

DEENDAYAL PORT AUTHORITY

HARBOUR DIVISION

ADDENDUM – II

Name of Work : TWO YEARS MAINTENANCE CONTRACT FOR RAILWAY TRACK LEADING TO TUNA FROM 0 TO 11 KM DPA LINE (TAKE OFF POINT AT 2.573KM AT GIM YARD TO 13.54KM) INCLUDING LC-1, LC-2 (FROM 2026-28)

Ref: (1) BID No: - HD-29/25
(2) Uploaded Addendum – I

With reference to the subject tender, the following changes are as under;

1. Wherever in tender clauses of **Similar work criteria** for “**successfully completed similar work**” mentioned is read as “**successfully completed or substantially completed similar works**”.
2. Wherever in tender clauses with respect to **Performance Security** is now read as under;
 - In case of JV, the BG towards performance security shall be provided by all partners in proportion to their participation
 - *In addition to performance security (usually five percent), contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/interim payment) to be withheld as security deposit/retention money until final acceptance. The earnest money instead of being released may form part of the security deposit.*
 - *The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptance to the procuring entity at the following stages;*
 - (i) *After the amount reaches half of the value of the limit of retention money and*
 - (ii) *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 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 work or final payment, whichever is earlier on certification by the engineer. In the event of different applicable to different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.*
3. Wherever in tender clauses with respect to **Force Major** is now read as “**Force Majeure (FM)** – conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure, 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 contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However,

if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party."

4. Wherever in tender clauses with respect to **Conflict of Interest** is now read as "**Conflict of Interest** – participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain."
5. Wherever in tender clauses to **Corrupt or Fraudulent Practices** is now read as under;

Code of integrity for public procurement – Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts.

- (i) "Corrupt practice: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- (ii) "Fraudulent practice: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- (iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive, bid rigging or anti-competitive arrangement or any other practice coming under the purview of the competition act, 2002 between two or more bidders, with or without the knowledge of the procuring entity that may impair the transparency, fairness and the progress or to establish bid prices at artificial non-competitive levels;
- (iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain and
- (vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigations or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigations or from pursuing the investigations or by impeding the procuring entity's rights of audit or access to information.

All the other details remain unaltered.



**Executive Engineer (C-I)
Deendayal Port Authority**