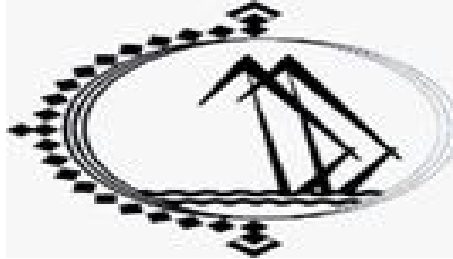


DEENDAYAL PORT AUTHORITY



TECHNICAL BID

"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths."

Office of Superintending Engineer (Harbour)
Deendayal Port Authority, First Floor,
Nirman Building,
New Kandla – 370 210.
District-Kutch
State -Gujarat
INDIA

Telephone: (O) 02836- 270325
Fax No.: 02836- 270429

E-mail : kphdivision@gmail.com

website : www.deendayalport.gov.in

DEENDAYAL PORT AUTHORITY

SHORT TENDER NOTICE

Offline Short Tenders are invited from the approved consultant of Western Railway, for the work of **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths"**

The Tender will be issued to only firms/Consultants, empanelled in the list of consultant for Survey & Construction of Private siding in Western Railway, approved by Western Railway. The documentary proof of approval as Railway consultant should be invariably submitted along with Tender.

- (i) 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.
- (ii) The Tenderer should have no conflict of Interest in taking up the subject work.

The tender document can be purchased from the office of **Superintending Engineer(Harbour), Deendayal Port Authority, First Floor, Nirman Building, New Kandla** on the payment of **Rs.1180/-** on any working day upto **12/09/2022 (In form of Cash / DD in favour of FA & CAO, Deendayal Port Authority, Gandhidham)**. **Tenders downloaded from website will not be considered.**

Offers will be received at the office of the **Superintending Engineer (Harbour), Deendayal Port Authority, First Floor, Nirman Building, New Kandla, Kutch District, Gujarat-370 210**, on or before **13/09/2022 upto 11.00 hrs.** and Cover-I (EMD) & Cover-II (Technical & Commercial bid) will be opened on same day at 11.30 hrs. in the presence of authorized representative of Tenderers who wish to remain present. Cover III (Price Bid) will be opened on a later date, which will be intimated to the qualified Tenderers whose details submitted in cover I & II are found in order.

**Superintending Engineer (Harbour)
DEENDAYAL PORT AUTHORITY**

DEENDAYAL PORT AUTHORITY

HARBOUR DIVISION

"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths"

The Deendayal Port Authority is developing new facilities of Container Terminal and Multipurpose Cargo Berth at Tuna Tekra. At present only single track is available for Tuna Tekra upto AKBTL Terminal, looking to the upcoming projects of Tuna Tekra Port, it is felt necessary for doubling of track and expansion of existing railway sidings looking to future railway traffic to these berths.

In context of above, Deendayal Port Authority is required to carryout feasibility study for the expansion of existing railway, sidings for Tuna Tekra Port of Deendayal Port Authority to serve the upcoming new facilities.

1. INTRODUCTION:

1.1. General Information and area description: -

The Kandla Port is situated on the West Coast of India, in the Gulf of Kutch and along the West Bank of Kandla Creek at 70° 13"E longitude and 23° 01"N Latitude. The Port was developed after Independence of India. It was commissioned in the year 1955 with 2 dry cargo berths and was declared a Major Port.

The economic hinterland of the Major Port of Kandla comprises of Jammu and Kashmir, Himachal Pradesh, Punjab, Haryana, Delhi, Rajasthan and Western Port Uttar Pradesh, Madhya Pradesh and Gujarat. The Port is served by broad gauge railway. It is also connected with major cities of India by road through the National Highway No.8A and railway line.

Tuna Port is developed as BOT Project and being operated by M/s.AKBTPL (Adani Kandla Bulk Terminal Pvt. Ltd.). The Gandhidham – Tuna Railway Section is 17 Km long. The first 11 km railway line upto the take off point for M/s. AKBTL belongs to Deendayal Port Authority and developed as a part of Concessioneing agreement. The consultant has to carry out feasibility study for doubling of existing line, finalization the takeoff point for 2 new berths being developed by DPA and to survey the feasibility of railway connectivity to these new berths.

Therefore a consultant is required to carry out various activities (mentioned in the scope of work) for arriving the feasibility of additional rail infrastructure for handling of projected rail traffic due to addition of container terminal and multipurpose cargo berth. Looking to the urgency of proposed new mega project, 'Short Tender' is being adopted i.e. **only 10 (Ten) days (from date of issue of NIT)** are being given to the bidders in this present tender to submit their bids. The Consultant must have enough of the Knowledge and Experience in carrying out similar activities and shall be empanelled in the valid List of Western Railway.

2. General Information of Deendayal Port Authority:-

2.1 Presently the Port has fourteen cargo berths for handling of dry cargo traffic, six oil jetties for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek and three Single Buoy Mooring (SBM) at Vadinar, in Jamnagar District, for handling crude oil. DPA also handles dry cargo at Barge Jetties at Kandla & Tuna. Further, DPA developed Dry Bulk Terminal at Tuna Tekra on BOT Basis.

In addition, DPA has planned following activities:

- (i) To Develop Port Based Multi Product SEZ at Kandla & Tuna in an area of 5000 Hectares
- (ii) Setting up of a State of Art container Terminal at Tuna-Tekra on BOT basis
- (iii) Up gradation of Barge Handling Facility at Tuna on BOT basis.
- (iv) Multi Purpose Terminal (Stage II) at Tuna Tekra.
- (v) Development of Smart Industrial Port City (SIPC) at Kandla-Gandhidham location.
- (vi) Construction of Interchange cum ROB at LC-236.

2.2 Definitions :-

- 2.2.1 "Board" means Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act, 2021.
- 2.2.2 "Consultant" means - person or persons, firm or company whose tender has been accepted by the Board and includes the Consultant's personnel representatives, successors and permitted assignee.
- 2.2.3 "Chairman" means the Chairman of the Board of Deendayal Port Authority.
- 2.2.4 "Chief Engineer" means the Chief Engineer of Deendayal Port Authority.
- 2.2.5 "Engineer-in-Charge" means the Superintending Engineer/Executive Engineer of the Deendayal Port Authority working under the Chief Engineer.
- 2.2.6 "Engineer Representative" means Assistant Executive Engineer or Assistant Engineer working under the Chief Engineer to perform various duties.

3 PROCEDURE FOR SUBMITTING TENDER

3.1 ELIGIBILITY CRITERIA

The bidder should be approved consultant by Western Railway. Necessary documentary evidence of approved Railway Consultant should be invariably submit with tender.

3.2 The offer shall be submitted in three covers system. Cover-I shall consist of "EMD", Cover –II shall consist of Technical & Commercial conditions and Cover –III shall consist of "Price Bid".

3.3 CONTENTS OF COVER –I

The Earnest Money Deposit in the form of Demand Draft, B.C /P.O. should be furnished in favour of FA & CAO, Deendayal Port Authority in Separate Cover i.e. Cover-I, which shall be sealed.

3.4 CONTENTS OF COVER-II

- 3.4.1 Tender documents together with accompaniments duly stamped and signed on each page **(except price Bid).**
- 3.4.2 The Bio data of Technical Experts to be appointed indicating qualification, experience etc. Complete.
- 3.4.3 Bidder should furnish Income tax PAN No. and GST registration No.
- 3.4.4 Bidder is required to submit the declaration that they have not been banned or debarred by any Govt/ Semi Govt. agency or PSUs.
- 3.4.5 An undertaking stating that the Bidder does not have a conflict of interest that affects the bidding process as per Clause No.3.19.
- 3.4.6 Documentary evidence of approved Railway consultant.

3.5 CONTENTS OF COVER - III

The Cover-III shall contain 'Price Bid' showing the rate and amount against the items for **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths."**

- 3.5.1 The Bidder shall clearly write on Cover-I as Tender for the work of **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths". - EMD.**
- 3.5.2 On Cover-II, Tender for the work of **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths." - Technical Bid.**
- 3.5.3 On Cover-III as Tender for the work of **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo births.." - Price Bid.**

All three sealed covers (Cover–I, Cover-II & Cover-III), mentioned above, shall be finally put in a envelope which shall be sealed and super scribed Complete tender for the work **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding**

for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths” and bear on the bottom left corner the name of the Consultant and addressed to the **Superintending Engineer (Harbour), Deendayal Port Authority, First Floor, Nirman Building, New Kandla, Kutch District, Gujarat-370 210.**

The name and address of the tenderer shall also be written on all the covers on left side of cover.

3.6 EARNEST MONEY DEPOSIT

- a) No tender will be considered which is not accompanied by a sum of **Rs.18,000/- (Rupees Eighteen thousand only)** as Earnest Money Deposit.
- b) The EMD shall be payable either by Demand Draft / Pay Order / Banker's Cheque in favor of “FA&CAO, Deendayal Port Authority”, payable at Gandhidham.
- c) EMD of unsuccessful bidders other than L1 and L2 shall be refunded immediately after ranking of price bids. Earnest money of L2 shall be refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- d) EMD shall be refunded suo-motto without any application from the bidders.
- e) The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- f) The Bid security may be forfeited, if
 - a) The bidder withdraws the bid after bid opening during the period of bid validity.
 - b) The Bidder does not accept the correction of the Bid price pursuant to any arithmetic error or
 - c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.

3.7 PERFORMANCE SECURITY:

Security Deposit shall consist of two parts: (a) Performance Guarantee to be submitted at award of work,

- 1) Security Deposit shall consist of Performance guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract

price which should be submitted in form of Bank Guarantee, or Demand Draft within 21 days (in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance / Intent which will be refunded immediately not later than 14 days from completion of contract.

2) Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of Bid Security i.e. EMD.

3.8 The Consultant should not make any alteration in the tender documents.

3.9 The Board will not be responsible for or pay for expenses or losses, which may be incurred by any Consultant in the preparation of his tender.

3.10 The Consultants should not send revised or amended offers after the closing date and time of the tender.

3.11 The tender should be delivered to the office of the Superintending Engineer (Harbour) and the Consultant/ Advisor should obtain written acknowledgement for the same. Out-station tenders should reach the office of the Superintending Engineer (Harbour) by Post in sealed cover before 11.00 hrs. on the 'Bid Due Date'. The Consultants should specifically note that their tenders 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.

3.12 Cover-I (EMD) & Cover-II (Technical & Commercial bid) will be opened on **13/09/2022 at 11.30 hrs.** in the presence of authorized representative of Tenderers who wish to remain present in the office of Superintending Engineer (Harbour), Deendayal Port Authority, New Kandla. Cover III (Price Bid) will be opened on a later date, which will be intimated to the qualified Tenderers whose details submitted in Cover I & II are found in order.

3.13 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.

- 3.14** The validity of the offer shall be **120 days** from the date fixed for opening of the Technical Bid and extendable thereafter by mutual consent. The rates quoted in the Tender Schedule 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 Governments, Statutory Authorities and the Port Trust.
- 3.15** Any corrections to rates shall be supported by the Consultants/ Advisor signatures there-against. The rates written in words shall prevail over those marked in figures where the two do not tally.
- 3.15** The Consultants/ Advisor whose tender is accepted will be required to enter into an agreement, the form of which will be as set out in the form appended to the conditions of the contract at Annexure "A". The cost of stamping the agreement etc shall be borne by the successful Consultant.
- 3.16** In the event of the tender being submitted by a 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 and **copy of the same is to be enclosed with Technical Bid.**
- 3.17** 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 Consultants or by a person holding power of attorney authorising him to sign on behalf of the Consultant before submission of tender.
- 3.18** The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Consultant at the appropriate time.
- 3.19** The Consultant should confirm that there is no conflict of interest in taking up this Consultancy assignment. An undertaking in this regard should be submitted by Consultant that they/ their affiliates will not bid for / rate the same projects and the conflict of interest does not exist or arise. An undertaking is to be enclosed with Technical Bid.
- 3.20** Proposed Bidder (s) may raise query relating to bidding conditions, bidding process and/or rejection of its bid. The reasons for rejecting a

tender or non issuing a tender to prospective bidder will be disclosed, when written enquiries are made by the concerned bidder.

- 3.21** Bank Guarantee, towards P.G. is acceptable, only if issued by Nationalized/ Scheduled Bank, having its branch at Gandhidham.

4. Broad Scope of Work :-

The main objective of the consultancy service is to carryout feasibility study for expansion existing railway sidings at Tuna Tekra of DPA for upcoming new facilities of Container Terminal and multipurpose cargo berth.:-

- 4.1** To conduct engineering survey at Gandhidham station and along the existing siding including proposed corridor for development of railway siding and to fix the takeoff point to serve new cargo berths.
- 4.2** To Plan and Study the railway connectivity from the serving station to proposed railway yard and assess the techno-economic feasibility of the railway connectivity to new terminal as well as for expansion of existing rail facility, by carrying out site inspection by a multi-disciplinary team comprising members from the associated disciplines of traffic/transportation, civil, signaling and electrical engineering.
- 4.3** To conduct foot by foot reconnaissance survey along the existing & proposed alignments, duly checking various geographical features and to assess modifications if any on alignment as per site conditions.
- 4.4** To Study and to prepare concept scheme for alternative proposals for development of new rail facilities.
- 4.5** To carry out detailed route survey along alternative alignments from serving Railway station to proposed new yard and to take detailed longitudinal and transverse levels along the alignment to assess terrain.
- 4.6** To survey water courses for computation of flood discharge including fixing exact location of bridges on the alignment for proper drainage.
- 4.7** To fix bench marks & control points at suitable intervals along the line to facilitate checks during detailed survey work
- 4.8** To design Junction arrangements at serving Railway station to handle client's projected volume of inward and outward traffic expeditiously and economically.
- 4.9** To prepare layout plan for construction of new rail facility and addition/modification to existing siding, considering projected traffic and ongoing overhead electrification work.
- 4.10** To study the section for commercial/ operational/ mechanical

requirements of Railways to assess the modifications/ provisions to avoid future difficulties in detailed project study.

- 4.11 To assess the grades over the proposed alignment and to work out the approximate estimated quantities.
- 4.12 Preparation of Block Estimates for alternative proposals based on the findings of the Feasibility Study Survey.
- 4.13 To calculate land width required for development of new rail facility and also to work out additional land to be acquired along selected alignment and station yards, if any, including railway land to be licensed.
- 4.14 To prepare and submit Feasibility Report along with all drawings & abstract cost estimates for proposed augmentation work, in hard copy and soft copy and documents, to client.
- 4.15 To discuss with client and Railway authorities on proposed connectivity, proposed Upgradation and modifications at serving Railway station, for making changes in proposed alternatives, if required.
- 4.16 To make the modification in drawings and estimates for proposed work, based on the discussion with client, and submit Final Feasibility report for the project to client.
- 4.17 To submit the FSR to Railways and got approval for the same from Railways.

5 Schedule:

- 5.1 The time period for providing Consultancy services for **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths"**, will be as under:
 - a) The Consultant shall have to ensure that their qualified and experienced representatives are stationed at the **Gandhidham**, if required by the authority, to perform the above mentioned scope of work, in a speedy and accurate manner to suffice the requirement of the authority for which consultancy services are being rendered by the Consultant. **Total Time period for the aforesaid Consultancy Service will be 90 days from the date of issue of Work order. However, this period may be extended based on correspondences with Railway authorities. No any extra charges or Accommodation will be provided on account of consultant required being stationed at DPA office and no additional amount over and above contract amount, shall be payable to the consultant in case time period need to be extended beyond 90 days to complete the assignment.**

The Consultant shall strictly follow the time schedule as mentioned above and as directed by the Authority to its full satisfaction.

6. Remuneration:-

- 6.1 The Bidder shall quote a lump sum amount for the above said scope of work payable by DPA including all taxes, duties for Providing Consultancy/Advisory Services, in accordance with clause -4 (Scope of work) of the Tender for the subject work. The amount quoted shall be excluding of GST which shall be paid extra.
- 6.2 The lump-sum charges quoted by the Consultant / Advisor shall be inclusive of all the expenses towards payment of fees to professionals / experts engaged to carry out aforesaid activities, for making them stationed at the **DPA** office and preparation of relevant compliances.
- 6.3 The schedule for payment of lump sum charges quoted by the Consultant / Advisor shall be as under :-

| Sr. No. | Description | Percentage of lump-sum amount quoted for the respective stages of the scope of Work. |
|---------|--|--|
| (i) | On Completion of Survey and approval of feasibility Study Report with relevant drawings and block estimate by DPA. | 65% |
| (ii) | On submission of FSR to Railway Authorities after getting approval from DPA. | 10% |
| (iii) | On approval of Railway Authorities | 25% |

- 6.4. Releasing the payment: - Payment of above said charges will be made by Deendayal Port Authority on submission of the bill by the Consultant. The payment shall be made through NEFT/RTGS.
- 6.5 Taxes and Duties: - The offer of the Consultant shall be inclusive of all taxes and any duties payable by them (Except GST). Income tax and surcharge as applicable shall be deducted at source by Deendayal Port Authority in accordance with Income Tax Act and in accordance with instruction issued by Tax Authorities on this behalf from time to time, however, for this TDS Certificate will be given.

6.5(a) GST REGISTRATION

- While submitting tender, INCOME TAX PAN, GST Registration has to be mentioned. The GST Registration No. should invariably be mentioned in the bid/tender/quotation, failing which the bid / tender / quotation will be considered as non – responsive and be liable for discharge.
- Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
- Information regarding income tax, Permanent account number (PAN), GST Registration number may be enclosed along with the documents.
- Certificate of registration of valid GSTIN, PAN etc. and acknowledgement of up to date filed return.

- Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier.

7. Care and Diligence:-

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

8. Termination of Services:-

The Employer reserves the right to terminate the Consultancy Agreement with one month notice on the grounds such as unsatisfactory work, un-due and inordinate delay in submission of Report/s, un-reasonable intermediate claims, display of non-co-ordination and non-liaison during execution period of consultancy, etc. The Balance work will be carried out by the Employer at the risk and cost of the Consultant. The decision of the Employer in this regard shall be final and binding upon the Technical Consultant.

9. Liquidated Damage (L.D.): -

The time allowed for various services mentioned under clause no. 5 shall be strictly adhered to by the consultant. In case of delay on satisfactory completion of any of the services due to the any default on part of consultant, the consultant shall be liable to pay L.D for delay an amount equal to 0.5% per week or part thereof of the contract value of the work, beyond the scheduled period of undertaking the services to be rendered by consultant. Provided always that the entire amount of L.D to be levied shall not exceed 10% of total value of the contract.

10 Arbitration:-

- 10.1 In the event of any difference or dispute arising between the Department and the Consultant in the performance of duties under the Agreement, the same shall be referred to arbitration in accordance with the Arbitration and Reconciliation Act, 1966 and the Rules thereto 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 Consultancy work is awarded to a private firm.
- 10.2 In case the Consultancy 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.

11. Forfeiture of Security Deposit :

The Chairman may, at his option, forthwith forfeit the security deposit in whole or in part if in the opinion of the Chairman, the Consultant has failed to fulfil any of all of the conditions of his contract, without prejudice to any and all right of the Board to recover from the Consultant any amounts failing due to Board through non observing by the Consultant of any of the clauses hereof.

12. Language and Law Governing the Contract:

English language shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract. This contract, its meaning and interpretation, and the relation between the DPA and consultant shall be governed by the Applicable law in India.

13. Confidentially

The consultant and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Board's business or operations without the prior written consent of the Board.

14. Reporting Obligations

The consultant shall submit to the DPA the reports and documents as specified in the Scope of Services.

15. Documents Prepared by the consultant to be the Property of Board

All reports and other documents prepared by the consultant in performing the Services shall become and remain the property of the DPA. The consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the DPA.

16. Completion of the Project.

- 16.1 Time limit for completion of the project work as stipulated in the tender is as per clause 5 time schedule.
- 16.2 Contractor has to provide five copies of final F.S.R. approved by Railways along-with soft copies of F.S.R. and Drawings.

CONSULTANT

**SUPERINTENDING ENGINEER (HARBOUR)
DEENDAYAL PORT AUTHORITY**

Annexure – A**FORM OF AGREEMENT**

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority, a body corporate under Major Port Authority Act, 2021, having its Administrative Office Building at Gandhidham (Kutch). (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 and _____ (name and address of the Advisor if an individual and of all partners if a Partnership with all their addresses) (hereinafter called the "Consultant" 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 **"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo berths."** and whereas the Consultant has offered to execute and complete such works

AND WHEREAS the Consultant has deposited a sum of Rs. _____ as security in the form of _____ which would be released after the successful completion of the work.

Now this Agreement Witnesses 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 hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
 - a) The tender submitted by the Consultant.
 - b) Letter of award dated _____.
 - c) The conditions of Contract.
3. The Consultant hereby covenants with the Board to complete the works in conformity, in all respects, with the provision of the contract.
4. The Board hereby covenants to pay the Consultant in consideration of such works "the contract price" of Rs. _____ (Rupees _____) at the time and in the manner prescribed by the tender issued by Kandla Port Trust.

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

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

Witness:-

- a) Signature
 Name and Address
- b) Signature
 Name and Address

CONSULTANT

Chief Engineer,
Deendayal Port Authority.
For & on behalf of the
Board in presence
Chairman, **Deendayal Port Authority**

Witness :

(Signature, Name & Address)

1. -----

2. -----

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

Seal

SECRETARY
DEENDAYAL PORT AUTHORITY

**SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE / SECURITY DEPOSIT**

(To be executed on Rs.300/- non-judicial Stamp Paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority Act , 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to release Performance Guarantee / Security Deposit to (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No. _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____

dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____

_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby
(Name of Bank) (Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. 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 any amount not exceeding Rs. _____ (Rupees _____) only.

3 We, _____, undertake to pay to the
(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that
the (Name of Bank and Branch)

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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors 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 Contractor(s).

7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)
(Name)

Signature

Bank Payment Agreement Form: (to be collected from the Parties)

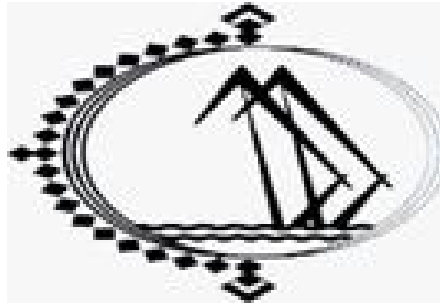
- | | | | | |
|----|-----------------------|---|---|---------------------------------|
| 1. | Name of Party | : | - | |
| 2. | Account No. | : | - | |
| 3. | Branch Name | : | - | |
| 4. | IFSC Code of the Bank | : | - | |
| 5. | MICR Code | : | - | |
| 6. | Accepted for | : | - | NEFT Payment or RTGS Payment |

DECLARATION BY THE PARTY:-

I / We hereby declare that the above information furnished by me is correct and KPT is requested to pay my / our dues to this Account for this Work / Supply Order is concerned.

Signature of the Party
With the seal

DEENDAYAL PORT AUTHORITY



PRICE BID

"Providing Consultancy Services for carrying out Feasibility Study for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Cargo births"

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State -Gujarat
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