a person against whom the Operator raises reasonable objection</p>	<p>7.2.4 Determinations by the Project Monitoring Engineer</p> <p>(1) Whenever the Contract specifically provides that the Project Monitoring Engineer shall proceed in accordance with this GCC Section 7.2.6 to agree or determine any matter within its scope covered under GCC Section 7.2.2(1) , the Project Monitoring Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Project Monitoring Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>(2) The Project Monitoring Engineer shall give notice to the Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under GCC Section 1.9.</p> <p>7.3 Operations Monitoring</p> <p>7.3.1 Monitoring during the Operations Period</p> <p>This GCC Section 7.3 shall apply only during the Operations Period and the period of time immediately after the</p>	
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	<p>by notice to the Owner, with supporting particulars.</p> <p>7.2.6 Determinations by the Design-Build Engineer</p> <p>(1) Whenever the Contract provides that the Design-Build Engineer shall proceed in accordance with this GC Section 7.2.6 to agree or determine any matter, the Design-Build Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Design-Build Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>(2) The Design-Build Engineer shall give notice to the Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under GC Section 1.9.</p> <p>7.3 Operations Supervision</p> <p>7.3.1 Supervision during the New Operations Period</p>	<p>End Date solely for the purpose of resolving transition issues and any outstanding issues arising during the Operations Period.</p> <p>The role of Authority's Representative during the Operations Period is limited to the following: Perform the following functions</p> <ul style="list-style-type: none"> <li>(a) To monitor the Project Proponent continues to comply with Minimum Development Plan specified in Appendix 6;</li> <li>(b) To ensure that international safety standards and environmental aspects included in Final Concept &amp; Design and any amendment or modification thereto are followed and the Project Facilities are safe for use by the Public; and</li> <li>(c) To ensure that Environmental, Social, Health &amp; Safety (ESHS) Management Strategies and Implementation Plans and Code of Conduct are adopted by the Project Proponent on the Project.</li> <li>(d) Monitoring compliance with any standards</li> </ul>	
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		<p>This GC Section 7.3 shall apply only during the New Operations Period and the period of time immediately after the End Date solely for the purpose of resolving transition issues and any outstanding issues arising during the New Operations Period.</p> <p>7.3.2 The Owner shall appoint its Representative for supervision of the “Operations’ (Operations Engineer) during the O &amp; M period of 25 years in accordance with SCC clause 8.1.1 (1) (b).</p>	<p>applicable for operation of the Facility or adherence to operations manual</p>	
59	8.1.2	<p><b>Operator’s Representative</b></p> <p>(1)If the Operator’s representative is not named in the SCC, the Operator shall name its representative (the “Operator’s Representative”) no later than 14 days after the Effective Date and shall request the Owner to approve the proposed Operator’s Representative. If the Owner makes no objection to the proposed Operator’s Representative, the Operator’s Representative shall be deemed to have been approved.</p> <p>(2)If the Owner objects to the proposed Operator’s Representative before the expiration of 14 days after the proposal, the Operator shall</p>	<p><b>8.1.1 Project Proponent’s Representative</b></p> <p>(1) The Project Proponent shall name its representative (the “Project Proponent’s Representative”) no later than 14 days after the Effective Date</p> <p><b>8.2 Contractors / Subcontractors</b></p> <p>(1) Except as specifically provided in the Contract, the Project Proponent shall have the right to appoint contractors and sub-contractors by entering into necessary agreements for any EPC contract, operations &amp; maintenance contract, construction, or any other activity within the Scope of the</p>	<p>No Change. Clauses in the Bid Documents shall prevail</p>

	<p>propose a replacement no later than 14 days after receiving the Owner's objection and reasons for the objection and GC Section 8.1.2(1) shall apply to the proposed replacement.</p> <p>(3)The Operator's Representative shall represent and act for the Operator at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract by the Operator shall be given by the Operator's Representative, except as herein otherwise provided.</p> <p>(4)All notices, instructions, information, and other communications given by the Owner to the Operator under the Contract shall be given to the Operator's Representative as established pursuant to this GC Section 8.1.2.</p> <p>(5)The Operator shall not revoke the appointment of the Operator's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Operator shall appoint some other person as the</p>	<p>Project or matters connected therewith or incidental there to during Development &amp; Operation Periods.</p> <p>(2) The Project Proponent shall be responsible for the observance by contractors of the terms and conditions of the Contract and shall ensure that all relevant terms of the Contract are included in the Project Proponent's contracts with contractors.</p>	
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	<p>Operator's Representative, pursuant to the procedure set out in this GC Section 8.1.2.</p> <p>(6)The Operator's Representative may, subject to the approval of the Owner, which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Operator's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Design-Build Engineer.</p> <p>(7)Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GC Section 8.1.2(6) shall be deemed to be an act or exercise by the Operator's Representative.</p> <p>8.2Operator's Superintendence</p> <p>(1)Throughout the term of the Contract, the Operator shall provide all necessary superintendence to plan,</p>		
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	<p>arrange, direct, manage, inspect and test the Services.</p> <p>(2)Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications as set out in the SCC and of the operations to be carried out, including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents, for the satisfactory and safe execution of the Services.</p> <p>(3)The Operator’s Representative shall appoint a suitable person as construction or operations manager as applicable (the “Manager”). The Manager shall supervise all work done at the Site and Facility by the Operator and shall be present at the Site or Facility through normal working hours except when on leave, sick or absence connected with the proper performance of the Contract. Whenever the Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.</p> <p>8.3Operator’s Personnel</p> <p>(1)The Operator shall provide and</p>		
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	<p>employ on the Site for the performance of the Services such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract (the “Operator’s Personnel”). The Operator is encouraged to use local labour that has the necessary skills. The Operator shall provide all expertise needed to carry out the Services including the expertise listed in the Operator’s Expertise Appendix.</p> <p>(2)Unless otherwise provided in the Contract, the Operator shall be responsible for the recruitment, employment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.</p> <p>(3)The Operator shall be responsible for obtaining all necessary permits and visas from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the Country.</p> <p>(4)The Operator shall at its own expense provide the means of repatriation to all of its and its</p>		
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	<p>Subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Operator defaults in providing such means of transportation and temporary maintenance, the Owner may provide the same to such personnel and recover the cost of doing so from the Operator.</p> <p>(5)The Operator shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.</p> <p>(6)The Operator shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.</p>		
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	<p>8.4 Replacement of Operator's Personnel</p> <p>The Owner or Design-Build Engineer may require the Operator to remove and replace any member of the Operator's Personnel who,</p> <p>(a) persists in any misconduct or lack of care;</p> <p>(b) carries out duties incompetently or negligently;</p> <p>(c) fails to comply with any provision of the Contract including the Operator's ESHS commitments; or</p> <p>(d) persists in any conduct which gives the Owner reasonable cause to be dissatisfied with him or her.</p> <p>8.5 Subcontractors</p> <p>(1) The Operator shall not enter into any contract or contracts that will result in the Operator exceeding the maximum percentage of subcontracting permitted by the Owner in respect of the Design-Build Services and the Operations Services, as set out in the Bidding Documents.</p>		
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		<p>(2) Except with respect to the Subcontractors named in the Operator's Bid, the Operator shall not enter into a contract with any Subcontractor without the prior consent of the Owner.</p> <p>(3) The Operator shall be responsible for the observance by Subcontractors of the terms and conditions of the Contract and shall ensure that all relevant terms of the Contract are included in the Operator's contracts with Subcontractors.</p> <p>(4) Subcontracting by the Operator shall not relieve the Operator of any of its obligations under the Contract and the Operator shall be responsible for the acts, omissions and defaults of all Subcontractors, and the Subcontractors, employees, agents and sub- subcontractors, as fully as if they were acts, omissions or defaults of the Operator or the Operator's Personnel.</p>		
60	9.11	<p>Patent Indemnity</p> <p>9.11.1 Indemnity by Operator</p> <p>The Operator shall indemnify and hold harmless the Owner and its employees and officers from and</p>	Clause to be deleted	No Change. Clauses in the Bid Documents shall prevail

	<p>against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Owner may suffer as a result of any infringement or alleged infringement by the Operator, Subcontractors, or their employees, agents, or representatives, of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing.</p> <p>9.11.2 Notice of Claim</p> <p>(1) If any proceedings are brought or any claim is made against the Owner arising out of the matters referred to in GC Section 9.11.1, the Owner shall promptly give the Operator a notice thereof, and the Operator may at its own expense and in the Owner's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>(2) If the Operator fails to notify the Owner no later than 30 days after receipt of such notice that it intends</p>		
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		<p>to conduct any such proceedings or claim, then the Owner shall be free to conduct the same on its own behalf. Unless the Operator has so failed to notify the Owner no later than the 30 day period, the Owner shall make no admission that may be prejudicial to the defence of any such proceedings or claim.</p> <p>(3)The Owner shall, at the Operator’s request, give all available assistance to the Operator in conducting such proceedings or claim, and shall be reimbursed by the Operator for all reasonable expenses incurred in so doing.</p>		
61	9.11	<p>Functional Guarantees</p> <p>(1)The Operator guarantees that during the Tests and Inspection set out in DBSA Article 5, the Facility and all parts thereof shall attain the Functional Guarantees as required.</p> <p>(2)If, for reasons attributable to the Operator, the minimum level of the Functional Guarantees are not met either in whole or in part, the Operator shall at its cost and expense make any such changes, modifications or additions to the New Facility or</p>		Refer Sl No.46 of corrigendum no. 7

	<p>any part thereof as may be necessary to meet at least the minimum level of the Functional Guarantees. The Operator shall notify the Owner upon completion of the necessary changes, modifications or additions, and shall request the Owner to repeat the applicable Tests and Inspection until the minimum level of the Functional Guarantees has been met. If the Operator eventually fails to meet the minimum level of Functional Guarantees, the Owner may consider termination of the Contract, pursuant to GC Section 11.2.3.</p> <p>(3) If, for any reasons attributable to the Operator, the Functional Guarantees are not attained either in whole or in part, but the minimum level of the Functional Guarantees is met, the Operator shall, at the Operator's option, either</p> <p>(a) make such changes, modifications or additions to the New Facility or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Owner to repeat the Tests and Inspection; or</p> <p>(b) pay liquidated damages to the</p>		
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		<p>Owner in respect of the failure to meet the Functional Guarantees in accordance with the provisions of the Liquidated Damages.</p> <p>The payment of liquidated damages under GC Section 9.12(3) up to the limitation of liability specified in the SCC, shall completely satisfy the Operator's guarantees under GC Section 9.12(3), and the Operator shall have no further liability whatsoever to the Owner in respect thereof.</p>		
62	Article 10	<p>ARTICLE 10-CHANGE IN CONTRACT ELEMENTS</p> <p>10.1Change to the Design-Build Services</p> <p>(1)The Owner shall have the right to propose, and subsequently require, that the Design-Build Engineer order the Operator from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Design-Build Services (the "Change"), provided that such Change falls within the general scope of the Design-Build Services and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Design-Build Services and the</p>	<p>The Project Proponent at it's sole discretion may add or modify or innovate project features and facilities from time to time as per advancements available internationally and to achieve commercial viability of the Project. Provided that the Project Proponent shall ensure that such addition or modification or innovation, shall comply with the Minimum Development Plan stated in Appendix 6. In case due to improvisation / innovation in the Project technology, there is a material deviation from the Minimum Development Plan or area under Minimum Development Plan, the Project Proponent shall take the approval of the Authority before making any such change. For the avoidance of doubt, if any modification to Project has a material effect on</p>	Refer Sl No.47 of corrigendum no. 7

	<p>technical compatibility of the Change envisaged with the nature of the Design- Build Services as specified in the Contract.</p> <p>(2)The Operator may from time to time during its performance of the Contract propose to the Owner, with a copy to the Design-Build Engineer, any Change that the Operator considers necessary or desirable to improve the quality, efficiency or safety of the Design-Build Services. The Owner may at its discretion approve or reject any Change proposed by the Operator.</p> <p>(3)Notwithstanding GC Section 10.1.1(1) and 10.1.1(2), no change made necessary because of any default of the Operator in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Time for Completion.</p> <p>10.2Change in the Grant amount</p> <p>The Operator shall make no claim whatsoever for any adjustment in the agreed Grant amount during the Contract Period.</p>	<p>the safety of users, the same shall be subject to safety related certification in accordance with Applicable Laws and the procedure. For the avoidance of doubt, all modifications made hereunder shall comply with the Minimum Development Plan, Specifications and Standards prescribed in Final Concept &amp; Design, Applicable Laws and the provisions of this Contract.</p> <p>(1) Notwithstanding GCC Section 10.1.1(1) and 10.1.1(2), no change made necessary because of any default of the Project Proponent in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Time for Completion.</p> <p><b>10.1 Change in the Grant amount</b></p> <p>The Project Proponent shall make no claim whatsoever for any adjustment in the agreed Grant amount during the Contract Period.</p>	
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63	11.1.1 (1)	<p>11.1.1Suspension by the Owner</p> <p>(1) The Owner may request the Design-Build Engineer, as applicable, by notice to the Operator, to order the Operator to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Operator shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Site or New Facility, until ordered in writing to resume such performance by the Design-Build Engineer as applicable.</p>	<p>(1) The Authority may request the Project Monitoring Engineer, as applicable, by notice to the Project Proponent order the Project Proponent to suspend performance of any or all of its obligations under the Contract in the event of breach or non-compliance with Environmental, Social, Health &amp; Safety (ESHS) Management Strategies and Implementation Plans. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Project Proponent where agreeing with such notice, shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Site or Project Facilities, until ordered in writing to resume such performance by the Authority .</p> <p>(2) Upon the Project Proponent having cured the default within a period not exceeding 90 (ninety) days from the date of Notice of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Project Proponent under this Contract.</p>	Refer Sl No.48 of corrigendum no. 7
64	11.1.1 New Insertion		<p>At any time during the period of suspension under Clause 11.1.1(1), the Project Proponent may by notice require the Authority to revoke the suspension and issue a Termination Notice. The Authority shall within 15 (fifteen) days of receipt of such notice, terminate this Contract under and in accordance with this GCC ____ as if it is a Project Proponent Default under GCC Section 11.2.3(1).</p>	No Change. Clauses in the Bid Documents shall prevail

			Notwithstanding anything to the contrary contained in this Contract, in the event that suspension is not revoked within 180 (one hundred and eighty) days from the date of suspension hereunder or within the extended period, if any, the Contract shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Contract shall apply, mutatis mutandis, to such termination as if a Termination Notice had been issued by the Authority upon occurrence of a Project Proponent Default.	
65	11.1.2	<p>11.1.2 Suspension by the Operator</p> <p>(1) If, the Owner has,</p> <p>(a) failed to pay the Operator any sum due under the Contract within the period specified in the Contract;</p> <p>(b) failed to approve any invoice or supporting documents without just cause under the Contract; or</p> <p>(c) has committed a substantial breach of the Contract,</p> <p>the Operator may give a notice to the Owner that requires payment of such sum, with interest thereon as stipulated in GC Section 5.2(3) requires approval of an invoice or supporting documents, or specifies a</p>	<p>11.1.1 Suspension by the Project Proponent</p> <p>(1) If, the Authority has,</p> <p>(a) failed to pay the Project Proponent all or any instalment of the Grant due under the Contract within the period specified in the Contract;</p> <p>; or</p> <p>(b) has committed a substantial breach of the Contract,</p> <p>the Project Proponent may give a notice to the Authority that requires payment of such Grant, with interest thereon as stipulated in GCC Section 5.2(3) or specifies a breach &amp; requires the Authority to remedy the same, as the case may be.</p> <p>(2) If the Authority fails to pay the Grant required</p>	Refer Sl No.49 of corrigendum no. 7

	<p>breach &amp; requires the Owner to remedy the same, as the case may be.</p> <p>(2)If the Owner fails to pay the sums required by the Operator in accordance with GC Section 11.1.2(1) or fails to remedy the breach or take steps to remedy the breach no later than 14 days after receipt of the Operator’s notice, then the Operator may, upon giving 14 days’ notice to the Owner, suspend performance of all or any of its obligations under the</p> <p>Contract, or, in the case of the Design-Build Services, reduce the Operator’s rate of progress.</p> <p>(3)If the Operator is unable to carry out any of its obligations under the Contract for any reason attributable to the Owner, including the Owner’s failure to provide possession of or permission to access to the Site or other areas in accordance with GC Section 4.2, then the Operator may, upon giving 14 days’ notice to the Owner, suspend performance of all or any of its obligations under the Contract, or, in the case of the Design-Build Services, reduce the Operator’s rate of progress.</p>	<p>by the Project Proponent in accordance with GCC Section 11.1.2(1) or fails to remedy the breach or take steps to remedy the breach no later than 14 days after receipt of the Project Proponent’s notice, then the Project Proponent may, upon giving 14 days’ notice to the Authority, suspend performance of all or any of its obligations under theContract, or, in the case of the Development, reduce the Project Proponent’s rate of progress.</p> <p>(3) If the Project Proponent is unable to carry out any of its obligations under the Contract for any reason attributable to the Authority, including the Authority’s failure to provide possession of or permission to access to the Site or other areas in accordance with GCC Section 4.2, then the Project Proponent may, upon giving 14 days’ notice to the Authority, suspend performance of all or any of its obligations under the Contract, or, in the case of the Development , reduce the Project Proponent’s rate of progress.</p> <p>(4) If the Project Proponent’s performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Section 11.1.2, then the Time for Completion shall be extended in accordance with GCC Section</p>	
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		<p>(4)If the Operator’s performance of its obligations is suspended or the rate of progress is reduced pursuant to this GC Section 11.1.2, then the Time for Completion shall be extended in accordance with GC Section 2.3.4.</p> <p>(5)During the period of suspension, the Operator shall not remove from the Site or New Facility any Plant and Equipment, Operator's Equipment (Design-Build), Operator's Equipment (Operations), or any part of the New Facility, without the prior written consent of the Owner.</p>		
66	11.2.1	<p>11.2.1 Termination for Owner’s Convenience</p> <p>(1)The Owner may at any time terminate the Contract for any reason by giving the Operator a notice of termination that refers to this GC Section 11.2.1(1).</p> <p>(2)Upon receipt of the notice of termination under GC Section 11.2.1(1),</p> <p>(a)the Operator shall, either immediately or upon the date specified in the notice of termination,</p>	Clause to be deleted	No Change. Clauses in the Bid Documents shall prevail

	<p>(i) cease all further work, except for such work as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the Facility already executed, or any work required to leave the Site in a clean and safe condition;</p> <p>(ii) terminate all Subcontracts; and</p> <p>(iii) remove all 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) from the Site, repatriate the Operator's Personnel and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and</p> <p>(b) the Operator, subject to the payment specified in GC Section 11.2.2, shall,</p> <p>(i) deliver to the Owner the parts of the Facility executed by the Operator up to the date of termination; and</p>		
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	<p>(ii) deliver to the Owner all the Contract Records, including the Design-Build Documents, prepared by the Operator or its Subcontractors as at the date of termination.</p> <p>11.2.2 Payment upon Termination by the Owner for Convenience</p> <p>(1) Upon termination of this Contract pursuant to GC Section 11.2.1, the Owner shall make only the following payments to the Operator,</p> <p>(a) Debt Due and utilised as per the Financing Plan and as certified by Design-Build Engineer &amp; Operations Engineer</p> <p>(b) 100% of the Adjusted Equity</p> <p>(“Adjusted Equity” means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:</p> <p>(a) on or before Operational Acceptance the Adjusted Equity shall be a sum equal to the Equity funded</p>		
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	<p>in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;</p> <p>(b) from Operational Acceptance and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on Operational Acceptance shall be deemed to be the base (the “Base Adjusted Equity”) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following Operational Acceptance to the extent of variation in WPI occurring between Operational Acceptance and the Reference Date;</p> <p>(c) after the 4th (fourth) anniversary of Operational Acceptance, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.49% (zero point four nine per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of Operational Acceptance and the amount so arrived at shall be revised to the extent of variation in WPI occurring between Operational Acceptance and the</p>		
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		<p>Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made;</p> <p>(2)The Operator acknowledges that the only payments to be made to the Operator on termination by the Owner are set out in this GC Section 11.2.2. The Operator shall not make a claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract.</p>		
67	11.2.4	<p>11.2.4 Payment upon Termination for Operator’s Default</p> <p>(1)If the Contract is terminated pursuant to GC Section 11.2.3 and, subject to GC Section 11.2.4(2), the Operator shall not be entitled for any payment,</p>	<p>11.2.4 Payment upon Termination for Project Proponent’s Default</p> <p>(1) If the Contract is terminated pursuant to GCC Section 11.2.3 and, subject to GCC Section 11.2.4(2), the Authority shall pay the Project Proponent by way of Termination Payment, an</p>	Refer Sl. No 50 in Corrigendum 7

		<p>(2) If the Owner completes the Facility pursuant to GC Section 11.2.3(4), the cost of completing the Facility by the Owner shall be determined, and, if the sum that the Operator is entitled to be paid, pursuant to GC Section 11.2.4(1), plus the reasonable costs incurred by the Owner in completing the Facility, exceeds the Contract Price, the Operator shall be liable for such excess as follows;</p> <p>(a) if such excess is greater than the sums due the Operator under GC Section 11.2.4(1), the Operator shall pay the balance to the Owner; or</p> <p>(b) if such excess is less than the sums due the Operator under GC Section 11.2.4(1), the Owner shall pay the balance to the Operator.</p> <p>(3) The Parties shall agree in writing on the computation described in GC Section 11.2.4(2) and the manner in which any sums shall be paid.</p>	<p>amount equal to:</p> <p>90 (ninety) per cent of the Debt Due less Insurance Cover;</p> <p>Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% of such unpaid claims shall be included in the computation of Debt Due</p>	
68	11.2.5	<p>11.2.5 Termination by Operator</p> <p>(1) If,</p> <p>(a) the Owner has,</p>	<p>11.2.5 Termination by Project Proponent</p> <p>(1) If,</p> <p>(a) the Authority has,</p>	Refer Sl No 51 of the corrigendum no. 7

	<p>(i) failed to pay the Operator any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the corresponding Terms and Procedures of Payment Appendix, or commits a substantial breach of the Contract, the Operator may give a notice to the Owner that requires payment of such sum, with interest thereon as stipulated in GC Section 5.2(3), requires approval of such invoice or supporting documents, or specifies the breach and requires the Owner to remedy the same, as the case may be; and</p> <p>(ii) failed to pay such sum together with such interest, failed to approve such invoice or supporting documents or give its reasons for withholding such approval, failed to remedy the breach or take steps to remedy the breach no later than 14 days after receipt of the Operator's notice; or</p> <p>(b) the Operator is unable to carry out any of its obligations under the Contract for any reason attributable to the Owner,</p>	<p>(i) failed to release all or any instalment of Grant to the Project Proponent under the Contract within the specified period, failed to give uninterrupted and unobstructed possession of the land required for the Project free from all encumbrances &amp; charges or commits a material default in complying with any of the provisions of this Contract and such default has a Material Adverse Effect on the Project Proponent , or the Authority repudiates this Contract or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Contract the Project Proponent may give a notice to the Authority that requires payment of such sum, with interest thereon as stipulated in GCC Section 5.2(3), or specifies the breach and requires the Authority to remedy the same, as the case may be; and</p> <p>(ii) failed to release such Grant together with such interest, failed to remedy the breach or take steps to remedy the breach no later than 30 days after receipt of the Project Proponent's notice; or</p> <p>(b) the Project Proponent is unable to carry out any of its obligations under the Contract for any reason attributable to the Authority, including the Authority's failure to provide possession of or access to the Site or other areas,</p> <p>then the Project Proponent may give a notice to the</p>	
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		<p>including the Owner's failure to provide possession of or access to the Site or other areas,</p> <p>then the Operator may give a notice to the Owner thereof, and if the Owner has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach no later than 30 days after receipt of such notice, or if the Operator is still unable to carry out any of its obligations under the Contract for any reason attributable to the Owner no later than 30 days after receipt of the notice, the Operator may, by a further notice to the Owner referring to this GC Section 11.2.5(1), forthwith terminate the Contract.</p>	<p>Authority thereof, and if the Authority has failed to pay the outstanding sum, or to remedy the breach no later than 30 days after receipt of such notice, or if the Project Proponent is still unable to carry out any of its obligations under the Contract for any reason attributable to the Authority no later than 30 days after receipt of the notice, the Project Proponent may, by a further notice to the Authority referring to this GCC Section 11.2.5(1), forthwith terminate the Contract.</p>	
69	11.2.6	<p>Payment upon Termination by Operator</p> <p>If the Contract is terminated under GC Sections 11.2.5(1) or 11.2.5(2), the Owner shall pay to the Operator all payments specified in GC Section 11.2.2(1),.</p>	<p>Payment upon Termination by Project Proponent</p> <p>If the Contract is terminated under GCC Sections 11.2.5(1) or 11.2.5(2), the Authority shall pay to the Project Proponent</p> <p>by way of Termination Payment, an amount equal to:</p> <p>Debt Due;</p>	<p>Refer Sl No 52 of the corrigendum no. 7</p>

			<p style="text-align: center;">200% of the Adjusted Equity</p> <p>(“<b>Adjusted Equity</b>” means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “<b>Reference Date</b>”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:</p> <p>(a) on or before Operations Starting Date, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Financial Closure of the Project and the Reference Date;</p> <p>(b) from Operations Starting Date and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on Operations Starting Date shall be deemed to be the base (the “Base Adjusted Equity”) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following Operations Starting Date to the extent of variation in WPI occurring between Operations Starting Date and the Reference Date;</p> <p>(c) after the 4th (fourth) anniversary of Operations Starting Date, the Adjusted Equity hereunder shall be</p>	
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			<p>a sum equal to the Base Adjusted Equity, reduced by 0.49% (zero point four nine per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of Operations Starting Date and the amount so arrived at shall be revised to the extent of variation in WPI occurring between Operations Starting Date and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made.</p>	
70	New Insertion		<p>Termination Payment shall become due and payable to the Project Proponent within 15(fifteen) days of a demand being made by the Project Proponent in accordance with the provisions of the Contract to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 5% (five percent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.</p> <p>The Project Proponent expressly agrees that Termination</p>	No Change. Clauses in the Bid Documents shall prevail

			<p>Payment under this GCC shall constitute a full and final settlement of all claims of the Project Proponent on account of Termination of this Contract for any reason whatsoever and that the Project Proponent or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.</p> <p>Certain Limitations on termination Payment</p> <p>Termination payment, due and payable under this Contract shall be computed with reference to the Debt Due and Equity, as the case may be, in accordance with the provisions of this Contract. For avoidance of doubt, it is agreed that within a period of 60 (sixty) days from Operations Starting Date, the Project Proponent shall notify to the Authority, the Total Project Cost as on Operations Starting Date and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form basis of computing Termination Payment . The Parties further agree that in the event such disaggregation is not notified to the Authority, the Equity and Debt Due shall be arrived at by adopting the proportion between debt and equity as specified in the Financing Agreements. The Parties also agree that for the purpose of computing Termination Payment, the Debt Due shall at no time exceed 90% (ninety percent) of the Total Project Cost.</p>	
71	SCC 1.6.2 (3)	<p>Arbitration</p> <p>All disputes arising in connection with this contract shall be finally settled under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) by one or more</p>	<p>Arbitration</p> <p>All disputes arising in connection with this contract shall be finally settled under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) by one or more arbitrators appointed in accordance with the rules. However, if the Contract is with the domestic Project</p>	Refer Sl No 53 of the corrigendum no. 7

		arbitrators appointed in accordance with the rules. However, if the contract is with the domestic Operator, arbitration shall be conducted in accordance with the Arbitration & Conciliation Act 1996.			Proponent, arbitration shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 and any amendments thereto. The place of Arbitration shall be Mumbai, India. The proceedings shall be conducted in English language and the award shall be final and binding on the Parties. Each party shall bear its own cost of the Arbitration.			
72	Clause 5.2 of SCC	S.N	Milestone	Instalment of Grant to be disbursed	S.N	Milestone	Installment of Grant to be disbursed	Refer Sl No 54 of corrigendum no. 7
		1	On submission of Bank Guarantee after signing of the Contract agreement	5% of the total Estimated Project Cost subject to a maximum amount of INR 150 million. For this purpose, Estimated Project Cost = Investment proposed in the Operator's Bid from its own resources + Grant amount to be provided by				

			<p>the Owner (INR 520 million). Advance payment will be made in proportionate amounts of the currencies in which the Estimated Project Cost is denominated. The total amount of the Advance Payment expressed in equivalent INR (at the time of</p>	1	<p>On submission of Bank Guarantee after signing of the Contract agreement</p>	<p>5% of the Estimated Project Cost subject to a maximum amount of INR 150 million. For this purpose, Estimated Project Cost = Investment proposed in the Operator's Bid from its own resources + Grant amount to be provided by the Owner (INR 520 million).</p> <p>Advance payment will be made in proportionate amounts of the currencies in which the Estimated Project Cost is denominated.</p> <p>The total amount of the Advance Payment expressed in equivalent INR (at the time of payment) will be counted towards the payable Grant amount of INR 520 million.</p> <p>However, if the Operator has opted in its Bid in reference to ITB 3.12 (b) to receive the entire Advance payment in INR, the Owner will make payment accordingly following the provisions of ITB 5.4.</p>	
			<p>payment) will be counted towards the payable Grant amount of INR 520 million.</p> <p>However, if the Operator</p>				

			has opted in its Bid in reference to ITB 3.12 (b) to receive the entire Advance payment in INR, the Owner will make payment accordingly following the provisions of ITB 5.4.				
		2	On submission of Bank Guarantee after Environment Impact Assessment, Coastal Regulation Zone [CRZ] and Environment Clearance in accordance with Section	5% of the total Estimated Project Cost subject to a maximum amount of INR 150 million. Rest of the details appearing in the preceding entry at SN 1 shall apply.	2	after Environment Impact Assessment, Coastal Regulation Zone [CRZ] and Environment Clearance	5% of the Estimated Project Cost subject to a maximum amount of INR 150 million.
					3	Inception Report – covering details of land utilisation with GA drawings and layout for MRCI CUM OCEANARIUM Plan, method for animal procurement, Design & Construction schedule, Performance milestones etc. And Completion and approval of detail engineering designs and construction drawing with technical details. It shall also include details required for compliance Management Plan the project	20% of Grant amount in INR

			6.1, of Appendix 2A.			
		3	Inception Report – covering details of land utilisation with GA drawings and layout for MRCI CUM OCEANARIUM Plan, method for animal procurement, Design & Construction on schedule, Performance milestones etc. And Completio	10% of Grant amount in INR		
		4	Completion of the 10% of civil structures (Progress to be measured on the basis of milestones identified in the accepted Inception Report)		10% of Grant amount in INR	
		5	Completion of the 30% of civil structures (Progress to be measured on the basis of milestones identified in the accepted Inception Report referred to in SN 3 of this Table)		Balance Grant amount in INR	

			n and approval of detail engineering designs and construction drawing with technical details. It shall also include details required for compliance Management Plan the project			
		4	Completion of the 10% of civil structures (Progress to be measured on the basis of milestones identified in the accepted Inception	10% of Grant amount in INR		

			Report)			
		5	Completion of the 30% of civil structures (Progress to be measured on the basis of milestones identified in the accepted Inception Report referred to in SN 3 of this Table)	Balance Grant amount in INR		

73	SCC 9.6.1	<p>9.6.1 General Requirements for Insurances</p> <p>The Operator shall insure the exhibit animals, its employees and staff and visitors as detailed below, as well as the building infrastructure and facility including electro-mechanical instruments to cover all natural and manmade risks all through the contract period. The terms of insurance will be subject to approval from the Owner.</p> <p>The Insurance cover under this clause shall be as under and entire insurance premium/charges shall be borne by the Operator.</p> <ol style="list-style-type: none"> <li>1. Loss of human life – Rs. Twenty five Lacs per casualty</li> <li>2. Permanent Disability of human beings - Rs. Fifteen Lacs per casualty.</li> <li>3. Human Body Injury not resulting into permanent disability - Rs. Five Lacs</li> </ol> <p>Unless otherwise stated elsewhere in the Contract, the insurances specified in this Sub-Clause:</p> <p>(a) shall be effected and maintained by the Operator as insuring Party,</p> <p>(b) shall be in the joint names of the Parties,</p>	<p><b>9.6.1 General Requirements for Insurances</b></p> <p>The Project Proponent shall insure the exhibit animals (where the Project Proponent considers it practical to do so), its employees and staff and visitors as detailed below, as well as the building infrastructure and facility including electro-mechanical instruments to cover all natural and manmade risks all through the Contract Period. The nature and quantum of insurances will be decided by the Project Proponent.</p> <p>Unless otherwise stated elsewhere in the Contract, the insurances specified in this Sub-Clause:</p> <ol style="list-style-type: none"> <li>(a) shall be effected and maintained by the Project Proponent as insuring Party,</li> <li>(b) shall be in the joint names of the Parties,</li> <li>(c) shall be extended to cover liability for all loss and damage to the Authority's land (except things insured under Sub-Clause 9.6.4) arising out of the Project Proponent's performance of the Contract,</li> </ol>	Refer to Sl No 57 of corrigendum no. 7
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		(c) shall be extended to cover liability for all loss and damage to the Owner's property (except things insured under Sub-Clause 9.6.4) arising out of the Operator's performance of the Contract,		
74	SCC Clause 23	<p>Profit Sharing</p> <p>The Operator shall share with the Owner a proportion of the Profit (before tax) from the operation of the MRCI CUM OCEANARIUM and allied facilities - each year after completion of five years of operation during the remaining Operations period - and the said proportion shall be determined as under:</p> <p>Share of Profit before Tax to be paid to the Owner</p> <p>= Grant provided by the Owner ÷ Total Project Investment actually made by the Operator (as determined by the Owner in INR) for construction of the MRCI CUM OCEANARIUM and allied facilities – [using its own funds/resources and the Grant provided by the Owner]</p>	<p>Profit Sharing</p> <p>The Project Proponent shall share with the Authority a proportion of the Profit (before Tax) from the Operation of the MRCI CUM OCEANARIUM and allied Facilities - each year after completion of five years of operation during the remaining Operations Period - and the said proportion shall be determined as under:</p> <p>Share of Profit before Tax to be paid to the Authority = Profit (before Tax) from the operation of the MRCI CUM OCEANARIUM and allied Facilities x Grant provided by the Authority ÷ Total Project Investment actually made by the Project Proponent for Development of the MRCI CUM OCEANARIUM and allied Facilities – [using its own funds/resources and the Grant provided by the Authority]</p> <p>In the event loss is incurred by the Project Proponent in any year of the operation of the MRCI CUM OCEANARIUM and</p>	Refer to Sl No 58 of corrigendum no. 7

		<p>In the event loss is incurred by the Operator in any year of the operation of the MRCI CUM OCEANARIUM, it shall not pass on such loss to the Owner either directly or through set off against profits in the subsequent year(s) or any other 'dues' payable to the Owner.</p> <p>For the purpose of this Clause the Operator shall, on completion of the MRCI CUM OCEANARIUM and allied facilities, submit details of the total Project Investment actually made by it in various currencies for construction of the MRCI CUM OCEANARIUM and allied facilities from its own funds/resources and the Grant provided by the Owner - for verification by the Auditor appointed by the Owner. Similarly, all relevant records which will enable Auditor to verify figures of Profit earned from the operation of the MRCI CUM OCEANARIUM and allied facilities will be submitted by the Operator yearly or at a frequency advised by the Owner for verification by the Owner's Auditor.</p> <p>For the purpose of this Clause, Total Project Investment in INR will be determined by the Owner based on the verified figures of expenditure(s) incurred in various currencies by converting them into INR using the B. C. Selling Exchange rate as on the respective dates of payments made by</p>	<p>allied Facilities, it shall not pass on such loss to the Authority either directly or through set off against profits in the subsequent year(s) or any other 'dues' payable to the Authority.</p> <p>For the purpose of this Clause the Project Proponent shall, on completion of the MRCI CUM OCEANARIUM and allied Facilities, submit details of the total Project Investment actually made by it in various currencies for construction of the MRCI CUM OCEANARIUM and allied Facilities from its own funds/resources and the Grant provided by the Authority - for verification by a Practicing Chartered Accountant appointed by the Authority.</p> <p>The copies of audited financial statements comprising balance sheet, statement of profit and loss, cash flow statement along with schedules, notes and reports of Directors and Statutory Auditors thereon ("Audited Financial Statements"), duly approved and adopted by the Project Proponent shall be furnished to the Authority within 180 days of close of each accounting year to which they pertain</p> <p>For the purpose of this Clause, Total Project Investment in INR will be determined by the Authority based on the verified figures of expenditure(s) incurred in various currencies by converting them into INR using the B. C. Selling Exchange rate as on the respective dates of payments made by the Project Proponent for inputs to the Project Facilities, as published/declared by State Bank of India – main Branch at Ahmedabad/Gandhinagar.</p>	
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75	SCC Clause 24	<p>24. Transfer of MRCI CUM OCEANARIUM and Allied Facilities to Owner</p> <p>At the end of the Operations Period of 25 years, MRCI CUM OCEANARIUM and allied facilities will be transferred by the Operator to</p>	<p>Transfer of MRCI CUM OCEANARIUM and Allied Facilities to Authority</p> <p>At the end of the Operations Period of 25 years or any extension thereof, the MRCI CUM OCEANARIUM and allied Facilities will be transferred by the Project Proponent to the Authority on “AS IS WHERE IS RUNNING CONDITION” without any</p>	Refer to Sl No 59 of corrigendum no. 7

		the Owner without any compensation for the funds and resources invested by the Operator during design-build and Operations periods, duly ensuring compliance with the requirements specified in Article 6 of Appendix 2B – Operations Services Appendix.	compensation for the funds and resources invested by the Project Proponent during Development and Operations Periods.	
76	SCC Clause 25	<p>ESHS Management Strategies and Implementation Plans</p> <p>The Operator shall not commence Design-Build Services, including mobilization and/or pre-construction activities unless the Design-Build Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Operator shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Operator shall submit, on a continuing basis, for the Design-Build Engineer's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Operator's Environmental and Social Management Plan (O-ESMP). The O-ESMP shall be approved prior to</p>	<p>The Project Proponent shall not commence Development , including mobilization and/or pre- construction activities unless the Project Monitoring Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Project Proponent shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Final Concept &amp; Design and agreed as part of the Contract. . These Management Strategies and Implementation Plans and Code of Conduct collectively comprise the Project Proponent's Environmental and Social Management Plan (ESMP). The ESMP shall be reviewed, periodically (but not less than every six (6) months, and updated in a timely manner, as required, by the Project Proponent to ensure that it contains measures appropriate to address environmental, social, health and safety risks and impacts on the users and the Project..</p> <p>These provisions shall also apply during the Operations Period with such modifications as may be decided by the Project Proponent and approved by Authority on recommendation of project monitoring engineer.</p>	Refer to Sl No 60 of corrigendum no. 7

		<p>the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved O-ESMP shall be reviewed, periodically (but not less than every six (6) months, and updated in a timely manner, as required, by the Operator to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated O-ESMP shall be subject to prior approval by the Design-Build Engineer.</p> <p>These provisions shall also apply to the Operations Services during the Operations Period</p>		
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