

KANDLA PORT TRUST
GLOBAL NOTICE INVITING TENDER

Offers are invited for Appointment of Technical Advisor for carrying out feasibility studies for **“Setting up of Container Terminal at Tuna-Tekra at Kandla Port”**

Tender documents shall be issued from A.O. (Cash), Finance Department, Kandla Port Trust, Administrative office Building, Gandhidham- (Kutch) Gujarat – 370201, on payment of the cost of tender fee Rs.500/- (Rs. five hundred only) (non refundable), on any working day during office hours. The last date of issue of Tenders is Two days before the Date of Opening.

The Tenderers shall meet the following qualifying criteria.

- (i) Average annual financial turnover during the last 3 years ending 31st March of previous financial year should be at least Rs.11.70 lacs.
- (ii) Experience of having successfully completed similar works during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of following:-
 - (a) Three completed similar works for the Project each costing not less than Rs. 450 crores.

OR

- (b) Two completed similar works for the Project each costing not less than Rs.750 crores.

OR

- (c) One similar completed work for project costing not less than Rs.1200 crores.

Similar Works : The Tenderer should have experience of providing advisory services in the field of carrying out traffic studies,

preparation of feasibility report or detailed project report for Port sector projects.

- (iii) The Tenderer is required to submit the declaration that they have not been banned or de-listed by any Government /Semi Govt Agency or PSU's.
- (iv) The Tenderer should have no conflict of Interest in taking up the subject work.

The payment of tender fee can be made by cash or by crossed Demand Draft in favour of "Kandla Port Trust" payable at Gandhidham (Kutch). If the Tender Documents are to be sent by Post, an additional amount of Rs.100/- may be sent. The tender document can be downloaded from KPT's website (www.kandlaport.gov.in) and in such case, the cost of the document viz Rs.500 in form of Demand Draft shall be submitted alongwith Tender at the time of its submission. In case of cash, it will be received from 10.00 hrs to 14.00 hrs. except on second and fourth Saturdays.

In case of any discrepancy between the Tender Documents downloaded from internet and master copy available in the office, the later shall prevail and will be binding on the tenderer(s). No claim on this account shall be entertained. The tenderers are also required to observe the website to find out if any correction slips are issued subsequent to uploading of the Tender Notice and schedule.

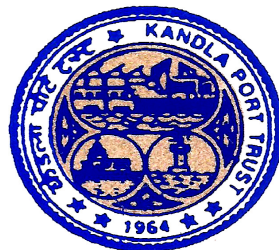
Offers will be received at the office of the Chief Engineer, Kandla Port Trust, A.O. Building – Annex, Gandhidham, Kutch 370201 upto 15.00 hrs on 16/3/2012 and only Cover-I (EMD) and Cover-II (Tender) will be opened on the same day at 1600 hrs in the presence of authorized representative of attending Tenderers. Cover-III (Price Bid) containing price bid will be opened on a later date, which will be intimated to the qualified tenderers.

Executive Engineer (D)

Kandla Port Trust

KANDLA PORT TRUST

Appointment of Technical Advisor
for carrying out
Feasibility studies for the work of
**“Setting up of Container Terminal
at
Tuna-Tekra for Kandla Port”**



ISO 9001 - 2008

ANNEX, Administrative Office Building,
Kandla Port Trust
GANDHIDHAM - 370201
JANUARY-2012

KANDLA PORT TRUST
GLOBAL NOTICE INVITING TENDER

Offers are invited for Appointment of Technical Advisor for carrying out feasibility studies for **“Setting up of Container Terminal at Tuna-Tekra at Kandla Port”**

Tender documents shall be issued from A.O. (Cash), Finance Department, Kandla Port Trust, Administrative office Building, Gandhidham- (Kutch) Gujarat – 370201, on payment of the cost of tender fee Rs.500/- (Rs. five hundred only) (non refundable), on any working day during office hours. The last date of issue of Tenders is Two days before the Date of Opening.

The Tenderers shall meet the following qualifying criteria.

- (v) Average annual financial turnover during the last 3 years ending 31st March of previous financial year should be at least Rs.11.70 lacs.
- (vi) Experience of having successfully completed similar works during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of following:-
 - (a) Three completed similar works for the Project each costing not less than Rs. 450 crores.

OR

- (b) Two completed similar works for the Project each costing not less than Rs.750 crores.

OR

- (c) One similar completed work for project costing not less than Rs.1200 crores.

Similar Works : The Tenderer should have experience of providing advisory services in the field of carrying out traffic studies,

preparation of feasibility report or detailed project report for Port sector projects.

- (vii) The Tenderer is required to submit the declaration that they have not been banned or de-listed by any Government /Semi Govt Agency or PSU's.
- (viii) The Tenderer should have no conflict of Interest in taking up the subject work.

The payment of tender fee can be made by cash or by crossed Demand Draft in favour of "Kandla Port Trust" payable at Gandhidham (Kutch). If the Tender Documents are to be sent by Post, an additional amount of Rs.100/- may be sent. The tender document can be downloaded from KPT's website (www.kandlaport.gov.in) and in such case, the cost of the document viz Rs.500 in form of Demand Draft shall be submitted alongwith Tender at the time of its submission. In case of cash, it will be received from 10.00 hrs to 14.00 hrs. except on second and fourth Saturdays.

In case of any discrepancy between the Tender Documents downloaded from internet and master copy available in the office, the later shall prevail and will be binding on the tenderer(s). No claim on this account shall be entertained. The tenderers are also required to observe the website to find out if any correction slips are issued subsequent to uploading of the Tender Notice and schedule.

Offers will be received at the office of the Chief Engineer, Kandla Port Trust, A.O. Building – Annexe Gandhidham, Kutch 370201 upto 15.00 hrs on 16/3/2012 and only Cover-I (EMD) and Cover-II (Tender) will be opened on the same day at 1600 hrs in the presence of authorized representative of attending Tenderers. Cover-III (Price Bid) containing price bid will be opened on a later date, which will be intimated to the qualified tenderers.

Executive Engineer (Design)

Kandla Port Trust

KANDLA PORT TRUST
ENGINEERING DEPARTMENT

APPOINTMENT OF TECHNICAL ADVISOR FOR FEASIBILITY STUDIES FOR “SETTING UP OF CONTAINER TERMINAL AT TUNA-TEKRA AT KANDLA PORT”.

Kandla Port Trust needs Advisory services from experienced Experts for carrying out feasibility studies **for “Setting up of Container Terminal at Tuna- Tekra at Kandla Port”.**

1. INTRODUCTION

1.1 General Information and area description:-

The Kandla Port, one of the twelve Major Ports, is situated on the West Coast of India, in the Gulf of Kutch. Kandla Port has got its berthing facilities (i) along the West Bank of Kandla creek at 70⁰13"E longitude and 23⁰01"N Latitude namely Kandla for handling Dry cargo as well as liquid cargo & (ii) on south coast of Gulf of Kutch near Jamnagar at 69⁰39"E longitude and 22⁰28"N latitude namely Vadinar for handling Crude oil by IOCL & Essar oil Ltd. The Port is well connected by the network of Rail and Road and provides Gateway Port for export and import of traffic on northern Indian states of Jammu & Kashmir, Delhi, Punjab, Himachal Pradesh, Haryana, Rajasthan, Gujarat and parts of Madhya Pradesh, Uttaranchal and Uttar Pradesh.

At Kandla, there are (a) twelve cargo berths- ten berths for handling dry cargo & two berths for handling container cargo, (b) six oil jetties for handling liquid cargo of 55 varieties (c) Four Moorings for stream handling of cargo (d) two Barge Jetties for lighterage of deep draughted vessels.

AT Vadinar, there are 3 SPMs for handling Crude Oil which are located in Gulf of Kutch outside the Pathfinder Creek, 2 Product Jetties for handling

POL products and a Jetty for berthing Port crafts located within Pathfinder Creek.

The existing facilities at Kandla are located within Kandla creek. The Port has initiated action to develop the Port facilities outside Kandla creek i.e. at Tuna-Tekra in Gulf of Kutch within Port limits. Presently, Tuna Port has got Barge Jetty for handling dry cargo. Port has initiated action to extend the existing Barge Jetty by 600 m. on Public Private Partnership mode. Apart from this, at Tekra (located about 5 kms., from Tuna) the Port is developing an off-shore dry bulk terminal for handling 14 million tones of cargo per annum on PPP mode. Port will enter into agreement with successful bidder (BOT operator) to develop the dry bulk terminal shortly.

2 PROCEDURE FOR SUBMITTING TENDERS

The advisor should submit his tender in the manner prescribed below.

2.1 Contents of Cover-I (EMD)

2.1.1 The Earnest Money Deposit in the form of FDR (duly stamped at back of it as per clause 2.19) or Demand Draft should be furnished in Separate Cover i.e. Cover No.1 which shall be sealed.

2.2 Contents of Cover – II (TENDER)

The cover II shall contain:

- 2.2.1 Tender document with accompaniment duly stamped and signed on each page.(except Annexure B)
- 2.2.2 Attested Audited annual financial statements for last three years ending Mar-11 to demonstrate annual Turnover.
- 2.2.3 The details of any existing or potential conflict of Interest.
- 2.2.4 An undertaking demonstrates that the Advisor shall not have a conflict of Interest that affect the bidding process as specified under clause no 2.14.

2.2.5 A list of similar Works completed during last 7 years alongwith duly attested completion - cum - performance certificate from the client for each of such works towards documentary evidence. Bidder shall provide the details of similar work completed during last 7 years, ending last days of the month previous to one in which application is invited. The information as per format should be provided separately for each project. A brief write up of details of experience be submitted which contain not more than one page for specific assignments by the authorised person of the firm. The write up should contain details of the nature of services provided, the duration of the assignment including date of start and completion of the assignment, cost of the project and the total fee etc.

2.3 Contents of Cover – III (PRICE BID)

2.3.1 The cover-III shall contain nothing but dully filled Annexure-B (Price bid) showing the rate and amount against the items. The cover should be sealed.

The tenderer shall clearly write on Cover-I- EMD for the work of Advisory Services for **“Setting up of Container Terminal at Tuna-Tekra at Kandla Port ”** on Cover II TENDER for the work of Advisory Services for **“Setting up of Container Terminal at Tuna-Tekra at Kandla Port ”** and on Cover-III as PRICE BID for the work of Advisory Services for **Setting up of Container Terminal at Tuna-Tekra at Kandla Port ”**

All three sealed covers- Cover I, Cover II, Cover III mentioned above shall be finally put in main cover which shall be sealed and superscribed "COMPLETE TENDER for the work of “Setting up of container terminal at Tuna-Tekra at Kandla Port”. The main cover containing Cover I, Cover II and Cover III shall reach the office of the Chief Engineer, Kandla Port Trust, A.O. Building, Gandhidham Kutch 370201 not latter than the prescribed date and time.

- 2.4 The name and address of the tenderer shall also be written on all the covers on left side of cover.
- 2.5 The Board will not be responsible for or pay for expenses or losses, which may be incurred by any Advisor in the preparation and submission of his tender.
- 2.6 Advisors should not send revised or amended offers after the closing date and time of the tender.
- 2.7 The tender should be delivered to the office of the Chief Engineer and the Advisor should obtain written acknowledgement for the same. Outstation tenders should reach the office of the Chief Engineer by post in sealed cover before 15.00 hrs. on the due date. The Advisor should specifically note that their tender whether sent by post or by hand must reach this office on or before due date and time. Offers received late from outstations even though posted in time will not be considered in any case.
- 2.8 The "Cover I & Cover II" will be opened at 16.00 hrs. on 16/3/2012 in the presence of such persons / representatives of the Advisor who may wish to be present in the office of Chief Engineer, Kandla Port Trust, Gandhidham. Cover III will be opened on the later date, which will be intimated to the qualified tenderers.
- 2.9 The Board reserves the right to accept the tender in part or in full and does not bind itself to accept the lowest or any tender in part or in full.
- 2.10 Any corrections to rates shall be supported by the Advisor's signatures there against. The rates written in words shall prevail over those marked in figures where the two do not tally.
- 2.11 Advisor whose tender is accepted will be required to enter into an agreement, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at Annexure "A". The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Advisor.

- 2.12 In the event of the tender being submitted by a partnership firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so. The supporting document like partnership deed, Power of Attorney etc should be submitted alongwith Tender.
- 2.13 All signatures in tender documents shall be dated. All pages of all sections of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender papers by the Advisors or by a person holding power of attorney authorizing him to sign on behalf of the Advisor before submission of tender.
- 2.14 The Advisor should confirm that there is no conflict of interest in taking up this Advisory assignment. An undertaking in this regard should be submitted by Advisor that they/ their affiliates will not bid for / rate the same work and the conflict of interest does not exist or arise.
- 2.15 The offer should satisfy the requirement of Turnover, conflict of Interest & successfully completed similar work .

2.16 **EARNEST MONEY DEPOSIT**

No tender will be considered which is not accompanied by a sum of Rs.50,000.00 (Rs. Fifty thousand only) as Earnest Money Deposit, which is lodged on the understanding that in the event of the Tenderer withdrawing his tender before the expiry of 180 (one hundred and eighty) days from the date of opening of the tender, the tender would be cancelled and the earnest money deposit therewith forfeited to the Board.

The Earnest Money can be paid by demand draft / Bankers Check./ Pay Order on a Nationalised Bank / Scheduled Bank drawn on Gandhidham Branch of the Bank in favour of the Financial Advisor and Chief Accounts Officer, Kandla Port Trust. The demand draft / Bankers Check./ Pay Order as the case may be must be forwarded in separate cover (cover I) along with

Tender. In case, it is not forwarded as stated above, the tender will be liable to be rejected. No cash remittance along with the tender will be accepted. The amount of earnest money will be refunded to qualified Tenderers as soon as possible after the decision is taken regarding the award of the contract (after opening of Price Bid). No interest will be allowed on the earnest money from the date of receipt until it is refunded in case of demand draft. EMD of successful bidder will be refunded on submission of performance Security as Under:-

Performance Security –

Security Deposit shall consist of two parts (a) performance Guarantee to be submitted at award of work, and (b) Retention Money to be recovered from Running bills.

- (1) Performance Security shall be 10% of the Contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of Bank Guarantee (Annexure C), or Demand Draft within 21 days, on receipt of Letter of Acceptance and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first bill onwards @ 5% of the bill value from each bill. Retention money will be refunded within 14 days from the date of payment of final bill. Balance Security Deposit will be refunded immediately not later than 14 days from completion of defect liability period.
- (2) Failure of the successful bidder to comply with recruitments of (i) above (i.e. submission of 5% Performance Guarantee within 21 days on receipt of LOA) shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security (i.e. EMD)

2.17 **VALIDITY OF OFFER**

The Validity of the offer shall be 180 days from the date of opening of the price bid and extendable thereafter by mutual consent. The rates quoted in the tender (Annexure-B) must be filled in ink only, both in figures and in words and shall be inclusive of all taxes, duties and charges levied by the Government/Statutory Authorities & Port Trust. However, the Lumpsum amount shall be exclusive of Service Tax which shall be reimbursed to the Advisor only after production of documentary evidence for depositing of same in Government Treasury.

3.0 **DEFINITION**

- 3.1 "Board" means Board of Trustees of the Port of Kandla, a body corporate under the Major Port Trusts Act.1963 as amended from time to time.
- 3.2 "Advisor" means the person or persons, firm or company whose tender has been accepted by the Board and includes their personal representatives, successors and permitted assigns.
- 3.3 "Chairman" means the Chairman of the Board of Trustees of the Port of Kandla.
- 3.4 "Engineer" means the Chief Engineer of the Kandla Port Trust.
- 3.5 "Engineer-in-charge" means the superintending Engineer of the Kandla Port Trust, working under the Chief Engineer.
- 3.6 "Engineer's Representative" means Executive Engineer, Assistant Executive Engineer, or Assistant Engineer working under the Chief Engineer to perform various duties.
- 3.7 "Works (Assignment)" means the works being taken up as a part of "Setting up of Container Terminal at Tuna-Tekra at Kandla Port."
- 3.8 "Port" means the Kandla Port as a whole including Kandla as well as Vadinar.

4.0 SCOPE OF WORK.

The broad scope of work to be carried out by the Advisor is to analyse and establish the location of the Project and to frame Draft & Final Techno-Economic Feasibility Report for Setting up of Container Terminal at Tuna-Tekra at Kandla Port.”

DETAILED SCOPE OF WORK.

- 4.1.1 The Advisor has to visit the Port and undertake a detailed reconnaissance survey including detailed study of existing drawings, layout of the Port, Bathymetry Charts, existing chart showing the soil profile, existing metrological data, existing facilities of the Port, nearby ecological spots, availability of land & availability of Coastal line, basic infrastructural facilities, existing performance of Port, available data of preliminary investigations & studies available with KPT or any other data as deemed fit by the advisor or the Engineer in charge. The port will provide to the Advisor the available data for the Tuna Tekra area like data on wave, current, tide, bathymetry, layout of the Port, metrological data, soil profile and report on physical model studies undertaken for Dry Bulk Terminal off-Tekra.
- 4.1.2 To study & analyse the similar facilities existing or likely to be developed in Ports of Gujarat.
- 4.1.3 To study the current status of the Kandla Port as a whole.
- 4.1.4 Analyse and compare the strength and weaknesses of competing similar facilities at other ports in the Gujarat.
- 4.1.5 To study & analyse market trend, global scenario and various Port facilities exist at the nearby Ports developed along the Gujarat Coastline or likely to be developed on the existing Port.

- 4.1.6 Based on the above analysis of above studies worked out and establish the most ideal and Technically economically suitable location of the proposed Container Terminal at Tuna/Tekra.
- 4.1.7 To interact with officials of various departments of Port like Marine Department, Civil & Mechanical Engineering Department, Finance Department, Traffic Department, OOT department at Vadinar etc. and take note of their requirements and incorporate the same in the proposals.
- 4.1.8 After establishing the location of Container Terminal , make a presentation in presence of Port Officials for discussions.
- 4.1.9 After preparation of draft Techno-Economic feasibility report make a presentation in presence of Port Officials for discussions.
- 4.1.10 Based on the suggestions/comments/observations of the Port on Draft Report to frame final Techno-Economic feasibility report.
- 4.2.1 The Techno-Economic feasibility Report shall include the followings but not limited to:-
 - 4.2.1.1 Executive Summary:- A brief summary covering all aspects of Techno Economical Feasibility Report.
 - 4.2.1.2 Introduction
 - 4.2.1.3 Past performance of the Port
 - 4.2.1.4 Estimation of capacity of project facility including Traffic Projection with detailed evaluation and rationalised analysis.
 - 4.2.1.5 Project description in detail.
 - 4.2.1.6 Project implementation: - Analysis and workout in details various activities for implementation of the project and activity-wise time period to ascertain the entire realistic time period for implementation of the project as whole. This also include the CPM chart.

4.2.1.7 Requirement of staff for implementation of the scheme:- To analysis & workout category-wise / designation-wise the requirement of staff for implementation of the project including evolution of amount.

4.2.1.8 To analysis & work out direct and indirect employment may be generated with implementation of the Project facility.

4.2.1.9 Operation & Maintenance (O&M) cost:- The O & M cost shall include but not limited to cost towards

- (i) Water requirement
- (ii) Power requirement
- (iii) Fuel requirement
- (iv) Maintenance Dredging requirement
- (v) Maintenance & Civil structure
- (vi) Operation & Maintenance of Mechanical equipment.
- (vii) Operation & Maintenance of Electrical Equipments
- (viii) Administrative & Management cost.
- (ix) Operation & Maintenance of Tugs & Launches for Pilotage & berthing of Vessels.
- (x) Operation & Cost for any other facilities required for implementation of the Project facility

4.2.1.10 Capital Cost in form- “Quantity, Prevailing Market rates, Unit, Amount & Remarks”.

If requires, the Rate analysis for the Rate considered for particular item(s) should also be submitted by the Advisor. The content of capital cost shall include but not limited to

- a. Cost of Berthing structure – with separate cost of substructure & super structure.
- b. Cost of approaches- if any, to berthing structure- with separate cost of sub-structure & superstructure.
- c. Cost of Berthing & mooring aids.
- d. Cost of Road connectivity
- e. Cost of railway connectivity

- f. Cost of capital dredging
- g. Cost of development of land development, Backup area/
storage area including ground treatment, if required.
- h. Cost of cover storage
- i. Cost of fencing
- j. Cost of handling equipment
- k. Cost of electrification
- l. Cost of illumination
- m. Cost of transmission lines
- n. Cost of Water supply & fire fighting system
- o. Cost of Environment measures
- p. Cost of Studies & Investigation.
- q. Cost of any other ancillary infrastructure.
- r. Cost of any other facilities required for implementation of
the Project facility

4.2.1.11 Viability Analysis – This shall include but not limited to Financial and Economic Benefits, Net Present Value, analysis of cash flow, phasing of expenditure.

4.2.1.12 Revenue/ Return from the project.

4.2.1.13 Drawings:- The drawing shall include but not limited to General arrangement schematic drawings showing all component & their location of the Project.

4.2.2 To analyse & establish the dredging level alongside the Project & its approach.

4.2.3 To analyse & establish the type of foundation & its founding level for the Project.

4.2.4 To analyse & Establish the handling equipment and the rated capacity.

4.2.5 To analyse & establish the quantity & type of berthing aids.

- 4.2.6 To analyse & establish the finished level of Berthing facilities & land development.
- 4.2.7 To analyse & establish the shortest and economical road & rail connectivity of project facility with existing nearby main road & railway route.
- 4.2.8 To assess the requirement of Offshore & Onshore land requirement in line with the capacity of the Project.
- 4.2.9 To analyse & workout the requirement of sweet water and suggest mode for economic availability of same.
- 4.2.10 To evaluate & workout detailed projection of traffic in terms of Cargo as well as vessels for the project for next 10 years. The analysis for forecast traffic should be done year wise basis. Further a detailed rationalise methodology undertaken for evaluation for traffic project should be also detailed out.
- 4.2.11 To evaluate & establish the nearest suitable source of water & electricity & query materials.
- 4.2.12 To establish & detailed out rationalised & detailed justification towards setting up the Project.
- 4.2.13 Identify the studies / Investigations required to be carried out for preparation of Detailed Project Report.
- 4.2.14 Assess the requirement of land area on site and off site.
- 4.2.15 Identify the statutory approvals/ clearances, if any required for setting up the facility.
- 4.2.16 To analyse and establish all requisite allied facilities required for operation of the Project which includes but not limited to Container Freight Station etc.

NOTE : 1 It is envisaged that the project may be developed by the Port on PPP mode. Hence, the operation & maintenance cost (OPEX) and capital cost (

CAPEX) of the project should be in consonance with the upfront guidelines issued by Tariff Authority of Major Ports (TAMP) for PPP Projects.

2. The Port will provide the available data for the Tuna Tekra area like data on wave, current, tide, bathymetry, layout of the ports metrological data, soil profile and report on physical model studies undertaken for Dry Bulk Terminal off-tekra to the Advisor.

5. Deliverable :-

The Advisor shall on behalf of and in consultation with Kandla Port Trust, prepare three copies of Draft Techno Economic Feasibility Report for the project and forward the same for approval of Kandla Port Trust. After such approval, five copies of final Techno-Economic Feasibility Report along with their soft copies (floppies / CDs) shall be furnished to Kandla Port Trust. Soft Copies of drawings shall be supplied by Advisor to Kandla Port Trust.

6. TIME SCHEDULE

6.1 The Advisor shall complete the work submission of Reports in following time schedule.

(i) Submission of Draft Techno-Economic Feasibility Report for the project

- 3 months from date of issuance of Work order.

(ii) Submission of final Feasibility Report for the project

- One month from date of approval of draft report by Kandla Port.

7. **REMUNERATION**

- 7.1 The Advisor shall quote separate lump sum amount for the work described under clause 4.
- 7.2 These Lump sum charges shall be exclusive of expenses for conveyance & subsistence actual incurred by the Advisor or his authorized representative during visit outside headquarter mainly for Kandla. The actual expenditure will be reimbursed on production of bill supported with original vouchers by Advisor to Kandla Port. The upper most entitled class of journey will be the "Economic Class" in case journey is performed by flight (i.e. by air) and "Ist Class AC" class in case journey is performed by Rail or by Road.
- 7.3 Taxes and Duties: The offer of Advisor shall be inclusive of all taxes (excluding service tax) and any other taxes duties payable by them. Income tax at appropriate rates and surcharge as applicable thereon shall be deducted at source by Kandla Port Trust in accordance with Income Tax act and in accordance with instruction issued by Tax Authorities on this behalf from time to time for this TDS will be given. The service tax shall be reimbursed by KPT on production of documentary evidence for deposit of same on Govt. treasury.
- 7.4 The lumpsum charges quoted by the Advisor shall be for one time performance of services without any substantial variation in scope and is subject to involvement of the Advisor in the project till finalization.i.e. completion of the subject work in all respects.
- 7.5 The schedule for payment of lump sum charges quoted by Advisor shall be as under.

Feasibility Report	
On submission of Draft feasibility Report for the project facility.	20% of Lump Sum amount quoted for the Project
After approval of Draft feasibility Report by KPT.	20% of Lump Sum amount quoted for the

	Project
On submission of final feasibility report for the Project facility.	30% of Lump Sum amount quoted for the project
After approval of Final feasibility Report by KPT.	30% of Lump Sum amount quoted for the project

7.6 Releasing the payment:- Payment of above said charges will be made by Kandla Port Trust within one month from date of due and after submission of the bill by the Advisor.

8. **CARE AND DILIGENCE:-**

The Advisor is responsible for technical, professional and contractual duties to be performed by them and will fully responsible for carrying out their duties properly.

9. **TERMINATION OF SERVICES:-**

The Employer reserves the right to terminate the Advisor Agreement with one month notice on the grounds such as un-satisfactory work, un-due and inordinate delay in submission of drawings / documents, un-reasonable intermediate Claims, Display of Non Co-ordination and Non-Liaison during execution of work, etc. The Balance work will be carried out by the Employer at the risk and cost of the Advisor. The decision of the Employer in this regard shall be final and binding upon the Advisor.

10. **COMPENSATION FOR DELAY:-**

The time allowed as specified in Clause 6 shall be strictly adhered to by the Advisors and shall be reckoned from the date on which the order to commence the work is issued to the Advisor. The work shall, through out the stipulated period, proceed with the diligence. The Advisors shall pay as compensation for delay any amount equal to 1/4% percent per week of the tendered amount of the advisory work, beyond the date of completion of the

extended period granted by Kandla Port Trust if any as the case may be. Provided always that the entire amount of compensation to be levied shall not exceed 10% of the total value of the contract.

11 **ARBITRATION**

11.1 In the event of any difference or dispute arising between the Department and the Advisors in the performance of duties under the Advisory Agreement, the same shall be referred to Chairman, KPT for sole arbitration by himself or any officer appointed by him in accordance with the Arbitration and Reconciliation Act., 1966, and the Rules thereto and any statutory modifications thereof. The arbitration proceedings would be held in Gandhidham only and the Court of Gandhidham will have the jurisdiction for filing the Award. The clause will apply only if the advisory work is awarded to a private firm.

11.2 In case the Advisory work is awarded to a public sector enterprise / undertaking the following Arbitration clause will apply.

"In the event of any dispute or difference relating to the interpretation of the provisions of the contracts, such disputes or difference shall be referred by either party to the arbitrator of the International Centre for Alternative Disputes Resolutions (ICADR). Upon such reference this dispute shall be decided by the ICADR whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as indicated by the arbitrator."

Signature of
Advisor with seal

Signature of Executive Engineer (Design)
Kandla Port Trust

Place: _____

Date: _____

KANDLA PORT TRUST

PRICE BID

Annexure-B

PRICE BID FOR ADVISOR FOR ADVISORY SERVICES FOR FEASIBILITY STUDIES FOR "SETTING UP OF CONTAINER TERMINAL AT TUNA-TEKRA FOR KANDLA PORT"

Sr. No.	Reference to Particulars Clause	Quantity	Unit	Rs. in Figures	Rs. in words	Amount
1	Lumpsum fees for preparation of Feasibility report for the project facility under clause no 4 (Please refer clause no 7)	One job work	Lump sum			
Total Rs. _____.						

Signature of
Advisor with seal
Place _____
Date _____

Executive Engineer (D)
Kandla Port Trust

ANNEXURE 'A'

Form of Agreement

This agreement made this _____ day of _____ between the Board of Trustees of the Port of Kandla a body corporate under Major Port Trusts Act, 1963, having its Administrative Office Building at Gandhidham (Kachchh) (hereinafter called the 'Board', which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part «Name_of_Party», «Address_of_Party», «Address_1», «Address_2», «Address_3», (Name and address of the Advisor if an individual and all partners if a partnership with all their addresses) (hereinafter called the 'Advisor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Board is desirous of carrying out the work of “«Name_Of_Work»” and whereas the Advisor has offered to execute and complete such works.

And whereas the contractor has deposited a sum of Rs.«EMD»/-as security in the form of «Form_Of_EMD» and/or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

Rs. _____ paid towards EMD to be treated as Security Deposit.

Balance amount of Rs.«Balance SD»Rs. ____ /- to be recovered from work bills.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read as construed as part of this agreement viz. :-

The tender submitted by the Advisor.

The conditions of contract.

The entire scope of work as per clause no.4

The schedule of items of work with quantities and rate.

3. The Advisor hereby covenants with the Board to complete the work in conformity, in all respects to the satisfaction of Board in accordance with the provision of the contract.

4. The Board hereby covenants to pay the Advisor in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

Signed and sealed by Technical Advisor in the presence of :-

M/s _____

(Name, signature description and seal of
Technical Advisor)

Witness : (Name , signature , address)

Signed, sealed and delivered by Executive Engineer (D)
on Behalf of the Board in presence of :

Witness : (Name , signature , address)

(1) _____

(2) _____

Executive Engineer (D)
Kandla Port Trust
For and on Behalf of the
Board of Trustees of Port
of Kandla.

The common seal of the Board of Trustees
of the Port of Kandla affixed in the presence of .

Secretary
Kandla Port Trust

BANK GUARANTEE

(TO BE USED BY APPROVED NATIONALISED BANKS)

TO,

The Board of Trustees of the Port of Kandla,
Kandla Port Trust,
Administrative Office Building,
Post Box No.50,
Gandhidham (Kutch) - 370 210, India.

In consideration of the Board of Trustees of the Port of Kandla, a body corporate under the Major Port Trusts Act, 1963 (Act No.38 of 1963) hereinafter called the 'Board' having agreed to exempt to M/s. (Hereinafter called the 'Independent Engineer'), from the demand under the terms and conditions (including any amendment/s or alternatives or addition/s made from time to time with mutual consent) of the agreement (hereinafter called the 'Agreement') no..... dated executed between the Board and M/s..... for the work of.....of security deposit for the due fulfillment by the said Independent Engineer of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs. (Rupees only), We (indicate the name of Bank).(hereinafter referred to as "the Bank") at the request of M/s.....(Independent Engineer) do hereby undertake to pay to the Board an amount of not exceeding Rs.....on demand.

2. We... (Indicate the name of Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Chairman stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Independent Engineer. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount of not exceeding Rs.....

3. We undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Independent Engineer in any suit or proceeding pending before any Court or "Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Independent Engineer shall have no claim against us for making such payment.

4. We(Indicate the name of Bank) further agree that that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Independent Engineer and accordingly, discharges this guarantee.

5. We.....(indicate the name of Bank) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Independent Engineer from time to time or to postpone for any time or from time to time any of powers exercisable by the Board against the said Independent Engineer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Independent Engineer or for any forbearance, act or omission on the part of the Board or any indulgence by the Board to the said Independent Engineer, or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Independent Engineer.

7. We,.....lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.

8. The guarantee shall be valid up to.unless extended on demand by Board. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees... ..) and unless a claim in writing is lodged with us by the Chairman **within six months of the date of expiry or the extended date of expiry** of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the day of for (indicate the name of Bank)

