

DEENDAYAL PORT AUTHORITY

C O R R I G E N D U M & A D D E N D U M

Tender No. DC-06/2025: "Hiring of 04 Nos. 50/60 BP Tugs for Vadinar & Kandla for a period of 10 years"

Sr. No.	Page No.	Clause No.	As per Tender	As per corrigendum Now read as under
1	18	Clause no. 11 (viii) of Section-I	(viii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture	In case of Joint venture, the BG towards Performance security shall be provided by all partners in proportion to their participation in the tender. This amended clause shall supersede the existing clause wherever they are in variance.
02	25	Clause no. 14 of Section-II	PERFORMANCE SECURITY Addendum to clause no. 14 of Section-II	<p>J. The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:</p> <ol style="list-style-type: none"> 1) After the amount reaches half the annual value of the limit of retention money; and 2) After the amount reaches the maximum limit of retention money. One half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking- over certificate; if the taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the worker Final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability periods shall be the latest of such periods. <p>This addendum will supersede wherever it variants.</p>

03	36	Clause no. 29 of Section-III	<p>Force Majeure</p> <p>The contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to be extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor, such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wards or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>	Conditions beyond control of either parties like war, hostility, acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contracts shall be resumed as soon as practicable after such even has come to an end or ceased to exist. However, if such even continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party. This addendum will supersede wherever it variants.
04		Price Variation / Escalation	Addendum	The price variation / escalation is not applicable.
05		Conflict of Interest	Addendum	<p>Conflict of Interest :</p> <p>All bidders shall provide in Section -2 form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide</p>

				consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
06	Code of Integrity	Addendum		<p><u>Corrupt of Fraudulent Practices</u></p> <p>The Employer requires that Bidders/Suppliers / Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer: (a) Defines for the purpose of these provisions, the terms set forth below as follows :</p> <p>(I) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(II) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p>

Other details remain unaltered.



Deputy Conservator
Deendayal Port Authority