

# **DEENDAYAL PORT AUTHORITY**

## **ADDENDUM - IV**

**Subject: APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7**

**Ref:** Tender no.: P-02/2025

Reference to subject Tender, please find the following:

- i. Authority' Clarification to the query of the Bidders**
- ii. Annexure-I for the amended Bidding Schedule with extended bid due date**
- iii. Annexure-II for Layout of Existing Jetty**

All the other details remain unaltered.

**Sd/-  
Executive Engineer (Project)  
Deendayal Port Authority**

**Sub: APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7**

Tender Notice No.: P-02/2025

Pre bid meeting: 11/02/2025 @ 15:00 Hrs

**Response to Queries**

<b>SNo</b>	<b>Clause No.</b>	<b>P No</b>	<b>Query</b>	<b>Response to Queries</b>
1	Section-II, Instructions to Bidder; Clause 2.5.	12	Bidder requests Client to accept the EMD of Rs. 36,750/- in the form of Bank Guarantee also as it is most common and general industry practice.	Tender Condition holds good.
2	Section-II, Instructions to Bidder; Clause 2.6.1.1	14	Bidder, being a Central PSU under the ministry of Petroleum & Natural Gas, has issued a Sub-delegation of Power for signing of Proposals/Pre-bid agreements/ Contracts etc. on behalf of Engineers India Limited to “Mr. Devender S. Garg, Assistant General Manager (Marketing & Business Development)”, authorised signatory. The PoA of Mr. Devender S. Garg is enclosed for perusal. Client is requested to accept the same in place of Form-4.	In case of PSUs, Order for Delegation of Power supported by copy of the Board Resolution may be accepted in place of Form-4 provided it confers signatory power to the designated individual as per our Power of Attorney format.
3	Section-V, GCC; Clause 5.1.1 (b)	22	Bidder requests client accept to the Performance Guarantee of 10% (5%+5%) in the form of BG in place of Retention money from the RA Bills. Client to confirm.	The original clause no.5.1.1 (a & b) Pg.22 is amended as under:  5.1.1 The Successful Bidder shall be required to submit a Performance Security constituting/amounting to 5% of the Contract Price. Performance Guarantee (P.G.) amounting to 5% of the Contract Price, to be submitted in the form of a Bank Guarantee/ FDR/ Digital mode of payment issued from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Gandhidham, Kutch, Gujarat, or in the form of Electronic mode within 21 days from the date of receipt of Letter of Acceptance.  The Performance security in the form of Bank Guarantee/ FDR/ Digital mode of payment shall be returned to the Successful Bidder within 14 days from the completion of Contract period.  Failure of successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of Bid Security

				(i.e., EMD) and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.
4	Section-V, GCC; Clause 5.3	22	Bidder requests client to limit the Liquidated Damages subject to maximum of 5% of the contract price. Client to confirm.	Tender Condition holds good.
5	Section-V, GCC; Clause 5.10	24	Sub-clause 5.10.1.1 (e) is missing whereas it is referred in the heading clause "at least five (5) calendar days' written notice in case of the event referred to in (e)" Client is requested to provide the clarification w.r.t. sub-clause 5.10.1.1 (e)	The line " <i>at least five (5) calendar days' written notice in case of the event referred to in (e)</i> " stands DELETED.
6	Section-V, GCC; Clause 5.10.1.1 (c)	24	Bidder requests to modify the clause as follows: "If the Consultant fails to comply with any final decision reached as a result of arbitration AMRCD proceedings." Client to confirm	Tender Condition holds good.
7	Section-V, GCC; Clause 5.10.4 (c	24	Bidder requests to modify the clause as follows: "If the Authority fails to comply with any final decision reached as a result of arbitration AMRCD." Client to confirm	Tender Condition holds good.
8	Section-V, GCC; Clause 5.11.3	25	Bidder request Client to replace the Clause No: 5.11.3 with the following Clause: <i>"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs), Port Trusts inter se and also between CPSEs. and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties."</i> Client to confirm.	Tender Condition holds good.
9	<b>Section-V, GCC; Clause 5.10.4 (b);</b>	25	Force majeure is one of the grounds for termination by consultant, but the definition of "force majeure" has not been defined. Bidder requests Client to add the definition of "Force Majeure" as follows:	New Clause for <b>Force Majeure</b> added at clause no. 5.16 of the tender which is as under:  <b>5.16 Force Majeure</b> 5.16.1 Definition

		<ul style="list-style-type: none"> <li>• <i>Any delay in or failure of performance by either party to this contract, shall not constitute default hereunder or give rise to any claims for damages/ compensation against said party if and to the extent caused by matters beyond the control of said party, including, but not limited to, acts of God, general strikes or other concerned acts of workmen, lockouts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather, civil commotion and epidemics/pandemics.</i></li> <li>• <i>Both parties shall keep a record of circumstances referred to above which are responsible for causing delays in the execution of the services and shall give notice to the other party of any such cause as soon as it occurs. An event of Force Majeure where so ever it occurs, provided it affects either party in fulfilling its obligations under this contract, will justify the affected party's claim of Force Majeure. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for one month, the parties shall consult with each other regarding the future execution of the contract and if no satisfactory solution is arrived at between the parties within a period of two months, either party shall have the right to terminate this contract.</i></li> </ul> <p>Client to Confirm.</p>	<ul style="list-style-type: none"> <li>(a) For the purposes of this Agreement, “<b>Force Majeure</b>” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</li> <li>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.</li> <li>(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</li> </ul> <p>5.16.2 No breach of Agreement The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an 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 the terms and conditions of this Agreement.</p> <p>5.16.3 Measures to be taken</p> <ul style="list-style-type: none"> <li>(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove</li> </ul>
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				<p>such Party's inability to fulfil its obligations hereunder with a minimum of delay.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <p>(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.</p> <p>5.16.4 Extension of time Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>5.16.5 Payments During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.</p> <p>5.16.6 Consultation Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
10	New Clause		<p>Bidder requests Client to add the following clause in the Tender regarding "Limitation of Liability":</p> <p><i>"Consultant's overall liability under this proposal for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be</i></p>	<p>New Clause for <b>Liability of the Consultant</b> added at clause no. 5.17 of the tender which is as under:</p> <p><b>5.17 Liability of the Consultant</b></p>

			<p><i>limited to providing corrective services without any additional cost to Client, for any faulty services arising due to reasons solely attributable to consultant, i.e. error or omission in the technical work/ services performed by consultant in respect of consultant's scope of services, provided that no such liability shall lie two months after the date of completion of consultant's services as defined under this proposal. Consultant shall have no other guarantees, warranties &amp; liabilities except as specifically mentioned in this proposal. Nothing in this proposal shall be construed to have imposed any liability on consultant, for defects or otherwise, if consultant has to depend on data, process, technical information provided by Client and/or by others on behalf of Client and if any part or parts thereof are found to be misleading, inaccurate, incomplete, unsatisfactory or deficient for any reason or circumstances beyond consultant's control."</i></p> <p>Client to Confirm.</p>	<p>5.17.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>5.17.2 The Consultant shall, subject to the limitation specified in Clause 5.17.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p> <p>5.17.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds (a) the Agreement/Contract Value, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 5.18.2, whichever of (a) or (b) is higher.</p> <p>5.17.4 This limitation of liability specified in Clause 5.17.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p>
11	SECTION-III SCOPE OF WORK /TERMS OF REFERENCE (TOR) 3.1 SCOPE OF THE WORK:	19	<p>We understand the Authority to list the inputs that will be shared to successful bidder as project input data for the proposed scope of work. We minimum require the following details for working:</p> <ol style="list-style-type: none"> <li>1. Overall picture/ layout of the jetty and site.</li> <li>2. Proposed location of the Mooring Jetty and the nearest shore point on which the Link Span will be connected</li> <li>3. Bathymetry data.</li> <li>4. Geotechnical investigation report.</li> <li>5. Other site data</li> </ol>	<p>Available Data will be Shared with the successful Bidder. However, any additional details required for the project, the same shall be arranged by the Consultant at his own cost.</p>

12	SECTION—III SCOPE OF WORK /TERMS OF REFERENCE (TOR) 3.1 SCOPE OF THE WORK:	19	We request the Authority to kindly confirm that all the required investigations and measurement as required for the project will be shared to the successful bidder.	Available Data will be Shared with the successful Bidder. However, any additional details required for the project, the same shall be arranged by the Consultant at his own cost.
13	SECTION—III SCOPE OF WORK /TERMS OF REFERENCE (TOR) 7.Mooring Arrangements: - Specify mooring arrangements, including bollards or other suitable mechanisms, to secure 10m LOA mooring boats effectively.	19	We understand that mooring analysis is not part of bidder's scope of work. We request the Authority to kindly confirm.	It is clarified that the bidder shall be responsible for conducting the mooring analysis as part of the overall design and engineering scope. The bidder is expected to propose suitable mooring mechanisms in compliance with relevant standards.
14	SECTION—III SCOPE OF WORK /TERMS OF REFERENCE (TOR) 6. Connecting Platform to Jetty: - Design a connecting platform to link the floating pontoon with the existing jetty, considering safety, accessibility, and	19	We request the Authority to kindly confirm that the link span be used only for a walkway purpose or will it be used for any material transportation.	The primary purpose of the linkspan is to serve as a walkway.

	structural integrity.			
15	SECTION–III SCOPE OF WORK /TERMS OF REFERENCE (TOR) 4. Concept Design - Generate conceptual designs for the floating platform, integrating seamlessly with the existing jetty, and emphasizing functionality, aesthetics, adaptability.	19	As the present jetty is a concrete jetty duly supported by piles, we understand that some additional piles to be designed to tie the mooring vessel berthing pontoon (which will help in position keeping). We understand that the Authority will not have any objection.	Upon submission of the concept plan/design along with the alternatives, if any, the Authority will assess the same and will give its views thereon.
16	SECTION–III SCOPE OF WORK /TERMS OF REFERENCE (TOR) 3.1 SCOPE OF THE WORK:	19	We request the Authority to kindly confirm that there are other scattered dolphins as well.	The layout of the existing jetty is kept at <b>Annexure-II</b> .
17	SECTION–III SCOPE OF WORK /TERMS OF REFERENCE (TOR) 10. Proof Checking: The design, layout shall be proof checked by any IITs or NITs, and	19	We understand that the proof checking will be done only to the finalised option that was agreed/ accepted by the Authority. We request the Authority to kindly confirm our understanding	The understanding is correct.



	the cost for the same shall be borne by the consultant			
18	5.5 MODE & RELEASE OF PAYMENT AND TIMELINE OF DELIVERABLES 2. Conceptual Report: 15% 3. Approval of the Draft Design Base Report: 50% 4. Final Report including all other submissions as per scope of work : 35%	12	We request the Authority with the following payment terms: 1. Mobilisation payment: 15% 2. Conceptual Report: 25% 3. Approval of the Draft Design Base Report: 35%. 4. Final Report including all other submissions as per scope of work: 25%	Tender Conditions holds good.
19	2.25 No Sub-Consultancy is permitted for the Assignment	18	We request you to kindly remove this clause, as part of geotechnical investigation and some analysis, we seek expertise of our regular sub-consultants. We further confirm that all the works mentioned in the ToR will not be completely outsourced to any sub consultant on back-back basis.	Tender Conditions holds good.
20	Form No.04 POWER OF ATTORNEY (On a Stamp Paper of relevant value)	34	We will be submitting Board Resolution as supportive document for Authorized Signature from Bidder organization as against submission of Power of Attorney. If Authority still insists submission of Power of Attorney, kindly confirm the amount of stamp paper in which Power of Attorney to be submitted.	Board Resolution may be accepted provided it confers signatory power to the designated individual as per our Power of Attorney format and is certified by a Director.
21	General Limitation of Liability		We request the Authority to limit the overall limitation of liability of the consultant to 10% of the consultant agreement amount.	Kindly refer response to query at sr. no. 10.
23	Details about E Tender: Last Date & Time for Receipt of	06	We request the Authority to kindly extend the due date of submission by two weeks post reply to pre bid queries for this tender.	Kindly refer the revised schedule at <b>Annexure-I</b> .

	Bids online: 25/02/2025 @15:00 Hrs.			
24	General		It was understood that Bathymetry Survey details, Geotechnical Investigation details and Proposed Location will be provided by Deendayal Port Authority.  <b>Please confirm</b>	Available Data will be Shared with the successful Bidder.
25	Clause 2.24 CONFLICT OF INTEREST	17	ENTIRE CLAUSE IS AMENDED	<p><b>2.24 CONFLICT OF INTEREST:</b></p> <p>2.24.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “<b>Conflict of Interest</b>”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. (Form-1)</p> <p>2.24.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.</p> <p>2.24.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-1 below. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:</p>

				<p>a. the Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.24.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis;</p>
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				<p>provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or</p> <ul style="list-style-type: none"><li>b. a constituent of such Applicant is also a constituent of another Applicant; or</li><li>c. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or</li><li>d. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or</li><li>e. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or</li><li>f. there is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or</li><li>g. a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.24.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project,</li></ul>
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				<p>and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or</p> <p>h. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.</p> <p>For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect</p>
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				<p>to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.</p> <p>2.24.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.</p> <p style="text-align: center;"><b>SCHEDULE-1</b> <i>(See Clause 2.24.3)</i></p> <p style="text-align: center;"><b>Guidance Note on Conflict of Interest</b></p> <ol style="list-style-type: none"> <li>1. This Note further explains and illustrates the provisions of Clause 2.24 of the RFP and shall be read together therewith in dealing with specific cases.</li> <li>2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.</li> <li>3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the</li> </ol>
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				<p>situations that would involve conflict of interest are identified below:</p> <ul style="list-style-type: none"> <li>(a) Authority and consultants: <ul style="list-style-type: none"> <li>(i) Potential consultant should not be privy to information from the Authority which is not available to others;</li> <li>(ii) potential consultant should not have defined the project when earlier working for the Authority;</li> <li>(iii) potential consultant should not have recently worked for the Authority overseeing the project.</li> </ul> </li> <li>(b) Consultants and concessionaires/contractors: <ul style="list-style-type: none"> <li>(i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or</li> <li>(ii) no consultant should be involved in owning or operating entities resulting from the project; or</li> <li>(iii) no consultant should bid for works arising from the project.</li> </ul> </li> </ul> <p>The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.</p> <p>4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.</p> <p>5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from</p>
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				<p>one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.</p> <p>6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.</p> <p>7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.</p> <p>8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.</p>
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26	Clause 5.1.3	22	The specimen Form at Bank Guarantee is given in Form No 9.	The specimen Form at Bank Guarantee is given in Form No 7.
27	Clause 5.18 Insurance to be taken out by the Consultant		NEW CLAUSES ADDED IN THE TENDER	<p><b>5.18 Insurance to be taken out by the Consultant</b></p> <p>5.18.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.</p> <p>(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.</p> <p>(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.</p> <p>(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a</p>

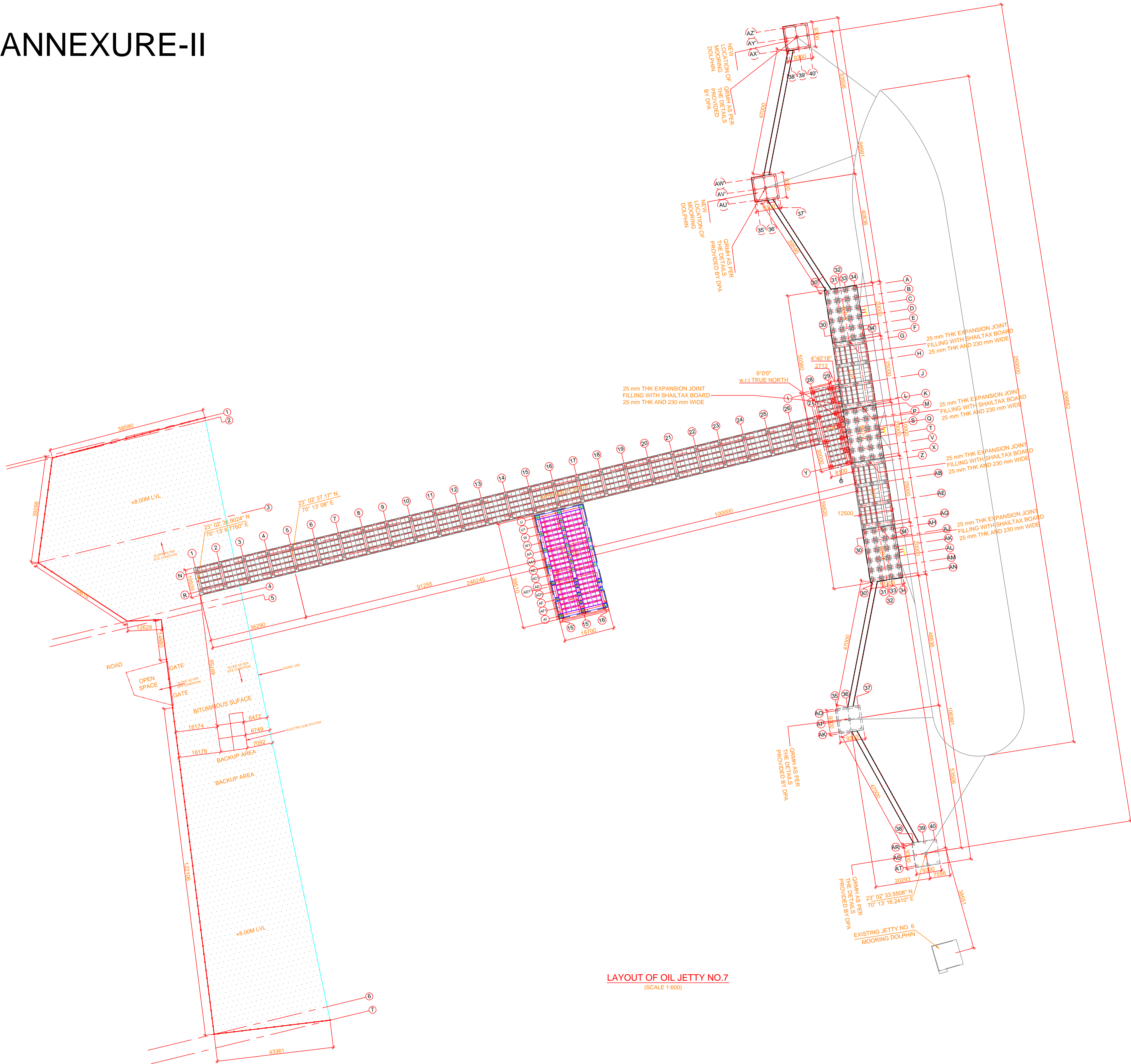
				<p>general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.</p> <p>5.18.2 The Parties agree that the risks and coverages shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;</li> <li>(b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and</li> <li>(c) professional liability insurance for an amount no less than the Agreement Value.</li> </ul> <p>The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the Agreement Value/Contract Price.</p>
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## **ANNEXURE-I**

Reference to subject Tender, the following dates have been rescheduled:

<b>SrNo.</b>	<b>Particulars</b>	<b>Scheduled Date &amp; Time</b>	<b>Amended Date &amp; Time</b>
4.	Bid Submission End Date/Bid Due Date	25/03/2025 @15:00 Hrs	<b>03/04/2025 @15:00 Hrs</b>
5	Tender Opening Date a)Technical Cover	25/03/2025 @16:00 Hrs.	<b>03/04/2025 @16:00 Hrs.</b>

# ANNEXURE-II



LAYOUT OF OIL JETTY NO.7  
(SCALE 1:600)

# **DEENDAYAL PORT AUTHORITY**

## **ADDENDUM - V**

**Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM**

**Ref: TENDER No. P-01/2025**

Reference to the subject Tender, the following dates have been rescheduled:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Scheduled Date &amp; Time</b>	<b>Amended Date &amp; Time</b>
3.	Bid Document Download End Date	18/03/2025 @ 15:00 Hrs	<b>25/03/2025 @ 15:00 Hrs</b>
5.	Replies to Pre-Bid Queries	12/03/2025 @ 15:00 Hrs	<b>22/03/2025 @ 15:00 Hrs</b>
7.	Bid Submission End Date	18/03/2025 @ 15:00 Hrs	<b>25/03/2025 @ 15:00 Hrs</b>
8	Tender Opening Date a) Technical Cover	18/03/2025 @ 16:00 Hrs.	<b>25/03/2025 @ 16:00 Hrs.</b>

All the other details remain unaltered.

Sd-  
**Executive Engineer (Project)**  
**Deendayal Port Authority**

# **DEENDAYAL PORT AUTHORITY**

## **ADDENDUM - III**

**Subject: APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7**

**Ref: TENDER No. P-02/2025**

Reference to the subject Tender, the following dates have been rescheduled:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Scheduled Date &amp; Time</b>	<b>Amended Date &amp; Time</b>
3.	Replies to Pre-Bid Queries	13/03/2025 @ 15:00 Hrs	<b>22/03/2025 @ 15:00 Hrs</b>
4.	Bid Submission End Date	18/03/2025 @ 15:00 Hrs	<b>25/03/2025 @ 15:00 Hrs</b>
5.	Tender Opening Date a) Technical Cover	18/03/2025 @ 16:00 Hrs.	<b>25/03/2025 @ 16:00 Hrs.</b>

All the other details remain unaltered.

Sd/-  
**Executive Engineer (Project)**  
**Deendayal Port Authority**

# DEENDAYAL PORT AUTHORITY

## ADDENDUM - II

**Subject: APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7**

**Ref: TENDER No. P-02/2025**

Reference to the subject Tender, the following dates have been rescheduled:

Sr. No.	Particulars	Scheduled Date & Time	Amended Date & Time
3.	Replies to Pre-Bid Queries	04/03/2025 @15:00 Hrs	13/03/2025 @15:00 Hrs
4.	Bid Submission End Date	11/03/2025 @15:00 Hrs	18/03/2025 @15:00 Hrs
5.	Tender Opening Date a) Technical Cover	11/03/2025 @16:00 Hrs.	18/03/2025 @16:00 Hrs.

All the other details remain unaltered.

  
**Executive Engineer (Project)**  
**Deendayal Port Authority**

# DEENDAYAL PORT AUTHORITY

## ADDENDUM - I

**Subject: APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7**

**Ref: TENDER No. P-02/2025**

Reference to the subject Tender, the following dates have been rescheduled:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Scheduled Date &amp; Time</b>	<b>Amended Date &amp; Time</b>
3.	Replies to Pre-Bid Queries	18/02/2025 @15:00 Hrs	04/03/2025 @15:00 Hrs
4.	Bid Submission End Date	25/02/2025 @15:00 Hrs	11/03/2025 @15:00 Hrs
5.	Tender Opening Date a) Technical Cover	25/02/2025 @16:00 Hrs.	11/03/2025 @16:00 Hrs.

All the other details remain unaltered.

  
**Executive Engineer (Project)**  
**Deendayal Port Authority**