

DEENDAYAL PORT AUTHORITY

CORRIGENDUM-II & ADDENDUM

Tender No. DC-03/2025: "Hiring of 03 Nos. of Fire Tenders with Operation and Maintenance contract for a period of 03 Years".

| Sr. No. | Page No. | Clause No. | As per Tender | As per corrigendum Now read as under |
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| 01 | 11,12 & 26 | NIT, Section Condition No. 23(i) I | In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. 88230 only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD | The Sub-Class code may please be read as 84230 instead of 88230. Remaining terms & condition are unaltered. This condition will supersede where it variates. |
| 02 | 2, 9,30, 34, 80 | NIT, Clause No. 30 of Section-I, Clause No. 1(E) Section-IV, various forms, form-VIII-A, | JOINT VENTURE | JOINT VENTURE NOT ALLOWED. This condition will supersede where it variates. |
| 03 | 38 | Clause No. 6 of Section-V | <p>1) In this Clause "Force Majeure" means and exceptional event or circumstances,</p> <p>a) which is beyond party's (Employer or Contractor) control.</p> <p>b) which such party could not reasonably have provided against before entering into the contract.</p> <p>c) which, having arisen, such party could not reasonably have avoided or overcome.</p> <p>d) which is not substantially attributable to the other party.</p> <p>e) Force Majeure may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition above are satisfied.</p> <p>f) Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.</p> <p>g) War hostilities (whether war to be declared or not), invasion, act of foreign enemies.</p> <p>h) Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.</p> <p>i) Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub-contractor.</p> <p>j) Munitions of War, explosive materials,</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. |

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| | | | <p>ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity.</p> <p>k) The failure of the party to fulfill any of its obligations hereunder shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract</p> | |
| 04 | 48 | Performance Security clause no. 38 of Section-V | Addendum to clause no. 38 of Section-V | <p>1.1 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. |
| 05 | | Price escalation | Addendum | No Escalation of rate during the period of contract will be entertained. |

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| 06 | Conflict of Interest | Addendum | <p>Conflict of Interest: 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 consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.</p> |
| 07 | Code of Integrity | Addendum | <p>Corrupt or Fraudulent Practices 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 : "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 (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