

DEENDAYAL PORT AUTHORITY

MARINE DEPARTMENT

CORRIGENDUM

Name of work: Hiring 01 no. of Patrolling Boat with Manning & Maintenance for Security Patrolling of Kandla OTB on charter rate per day for the period of 7 years at Deendayal Port Authority.

Ref: Tender No. 04/2025

With reference to subject work, following conditions amended as below :-

Condition No.	Existing Condition	Amended as (applicable)
NIT, Section 6 (ii) of ITT, Section-IV, Form-13A	EMD shall be made through online payment mode in Bank A/c of Deendayal Port Authority at Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT OR Insurance Surety Bond for EMD as per Form 13-A	EMD shall be made through online payment mode in Bank A/c of Deendayal Port Authority at Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT Note: The Insurance Surrety Bond Form-13A for EMD is not applicable and removed.
Clause No. 34 (11) of Section-I & Form-18 of Part-II Of Section-IV	Successful Bidder can submit Insurance surety bond for Performance guarantee as per Form-18	The corrected Form No. 18 is attached.

All the other details remain unaltered.

Dy. Conservator
Deendayal Port Authority

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No)

Date.....

(Name of the Contract)

To:
The Board of Authorities of the Port of Kandla,
Deendayal Port Authority
A.O. Building, P.O. Box No. 50,
Gandhidham – Kutch.

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s. *[Contractor's Name]* with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to..... (*) of the said value of the aforesaid work under the Contract to the Employer.

We *[Name & Address of the Insurance Company]* having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till *[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any

exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed.....(*).....

ii) This Insurance Surety Bond shall be valid upto.....(+).....

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before(@)

Dated this day of.....20..... at

WITNESS

Signed for and on behalf of the Insurance Company

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

Notes:

1. (*) This sum shall be **Five percent (5%)** of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

(+) This date will be the date of issue of defect liability Certificate (if applicable).

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.