



**बामर लॉरी एंड क. लिमिटेड**

(भारत सरकार का एक उधम)

**BALMER LAWRIE & CO. LTD.**

(A Government of India Enterprise)

**Multi-Modal Logistics Hub (MMLH)**

**SBU – Logistics**

**30-15-154/4F2, 5th Floor, GKP Heavenue,**

**Dabagardens Main Road, Visakhapatnam - 530020**

**TENDER DOCUMENT**

**for**

**Design, Manufacture, Supply, Installation & Commissioning of  
Dock Levelers**

**for**

**Multi-Modal Logistics Hub at Visakhapatnam, Andhra Pradesh**

**Tender No. MMLH/DOCKLEVELER/ PT/22**

**Date: 19.07.2017**

**Due Date: 10.08.2017, 16:00 Hrs**

**PART – I (UNPRICED)**

**TENDERER'S CHECKLIST POINTS** (Tenderer must fill in the table below appropriately):

Sl. No.	Check list points	Bidder's /Submission	Confirmation (Yes / No)
<b><u>PQ Criteria</u></b>			
1	Demand Draft for Tender Fees of <b>Rs 2,000/-</b>		
2	Demand Draft or Bank Guarantee for Earnest Money Deposit of <b>Rs 24,000/-</b>		
3	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)		
4	Audited Annual Reports for Last 3 financial years ending 31 <sup>st</sup> March, 2017		
4.1	Turnover in FY 2014-15	.....	
	Turnover in FY 2015-16	.....	
	Turnover in FY 2016-17	.....	
5	Purchase Order and Completion Certificates for similar supply as per required pre-qualification criteria		
6	Valid documents in support of having tie up with OEM (for dealers)		
7	Details about nearby office		
8	PAN		
9	GST Registration details of Andhra Pradesh		
10	Provident Fund Registration		
11	ESI registration (as applicable)		
12	IT Return for Last Three Financial Years ending March 2016		
13	HSE Appendix A & B		
14	Original Power of Attorney of the Signatory signing the tender document duly notarized		
<b><u>Other Conditions</u></b>			
15	List of Supply Executed		
16	List of Supply in Progress		
17	Confirmation on Completion of work <b>by 4 ( Four ) months</b>		
18	Stamped and Signed Tender Document along with addendum/corrigendum		
19	Confirmation of ' NO DEVIATION' from Tender		
20	Confirmation of Bid Validity of 120 days		
21	Whether the tenderer is a relative of any of the Directors of Balmer Lawrie & Co. Ltd. If the tenderer is a firm, is any of BL's Directors or any of their relatives partners in the tenderer's firm. If the tenderer is a company registered under company's Act, 1956, whether any of BL's Directors is a member of Director of the company.		

**Hard copies (2 sets in hard bound/spiral bound- 1 original +1 photocopy with Index/Table of Contents ) of the above confirmatory documents (UNPRICED BID ONLY) must be sent before or on due date of submission of online tenders failing which the bid may be rejected.**

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# NOTICE INVITING TENDER

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**Tender No. MMLH/DOCKLEVELER/PT/22****1.0 TENDER INVITATION**

Balmer Lawrie & Co. Ltd. (BL) invite ONLINE BIDS from experienced, competent and resourceful suppliers with sound technical and financial capabilities for **Design, Manufacture, Supply, Installation & Commissioning of Dock Levelers for Multi-modal Logistics Hub at Visakhapatnam, Andhra Pradesh** being set up by Visakhapatnam Port Logistics Park Limited (VPLPL), a Joint Venture Company between Balmer Lawrie & Co Ltd and Visakhapatnam Port Trust in India and having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001.

The prospective bidders must note that Balmer Lawrie & Co. Ltd. is involved only to the extent of tendering & finalization of the order. The order on the successful bidder would be placed by Visakhapatnam Port Logistics Park Limited, having its registered office at 21, Netaji Subhas Road, Kolkata -700001 and Correspondence address at 30-15-154/4F2, 5th Floor, GKP Heavenuue, Dabagardens Main Road, Visakhapatnam - 530020, India, Tel: + 91 891 2564933.

**2.0 SCOPE OF WORK**

The scope of work under this tender covers Design, Manufacture, Supply, Installation & Commissioning of Dock Levelers for Multi-modal Logistics Hub at Visakhapatnam, Andhra Pradesh as defined in General Conditions of Contract, Technical Specification, Tender Drawing & Schedule of Work. The Scope also covers Annual Maintenance Contract as specified in technical Specification and Schedule of Work.

2 (Two) Separate Orders may be placed as per the discretion of VPLPL on selected bidder for Supply and Installation. Work Order for Annual Maintenance Contract (AMC) will be issued later after successful completion of the project.

**3.0 COMPLETION PERIOD**

Time is the essence of the contract. The time schedule for completion shall be as follows:-

- 3.1 Delivery of Dock Leveler with accessories at site: **3 (Three)** months from the date of placement of order/ LOI.
- 3.2. Installation, testing & commissioning of above system: **1 (One)** month from the date of handing over of site for installation.

**4.0 TENDER FEE**

Tender fee of **Rs 2,000/- (Rupees Two Thousand Only)**, which is non-refundable, by means of a demand draft drawn in favour of M/s Visakhapatnam Port Logistics Park Ltd. on any Scheduled Bank payable at par at Kolkata should be submitted by the tenderer along with the un-priced part (Part-I) of the tender.

**5.0 EARNEST MONEY DEPOSIT**

- 5.1 Unpriced Part of the Bid should be accompanied by a Demand Draft or Bank Guarantee of **Rs 24,000.00 (Rupees Twenty Four Thousand Only)** towards Earnest Money Deposit (EMD) executed by any scheduled bank drawn in favour of M/s Visakhapatnam Port Logistics Park Ltd. payable at

Kolkata as per format enclosed. EMD submitted by way of Bank Guarantee should be valid for a minimum period of **150 days** after the due date of tender submission.

- 5.2 Earnest Money deposit (EMD) and Tender fee are exempted for bidders registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/services. However, attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted along with the tender. The certificate must cover the scope/supply/services for which the Tender is invited.
- 5.3 For the successful bidder, the EMD (interest free) will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- 5.4 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by BL.
- 5.5 EMD is liable to forfeiture in the event of:
- Withdrawal of offers during validity period of the offer
  - Non acceptance of orders by the bidder within the stipulated time after placement of order.
  - Any unilateral revision made by the bidder during the validity period of the offer.
  - Non submission of Security Deposit.
  - Bidders submitting false/fabricated/bogus documents in support of their credentials

## **6.0 PRE-QUALIFICATION CRITERIA**

The prospective tenderers shall fulfill the following pre-qualification criterion -

### **6.1 Tender Fee, EMD or NSIC/MSME Registration Certificate**

Submission of Tender Fee & EMD or Original Notarized Copy of valid NSIC/MSME Certificate along with the Unpriced Bid as mentioned above. Tender Fee & EMD in original shall reach to our office on or before the due date of submission of offer failing which bid will be rejected.

### **6.2 Turnover Criteria**

Average annual turnover of the tenderer shall be minimum of **Rs 42 Lakhs** during last 3 (three) financial years ending 31<sup>st</sup> March, 2017. Audited Annual Reports for Last 3 financial years ending 31<sup>st</sup> March, 2017 shall be submitted in support of that.

### **6.3 Past experience**

- 6.3.1 Original Equipment Manufacturer (OEM) or their authorized dealers are eligible for pre-qualification. Dealers should provide evidence of their relationship with the manufacturer (e.g. by providing copy of the dealership agreement/agency agreement or any other like document) to the satisfaction of BL.
- 6.3.2 The bidders should have successfully supplied, installed and commissioned at least 5 nos Dock Levelers of **10 Ton (dynamic)** and above capacity. Bidders shall indicate the details of nearest office (with organization/manpower details of that office) from where service support will be provided.

6.3.3 The tenderer should have successfully completed similar job of Supply and Installation of Dock Levelers of the following minimum values during past seven (7) years ending last day of month previous to the one in which applications are invited should be either of the following:-

- a. 3 jobs each of value not less than **Rs 19 Lakhs** or
- b. 2 jobs each of value not less than **Rs 24 Lakhs** or
- c. 1 job of value not less than **Rs 38 Lakhs**

Copy of work orders and satisfactory completion certificates from the owner or from their consultant should be enclosed as supportive documents. In the event the consultant issued completion certificate on owners' behalf for a particular job, copy of order issued by the owner to the consultant shall also require to be furnished.

#### **6.4 PAN, GST , ESI & PF Registration & Product Catalogue**

Tenderers are required to submit attested photocopies of PAN, GST Regn., ESI Registration (as applicable), Provident Fund registration & Product Catalogue along with Un-priced part of their offer, failing which their offer may be liable to be rejected. **The bidder must have GST registration in the state of Andhra Pradesh to pass on the input tax credit to VPLPL**

#### **6.5 Income Tax Return**

Tenderers are required to submit Income Tax Return for Last 3 financial years ending March 2016.

#### **6.6 Compliance with HSE Standards**

Tenderers are required to comply HSE standards as mentioned in Appendix – A & Appendix – B of this tender document. Compliance of HSE shall be considered as one of the pre-qualification criteria of the bidder.

#### **6.7 Power of Attorney**

The Power of Attorney or authorisation letter or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the Power of Attorney or authorisation or any other document is issued relating to the specific tender of Balmer Lawrie & Co. Ltd only. However, a notarized true copy of the 'Power of Attorney' shall also be accepted in lieu of the original, if the Power of Attorney is a general "Power of Attorney". But photocopy of such notarized true copy shall not be accepted.

#### **7.0 TENDER DOCUMENTS**

Tender Documents comprises two parts viz. Part-I (Un-priced) and Part-II (Priced).

The Un-priced Part consists of Notice Inviting Tender, General Conditions of Contract, and Technical Specification & Drawings. The Priced Part consists of Priced Schedule.

Bidders are requested to download the tender document and read all the terms and conditions mentioned therein and seek clarification, if any, from **Sk Abu Jafor/Sri Dhritiman Nandi**.

#### **8.0 TENDER SUBMISSION**

The intending bidders shall be deemed to have visited the site and familiarise thoroughly with the prevailing site conditions before submission of the tender. Non familiarity with the site conditions and non visit to site will not be

considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule.

The bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

For registration and online bid submission tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

Name	Email IDs	Contact Nos
Ritabrata Chakraborty	<a href="mailto:ritabrata.chakraborty@c1india.com">ritabrata.chakraborty@c1india.com</a>	+91-86979 10411
Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
Ujjal Mitra	<a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a>	+91-77026 69806
Rajesh Kumar	<a href="mailto:rajesh.kumar@c1india.com">rajesh.kumar@c1india.com</a>	+91-96504 65143

The tenderer shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the tenderer will not be accepted on the e-procurement platform. All the tenderers who do not have digital certificates need to obtain Digital Certificate **(with both Signing and Encryption Components)**. They may contact help desk of M/s C1 India.

The tenderer shall invariably furnish the original Demand Draft in case of Tender fee and Demand Draft /BG for EMD and other relevant documents to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of tenderer. The Company shall not take any responsibility for any delay or non-receipt. **If any of the documents furnished by the tenderer is found to be false/fabricated/bogus, the tenderer is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.** The tenderer is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of hardcopies submission to avoid any discrepancy.

The bidders found defaulting in submission of hard copies of original Demand Draft in case of Tender fees and Demand Draft / BG for EMD and other documents to the Tender Inviting Authority on or before the stipulated time in the Tender will not be permitted to participate in the Tender.

The bidder is requested to download the tender document and read all the terms and conditions mentioned therein and seek clarification if in doubt from **Sk Abu Jafar/Sri Dhritiman Nandi**.

The bidder must keep track of the Addendum / Corrigendum / Amendment, if any, issued by the Tender Inviting Authority by visiting the Company's website ([www.balmerlawrie.com](http://www.balmerlawrie.com)) and e-procurement site (<https://balmerlawrie.eproc.in>) from time to time. No separate newspaper advertisement shall be published for such Addendum / Corrigendum / Amendment etc. The Company shall not be responsible for any claims/problems arising out of this.



The tenderer should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. **M/s C1 India is not responsible for incomplete bid submission by bidders.** Tenderers may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Tenderers are advised to upload their documents and price bid well in time to avoid last minute rush on the server or complications in uploading.

**Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or system problems of bidder or reasons thereof.**

## **9.0 ADDRESS FOR SUBMISSION OF HARD COPIES OF THE TENDER (UNPRICED: PART-I)**

The hardcopies (**2 sets in hardbound/spiral bound/box file, 1 Original + 1 Photocopy**) as explained above under sealed envelope should reach our office located at 30-15-154 / 4F2, 5<sup>th</sup> Floor, GKP Heavenuue, Dabagarden Main Road, Visakhapatnam 530020. Loose papers/documents shall be avoided. The bid document shall have Index/Table of Contents with page nos of items/sections for ease of identification. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 5<sup>th</sup> floor at the above address during business hours (between 9.30 am and 6.30 pm). **The bidders shall quote rates (item wise), details about taxes etc. ONLINE only. Hard copy of price bid shall not be submitted.** Any hardcopy of unpriced bid submitted to any other office of Balmer Lawrie other than above mentioned address shall not be considered under any circumstances.

## **10.0 SUPPLY OF EQUIPMENT**

Equipment along with all accessories for required function shall be supplied in whole by the Tenderer.

## **11.0 TERMS OF PAYMENT**

### **11.01 SUPPLY**

- a) **80%** against supply of materials upon receiving of materials at site in good condition and duly inspected and certified by the Engineer-in-Charge.
- b) **20%** against successful installation, testing and commissioning upon verification and certification by the Engineer- in-Charge.

### **11.02 INSTALLATION**

**100%** against successful installation, testing and commissioning duly certified by the Engineer- in- Charge.

### **11.03 RETENTION FOR SUPPLY & INSTLATTIAION**

On each running account bill 10% of basic order value will be withheld as retention money. The Supplier shall, within fifteen (15) days, submit to the Owner Initial Security Deposit equivalent to 5% of the total contract value. During payment of monthly running account bills, the initial security deposit will be adjusted first against 'Retention Money', but in no case total retention including initial security deposit shall exceed 10% of the executed value of work at any stage. The retention money will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability and performance maintenance period, which shall be twelve (12) months from the date of

completion of job or eighteen (18) months from the date of site delivery, whichever is earlier. Performance Bank Guarantee shall be issued by any Nationalized /Scheduled Bank on basic value of material supplied and shall remain valid for above guarantee period.

#### **11.04 ANNUAL MAINTENANCE CONTRACT**

AMC charge will be paid on quarterly invoices raised after completing the inspection/maintenance calls and submitting the inspection report duly verified by the Operation-in-Charge.

#### **12.0 TAXES & DUTIES**

GST (IGST or CGST & SGST, as applicable) as indicated in the Schedule of Work shall be mentioned while submitting Price Bids. The bidders must pass on 'Input Tax Credit' to VPLPL. Any other taxes which are not mentioned in the Price Schedule/Schedule of Work shall be included in the basic rate of equipment. If GST is applicable on freight, it will be paid separately.

#### **13.0 NON-CONFORMANCE**

Tenders not conforming to the above mentioned requirements are liable to be rejected.

#### **14.0 VALIDITY OF OFFER**

Tendered shall keep their offer valid for a period of **120 days** from the date of opening of Unpriced bid.

#### **15.0 RATES AND OTHER ENTRIES**

- (a) The tenderer should quote for all items in the Schedule of Work.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) All entries in the tender documents (Unpriced Bid) should be in ink / type. Corrections if any should be attested by full signature of the tenderer.
- (d) Every page of the tender document including annexures / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

#### **16.0 LANGUAGE OF BIDS**

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only. Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

#### **17.0 LATE BIDS**

Bids received after the due date shall not be accepted under any circumstances, bidders are requested to send their bids considering the holidays. Office of Balmer Lawrie is closed on Sunday and holidays as per the company policy.

#### **18.0 BID REJECTION CRITERIA**

A bid may be rejected

- 18.1 If the bidder fails to send the EMD and Tender Fee amount along with the Unpriced Bid within due date.

- 18.2 If the bidder does not meet the pre-qualification / technical criteria and /or non-submission of documents specified. Bids of those bidders who are not meeting the pre-qualification criteria will not be considered for further techno-commercial evaluation.
- 18.3 The deviations from the terms mentioned in the document is likely to affect in any way the scope, quality and performance of the work.
- 18.4 If a conflict of interest between the bidder and the company is detected at any stage.
- 18.5 If the bidders fails to produce all the original documents/credentials, photo copy of which has been submitted along with bid.
- 18.6 BL/VPLPL reserves the right to verify the particulars furnished by the bidder independently and to obtain feedback from clients/ other concerned agencies. Falsification/suppression of information shall lead to disqualification of the bidder / cancellation of contract even after award of work during the contract.

However, BL/VPLPL reserves the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

## **19.0 FIRM PRICE**

The quantity as mentioned in the Schedule of Work/ Price Bid is indicative. Accordingly, there may be variation of quantity while execution. The price should be firm and irrevocable and not subject to any change till the completion of Scope of Work.

## **20.0 OPENING OF BIDS**

The bids will be opened online only in E-procurement portal <https://balmerlawrie.eproc.in>.

## **21.0 DEVIATIONS**

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations (in the form of Deviation Sheet) should be submitted along with the Bid.

## **22.0 RIGHT TO ACCEPT OR REJECT TENDER**

The bidders qualifying as per Pre-Qualification Criteria will be qualified for opening of their price bids and qualified bidder based on over all L-1 value (landed cost to BL/VPLPL i.e. net of Input Tax Credit) for Price Bid shall be considered as successful bidder. In the event of receipt of lowest price from more than one (1) bidders, fresh price bids shall be invited from the lowest bidders only to determine final lowest bidder for placement of order.

## **23.0 CONTACT DETAILS**

For any Technical clarifications / queries Tenderers are requested to contact **Sk Abu Jafor/ Dhritiman Nandi** (Landline no. 08912564933, e-mail: [jafor.a@balmerlawrie.com](mailto:jafor.a@balmerlawrie.com), [nandi.d@balmerlawrie.com](mailto:nandi.d@balmerlawrie.com)) (from 10.00AM to 06.00PM Monday – Friday and Saturday 10.00 AM 3.30 PM).

For **Balmer Lawrie & Co. Ltd.**

**M S RAO**  
**SR MANAGER (LIAISON)**

# GENERAL CONDITIONS OF CONTRACT

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**1.00 DEFINITIONS**

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings hereunder respectively assigned to them except where the context otherwise requires:

- 1.01 The "Owner / "Employer" shall mean Visakhapatnam Port Logistics Park Limited (VPLPL)., a Joint Venture Company between Balmer Lawrie & Co Ltd and Visakhapatnam Port Trust in India and having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001 and shall include its successors and assigns.
- 1.02 "Tenderers" or "Bidders" shall mean such parties who have been issued Tender Document by the Owner and those parties who have submitted these offers to the Owner in response to the Tender Document issued to them.
- 1.04 The "Supplier / Contractor/ Successful tenderer" shall mean the tenderer selected by the Owner for the performance of the work and shall include the successors and Owner permitted assigns of the Supplier.
- 1.06 **The "Project" shall mean The "Project" shall mean Design, Manufacture, Supply and Commissioning of Dock Levelers for Multi Modal Logistics Hub at Visakhapatnam, Andhra Pradesh.**
- 1.07 The "Project Manager" shall mean the Officer nominated by Owner to co-ordinate and supervise all the activities connected with the implementation of project on their behalf. "Project Manager" may at his discretion depute Owner's officers to co-ordinate / supervise the work of Supplier / Consultants at site.
- 1.08 The "Engineer-in-Charge (EIC)" shall mean the Engineer/Agency authorised by the Owner for the purpose of the Contract for overall supervision and co-ordination of site activity and certification of billing.
- 1.09 The "Project Management Consultant" shall mean M/s. Aarvee Associates, Architects, Engineers & Consultants Pvt Ltd, having its registered office at Ravula Residency, Srinagar Colony main Road, Hyderabad – 82.
- 1.10 The "Total Contract Value" means the value of original work order issued and duly accepted by the Supplier. The remuneration due to the Supplier in terms of the Contract on successful completion of the work shall mean the value of job actually executed by the Supplier within the original time schedule or within the approved extended time.

**2.00 DETAILS TO BE SUBMITTED ALONG WITH THE TENDER**

The tenderer shall submit the following along with the following:

- (i) Hard copy (**1 set original and 1 set photocopy, total 2 sets**) of Un-priced Tender Document duly filled in, stamped and signed by the Tenderer as prescribed in different clauses of Tender documents. **No hard copy of priced bid shall be submitted.**
- (ii) Stipulated Tender Fee & Earnest Money Deposit or Notarised NSIC/MSME Registration Certificate

- (iii) The Power of Attorney or authorisation letter or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the Power of Attorney or authorisation or any other document is issued relating to the specific tender of Balmer Lawrie & Co. Ltd only. However, a notarized true copy of the 'Power of Attorney' shall also be accepted in lieu of the original, if the Power of Attorney is a general "Power of Attorney". But photocopy of such notarized true copy shall not be accepted.
- (iv) Details in proforma wherever prescribed regarding the following:
  - a) Similar supply/work done in past seven years by the tenderer.
  - b) Supplies in progress and booked along with details of original schedule of completion progress status, likely completion etc.
  - e) Income Tax Returns for the last 3 years, GST Registration details/ESI Registration/PF registration/ Audited Annual Reports for the last 3 years, Product Catalogue etc.
  - f) Bar Chart/MS Project Schedule for proposed completion of the tendered work.

### 3.00 RATES AND OTHER ENTRIES

- (i) The tenderer should quote for all items in the Schedule of Rates. If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (ii) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (iii) All entries in the tender documents should be in ink / typed Corrections if any should be attested by full signature of the tenderer.
- (iv) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorised representative thereby indicating that each and every page has been read and the points noted.

### 4.00 SECURITY DEPOSIT

- (i) On acceptance of the Bid, Supplier shall within **fifteen (15) days**, deposit with Owner an initial Security Deposit of **5% of the Contract value** and the same shall be in any of the following:
  - a) Bank draft drawn on a Kolkata Branch of any Schedule Bank in favour of Visakhapatnam Port Logistics Park Limited.
  - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be valid at least 60 days after completion of work.
- (ii) If Supplier fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the Work elsewhere at Supplier's risk and cost. The EMD of the bidder to whom Contract was awarded shall be forfeited.
- (iii) No interest shall be payable against Security Deposit. Security Deposit will be released after successful completion of the job.

- (iv) As and by way of additional security, from every progress bill of Contractor, Security Deposit in the form of Retention Money (interest free) at the rate of 10% of the Gross value (inclusive of 5% Security Deposit) of such bill as determined before payment shall be retained by the Owner. Owner can permit Contractor to replace the Security Deposit / Retention Money so retained by Bank Guarantee at his discretion after successful completion of the work.
- (v) Wherever the Security Deposit / Retention Money is furnished by Contractor in any form other than in cash or Demand Draft, Contractor shall be entirely responsible to keep such form of security deposit enforceable by extending the validity thereof before one month of date of expiry and keep them enforceable, until released by Owner after the Defect Liability Period.
- (vi) The Security Deposit / Retention Money shall remain at the entire disposal of Owner as a security for satisfactory execution and completion of the Work(s). Owner shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vii) Notwithstanding anything to contrary, in as much as the Security Deposit is to be in cash with Owner, Owner shall be entitled to enforce any of the approved forms of Security Deposit furnished by Contractor at any time and realise cash thereof irrespective of whether or not Contractor disputes such right. However, if Contractor obtains the extension of the time limit, if any, for the enforceability of such form of Security Deposit and intimates Owner of such extension within one month before expiry, Owner may not enforce such form of Security Deposit, unless it has otherwise become enforceable.
- (viii) On due and satisfactory performance of all the obligations of Contractor under this Contract including completion of work in all respects, carrying out the obligations of Contractor during Defect Liability Period, Retention Money shall be released by Owner subject to recoveries, deductions and retentions therefrom as provided under the Contract.

## 5.00 VALIDITY OF OFFER

The validity of the tender shall be **120 days** from the date of opening of Un-priced tender or any date later than it that may be proposed by the Owner and agreed to by the tenderer. During this period, tenderer shall not be entitled to modify, revoke or cancel his tender without the consent of Owner in writing. In case of successful tenderer only, validity shall be until the work is completed to the satisfaction of the Owner and so certified in writing by the Owner or their accredited representative.

## 6.00 LIQUIDATED DAMAGE

- i) If the Supplier is unable to complete the delivery within the period specified in NIT, it may request owner for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of delivery and shall recover from the Supplier's running account bill, as an ascertained and agreed Liquidated Damages, a sum equivalent to **0.5%** of contract value for each week of delay or part thereof. The LD shall be limited to **5% (five percent)** of the total contract value.

The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by the owner on account of delay/ breach on the part of the SUPPLIER and the said amount will be payable to the Owner without proof of actual loss or damage caused by such delay/breach by the Owner.

- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to get the remaining equipment at the risk and cost of the Supplier, in the event of his failing to complete the Supply within the stipulated time or in the even progress of Supplier's work is behind schedule, as judged by the Engineer-in-Charge.
- (iii) Then the Engineer-in-Charge upon receiving necessary approval from competent Authority may in writing make a fair and reasonable extension of delivery time for completion of the Supplies as per provision provided further that the Supplier shall constantly use his best endeavour to the satisfaction of the Engineer-in-Charge to proceed with the Supplies. Nothing herein shall prejudice the rights of the Supplier under clause herein above.
- (iv) The Supplier may seek time extension for delay or anticipated delay for reasons not attributable to them and in such case time extension may be given without imposition of LD.

#### **6.00 FORCE MAJEURE**

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, was fires, floods, riots or illegal strikes.

#### **7.00 REVISION / CHANGES / QUANTITY VARIATION**

- (i) Owner may make in writing any revisions or changes in the purchase order, including additions or deletions from the quantities ordered in the specifications or drawings. The Supplier shall carry out such revision / changes and be bound by the same terms and conditions to the extent applicable, though the said revisions/ changes were not incorporated in the initial order.
- (ii) Owner reserves the right to increase or decrease the tendered quantity to any extent or replace specification, drawing, design of any or every item or delete them out at any stage of the work. The Supplier's claim for compensation or damages on account of this shall not be entertained. Such deviation shall be adjusted at the rates contained in the order/ contract or by issuing variation order(s) at the prevailing market rates, if the rates are not available in the order/ contract

#### **8.00 SUB-LETTING OF WORK**

The Supplier shall not sublet or assign this order/ contract or any part thereof without the written permission of the Owner. In the event of the Supplier's sub-letting or assigning this order/ contract or any part thereof without such permission the Owner shall be entitled to cancel the order/ contract and to purchase the equipment / material elsewhere on the Supplier's account and risk and the Supplier shall be liable for any loss or damage which the Owner may sustain in consequence of or arising out of such purchase



## 9.00 LABOUR LAWS

- (i) No Labour below the age of eighteen (18) years shall be employed on Work. In case female workers are engaged, requisite provisions shall be made as per the statute.
- (ii) Contractor shall not pay less than what is provided under law to labourers engaged by him on Work.
- (iii) Contractor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract. For the purpose of registration as per the above Act, Contractor may contact Owner for further details.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

## 10.00 IMPLEMENTATION OF APPRENTICES ACT 1964

Supplier shall comply with the provisions of the Apprentices Act, 1964 and the Rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of Contract and the Engineer-in-Charge may, at his discretion, cancel Contract. Supplier shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

## 11.00 INSURANCE

Supplier shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as per statutory requirement.

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

### (i) **Workmen's Compensation and Employees' Liability Insurance:**

Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

### (ii) **Contractors All Risk Insurance:**

Contractor shall take out an All Risk Insurance policy in the Joint names of the Owner and the Contractor (owner as the first beneficiary) including third party liability, against loss or damage from any cause covering the work executed to the estimated current contract value together with the material for incorporation in the work. Such insurance shall be in such a manner that Owner and the Contractor are covered from the date of commencement of work.

The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract, and shall insure against his liability with an insurer until the completion of this contract in terms approved by the owner. Whenever required, the contractor shall produce the insurance policy and the current premium receipts to the Owner.

In addition to what it is stipulated above the successful contractor shall indemnify and hold harmless the Owner for complying with the provision of the following:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act – 1970
- vii) The Building & Other Construction Works (Regulation of employment & Conditions of Service) Act 1996.

## **12.00 NOTIFICATION OF DELIVERY OR DESPATCH**

Notification of delivery / dispatch on the Owner's standard dispatch advice in regard to each and every consignment shall be made to the consignee and to the Owner immediately upon dispatch or delivery. The Supplier shall further supply to the Owner a priced invoice in quadruplicate and packing account to the consignee of all equipment / material delivered / dispatched. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination

The Supplier shall not sublet or assign this order/ contract or any part thereof without the written permission of the Owner. In the event of the Supplier's sub-letting or assigning this order/ contract or any part thereof without such permission the Owner shall be entitled to cancel the order/ contract and to purchase the equipment / material elsewhere on the Supplier's account and risk and the Supplier shall be liable for any loss or damage which the Owner may sustain in consequence of or arising out of such purchase.

## **13.00 PERFORMANCE GUARANTEE & WARRANTY**

- (i) Performance Guarantee:
  - a) The supplier shall guarantee that the material of construction and workmanship of work done and any fittings designed / manufactured / supplied by him are as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available grade and quality as required for the application.
  - b) The supplier shall also guarantee that the work done and any fittings designed, manufactured, supplied, erected shall be as per prevailing relevant standard, codes and statutory practices / stipulations.

- c) The supplier shall guarantee the work done and any fittings designed, manufactured, supplied, erected and tested by him against defective materials, poor workmanship, improper design, operation inadequacies & problems and failure from normal usage, for a period of 12 (twelve) calendar months after final acceptance of the work by the Owner.

(ii) Warranty:

The Supplier will repair and/or replace all defective parts, components / fittings, accessories etc. which shall be notified to him in writing within the Defect Liability Period provided that such defective parts, components, fittings, accessories etc. are promptly rectified and replaced by him free of cost. The supplier will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or replaced.

#### **14.00 ARBITRATION**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

#### **15.00 INSPECTION & TESTING**

- (i) The material, design and workmanship shall satisfy the relevant Indian & international Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standards/specifications / code(s) of practice for any part of the work covered in this tender, the instructions/directions of Engineer-in-Charge will be binding on the Supplier.
- (ii) The owner reserve the right to inspect the Equipment at Tenderer's works by them or through a third party nominated by the Owner. Tenderer will provide all assistance to Owner's inspector in carrying out such inspection at Tenderer's works free of any charges.

#### **16.00 LOCATION OF SITE**

The Location of site is at Visakhapatnam near Muladaga Village and adjacent to Mindi Railway Sidings of Visakhapatnam Port Trust. The site is about 4.0 km away from Sheela Nagar Junction at NH-5 and 8 km from Airport. The nearest land mark is Visakhapatnam Port Mindi railway siding. Please refer the Vicinity Plan of MMLH Site enclosed herewith as Exhibit –I.

#### **17.00 EXTRA ITEMS OF WORK**

During the course of execution of the work, should the contractor come across items of work which are not covered under the Schedule of Rate or not included therein, the Contractor shall draw the attention of the Owner / Engineer-in-Charge to the same and such items of work shall be treated as extra only with the prior approval of Engineer-in-Charge in writing. Contractor shall submit a quotation along with

the rate analysis for approval of EIC for such accepted extra items before he commences work or purchases the materials in connection with such items.

For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analysed as follows:

Rate for extra item = Cost of material (a) + cost of labour inclusive of all necessary tools, tackles, equipment, machinery and consumable (b) required to carry out the work + 15% of (a+b) towards profit and overhead + taxes, duties etc. as applicable.

#### **18.00 STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION**

The entire work shall require to be carried out strictly as per specifications, quality assurance plan, drawing etc intended in the tender backed up with proper test report, manufacturers' test certificates etc. The Chief Technical Examiner of Central Vigilance Commission may inspect the work during the course of execution and also during the defect liability period. The contractor has to maintain all documents in acceptable form duly reviewed and approved by the Engineer-in-Charge for any such/ similar inspection.

## ATTACHMENT – I

**BANK GUARANTEE VERIFICATION CHECK LIST****CHECK LIST****YES****NO**

I. Does bank guarantee compare verbatim with standard  
Balmer Lawrie & Co Ltd proforma for BG

\_\_\_\_\_

\_\_\_\_\_

II. a. Has the executing officer of the BG indicated his name,  
designation & power of attorney No./ Signing Power No.  
etc. on BG

\_\_\_\_\_

\_\_\_\_\_

b. Is each page of BG duly signed/initialled by the executant  
& last page is signed with full particulars as required in  
the Balmer Lawrie's standard proforma of BG & under  
the seal of the Bank.

\_\_\_\_\_

\_\_\_\_\_

c. Does the last page of the BG carry the signature of two  
witnesses along side the signature of the  
executing Bank Manager

\_\_\_\_\_

\_\_\_\_\_

III. a. Does the non judicial stamp paper for BG purchase in the  
name of BG issuing Bank

\_\_\_\_\_

\_\_\_\_\_

b. Is the BG on non-judicial Stamp paper of value  
Rs. 100/- (Rupees One Hundred only)

\_\_\_\_\_

\_\_\_\_\_

d. Is the date of sale of non-judicial stamp paper shown on the  
BG and the stamp paper is issued not more than six months  
prior to date of execution of BG

\_\_\_\_\_

\_\_\_\_\_

IV. a. Are the factual details such as bid specifications No.,  
LOI No., Contract price etc. correct.

\_\_\_\_\_

\_\_\_\_\_

b.	Whether over-writing/ cutting, if any on the BG authenticated under signature and seal of executant	_____	_____
V. a.	Is the amount of BG in line with contract provisions/agreement/tender	_____	_____
b.	Is the validity of BG in line with contract provisions/agreement/tender	_____	_____
VI.	Covering letter from bank enclosed with the BG	_____	_____
VII.	BG shall be from a Nationalised/ Scheduled Bank only	_____	_____

## ATTACHMENT - II

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

Visakhapatnam Port Logistics Park Limited  
21, Netaji Subhas Road  
Kolkata – 700 001

Whereas ..... (Name of the bidder) (hereinafter called “the Bidder”) has submitted its bid for the ..... (purpose) (hereinafter called “the Bid”) against Tender reference No. .... dated ..... M/S. VISAKHAPATNAM PORT LOGISTICS PARK LIMITED, 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs..... (Rupees ..... only) (hereinafter called “the said amount”) as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said ..... (name and address of the Bidder) have approached us and at their request and in consideration of the premises we, ..... (Name of the Bank) having our office at ..... (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we, ..... (name of the Bank) of ..... (address of the Bank) having our office, inter alia, at ..... (hereinafter called “the Bank”) are bound unto VISAKHAPATNAM PORT LOGISTICS PARK LIMITED..... (address) (hereinafter called “the Purchaser”) in the sum of Rs. .... (Rupees ..... only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ..... day of .....

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
  - i) fails or refuses to execute the Contract Form if required; or
  - ii) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto ..... (date of expiry) including the ..... days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein :

- i) Our liability under the Bank Guarantee shall not exceed Rs. .... (Rupees ..... only)
- ii) This Bank Guarantee shall be valid upto .....
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... (last date of validity)

We, ..... (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated ..... day of ..... granted to him by the Bank.

Your faithfully,

(Specimen Signature)



**ATTACHMENT - III**

## BANK GUARANTEE AGAINST PERFORMANCE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

Dated : the                      day of

THE GUARANTEE is executed at Kolkata on the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall unless expressly executed or repugnant to the context or meaning thereof mean and include its successors and assigns).

WHEREAS Visakhapatnam Port Logistics Park Limited. (local address), ..... an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as “the Company”) issued a Tender being No. dated ..... (hereinafter referred to as “the said Tender”) for (set out purpose of the job) and pursuant thereto Messrs/ Mr. ....(set out full name and address of the Supplier) (hereinafter referred to as “the Supplier” which term or expression wherever the context so requires shall mean and include the partner or partners of the Supplier for the time being/his/its heirs, executors, administrators, successors and assigns) (delete which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Supplier had been accepted by the Company and in pursuance thereof an Order being No..... dated ..... (hereinafter referred to as "the said Order") has been placed by the Company on the Supplier for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Supplier is required to furnish the Company at their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees ..... only) as performance guarantee for the fulfilment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Supplier under the Agreement dated the ..... day of ..... (hereinafter referred to as "the Agreement ") entered into by and between the Company of the one part and the Supplier of the other part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Supplier had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned.

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Supplier, we .....  
(set out the full name of the Bank) the Bankers of the Supplier shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the ..... day of ..... entered into by and between the Company of the one part and the Supplier of the other part, the terms and conditions of the said Tender and the said Order

2. We, ..... (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees ..... only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.

3. The Guarantee is issued as security against due performance of the obligations of the Supplier or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees ..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.

4. We, ..... (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.

5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Supplier.

6. We ..... (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.

7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we, ..... (set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.

9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees ..... only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of ..... (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, ..... (set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.

10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the ..... day of ..... granted to him by the Bank.

Place :

Date :

**ATTACHMENT – IV****PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Visakhapatnam Port Logistics Park Limited.

21, Netaji Subhas Road

Kolkata – 700 001

Dear Sir,

That Messrs/Mr. ....(set out full name and address and constitution of the Supplier) (hereinafter referred to as “the Supplier”) filed their/his/its quotation against your Tender being Tender No. .... dated ..... (hereinafter referred as “the said Tender”) for the work ..... (set out the purpose of the job) and in pursuance thereto an Order being No. .... dated ..... (hereinafter to as “the Order”) was issued by you to the Supplier.

The conditions of the said Tender, inter alia, requires that the Supplier shall pay a sum of Rs..... only) as full security deposit (hereinafter referred to as “the security deposit”) in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. .... (set out full name of the Supplier) have/has approached us and at their/his/its request and in consideration of the premises We ..... (set out full name of the Bank) having our office, inter alia at ..... (state the address of the Bank) have agreed to give such guarantee in the manner following :

1. We, ..... (set out full name of the Bank), hereby undertake with you if default is made by Messrs/Mr. .... (set out full name of the Supplier) in performing any of the terms and conditions of the Tender and/or in payment of the security deposit or any other or in payment of money payable to you. We, ..... (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs..... (Rupees ..... only) or such portion thereof not exceeding the said sum as you may demand from time to time.

2. We, ..... (set out full name of the Bank), further agree with you that you hereunder to adopt any mode for realisation of your dues from the Supplier and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. .... (set out full name of the Supplier), or to extend time of performance by Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Supplier and to forbear or enforce any of the terms and conditions relating to the Contract and we, ..... (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs..... (Rupees ..... only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.

4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. .... (set out the full name of the Suppliers), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,

5. Our liability under this guarantee is restricted to Rs. .... (Rupees ..... only).

6. Our guarantee shall remain in force and effect until ..... (set out the date of expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. .... (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and we, ..... (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.

7. We , ..... (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

8. We, ..... (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the ..... day of ..... granted by the Bank.

Yours faithfully,

Dated : ..... (Place)

.....

(Signature of Officer on

.....(Date)

behalf of .....)

(Set out name of the Bank)

**ATTACHMENT - V****INFORMATION ABOUT TENDERER****A. IN CASE OF INDIVIDUAL**

- (i) Name of Business: His age and Father's name:
- (ii) Whether his business is registered:
- (iii) Date of commencement of business:
- (iv) Whether he pays Income Tax over Rs. 10,000/- per year:

**B. IN CASE OF PARTNERSHIP**

- (i) Name of Partners:
- (ii) Whether the partnership is registered:
- (iii) Date of establishment of firm:
- (iv) If each of the partners of the firm pays Income Tax over Rs. 10,000/- a year and if not which of them pays the same:
- (v) Copies of partnership deed, if any:

**C. IN CASE OF COMPANY LIMITED BY SHARES OR  
COMPANY LIMITED BY GUARANTEE**

- (i) Amount of paid up Capital:
- (ii) Names of Directors:
- (iii) Date of Registration of Company:
- (iv) Copies of the last two (2) years balance sheet of the company:
- (v) Certified copies of Memorandum and Articles of Association of Company:

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(SIGNATURE OF TENDERER)

**ATTACHMENT - VI****DETAILS OF SIMILAR SUPPLIES**

Tenderer shall give information of similar Works done during past seven (7) years strictly as per the proforma given below.

Sl.No.	Full particulars of similar work carried out by the Supplier	Value of Contract	Completion time as stated in Tender (Months)	Actual Completion time (Months) with date of commencement of work	Year of completion	Name & Postal address of Client with Telex / Telephone No.
1	2	3	4	5	6	7

Certified that the above information is correct.

\_\_\_\_\_  
SIGNATURE OF TENDERER

**ATTACHMENT - VII****CONCURRENT COMMITMENTS OF SUPPLIES**

Tenderer shall give information about his present commitments as per proforma.

S. No.	Full Postal Address of Client & Name of Officer-in-Charge with Telex/ Telephone No	Description of the Work	Value of Contract	Date of commencement of Work	Scheduled completion period (months)	% age completion as on date	Expected date of completion	Remark if any

---

Certified that the above information is correct.

SIGNATURE

OF

TENDERER

## EXHIBIT-1-VICINITY PLAN OF MMLH SITE





**EXHIBIT -2-BANK DETAILS FOR SUBMISSION OF BANK GUARATEE**

Name of the Bank : Indusind Bank

Bank account no. No : 650001891093

Swift Code : NDBINBBCAP.

MICR Code : 700234002.

IFSC Code : INDB0000015.

Branch Address : IndusInd Bank Limited,  
Savitri Towers, 3A, Upper Wood Street,  
Kolkata – 700 017.

## **HSE COMPLIANCE**

**IN RESPECT OF HSE REQUIREMENTS, CONTRACTORS ARE REQUIRED TO FULFIL THE FOLLOWING****Appendix-A****Pre-Qualification Questionnaire for Contractor****Guidelines for Completion of Questionnaire**

- The potential bidder is to ensure that the answers provided are focussed against the activities indicated in the pre-tender document.
- The information is supplied in the same format and sequence in which they appear in the questionnaire. A minimum of 12 has to be obtained in the HSE pre-qualification questionnaire.
- Failure to supply information that accurately and fully covers the material requested may result in an individual Contractor failing to meet minimum expectations and therefore being disqualified.
- Contractor shall provide information that is authentic and documentary evidence.
- Even after getting pre-qualified, if it comes to the notice that non-authentic documents are provided, the Contractor may be disqualified and if any Contract is in place, it may be terminated immediately.
- BL shall have right to audit Contractors records to verify the authenticity of the documents, during any phase of the Contract.

**Questionnaire for HSE Pre-Qualifications of contractors:**

Contractor Details	
Company Name	
Contact Person for HSE	
Name	
Telephone Number	
E-Mail Address	

	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
1	Do you have a signed and dated HSE Policy?			Attach HSE Policy	1
2	Do you confirm that you will comply with HSE Policy as per Appendix in as much as it is applicable to your scope of work?			None	1

	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
3	Do you have a Health and Safety System certified by an accredited body to a recognized standard? (Eg : OHSAS 18001)			Provide Certificate Current	3
4	Do you have an Environmental Management System Certified by an accredited body to a recognized standard? (Eg : ISO 14001 )			Provide Certificate Current	3
5	Have you identified, documented and maintained your Health and Safety risk assessment of your activities?			None	3
6	Have you identified, documented and maintained your Environmental Impact Assessment of your activities?			None	3
7	If you use subcontractors, will you assess them in terms of HSE?			None	2
8	Have you produced project/contract HSE plans for recently completed work?			None	2
9	Is HSE Covered in your company's organization chart?			Provide Chart. Current Org	2
10	Have HSE roles and responsibilities been defined in your company?			None	2
11	Have your employees received documented HSE training appropriate to the task they will undertake?			None	2
12	Do you identify and monitor compliance with HSE Legislation?			None	2
13	Do you carry out regular medical examination for your employees?			None	1
14	Is your company free from any charges or notices served by the regulatory authorities in relation to HSE in the last 3 years?			None	1
15	Do you have any procedure of reporting HSE Incident and investigation?			None	2

	Please provide your accident data for the current year and the last 2 calendar years Note: this must include the data of any contractors working for your organization.	Current Year	Current Year -1	Current Year -2	Period Average (Three years average)
16	Number of Fatalities				
17	Number of Environmental Incidents reported to Pollution Control Board				
18	Number of accidents with 2 or more days lost time.( LTI)				
19	Man Days Lost				
20	Total Hours Worked				

I confirm that the above information is correct and that further evidence to support this will be provided to BL on request.

Name	Position	Company	Date	Signature

## **Appendix-B**

### **HSE REQUIREMENTS BY CONTRACTORS (To be a part of contract documents)**

#### **1.0 Housekeeping**

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

#### **2.0 Confined Space**

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- 2.1 Confined spaces are kept identified and marked by a sign near the entrance(s).
- 2.2 Adequate ventilation is provided
- 2.3 Adequate emergency provisions are in place

2.4 Appropriate air monitoring is performed to ensure oxygen is above 20%.

2.5 Persons are provided with Confined Space training.

2.6 All necessary equipment and support personnel required to enter a Confined Space is provided.

### **3.0 Tools, Equipment and Machinery**

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

### **4.0 Working at Height**

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

#### Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

#### Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i) Only approved full body harness and two shock-absorbing lanyards are used,
- ii) Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii) Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv) Lifeline systems must be approved by Owner before use.
- v) Use of ISI marked industrial helmet at all point of time.

## **5.0 Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

## **6.0 Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
- v) Ladders shall be maintained free of oil, grease and other slipping hazards
- vi) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- vii) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

## **7.0 Lifting Operations**

### **7.1 Cranes and Hoisting Equipment**

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

### **7.2 Lifting Equipment and Accessories**

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

## **8.0 Lockout Tag out ("LOTO")**

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

## **9.0 Barricades**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

## **10.0 Compressed Gas Cylinders**

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

## **11.0 Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- i) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- ii) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- iii) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

## **12.0 Hot Works**

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

## **13.0 Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.



Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

#### **14.0 Environmental Requirements**

##### **14.1 Waste Management**

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

##### **14.2 Spills**

The Contractor is responsible for the provision of adequate spill kits/protection and the cleanup and disposal costs arising from such spills.

##### **14.3 Emissions**

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner. Emissions include but are not limited to noise, dust, fumes, vapours.

## TECHNICAL SPECIFICATION

### 1.00 GENERAL

- 1.01 The dock leveler to be designed as variable grade ramp platform that is to be used as a bridge between the loading dock floor surface and the surface of the load bed of a transporter vehicle. The dock leveler should allow for safe and efficient loading and unloading of goods to/from a transporter vehicle using forklifts or pallet trucks and must be able to support extremely heavy loads. It must also be able to service a wide range of load bed heights and accommodate unevenly distributed loads. The dock Leveler incorporates a "floating" rear hinge; otherwise known as Maintained tilt that allows the deck plate to tilt to accommodate canted load beds. The Dock Leveler is designed to withstand the repeated abuse of dynamic stresses, while maintaining its versatility and structural integrity. Civil Work required for the Dock Leveler will be done by owner. Power Supply will be provided at one location. Dock Levelers will be fixed at +1.5 mtr height from road/vehicle parking level.
- 1.02 The equipment should be designed for easy maintainability and the controls should be operator friendly. Mounting of various control elements should be of easy dismantling types. All electrical/electronics should be suitably tropicalized (Maximum operating temperature of 50 degree centigrade and relative Humidity of 100%). The dock levelers will be installed outside the warehouses on the extended concrete platform. Accordingly, protection measures required for open atmospheric conditions shall be taken.
- 1.03 The minimum technical requirements/specification for the dock leveler are given below

S.No	Description of Item/ Parameters	Specification
1	Manufacturing Standard	ISO-9001 : 2008 or CE European Certification
2	Capacity of Dock Leveler (Dynamic Load)-Min	<b>15,000 Kg.</b>
3	Deck width (minimum)	2000 mm.
4	Platform Length (minimum)	2700 mm.
5	Nominal Height (minimum)	as per design
6	Lip Extension	400 mm- single plate.
7	Lip Thickness (Minimum)	16 mm
8	Operation- [a] Lift [b] Lip	Hydraulic Hydraulic.
9	Working Range [a] Above [b] Below	350 mm+/- 50. 250 mm +/- 50
		<b>Total range at least 600</b>
10	Platform	i) The Platform should be made of high-quality Mild Steel anti slip chequered plates of minimum 8mm thickness with necessary rigid base frame arrangement with beams, channels, angles etc. ii) The platform should also have sufficient torsion strength. iii) The connections between the frame and the lip should be strong enough to give a safe guaranteed operation and a long life span.

Sl. No.	Description of Item/ Parameters	Specification
11	Swing Lip	<ul style="list-style-type: none"> <li>i) The Swing lip should be of minimum 16mm tear plate material.</li> <li>ii) The front part of the lip should be bent by 5 Degree for ergonomic reasons.</li> <li>iii) It should also have tapered edges on both the sides.</li> </ul>
12	Hydraulic System and other details	<ul style="list-style-type: none"> <li>i) The hydraulic system should consists of atleast 1 (one) Elevation Cylinder of min. 80mm dia. and 1 (one) lip cylinder of min. 50mm dia. However, as per design requirement, 2 cylinders can also be provided for deck.</li> <li>ii) Emergency valves to be provided in the lift cylinders in order to restrict the down movement of leveler even after lorry leaves the dock during loading or unloading.</li> </ul>
a	Pressure Rating	120 Bar
b	Make & Country of Origin for Power Pack(to mention)	To be mentioned by bidder.
c	Motor Rating	To be mentioned by bidder
d	Motor Cable Spec	To be mentioned by bidder
e	Main Fuse Rating	To be mentioned by bidder
f	Electric Supply to be provided by us/owner	3-phase, 415 Volts at single point
g	Separate Control Panel for operation	To be provided Electrical Control Unit (MCB and Contactor etc.) as required.
13	Safety Arrangements	<ul style="list-style-type: none"> <li>i) Over Load Protection</li> <li>ii) Power Failure Protection</li> <li>iii) Side Foot Guards to be provided</li> <li>iv) Safety Signals in the form of stickers to be provided for all moving parts.</li> <li>v) Safety bar to be provided for maintenance works.</li> </ul>
14	Safety Accessories/ Fixed Position Buffer	<ul style="list-style-type: none"> <li>i) Buffers should be designed to absorb impact during the docking process protecting the vehicle and the docking system.</li> <li>ii) These buffers should be fixed position buffers.</li> <li>iii) Should consists of Plate (Hot Dip Galvanized ) 350x 250x 12mm (minimum size)</li> <li>iv) Size of Buffer – Minimum 330x 250x 110mm</li> <li>v) Minimum Qty- 2 nos</li> </ul>
15	Pressure Rating of Cylinder	To be mentioned by bidder
16	Controls	Push button Control clearly marked" Lip Up/Lip Down" and" Deck Up/Deck Down" shall be provided.
17	Finish	2 (Two) coats of primer & 2(two) coats of Epoxy polyurethane paint of approved shades.

**ANNUAL MAINTENANCE CONTRACT:**

- i) Annual Maintenance Contract (after 1-year guarantee period): Rectification & maintenance of Dock levelers. (excluding cost of spares and consumables) including manpower, tools tackles etc. required for maintenance shall be quoted as per the Schedule of Work.
- ii) The charges to be paid on quarterly invoices raised after completing the inspection/maintenance calls and submitting the inspection report duly verified by the Plant-in-Charge. The charges of consumables shall be paid separately.
- iii) The contract firm has to carry out 4 (four) Quarterly Preventive Maintenance Schedules and attend unlimited breakdown calls through specially trained staff.
- iv) The break down calls shall be attended at the earliest or maximum within 2 working day to continue un-interrupted operations. If break down calls are not attended within 2 day owner will have right to apply LD/penalty as applicable.

**LIST OF APPROVED MAKE**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Approved Make</b>
1.	Power Pack	Vickers/Rexroth/ Danfoss
2.	Motor	CGL/BBL/ABB
3.	Gear Pump	Yuken
4.	MCB	ABB/Schneider/Havells
5.	Hydraulic Valves, fittings	Yuken
6.	TPIA	Llyods/ LRIS / CEIL / PDIL / BAXCOUNSEL / /TUV/SGS/Bureau Veritas.

Besides mentioned makes, **approved equivalent make** can also be used.

## TENDER DRAWING

1. Drawing No. AA/Rly/1691/BL&CL/PEB-02D, Rev 0- GA & DETAILS OF PROPOSED PEB WAREHOUSE MKD 02D (117 M x 45 M) OF DOMESTIC AREA
2. Drawing No. AA/Rly/1691/BL&CL/PEB-02E, Rev 0- GA & DETAILS OF PROPOSED PEB WAREHOUSE MKD 02E (120 M x 45 M) OF EXIM AREA



बामर लॉरी एंड क. लिमिटेड

(भारत सरकार का एक उधम)

**BALMER LAWRIE & CO. LTD.**

(A Government of India Enterprise)

Multi-Modal Logistics Hub (MMLH)

SBU – Logistics

30-15-154/4F2, 5th Floor, GKP Heavenu,  
Dabagardens Main Road, Visakhapatnam - 530020

## TENDER DOCUMENT

for

**Design, Manufacture, Supply, Installation & Commissioning of  
Dock Levelers**

for

**Multi-Modal Logistics Hub at Visakhapatnam, Andhra Pradesh**

**Tender No. MMLH /DOCKLEVELR/ PT / 22**

**Date: 19.07.2017**

**Due Date: 10.08.2017, 16:00 Hrs**

**PART – II (PRICED)**

- 1.0 Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications, Drawings and other Tender Documents.
- 2.0 The work shall be carried out as per approved drawings, Specifications and the description of the items in this Schedule and/or Engineer's instructions. Drawings enclosed with these documents are only for providing some preliminary of the work involved.
- 3.0 Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Engineer-In-Charge.
- 4.0 Unless specifically mentioned otherwise in the Contract, the Tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, Constructional Plant, Temporary Work, labour, materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.
- 5.0 The Quantities of the various items mentioned in the Schedule of Items are approximate and may vary or may be deleted altogether. The Supplier, in his own interest, should get an indication of the probable extent of the work to be executed under any particular item in this Schedule before undertaking any preliminary and enabling work or purchasing bought out components related to the work.
- 6.0 Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellations should be countersigned by the Tenderer. In case of illegibility, the rates written in word will be considered final. All entries shall be in English language.
- 7.0 Engineer's decision shall be final and binding on the Supplier regarding clarification of items in this Schedule with respect to the other sections of the Contract.
- 8.0 For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analyzed as follows:

Rate for extra item = Cost of material (a) + cost of labour inclusive of all necessary tools, tackles, equipment, machinery and consumable (b) required to carry out the work + 15% of (a+b) towards profit and overhead + taxes, duties etc. as applicable.

**SCHEDULE OF WORK**

**Tender: Design, Manufacture, Supply, Installation & Commissioning of Dock Levelers for Multi-Modal Logistics Hub at Visakhapatnam, Andhra Pradesh**

**Tender No. MMLH /DOCKLEVELER/ PT / 22**

Item No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
<b>[A]</b>	<b>SUPPLY</b>				
1.0	Design, Manufacture and Supply of Hydraulically operated 15 Ton (dynamic) "Dock Leveler" including all connected accessories, first fill of consumables, lubricants, oil etc as per technical specifications, General Conditions of Contract given in the unpriced bid-Part-I.	No.	12		
2.0	Applicable SGST % - bidder to confirm				
3.0	Applicable CGST % - bidder to confirm				
4.0	Applicable IGST % - bidder to confirm				
5.0	Loading, transportation, transit insurance & unloading				
6.0	<b>Net Delivered Price [A] =1.0+ 2.0+3.0+4.0+5.0</b>				
<b>[B]</b>	<b>INSTALLATION &amp; TPIA Charges</b>				
7.0	Installation, testing & commissioning in all respect	No.	12		
8.0	Third Party Inspection Charges at vendor's works (Optional)	No.	12		
9.0	<b>Subtotal for INSTALLATION &amp; TPIA Charges</b>				
10.0	Applicable SGST % - bidder to confirm				
11.0	Applicable CGST % - bidder to confirm				
12.0	Applicable IGST % - bidder to confirm				
13.0	<b>Total for Installation +TPIA with taxes (9+10+11+12)</b>				
<b>[C]</b>	<b>AMC</b>				
14.0	Annual Maintenance Contract (after 1-year guarantee period): Rectification & maintenance of Dock levelers. (excluding cost of spares and consumables) including manpower, tools tackles etc. required for maintenance. The charges to be paid on quarterly invoices raised after completing the inspection/maintenance calls and submitting the inspection report duly verified by the Plant-in-Charge. The charges of consumables shall be paid separately.				

**BIDDER NOT TO QUOTE  
HERE**



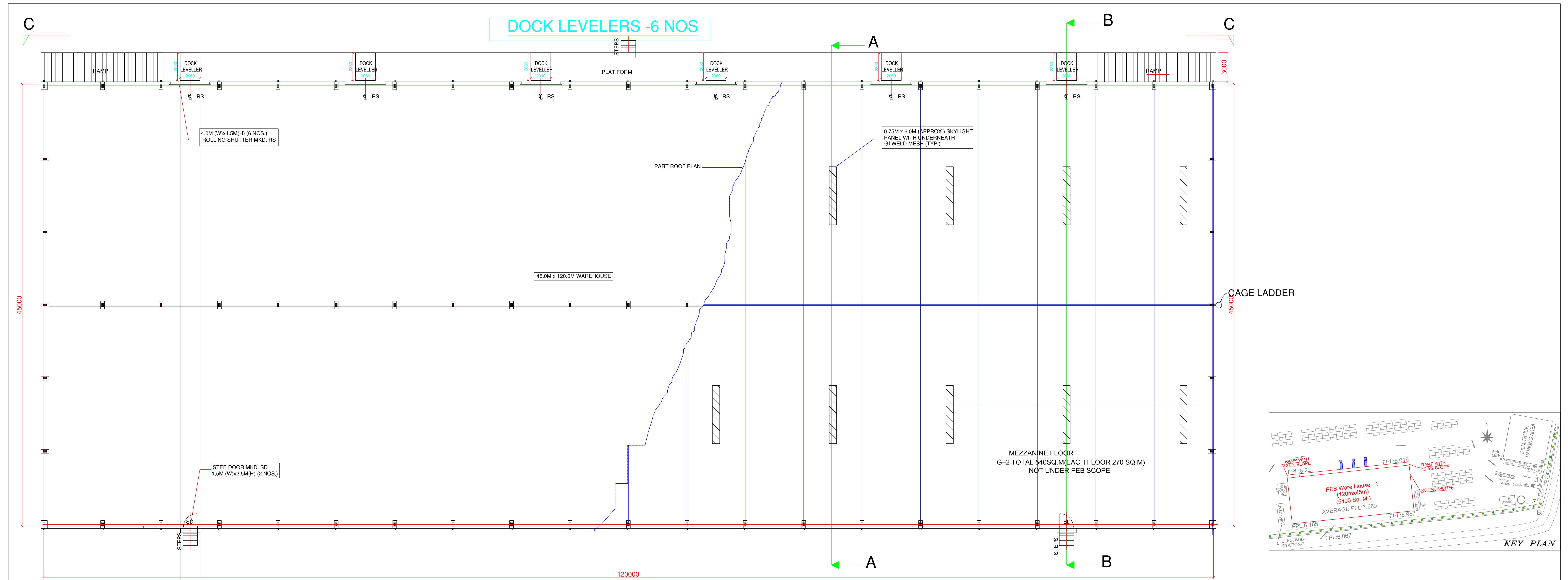
15	1 <sup>st</sup> year	LS	1		
16	2 <sup>nd</sup> year	LS	1		
<b>17.0</b>	<b>Sub total</b>				
18.0	Applicable SGST % - bidder to confirm				
19.0	Applicable CGST % - bidder to confirm				
20.0	Applicable IGST % - bidder to confirm				
<b>21.0</b>	<b>Total for AMC (17+18+19+20)</b>				
	<b>GRAND TOTAL (A+B+C)</b>				
		-			

**Note:**

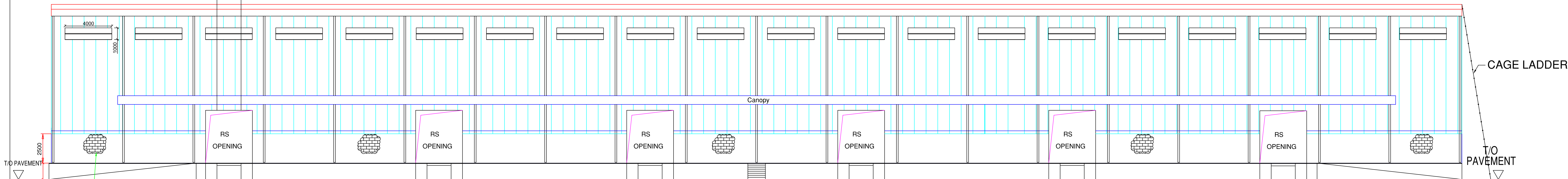
- 1) The bidder must pass on Input tax Credit to VPLPL.
- 2) IGST or CGST+SGST as applicable shall be quoted by the bidders



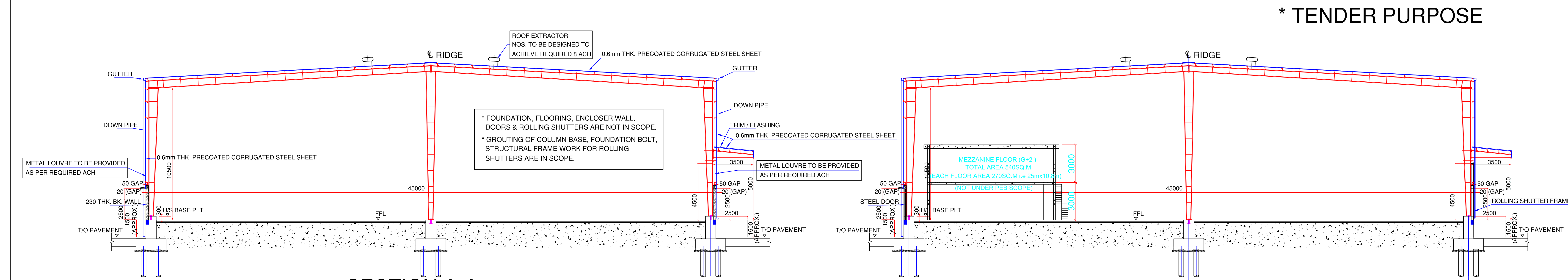




PLAN  
WARE HOUSE - 02E (120M X 45M)



ELEVATION C-C




SECTION A-A

SECTION B-B

\* TENDER PURPOSE

- NOTES:-
1. ALL DESIGNS ARE AS PER TENDER SPECIFICATIONS.
  2. UNDER SIDE OF BASE PLATE SHALL BE 300mm FROM FFL.
  3. EXPANSION JOINT IN WAREHOUSE TO BE PROVIDED AS PER IS: 800 AND TO ACHIEVE REQUIRED STABILITY WITH BRACING SYSTEM.
  4. FOR LOCATION REFER LAYOUT PLAN.
  5. CIVIL FOUNDATIONS / FLOORING IS NOT IN SCOPE.

CLIENT : <b>VISAKHAPATNAM PORT LOGISTICS PARK LIMITED.</b> (A BALMER LAWRIE - VISAKHAPATNAM PORT TRUST JV)		
PROJECT : <b>PROPOSED MULTI MODAL LOGISTICS HUB AT VIZAG</b>		
TITLE : <b>GA &amp; DETAILS OF PROPOSED PEB WARE HOUSE MKD. 02E (120M X 45M) OF EXIM AREA</b>		
CONSULTANTS :  <b>aarvee associates</b> architects engineers consultants pvt.ltd. Ravula Residency, Srinagar Colony Main Rd., Hyderabad-82, India Tel: +91-40-23737633; Fax: +91-40-23736277 e-mail: railways@aarvee.net; web: www.aarvee.net		
DRG.NO. AA / Rly / 1691 / BL&CL / PEB - 02E	DRAWN BY	A.V. NARESH / AM (Drawings)
SCALE : NOT TO SCALE (A1)	CHECKED BY	MOHAN / Manager
SHEET No. 1/1	Rev.No. 0	
ISSUED Dt : 04-02-2017	Rev Dt:	TVSS RAO / A.V.P