

## DEENDAYAL PORT AUTHORITY

Name of work: Hiring of 10 Nos. of 32 Seater Non-Air Conditioned Diesel Buses, Model : Not older than 2020, alongwith Comprehensive Operation & Maintenance for transportation of persons inside and outside of Port Areas of Deendayal Port Authority for a period of 1 (one) year, extendable by 6 (six) months.

**Tender No. LB/WF/1166(Internal Bus)/2025**

### Addendum / Corrigendum – III

Sr. No.	Clause No. / Page No. of Tender	Existing Clause	Amended Clause
1.	Clause No. 12.2 of Section-II General Conditions of Contract at Page No. 32	<p><b><u>Variation in Quantities of Schedule-B</u></b></p> <p>During the contract period, DPA can reduce 2 No. of buses, for which no claim for any financial loss will be entertained by DPA. In case of reduction in No. of buses during the contract period, there will be reduction in Minimum Guaranteed Kilometers considering 4,000 Kilometers per reduced bus/per month.</p> <p>During the contract period, DPA can increase 2 No. of buses, whose model shall not be older than the year 2020 and the payment for these additional 2 Nos. of buses will be as per the existing terms and conditions and rate.</p>	<p>After commencement of work, no Buses will be reduced for a period of initial six months. Further, the DPA may issue a notice of not less than 30 days to reduce the Bus(es).</p> <p>For increase, the Contractor shall have to deploy the Bus(es), as per tender conditions, within a period of 30 days of the intimation from the DPA.</p>
2.	Clause No. 7 of Section-III Special Conditions at Page No. 43	Duly notarized copies of RC book of all 10 Nos. of the buses having ownership of all Buses in the name of the Contractor.	Duly notarized copies of RC Books of all 10 Nos. of Buses.
3.	Clause No. 10 of Section-III Special Conditions at Page No. 44	Before commencing the work, the contractor is required to submit the notarized copy of purchase invoices in respect of 10 Nos. of 32 seater buses purchased by the Contractor in his/her name for the work, failing which, no inspection of the Buses will be carried out and penalty of Rs. 10,000 per bus, will be imposed.	Before commencing the work, the Contractor is required to submit the notarized copies of RC books in respect of 10 Nos. of 32 seater buses (Model: Not older than 2020), complying with the specifications and terms & conditions of the tender documents.

			Out of these 10 Nos. of Buses, the Contractor should have ownership of not less than 5 Nos. of buses in his/her name; and if the Contractor does not own rest of 5 Nos. of buses, in his/her name, he/she should submit Memorandum of Understanding (as per enclosed <b>Annexure-A</b> ), duly notarized, by owner of such bus(es), appointing the Contractor as sole hirer to deploy the buses for execution of the work during the contract period including that of extended period, if any.
4.	Clause No. 13 of Section-III Special Conditions at Page No. 45-46	Escalation on account of Diesel Price	The clause provided in tender may be corrected to read, as per enclosed <b>Annexure-B</b> .
5.	Clause No. 4 a) of Section-V Scope of work and specifications of Bus Page No. 104	<b><u>SPECIFICATION OF BUSES:</u></b> The specification and body of the buses should be strictly as detailed in condition No. 8 of Section - V.	The Condition No. 8 may be corrected to read as Condition No. 9 at Page No. 109.

**Annexure-A**

**Memorandum of Understanding**

(to be executed on Non-judicial Stamp Paper worth Rs. 300/-)

This Memorandum of Understanding (MOU) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

BY AND BETWEEN :

\_\_\_\_\_ (Name of Bus Owner),  
office/residing at \_\_\_\_\_  
(hereinafter referred to as the "Owner", which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, and assigns) of the ONE PART.

AND

\_\_\_\_\_ (Name of  
Hirer/Contractor), having its office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "Contractor",  
which expression shall, unless repugnant to the context or meaning thereof, include their successors and permitted assigns) of the OTHER PART.

The Owner and the Contractor are individually referred to as a "Party" and collectively as "Parties".

Whereas :

- 1) The Owner is the legal owner of the bus(es) (hereinafter referred to as the "Vehicle") described, as under :-

Vehicle No. 1

- |                         |   |       |
|-------------------------|---|-------|
| a) Registration No.     | : | _____ |
| b) Maker's Name         | : | _____ |
| c) Month & Year of Mfg. | : | _____ |
| d) Seating capacity     | : | _____ |

- 2) The Contractor is awarded with the work of "Hiring of 10 Nos. of 32 Seater Non-Air Conditioned Diesel Buses, Model not older than 2020, alongwith Comprehensive Operation & Maintenance for transportation of persons inside and outside Port Areas of Deendayal Port Authority for a period of 1 (one) year, extendable by 6 (six) months" by the Deendayal Port Authority.
- 3) The Contractor, therefore, requires to deploy the Vehicle(s), mentioned above, for execution of the said work for a period of one year from \_\_\_\_\_, which is extendable upto further period of six months.
- 4) The Owner has agreed to hire out and provide the Vehicle(s) on a hire basis to the Contractor for the period, included that of extended period, mentioned above and on the hire charges and terms & conditions specified separately by and between the Owner and the Contractor.

- 5) The Owner hereby appoints the Contractor as sole hirer to deploy the Vehicle(s) for execution of the said work during the contract period including that of extended period, if any, mentioned above.
- 6) The Owner and Contractor hereby agree to indemnify, protect, defend and hold harmless, at their own cost, the Deendayal Port Authority, its officers, employees, and agents from and against any/all actions, claims, losses, demands, suits or proceedings arising out of, or relating to :-
  - i) any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
  - ii) any accident, death or injury to any person, including passengers, staff, or third parties, caused by the operation or maintenance of the Vehicle(s) during the contract period.
  - iii) Any damage, loss or destruction of property belonging to the Deendayal Port Authority or any third party.
  - iv) Any breaches of statutory obligations, including but not limited to the Motor Vehicles Act, 1988, local traffic laws, and passenger safety protocols.
  - v) Any negligence or willful misconduct of the driver(s) or personnel employed by the Owner/Contractor.
- 7) The Owner and Contractor hereby undertakes that, in the event of any claim or demand, mentioned in Clause (6) above, the Deendayal Port Authority shall not be responsible for any compensation; and the Owner and Contractor shall solely bear all liabilities and costs associated with such incidents.

In witness whereof, the parties hereto have signed this Memorandum of Understanding on the day and year first above written.

For and on behalf of Owner

\_\_\_\_\_  
\_\_\_\_\_

For and on behalf of Contractor

\_\_\_\_\_  
\_\_\_\_\_

## **Annexure-B**

Name of work: Hiring of 10 Nos. of 32 Seater Non-Air Conditioned Diesel Buses, Model : Not older than 2020, alongwith Comprehensive Operation & Maintenance for transportation of persons inside and outside of Port Areas of Deendayal Port Authority for a period of 1 (one) year, extendable by 6 (six) months.

[Refer Pre-Bid Clarification Sr. No. 2 (c)]

### **Clause No. 13 at Page Nos.45-46 of Tender:**

Escalation on account of Diesel Price only shall be applicable as under :

Escalation is admissible on account of diesel price on and from the day of commencement of the contract.

After three months of the contract, increase or decrease in hire charges due to variation in fuel rates will be worked out and paid only when the variation to base rate is above 5%.

Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula.

Variation due to increase or decrease in diesel price during the quarter = (Average revised rate per liter during the applicable quarter – Base rate per liter)

(a) Escalation = (Variation in Rs. In price of fuel per liter x Total actual Kms. Run in the quarter) / Average Kms. Per liter.

(b) De-escalation = (Variation in Rs. In price of fuel per liter x Total actual Kms. Run in the quarter) / Average Kms. Per liter.

(Note: The base rate of Diesel would be fuel price per liter. The average KMPL is considered as 5 KMs per one liter of diesel.)

If there is decrease in fuel price, the formula will indicate negative figure which means the deduction shall be done from the bill)

The review for change in hire charges due to change in fuel rates shall be effected at the end of quarter, irrespective of start of contract, i.e. on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December. The average of price variation during the applicable quarter will be considered for the purpose of fuel escalation.

**For example**, the base rate of diesel is Rs. 90.00 as on 01.10.2025 and the contract period commences from 01.01.2026. Considering the scenario of change in the rate of diesel, the average diesel rate increase is illustrated, as under :-

Year	Qtr.	Date from	Date to	Actual rate	Base rate	Increase/Decrease	No. Of days	Amt.
2026	I	01.01.26	22.02.26	94.00	90.00	4	53	212
		23.02.26	16.03.26	92.10	90.00	2.10	22	46.20
		17.03.26	22.03.26	89.50	90.00	<b>- 0.50</b>	<b>06</b>	<b>-3.0</b>
		23.03.26	31.03.26	93.50	90.00	3.50	09	31.50
							<b>90</b>	<b>286.70</b>
Average increase in the diesel rate during the quarter							<b>Rs. 3.18 (*)</b>	

(\*) Less than 5%; hence, not payable.

The escalation in diesel rate will be allowed on actual kilometres run during the quarter.

The change in hire charges, if any, due to escalation/de-escalation shall be applicable from the date of commencement of the contract. Base Rate of fuel would be fuel price prevailing as on last date of submission of tender, including extension, if any.