



# **JAWAHARLAL NEHRU PORT TRUST**

**PROPOSAL DOCUMENT**

**FOR**

**CONSULTANCY SERVICES**

**FOR**

**CARRYING OUT DETAILED EVALUATION OF EFFICIENCY PARAMETERS OF  
THE IMPORT AND EXPORT CYCLE OF CONTAINER MOVEMENT AT JNPT**

**ADMINISTRATION BUILDING, SHEVA, TAL-URAN  
NAVI MUMBAI – 400 707**

**JANUARY 2017**



**CARRYING OUT DETAILED EVALUATION OF EFFICIENCY PARAMETERS OF  
THE IMPORT AND EXPORT CYCLE OF CONTAINER MOVEMENT AT JNPT**

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## NOTICE INVITING PROPOSAL

### CARRYING OUT DETAILED EVALUATION OF EFFICIENCY PARAMETERS OF THE IMPORT AND EXPORT CYCLE OF CONTAINER MOVEMENT AT JNPT

JN Port invites sealed proposal in two cover formats from experienced agencies for the Service of carrying out detailed evaluation of efficiency parameters of the import and export cycle of container movement at JNPT.

The salient features are as under.

#### **1. THE PORT:**

Jawaharlal Nehru Port is one of the twelve Major Ports of India. Commissioned in the year 1989, it is the number one container port in the country.

#### **2. THE PROJECT BACKGROUND:**

Ease of doing business is one of the top priorities for Government of India. To facilitate this endeavor, JNPT is committed to curtail the time and cost in the logistic chain. For import cycle originating point is the Vessel berthed alongside Terminal berths from where the import container is discharged, offloaded in Port import yards, delivered to CFS TTs and transported to CFS. In case of DPD, the container is delivered from port yards onto TTs and directly transported to importer's place. The export containers moving towards Terminal Gates are comprising of the containers moving from Container Freight Stations in and around JN Port area and Factory stuffed containers. Originating point for factory stuffed export container can be considered from starting point of holding yards from where the Container traffic is heading towards main road leading to Port) upto Port gate. In case of CFS stuffed containers, respective CFS is the originating point. Thus, time involved in movement of export container from its originating point upto loading of container onto the vessel needs to be studied in export cycle.

It is necessary to complete customs formalities and documentation prior to moving any export / import container to / from Terminal's custom bound area. Therefore time involved in completing Customs formalities also needs to be studied.

Time required in each individual activities involved in import and export cycle from above mentioned originating points to its destination shall be studied and detailed report along with suggestion for reducing the time shall be furnished.

JNPT is looking for an external agency to conduct a study for a limited sample and furnish a detailed report. To facilitate this study, JNPCT container handling data (for last two months) from terminal operating system can be made available. Also Port will assist in obtaining data from Logistics Data Bank project operated by DMICDC. For arriving at a logical and realistic report, consultants need to interact with various agencies involved like Transporters and their drivers, CHAs, Customs, CFS operators, Shipping Agencies etc.

2.1 The Consultancy services proposal is to be submitted in two cover system. The first cover to contain "Technical proposal" and second cover the "Financial proposal".

2.2 Firms/Companies, as the case may be, (hereinafter referred as Tenderer) meeting all of the "Minimum `Eligibility Criteria" as given below, can submit the proposals.

### 3. MINIMUM ELIGIBILITY CRITERIA:

The Tenderer shall satisfy the Minimum Eligibility Criteria as under;

- The Tenderer should have successfully completed the major consultancy works of similar nature i.e. conducting the logistic operational studies and suggesting remedial solutions as the case may be, for any major/non major port logistics company during last five years from the date of invitation of this tender, for the work order value as under:
  - a. Three completed works of the total value not less than Rs 12,00,000.00
  - b. Two completed works of the total value not less than Rs 8,00,000.00
  - c. One completed work of the order value not less Rs 6,00,000.00

Tenderers are required to submit the relevant documentary proof in support of fulfillment of the Minimum Qualifying criteria. In case the work order is submitted from the Private Organization, TDS certificate for the work executed and payment received to that effect shall be submitted.

- Average annual turnover of the tenderer for last three years i.e. 2013-14, 2014-15, 2015-16 shall be Rs 1,00,00,000.00 Tenderers are required to submit P&L statements for these years as a documentary proof for fulfillment of the condition.

*Note: The tenderer must submit, with its Technical Proposal, the documentary evidence/certificate from clients regarding fulfillment of all the above criteria.*

### 4. VALIDITY:

The proposals shall be valid for a period of **120 days** from the due date of submission of proposal document.

### 5. PROPOSAL SECURITY : (Earnest Money Deposit)

Tenderers are required to submit EMD for an amount of Rs14,000.00 in the form of demand draft drawn in favor of JNPT, drawn on any nationalized / scheduled bank having its branch at Mumbai. No proposal shall be considered which is not accompanied by EMD of **Rs.14,000/- (Rupees Fourteen Thousand only)**.

The Proposal Security of unsuccessful bidders will be discharged /returned as promptly as possible, but not later than 60 days after the expiration of period of proposal validity prescribed by the employer. The Proposal Security in respect of successful bidder will be released after furnishing of the necessary Performance Guarantee.

In the event of bidder withdrawing his proposal before the expiry of **120 days** from the due date of submission of proposal, the bidder shall be cancelled and the amount payable by the EMD shall become forthwith payable to Employer and decision of the Employer shall be final in that behalf.

6. The blank tender can be viewed and downloaded from JNP website [www.jnport.gov.in](http://www.jnport.gov.in) (Tender section, Tender → JNPT Tenders → e-Publish Tenders). The tenderer shall submit the cost of the document in a separate envelope in the manner specified in the

document on or before due date of submission. The downloading of document is permitted upto due date of submission. No editing / addition / deletion of proposal document shall be permitted. If such incident is observed at any stage, such proposal document shall be liable for outright rejection

7. The completed tender in the required format containing all information requested in tender document should be submitted either by hand delivery or sent by Registered Post / Speed Post / Courier so as to reach the **Chief Manager (Traffic), Administration Building, Sheva, Navi Mumbai 400 707 before 1500 hrs on 20/01/2017** and technical bid will be opened at 1530 hrs on the same day.

*NOTE : The tenderer is responsible to download Addendums/ Amendments/ Errata/ replies to the queries of the tenderers etc. if any, issued by the employer, from web site before the submission of the tender. Any shortfall in submissions of the said Addendums/ Amendments/ Errata/ replies to the queries of the tenderers etc. along with the downloaded documents while submitting the tender will not be considered. Incomplete tender documents shall be rejected outright.*

**CHIEF MANAGER (Traffic)**

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## 1. INSTRUCTIONS AND PROCEDURE OF TENDER

### 1.1 INTRODUCTION:

#### 1.1.1. Background:

Jawaharlal Nehru Port (JNP) is one of the fastest growing major ports in India. JNPT has an aggregate container handling capacity of about 4.5 million TEUs per annum. At present, JNP has four container terminals and one Liquid Cargo terminal.

It is proposed to carry out the time study of the import and export container movement from / to Terminal based on the following **Terms of Reference** for a period of one year extendable by six months on same terms and conditions.

**To track supply chain of import/ export at JNPT through identification of all the procedures, agencies and stakeholders Inclusive of all formats of port entry and delivery such as Direct Port Delivery, Direct Port Entry, CFS facilitated, Factory stuffed and ICD facilitated through rail, etc**

**b. To calculate the time taken for import and export of Containers through JNPT on a monthly basis.**

**c. To specifically identify dwell time at various agencies in the process. These would include, but not be restricted to, the following:**

#### **Border Compliance**

**☒ Customs Clearance and Inspections: Time taken by the Customs for export and import clearances.**

**☒ Port Handling: Time taken by Terminal, CFS's and ICD's for export and import.**

**☒ Allied Agencies: Time taken by agencies such as FSSAI, PQ, etc during the course of import and export.**

#### **Documentation Compliance**

**☒ Time taken to obtain, prepare and submit documents required during export and import but not to be restricted to Clearance, Inspection, Port Handling, etc**

**d. Parking lots and Port gate: Time taken for entry and exit through these areas**

**e. Data from various agencies would be collected and analyzed to calculate the time taken for movement of export & import containers from JNPT.**

**f. Identification of action areas and measures for reducing dwell time during the course of export and import of containers from JNPT aiming to meet specified Government targets:**

**☒ Procedure-wise area of intervention**

## ☐ Stakeholder-wise area of action

g. To analyze estimated cost for export and import of containers from JNPT and suggest measures for reducing the same.

3. Further, there shall be flexibility to include any other aspect related to above parameters, if needed during the course of Study.

4. As informed the points mentioned in TOR at Sl.No f & g shall be covered in reports from February 2017 onwards.

1.1.2 To obtain first-hand information on the assignment and on the local conditions, tenderers are advised to visit the project site before submitting a proposal. Please ensure that the officials are advised of the visit in adequate time to allow them to make appropriate arrangement. Tenderers must be fully acquainted with local conditions and take them in to account in preparing their proposal.

### 1.2 The tender form must be properly signed as detailed below:

- i) By the proprietor in case of proprietary firm
- ii) By the partner holding the power of attorney in case of a firm in partnership (a certified copy of the power attorney shall accompany the proposal).
- iii) By duly authorized person holding the power of attorney in case of a Limited company or corporation (a certified copy of the power attorney shall accompany the proposal).

### 1.3 Amendment of Tender Document:

At any time before the submission of proposals, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited tenderer, modify the documents by amendment. The amendment will be hosted on the web site only. The Employer may at its discretion extend the deadlines for the submission of proposals.

### 1.4 Scope of the Proposal:

A. The tenderer shall deploy persons at following locations as required to monitor the movement and capture the micro process flow and lead times-

- a. CFS locations (exit gates)
- b. Holding yard for factory stuffed container
- c. Y junction
- d. Terminal gate
- e. Import yard
- f. Export yard
- g. Jetty

- B. Map micro process flows and lead times at following :
  - i. CFS (exit gate), Y Junction, Terminal gate, Yard and Vessel – For CFS based export/import
  - ii. Y junction, holding yard, Terminal gate, Yard and Vessel – For factory stuffed containers and DPD import
- C. Map the documentation/ information flow, along with contents of documents, system used such as ICEGATE by Customs, NAVIS by JNPT or Manual documentation and time stamp at micro process level.
- D. Interact with various stakeholders such as Transporters and their drivers, CHAs, Customs, CFS operators, Shipping Agencies etc. to arrive at a logical and realistic time required in each activity.
- E. A detailed report of the time study is to be submitted along with all possibilities to reduce time involved in each activity.



## **2. OTHER TERMS & CONDITIONS:**

### **2.1. JNPT's Right to Accept or Reject Tender:**

2.1.1 Notwithstanding anything contained in this Proposal Document, JNPT reserve the right to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

2.1.2 JNPT reserve right to invite revised Technical Proposals and / or revised Financial Proposals from Bidders with or without amendment of the Proposal document at any stage, without liability or any obligation for such invitation and without assigning any reason.

### **2.2 Contents of Tender Document:**

The Proposal Document comprises the contents as mentioned in this document and would additionally include Addendum if any, issued.

### **2.3 Currency :**

All payments by the Employer under this contract will be made only in Indian Rupees (INR)

### **2.4 Format of Proposal:**

2.4.1 Bidders would provide all the information as per this Proposal Document and in the specified formats. JNPT reserve the right to reject any Proposal that is not in the specified formats. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide index table of contents.

### **2.5 Sealing and Marking of Proposal.**

2.5.1 The Bidder shall seal the Technical Proposal and the Financial Proposal in separate envelopes, duly marking the envelopes as 'PART-I TECHNICAL PROPOSAL' and 'PART -II FINANCIAL PROPOSAL'. These envelopes shall then be sealed in an outer envelope.

2.5.2 The name and address of the Bidder shall be indicated on each envelope.

2.5.3 The envelope shall be addressed to:

The Chief Manager, (Traffic),  
Jawaharlal Nehru Port Trust  
Administration Building,  
Sheva, Navi Mumbai 400 707.  
Tel. No. 022 27244191 / Fax- 022 27244180

## 2.6 Preparation and Submission of Proposal

2.6.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. All the pages of the proposal shall be serially numbered.

### 2.6.2 First envelope titled as "Technical Proposal "

Bidders are expected to examine all terms and instructions included in the document. Failure to provide all required information will be at consultant's own risk and may result in rejection of proposal. The technical proposal shall contain the following:

- a. Application letter as per **Annexe- II**.
- b. EMD of **Rs14,000/- (Rupees fourteen thousand only)** in the form of Demand Draft drawn in favour of Jawaharlal Nehru Port Trust, on any Nationalised / Scheduled Bank having its branch at Mumbai.
- c. A forwarding letter confirming validity of the proposal for **120 days** and detailing contents of the proposal including list of enclosed documents.
- d. An undertaking that qualification, experience and minimum number of man power proposed to be deployed shall be as stipulated in the proposal document.
- e. Power of Attorney in the name of person/s signatories of the proposal (**Annex –VI**).
- f. A statement supported by documentary evidence/clients certificates establishing fulfillment of all the Minimum Eligibility Criteria by the bidder/s. Also Auditor's certificate for Turnover of the company for last three years shall be submitted.
- g. Details in respect of background of the bidder/s, past experience, organizational structure, current assignments, CVs of key personnel likely to be involved in executing this assignment.
- h. Details in respect of proposed approach and methodology, site appreciation, team composition and experience for execution of the "Services" covering broadly all aspects of 'Terms of Reference' enclosed at **Annex-I** to this proposal Documents.
- i. The Tender Document and compilation of queries/ answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the bidder/s.
- j. Proposed work programme for the execution of the services, illustrated with bar chart of activities.

- k. The composition of the team, the assigned tasks and time effort to be provided for the service, supported by bar diagrams showing the time proposed for each key professional staff.
- l. Copy of Service Tax Registration Number, PAN Number and RTGS details in requisite format ( **Appendix-F**).

*NOTE: BIDDER/S MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN ENVELOPE OF TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED BIDDER/S.*

### 2.6.3 Second Envelope titled "Financial Proposal".

In this envelope the bidder/s shall indicate the charges/fees ( In Indian Rupees) to be paid by the Employer for this service/ assignment in the Financial Proposal format enclosed as **Annexe -III** (Financial Proposal) in the Proposal Document. These charges/fees shall be inclusive of all taxes, incidentals, overheads, traveling expenses, printing and binding of reports, expenditure related to presentations to be made during the execution of assignment, sundries and all other expenditure for execution of these services as per "Terms of Reference", enclosed at **Annexe-I** to the Proposal Document and also the tasks the bidder may think should be carried out in order to meet the objectives of the assignment. The Employer will pay prevalent service tax to bidder separately.

**Note :**

- a) The fees/charges quoted by the bidder shall be paid as prescribed in Financial Proposal ( **Annexe -III**)
- b) Income Tax and Professional Tax, any other tax as per Statutory Provisions of Govt. of India and Maharashtra State shall be deducted by the Employer from each invoice. A certificate in this regard shall be furnished by the Employer.

NO COUNTER CONDITIONS SHOULD BE INCLUDED ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL SHALL BE SUMMARILY REJECTED.

### 2.7 Tender Due Date

2.7.1 Proposal should be submitted upto 15:00 hours Indian Standard Time (IST) on **20/01/2017** (Proposal Due Date), at the address provided in the manner and form as detailed in this Proposal Documents. Proposals submitted by facsimile transmission or e-mail will not be acceptable.

2.7.2 JNPT, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum if any.

### 2.8. Late Proposal:

Any Proposal received by JNPT after 15:00 hours IST on **20/01/2017** (Proposal Due Date) will not be accepted and shall be returned unopened to the Bidder.

**2.9 Payment for Consultancy services (Fees in Indian Rupees):**

The Consultancy charges/fees for Consultancy services shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the Employer.

**2.10 Validity of Proposal :**

The proposal shall be valid for a period of **120 days** from the Due Date of submission of the Proposal Document.

**2.11 Time for submission of monthly Report :**

The study for a month shall be completed and report submitted in a period of **10 days** from the last day of the month.

**2.12 Foreclosure:**

At the discretion of Employer without assigning any reasons whatsoever, the assignment may foreclose at any stage. Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer.

**2.13 Scrutiny of Technical Proposals :**

Responsive bids shall be examined in detail for their technical contents. Compliance to detailed Terms of Reference taking into account proposed Approach and Methodology, Experience of bidder, proposed work plan for implementation, team composition etc. with reference to adequacy, acceptability and understanding of the bidders shall be checked.

In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/ altered either to fulfill minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters. The proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non responsive.

**2.15 Opening and evaluation of second envelope viz financial Proposal.:**

**2.15.1** Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, as specified in Clause-3 ( Criteria for Evaluation) of Proposal Document will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to qualified bidders.

2.15.2 Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

2.16 **Award of Assignment /Services:**

Prior to the expiration period of proposal validity, the Employer will notify the successful bidder who submitted the lowest financial proposal among the qualified bidders in technical evaluation, in writing by registered letter or fax. The party selected for award of assignment shall be issued a Letter of Award by Employer. This letter along with written acknowledgement of the successful bidder shall constitute contract between the bidder/s with Employer, till signing of formal agreement.

2.17 **Confirmation of receipt:**

Consultants shall acknowledge the Employer by facsimile/ post/courier the receipt of Letter of award and confirm the acceptance of the proposal.

2.18 **Performance Security:**

Within 7 days from the issue of letter of award from the Employer, the successful bidder shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a scheduled / nationalized bank having its branch in Mumbai for an amount equivalent to 10% of the award cost (monthly charge) of assignment as per the draft annexed ( **Annexe - IV** ) to the Proposal Document. Failure of the successful bidder to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract and enforcement of charging of EMD. The performance security shall remain in force until three months from the date of issue of completion certificate of assignment and will be released thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the bidder.

2.19 **Signing of Agreement :**

Within 10 days from the date of issue of Letter of Award, the successful bidder shall sign formal agreement as prescribed in **Annexe-V** of Proposal Document

2.20 **Extension of validity of proposal :**

If it becomes necessary, JNPT may request the bidders, in writing, to extend validity of proposals. The bidders shall have the right to refuse such extension without forfeiting their proposal security. In case a bidder extends the validity then it shall also extend the validity of its Proposal, they will not be allowed to modify the Financial Proposal.

### 3 CRITERIA FOR EVALUATION :

#### 3.1 Technical Proposal Evaluation (Stage-1)

For the purpose of Qualification, the Bidders should satisfy the Minimum Eligibility Criteria as prescribed in "Notice Inviting Proposal". In addition the bidder may note the following.

- 3.1.1 Details in respect of Clause 2.6.2 are required to be furnished.
- 3.1.1 JNPT would evaluate the Technical Proposal in order to qualify Bidders for Technical Stage. Bidders who qualify the minimum eligibility criteria as brought out in the Notice inviting Proposal and as detailed in clause 2.6 only will be considered for Price Bid stage evaluation namely, Financial Proposal evaluation.
- 3.1.2 A two stage procedure will be adopted for evaluating the proposals: (i) a Technical evaluation, which will be carried out prior to opening any financial proposal and (ii) a financial evaluation. On each of the parameters, the Bidder would be required to achieve a minimum of 60% of the Technical Score assigned to that parameter so as to get included in the computation of the Total Technical Score for the Bidder and to be qualified. The maximum achievable Total Technical Score for every Bidder would be 100. The bidder/s who have secured minimum Total Technical score of **60** points will be declared as qualified for opening of Financial Proposal.
- 3.1.4 The evaluation committee appointed by the Employer will carry out its evaluation applying the evaluation criteria and point system specified below: Each responsive proposal will be attributed a technical score.

Sl. No.	Parameters	Maximum Technical score
1	Consultant's Experience in major ports/logistic companies	75
2	Experience of Key Personnel	25

- 3.1.4.2 The consultant shall submit the required credentials along with his technical submission for fulfilling the minimum Eligibility Criteria specified in the document. In addition, if required, the consultants shall be asked to make a presentation to the Employer during evaluation of technical submissions as and when on request of the Employer if required. The consultant in his presentation shall prove their fulfillment of minimum eligibility criteria and shall explain the capability of the proposed deployment of manpower resources along with their academic qualification and experience taking into consideration the various parameters specified in the document so as to facilitate Employer for the assessment of technical scoring. The Consultant shall bring key personnel/experts during the meeting with the Employer.

#### 3.2 Evaluation of Financial Proposal

The envelope No.2 (Financial Proposal) shall be opened on a date to be fixed later and intimated to all the responsive and eligible bidders to enable them to be present in the opening if they so wish and the bids will be opened in the office of Chief Manager (Traffic). The envelope No.2 shall be opened if bids submission in Envelop No.1 satisfies / includes all the requirements and same are found acceptable to the Employer. The Envelope No.2 of those bidders shall be returned unopened if their submission in Envelop No1 was found to be unacceptable during its scrutiny and technical evaluation without assigning any specific reasons whatsoever.

- 3.3 After opening of Financial proposals, the lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = Amount of financial proposal)

Proposals will finally be ranked according to their combined Technical (ST) and Financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weight assigned to Technical Proposal and Financial Proposal that shall be **80% and 20%**, respectively. The qualified bidder who secures highest combined score would be declared as the successful Bidder. In the event that two or more bidders secure same combined score, the work will be awarded to the lowest price bidder.

## 4 GENERAL CONDITIONS OF CONTRACT

### 4.1 General Provisions

#### 4.1 .1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Employer" means Board of Trustees of Jawaharlal Nehru Port, a body corporate under the Major Port Trust Act,1963, by notification No.GSR427(E) dated 28.05.1982 issued by Government of India ( as amended) acting through its Chairman, Deputy Chairman or the Chief Manager (Traffic) or any other officers so nominated by the Board.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause General Condition 4.2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of India;
- (g) "Local Currency" means Indian Rupees;
- (h) "Personnel " means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to in the Clause General Condition 4.4.2 (a);
- (i) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (j) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in **Annexe- I** hereto;
- (k) "Sub-consultant" means any entity to which the Consultants subcontract any part or the Services in accordance with the provisions of Clause General Condition 4.3.7; and



- (l) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (m) "Contract Sums" means gross amounts of consultant's original proposal in Indian Rupees with tax, duties, fees and other imposition as provided for General Condition 4.1.10 inclusive of all cost, all types of subsoil investigation and environmental monitoring works if any.
- (n) "Approved / approval" means the approval in writing.

#### 4.1.2 Relations between the Parties

Nothing contained herein shall be construed as establishing a relation or master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

#### 4.1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

#### 4.1.4 Language

This Contract has been executed in the language English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

#### 4.1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

#### 4.1.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address given in the proposal document for issue of proposal document.

#### 4.1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative specified in bid document.

#### 4.1.10 Taxes and Duties

The Consultants and their personnel ( domestic consultant/personnel and foreign consultant/personnel) shall pay the taxes, custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

#### 4.1 Commencement, Completion, Modification and Termination of Contract

##### 4.2.1 Effectiveness of Contract:

This bidder shall come into force and effect on the date of the Employer's notice to the bidders instructing to start carrying out the Services. This notice shall constitute agreement between Employer and the bidder till formal agreement has been signed.

##### 4.2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within three months or such other time period as the party may agree in writing after date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

##### 4.2.3 Commencement of Services

The Consultants shall begin carrying out the Services within 15 days or such other time period as the party may agree in writing.

##### 4.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause General Condition 4.2.7 hereof, this Contract shall expire at the end of one year from commencement and confirm by the Employer by issuing completion certificate or such other time period as the party may agree in writing, limited to a maximum of 6 months.

##### 4.2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

##### 4.2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause General Condition 4.7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

##### 4.2.7 Termination of Rights and Obligations

Upon termination of this Contract pursuant to Clause General Condition 4.2.2 or General Condition 4.2.9 hereof, or upon expiration of this Contract pursuant to Clause General Condition 4.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except;

- i) such rights and obligations as may have accrued on the date of termination or expiration;
- ii) the obligation of confidentiality set forth in Clause General Condition 4.3.3 hereof;
- iii) Any right which a Party may have under the Applicable Law. 4.2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses General Condition 4.2.9.1 or General Condition 4.2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clause General Condition 4.3.9 or General Condition 4.3.10 hereof.

#### 4.2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses General Condition 4.2.9.1 or General Condition 4.2.9.2 hereof, the Employer shall make the final payments to the Consultants provided after offsetting against these payments any amount that may be done from the Consultant:

- i) Remuneration pursuant to Clause General Condition 4.6 hereof for Services satisfactorily performed prior to the effective date of termination;
- ii) reimbursable expenditures pursuant to Clause General Condition 4.6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii) except in the case of termination pursuant to paragraphs (a) through (g) of Clause General Condition 4.2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

#### 4.2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause General Condition 4.2.9.1 or in Clause 4.2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause General Condition 4.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### 4.3. Obligations of the Consultants

#### 4.3.1 General

##### 4.3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

##### 4.3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub-consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications respect such customs.

#### 4.3.2 Conflict of Interests

##### 4.3.2.1 Consultants not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause General Condition 4.6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### 4.3.2.2 Procurement Rules of the Employer

If the Consultant as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Employer or the agencies funding such procurement and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Employer.

##### 4.3.2.3 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; shall be disqualified

from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 4.3.2.4 Prohibition of Conflicting Activities:

Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities objectionable to Employer.

#### 4.3.3 Confidentially

The Consultants, their sub-consultants and the Personnel of either of them 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 Employer's business or operations without the prior written consent of the Employer.

#### 4.3.4 Liability of the Consultants

Limitation of the Consultants' Liability towards the Employer

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer.
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

#### 4.3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost, insurance against the risks, and for the coverage to cover Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants

and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

#### 4.3.7 Consultants' Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are not listed in Appendix- A ("Consultants' sub-consultants' and Key Personnel");
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action objectionable to the Employer.

#### 4.3.8 Documents Prepared by the Consultants to be the Property of Employer

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

#### 4.4. Consultants' Personnel

##### 4.4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

##### 4.4.2 Resident Manager

The Consultants shall ensure that at all times during the Consultants performance of the Services in India a project manager, acceptable to the Employer, shall take charge of the performance of such Services.

##### 4.5.2 Access to Land

The Employer warrants that the Consultants shall have, free of charge, access to all Port area of which access is required for performance of duties.

##### 4.6.2 Remuneration and Reimbursable Expenditures

It is understood that the fee quoted by Consultants cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back supporting by home office staff not included in the Personnel listed in Appendix - A and (C) the Consultants' fee, (D) bonuses or other means of profit-sharing, if any, and (E) all other expenditure involved in providing the services as per the agreement which are not specifically stated herein above.

#### 4.6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) No advance payment shall be paid to the Consultant.
- (c) The Consultants shall submit to the Employer, in duplicate, statements of fee at the end of the respective month along with the copy of report of previous month. Payment shall be released as soon as practicable and not later than thirty (30 days)

#### 4.8. Settlement of Disputes

##### 4.8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

##### 4.8.2 Dispute Settlement

Disputes shall be settled by arbitration in accordance with the following provisions:

All disputes in respect of subject contract shall be settled by arbitration in accordance with the Arbitration and conciliation Act, 1996 or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and Project Management Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. The language of Arbitration shall be English.

Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work.

While invoking arbitration the contractor shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from Engineer-in-Charge that final bill is ready for payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both

parties. The arbitration proceeding shall take place in Mumbai only and same shall be under jurisdiction of High Court of Mumbai.

4.9. Liquidated damages:

4.9.1 In case delay in satisfactory submission of report occurs due to consultant beyond the stipulated period of 10 days as indicated below, the consultant shall be liable to pay liquidated damages @1% per week subject to maximum of 5% of monthly fee. Applicable service tax prevailing at the time of payment will be charged on Liquidated Damages.

The Consultant will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out consultancy services.

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## TERMS OF REFERENCE (TOR)

## CARRYING OUT DETAILED EVALUATION OF EFFICIENCY PARAMETERS OF THE IMPORT AND EXPORT CYCLE OF CONTAINER MOVEMENT AT JNPT

To track supply chain of import/ export at JNPT through identification of all the procedures, agencies and stakeholders Inclusive of all formats of port entry and delivery such as Direct Port Delivery, Direct Port Entry, CFS facilitated, Factory stuffed and ICD facilitated through rail, etc.,

b. To calculate the time taken for import and export of Containers through JNPT on a monthly basis.

c. To specifically identify dwell time at various agencies in the process. These would include, but not be restricted to, the following:

#### Border Compliance

☐ Customs Clearance and Inspections: Time taken by the Customs for export and import clearances.

☐ Port Handling: Time taken by Terminal, CFS's and ICD's for export and import.

☐ Allied Agencies: Time taken by agencies such as FSSAI, PQ, etc during the course of import and export.

#### Documentation Compliance

☐ Time taken to obtain, prepare and submit documents required during export and import but not to be restricted to Clearance, Inspection, Port Handling, etc

d. Parking lots and Port gate: Time taken for entry and exit through these areas

e. Data from various agencies would be collected and analyzed to calculate the time taken for movement of export & import containers from JNPT.

f. Identification of action areas and measures for reducing dwell time during the course of export and import of containers from JNPT aiming to meet specified Government targets:

☐ Procedure-wise area of intervention

☐ Stakeholder-wise area of action

**g. To analyze estimated cost for export and import of containers from JNPT and suggest measures for reducing the same**

**3. Further, there shall be flexibility to include any other aspect related to above parameters, if needed during the course of Study.**

4. Details of various processes are given below –

- ✓ from the points of vessel discharge – Container yard offloading – Container Yard Loading for delivery to CFS / Consignee (In case of direct delivery) – Container leaving the Terminal Gate – Arrival of the container at Y Junction – Arrival of Container at Karal Junction – Leaving Karal junction for direct delivery to the consignee (in case of direct delivery container) / CFS - Arrival of Container at CFS Gate.
- ✓ From CFS - Arrival of Container at Karal Junction - Arrival of the container at Y Junction - Container arriving at the Terminal Gate – Entry of Container through the Terminal Gate – Arrival of Container to Port Container Yard – Offloading of the Container – Loading of Container onto Tractor Trailer – Arrival of Container at Jetty for loading onto the vessel – Loading of Container on the vessel.
- ✓ In case of factory stuffed container, with clear documentations: Arrival of Container at Karal Junction - Arrival of the container at Y Junction - Container arriving at the Terminal Gate – Entry of Container through the Terminal Gate – Arrival of Container to Port Container Yard – Offloading of the Container – Loading of Container onto Tractor Trailer – Arrival of Container at Jetty for loading onto the vessel – Loading of Container on the vessel.
- ✓ With the time study of container as above, suggest remedial solutions for reducing the time taken for movement of container to / from Terminal / CFS

## **5. Reports**

All reports and documents prepared by the Consultants shall be professional, precise and objective. The report formats shall be finalised in Consultation with Employer officials. The consultant shall make power point presentations to JNPT officials.

APPLICATION LETTER

(On the Letter head of the Bidder)

Date:

To,  
The Chief Manager (Traffic),  
Jawaharlal Nehru Port Trust,  
Administration Building,  
Sheva, Navi Mumbai 400 707. ( Fax. 022 27244180)

Sub. : CARRYING OUT DETAILED EVALUATION OF EFFICIENCY PARAMETERS OF THE  
IMPORT AND EXPORT CYCLE OF CONTAINER MOVEMENT AT JNPT

Sir,

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Tender document and information provided, the undersigned hereby apply for the project referred above.

We are enclosing our Tender including Technical Proposal in one original plus one copy and Financial Proposal with the details as per the requirements of the Proposal Documents, for your evaluation.

.....

Signature  
(Authorised Signatory)

FINANCIAL PROPOSAL

From :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Chief Manager(Traffic),  
Jawaharlal Nehru Port Trust,  
Sheva, Navi Mumbai - 400 707.

**Sub. : CARRYING OUT DETAILED EVALUATION OF EFFICIENCY PARAMETERS OF THE IMPORT AND EXPORT CYCLE OF CONTAINER MOVEMENT AT JNPT**

I/We have perused the tender Document for subject assignment containing Terms of Reference in **Annexe-I** and other details and am/are willing to undertake and complete the assignments as per all terms and conditions stipulated in the 'Tender Document'.

2. Our price offer is inclusive of all incidentals, overheads, traveling expenses, printing and binding of reports, expenditure related to presentations to be made during the execution of assignment, sundries and all other items involving expenditure for execution of this assignment covering scope of work as stipulated in "Terms of Reference" (enclosed as **Annexe-I** to the Proposal Document) and excluding prevalent service tax is Rs. \_\_\_\_\_ per month (i.e. in Words Rupees \_\_\_\_\_ only). This offer is valid for a period of **120 days** from the due date of submission of the proposal document.

3. I/We also agree to accept the month-wise and percentage-wise payments as per terms of payment.

Witness's  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
for and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

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## FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

KNOW ALL BY THESE PRESENT that (The name of Bank) \_\_\_\_\_ a banking corporation carrying on banking business including Guarantees at Mumbai and other places and having its office at \_\_\_\_\_ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) SEND GREETINGS;

WHEREAS Board of Trustees of JAWAHARLAL NEHRU PORT TRUST constituted under the Major Port Trusts Act, 1963 (hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited proposals for **Consultancy Services for carrying out detailed time study of the import and export container movement from/to JNPORT to various CFSs and suggestions to reduce time taken in individual activities involved in import and export cycle.** (hereinafter called the "Assignment") as per conditions and Terms of Reference covered under the 'Proposal Document'.

AND WHEREAS (Name of Consultant \_\_\_\_\_ (hereinafter called the 'Consultant') has offered to carryout the assignment as specified in Terms of Reference and Conditions included in the 'Proposal Document'.

AND WHEREAS the Board has accepted the Proposal of M/s. \_\_\_\_\_ (Name of Consultant) (vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_ 2016. AND WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s. \_\_\_\_\_ should interalia furnish a guarantee of a Nationalised Bank/Schedule Bank having its branch in Mumbai for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only being 10% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

AND WHEREAS, the M/s. \_\_\_\_\_ (Name of Consultant) have requested the Bank to give the said guarantee and the Bank has agreed to do so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Consultants name) \_\_\_\_\_ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_) as may become payable to the Board by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. \_\_\_\_\_ (Name of Consultant) in respect of which the decision of the Board shall be final and legally binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. \_\_\_\_\_ (Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in

full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s. \_\_\_\_\_(Name of Consultant) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. \_\_\_\_\_(Name of Consultant) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against M/s. \_\_\_\_\_(Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. \_\_\_\_\_(Name of Consultant) or for any in forbearance indulgence by the Board to the M/s. \_\_\_\_\_(Name of Consultant) 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 them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the \_\_\_\_\_ day of \_\_\_\_\_, subject to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said \_\_\_\_\_ do not obtain and furnish renewals of \_\_\_\_\_ this Guarantee for a further period of one year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals there of as to keep the same valid and subsisting till the date of completion certificate to be issued by the Board and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only).

This bank guarantee shall be valid up to \_\_\_\_\_ and

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 claim or demand on or before \_\_\_\_\_.

SIGNED SEALED AND DELIVERED:

by the with named \_\_\_\_\_  
\_\_\_\_\_ through its  
duly constituted Attorney/s  
\_\_\_\_\_ in the  
presence of.

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**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ day of 2016 between Jawaharlal Nehru Port Trust, Administration Building, Sheva, Navi Mumbai - 400 707 hereinafter called "the Employer of the one part and (Name of Consultant) \_\_\_\_\_ . Mailing address of the consultant \_\_\_\_\_ hereinafter called "the consultant" of the other part.

WHEREAS the Employer is desirous that certain tasks be performed viz. CARRYING OUT DETAILED EVALUATION OF EFFICIENCY PARAMETERS OF THE IMPORT AND EXPORT CYCLE OF CONTAINER MOVEMENT AT JNPT and has accepted a proposal by the "Consultant" as referred in the assignment NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) The Proposal Document for **Consultancy Services for carrying out detailed time study of the import and export container movement from/to JNPORT to various CFSs and suggestions to reduce time taken in individual activities involved in import and export cycle** as issued by the Employer.
  - b) All amendments to the Proposal Document for **Consultancy Services for carrying out detailed time study of the import and export container movement from/to JNPORT to various CFSs and suggestions to reduce time taken in individual activities involved in import and export cycle** as issued by the Employer prior to submission of the bids.
  - c) Acceptance letter issued by the Employer vide No. \_\_\_\_\_ dated \_\_\_\_\_ and all correspondence exchanged between the Employer and the consultant upto the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to



execute and complete the works in conformity in all respects with the provisions of the contract.

- 4. The Employer hereby covenants to pay the consultant in consideration of the execution, completion, of the works the consultancy charges/fees at the times and in the manner prescribed in financial proposal.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

\_\_\_\_\_  
Name \_\_\_\_\_  
on behalf of the Consultant  
in the presence of:

\_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

By the said

\_\_\_\_\_  
Name \_\_\_\_\_  
on behalf of the Employer  
in the presence of:

\_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

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POWER OF ATTORNEY

Dated: -----

TO WHOMSOEVER IT MAY CONCERN

Mr.....(Name of the Person(s)), domiciled at ..... (Address), acting as.....(Designation and name of the company), and whose signature is attested below, is hereby appointed as the Lead member and authorised on behalf of -----(Name of the applicant) to provide information and respond to enquiries etc as may be required by the Employer for the project of (Project title).....and is hereby further authorised to sign and file relevant documents in respect of the above.

(Attested signature of Mr.....)

For.....  
(Name & designation of the member of joint venture/Consortium)

APPENDIX - E

National Electronic Fund Transfer (NEFT) Mandate Form  
(Mandate for receiving payments through NEFT from Jawaharlal Nehru Port Trust)

1	Contractors / Suppliers / Vendor Name	
2	Contractors / Suppliers / Vendor Code	
3	Permanent Account Number (PAN)	
4	Particulars of Bank Account	
	A. Name of the Bank	
	B. Name of the Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone No.	
	G. IIEFT IFSC Code	
	H. 9 digit MICR code appearing on the cheque book	
	I. Type of Account (10/11/13)	
	J. Account No.	
5	Contractors / Suppliers / Vendor's e-mail id	
6	Date of effect	

(Please enclose a photo copy of the cancelled cheque to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are complete if transaction is delayed or loss because of incomplete information at above, the party will not hold the Jawaharlal Nehru Port Trust responsible.

Authorized Signatory with seal

Date:

Place:

Bank Certificate

We certify that \_\_\_\_\_ has a Account No \_\_\_\_\_ with us and we confirm that the details given above are correct as per our records.

Date:

Place :

Authorized Official of Bank

Please find information of M/s. \_\_\_\_\_ regarding their bank details for RTGS / NEFT payment, which will enable you to make RTGS/NEFT in respect of their contracts.

Date:

Head of the Department

Chief Manager (F)