

**TENDER FOR CAPITAL DREDGING FOR MULT JETTY BASIN AT PUTHUVYPEEN IN
COCHIN PORT
(T9/T-1945/2021-C)**

ADDENDUM / CORRIGENDUM NO. 6

The various Clauses in the Bid Document shall stand modified as indicated in the Table given below.

Sl. No.	Section/ Reference Clause No.	Existing Clause	Modifications
1	General Conditions of Contract Clause 2.1 Right of Access to the Site 3 rd Para	If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion], and (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.	<u><i>The existing Clause 2.1 - 3rd Para shall be replaced with the following:</i></u> If the Contractor suffers delay as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion]. <i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender Document.</i>
2	General Conditions of Contract Clause 4.11 Unforeseeable Physical Conditions 4 th Para	If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 16.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be added to the Contract Price.	<u><i>The existing Clause 4.11 - 4th Para shall be replaced with the following:</i></u> If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay, the Contractor shall be entitled to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion]. <i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender Document.</i>

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3	General Conditions of Contract Clause 4.21 Fossils 2 nd Para	The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price.	<u>The existing Clause 4.21 - 2nd Para shall be replaced with the following:</u> The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion]. <i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender Document.</i>
4	General Conditions of Contract Clause 6.9 Consequences of Suspension 1 st Para	If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 6.8 [Suspension of Work] and /or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price.	<u>The existing Clause 6.9 - 1st Para shall be replaced with the following:</u> If the Contractor suffers delay from complying with the Engineer's instructions under Sub-Clause 6.8 [Suspension of Work] and /or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion]. <i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender Document.</i>
5	General Conditions of Contract Clause 9.2	If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations,	<u>The existing Clause 9.2 - 2nd Para shall be replaced with the following:</u> If the Contractor suffers (or will suffer) delay as a result of these

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	Adjustments for Changes in Legislation 2 nd Para	made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [<i>Contractor's Claims</i>] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [<i>Extension of Time for Completion</i>], and (c) payment of any such Cost, which shall be included in the Contract Price.	changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [<i>Extension of Time for Completion</i>]. <i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender Document.</i>
6	General Conditions of Contract Clause 13.4 Consequences of Defined Risks 2 nd Para	If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [<i>Contractor's Claims</i>] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [<i>Extension of Time for Completion</i>], and (b) payment of any such Cost, which shall be, included in the Contract Price in the case of sub-paragraph(f) of Sub-Clause 13.3 [<i>Defined Risks</i>], reasonable profit on the Cost shall also be included.	<u>The existing Clause 13.4 - 2nd Para shall be replaced with the following:</u> If the Contractor suffers delay from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [<i>Extension of Time for Completion</i>]. <i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender Document.</i>
7	General Conditions of Contract Clause 15.4 Consequences of Force Majeure 1 st Para	If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 15.2 [<i>Notice of Force Majeure</i>], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 16.1 [<i>Contractor's Claims</i>] to:	<u>The existing Clause 15.4 - 1st Para shall be replaced with the following:</u> If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 15.2 [<i>Notice of Force Majeure</i>], and suffers delay by reason of such Force Majeure, the Contractor shall be entitled to an

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		<p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) if the event or circumstance is of the kind described in sub paragraphs (i) to (v) of Sub-Clause 15.1 [<i>Definition of Force Majeure</i>]and, in the case of sub paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost.</p>	<p>extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [<i>Extension of Time for Completion</i>].</p> <p><i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender Document.</i></p>
8	Instructions to Bidders Clause 4.0 Pricing of Bid		<p><i>The following Clause 4.1.4 is added under 4.1 - General as follows:</i></p> <p>Clause 4.1.4 - Once the offer is accepted and agreement executed, the rates shall be valid till the completion of works in all respects and no escalation whatsoever will be entertained on any grounds.</p>
9	Special Conditions of Contract Clause 2.30 Bills & Payments Schedules		<p><i>The following Clause 2.30.5 is added under 2.30 as follows:</i></p> <p>The Contractor has to submit bill invoice in the name of M/s. IOCL. The Bill Payment to the Contractors for the work done shall be done directly by M/s. Indian Oil Corporation Ltd., the operator of the MULT, after certification by CoPT.</p>

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CHIEF ENGINEER