



**Multi-Modal Logistics Hub (MMLH)
SBU – Logistics
30-15-154/4F2, 5th Floor, GKP Heavenu,
Dabagardens Main Road, Visakhapatnam - 530020**

**TENDER
for
Supply of Wooden Pallets for Temperature Controlled
Warehouse
at
Multi-Modal Logistics Hub, Visakhapatnam, Andhra Pradesh**

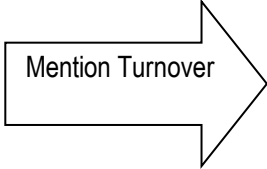
Tender No. MMLH / TCW / PAL / PT / 40

Date: 01.10.2018

Due Date: 12.10.2018, 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 Confirmation /Submission (Yes / No)
	<u>PQ Criteria</u>	
1	Demand Draft or Bank Guarantee for Earnest Money Deposit	
2	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)	
3	Audited Annual Reports for Last 3 financial years ending 31 st March,2018	
3.1	<div> <div>Turnover in FY 2015-16</div> <div>Turnover in FY 2016-17</div> <div>Turnover in FY 2017-18</div> </div> <div>  </div>	<div>.....</div> <div>...</div> <div>.....</div> <div>...</div>
4	Purchase Order and Completion Certificates for similar supply of Pallets as per required pre-qualification criteria	
5	PAN	
6	GST Registration	
7	Confirmation on Delivery as per schedule	
8	Stamped and Signed Tender Document along with addendum/corrigendum	
9	Confirmation of ' NO DEVIATION' from Tender	
10	Confirmation of Bid Validity of 90 days	

Hard copies 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.

Bidder's Information

Sl. no.	Description	Details to be filled up by Vendor/Supplier
1	Name1 (max. 35 char.)	
2	Name2 (max. 40 char.)	
3	Street/House No. (max. 50 char.)	
4	Street1 (max. 40 char.)	
5	Street2 (max. 40 char.)	
6	PIN Code (Postal Index No. e.g. "700001") (max. 6 char.)	
7	City/Place (e.g. "Kolkata" or "Dehradun") (max. 40 char.) or as the name of the city	
8	Country ("India" or "England" or as the name of country be)	
9	State (Name the state from where the office of Vendor/Supplier operates)	
10	First Tel. No. (With STD Code): (e.g. 033-22225280 or 022-66552814) (max. 30 char.)	
11	First Fax No. (with STD Code)	
12	Contact Person	
13	First Mobile No.	
14	E-mail Address) (max. 40 char.)	
15	PAN No. :	
16	GSTIN Registration No. :	
17	GSP Name (GST Suvidha Provider)	
18	SAC Code no.	
19	Bank Name (max. 60 char.)	
20	Street (max. 35 char.)	
21	City (max. 35 char.)	
22	Branch (max. 40 char.)	
23	IFSC Code	
24	MICR Code	
25	Account No.	
26	Type of Account (Current, Savings, etc.)	

LIST OF CONTENT:

UN-PRICED PART (PART I)

1. NOTICE INVITING TENDER
2. CONDITIONS OF CONTRACT
3. TECHNICAL SPECIFICATION

PRICED PART (PART II)

1. SCHEDULE OF WORK

Tender No. MMLH / TCW / PAL/ PT / 40**1.0 TENDER INVITATION**

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, Correspondence address at 30-15-154/4F2, 5th Floor, GKP Heavenuue, Dabagardens Main Road, Visakhapatnam - 530020, Andhra Pradesh, Tel: + 91 891 2564933 invites **ONLINE BIDS** from experienced, competent and resourceful suppliers for Supply of Wooden Pallets for its Multi-Modal Logistics Hub set up at Visakhapatnam, Andhra Pradesh.

2.0 SCOPE OF SUPPLY

The bidder is required to supply **2000 nos** wooden pallet of 1 MT Capacity each size 1200mm X 1000 mm as per technical specification and Schedule of Work.

3.0 DELIVERY PERIOD

Time is the essence of the order. The time schedule for supply of the pallets shall be **Two (2) Calendar Months** from the date of placement of order or LOI whichever is earlier.

4.0 EARNEST MONEY DEPOSIT

4.1 Unpriced Part of the Bid should be accompanied by a Demand Draft or Bank Guarantee of **Rs 16,000.00 (Rupees Sixteen Thousand Only)** towards Earnest Money Deposit (EMD) executed by any scheduled bank drawn in favour of 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 **90 days** after the due date of tender submission.

4.2 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.

However, payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. SCT/ST Category having MSMED/NSIC certificates should specifically mention the same. MSME/ NSIC vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.

The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can

be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

- 4.3 For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- 4.4 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the work order and the acknowledgment of the same has been received by VPLPL.
- 4.5 EMD is liable to forfeiture in the event of:
- a) Withdrawal of offers during validity period of the offer.
 - b) Non acceptance of orders by the bidder within the stipulated time after placement of order.
 - c) Any unilateral revision made by the bidder during the validity period of the offer.
 - d) Non submission of Security Deposit.
 - e) Bidders submitting false/fabricated/bogus documents in support of their credentials

5.0 PRE-QUALIFICATION CRITERIA

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

5.1 EMD or NSIC/MSME Registration Certificate

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

5.2 Turnover Criteria

Average annual turnover of the tenderer shall be minimum of **Rs 9.6 Lakhs** during last 3 (three) financial years ending 31st March, 2018. Audited Annual Reports for Last 3 financial years ending 31st March, 2018 shall be submitted in support of that.

5.3 Previous Credentials

The tenderer should have successfully supplied wooden pallets for warehouses racking system of the following minimum values during past seven (7) years ending last day of month previous to the one in which tenders are invited:-

- a. 3 jobs each of value not less than **Rs 12.8 Lakhs** or
- b. 2 jobs each of value not less than **Rs 16.0 Lakhs** or
- c. 1 job of value not less than **Rs 25.6 Lakhs**

Copy of purchase orders and completion certificate/ certified bills 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.

5.4 PAN & GST Registration

Tenderers are required to submit attested photocopies of PAN, GST Registration along with Un-priced part of their offer, failing which their offer may be liable to be rejected.

6.0 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, Conditions of Contract, and Technical Specification. 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** (mob no. 7893422855).

7.0 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):

Mr TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
Mr Artha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
Mr CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
Ms Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

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 Jafor**.

The bidder must keep track of the Addendum / Corrigendum / Amendment, if any, issued by the Tender Inviting Authority by visiting the website of Balmer Lawrie & Co. Ltd. (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 (Visakhapatnam Port Logistics Park 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.

The hardcopies as explained above under sealed envelope should reach the office of **Project Head (MMLH) located at 30-15-154 / 4F2, 5th Floor, GKP Heavenue, Dabagarden Main Road, Visakhapatnam 530020**. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 5th floor at the above address during business hours (between 9.30 am and 6.30 pm). The price bid in pdf format shall be downloaded from the website, bidders to fill in their rates & amounts on hard copy, stamp, sign, scan and upload the same in e-procurement website of Balmer Lawrie & Co. Ltd. **Hard copy of price bid shall not be submitted.**

8.0 TERMS OF PAYMENT.

- 8.1 **100%** of Contract value including all taxes, duties, freight etc. against receipt of material as per the schedule of work at site in good and acceptable condition.
- 8.2 **10%** of above basic value shall be retained as retention money for the defect liability period of Twelve (12) Calendar months which shall be reckoned from the date of successful supply of full lot.

The retention money may be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability and performance maintenance period, 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.

9.0 TAXES & DUTIES

All taxes and duties etc. as shall be mentioned in the Schedule of Work while submitting Price Bids.

10.0 INSPECTION

The owner (VPLPL) reserve the right to inspect the Pallets 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.

11.0 NON-CONFORMANCE

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

12.0 VALIDITY OF OFFER

Tendered shall keep their offer valid for a period of **90 days** from the date of opening of Unpriced bid.

13.0 RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Rates. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (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 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 annexure / 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.

14.0 RIGHT TO ACCEPT OR REJECT TENDER

- 14.1 M/s Visakhapatnam Port Logistics Pvt Ltd reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the tenderer (s) in the manner it considers suitable. 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.
- 14.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (VPLPL) is detected at any stage.
- 14.3 All the bids will be evaluated based on pre-qualification and other criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the pre-qualification criteria will not be considered for commercial evaluation.
- 14.4 Tender if submitted through e-mail or fax shall be summarily rejected.
- 14.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.
- 14.6 **Clarifications /exceptions / deviations to the tender terms & conditions and specifications:**
Visakhapatnam Port Logistics Pvt Ltd expects Tenderers to confirm compliance to tender terms & conditions and specifications, failing which the Tenderers are liable to be rejected. Hence all Tenderers in their own interest are advised to submit their bids in all respects confirming to all terms & conditions of the bid document.

Bids shall be evaluated based on the information / documents available in the bid. Hence Tenderers are advised to ensure that they submit appropriate and relevant supporting documentation alongwith their proposal in the first instance itself. Bids not complying the requirements of bid documents will be rejected without any further opportunity.

For any Technical clarifications / queries Tenderers are requested to contact **Sk Abu Jafor, e-mail:Jafor.a@balmerlawrie.com)** (from 10.00AM to 06.00PM, Monday - Saturday).

For **Visakhapatnam Port Logistics Park Ltd.**

(G C Saha)
Project Head (MMLH)

CONDITIONS OF CONTRACT

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 **The "Project" shall mean Multi Modal Logistics Hub at Visakhapatnam, Andhra Pradesh.**
- 1.03 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.
- 1.04 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.

2.00 DETAILS TO BE SUBMITTED ALONG WITH THE TENDER

The tenderer shall submit the following along with the following:

- (i) Hard copy 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 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 Visakhapatnam Port Logistics Park 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) Similar Supply executed in past Seven years by the tenderer with copy of work orders from the client/ consultant appointed by the client.
- (v) Audited annual report for last three financial years, PAN / GST.

- (vi) The bidder should not be blacklisted by any PSU / Govt. Dept/ Govt Agencies (Self Declaration duly signed by Authorised Signatory).

3.00 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 Ltd.
 - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be valid at least 60 days after completion of supply.
- (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.
- (iv) Security Deposit will be returned after completion of Supply.

4.00 LIQUIDATED DAMAGE

Timely-completion is the essence of purchase order. In case of delay in execution of the order beyond order/ contractual delivery date as stipulated in the order by the Owner at its opinion can

i) Either

Accept the delayed completion on price reduced by sum equivalent to **0.5 percent** of the total order/ contract value per week of delay or part thereof subject to a maximum of **5%** of the total basic order value as pre-agreed Liquidated Damage.

ii) Or

Cancel the order in part or full and get the work done from other agencies on account at the risk of the tenderer without prejudice to its right under (i) above in respect of works completed. All costs and expenses incurred by the Owner, if any, resulting from cancellation of order shall be recovered from the Tenderer.

Tenderers are advised to submit quotations strictly based on the terms, conditions and specifications contained in the Tender Document and not stipulate any deviations. However, if it becomes unavoidable, deviations should be stipulated with reference to the clause number, para and page number of the Tender Document. Owner reserves the right to evaluate offers containing deviations having financial implications after adding cost of such deviations as determined by the Owner.

5.00 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.

6.00 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

7.00 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

8.00 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 reserves the right to inspect the material 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.

9.00 NOTIFICATION OF DELIVERY OR DESPATCH

Notification of delivery / dispatch on the Purchaser's standard dispatch advice in regard to each and every consignment shall be made to the consignee and to the Purchaser immediately upon dispatch or delivery. The Supplier shall further supply to the Purchaser 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.

10.00 COMMISSIONING / AFTER SALES SERVICE DURING GUARANTEE PERIOD

The supplier shall be responsible for the successful usage of the Pallet. They shall also depute their technical personnel for attending to any defects during Guarantee period.

During the period of guarantee the vendor's representative will visit the plant as required for sorting out any operational problems without any charges.

11.00 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.

12.00 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared 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.

- 12.1 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Supplier shall continue and to be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the Owner) and the Supplier shall remain liable and bound in all respects under the Contract.

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 Ltd.
 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. VISAKHPATNAM PORT LOGISTICS PARK LTD, 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 . VISAKHPATNAM PORT LOGISTICS PARK LTD (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 to 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)

TECHNICAL SPECIFICATION

Size of the Pallet – 1200mm (frontal) x 1000mm (depth) x 155mm (height) with a variation of +/-5mm

Quality of Woods

1. Pallets material shall be with well-seasoned and good quality **PINE** wood.
2. Material should be free from any tapping mark and knot.
3. The pallets should be suitable for application under temperature of minus 28 degree centigrade.
4. The planks should be dried in seasoning kiln and moisture content should be less than 12%.
5. The planks should be straight and flat and should not have any bend.
6. The dried planks should be surface planed in order to get good finish and smoothness.
7. Cross planks should be adequately nailed to make it a rigid pallet.
8. After fabrication of the pallets the same should be again smoothened in order to get final finish.
9. All the pallets should be numbered serially.
10. The pallets should be coloured as per the approved color code of the company.

Member Dimentions

1. Pallets shall have two way entry by forklift / reach stacker.
2. Runner size shall be 125mm deep x 65mm wide and 1000mm long – 3nos.
3. Plank size shall be 100mm wide x 40mm thick and 1200mm long – 8nos.

A sample piece shall be made for inspection by the owner. Entire lot shall be taken up for fabrication on obtaining clearance on the sample piece.



**Multi-Modal Logistics Hub (MMLH)
SBU – Logistics
30-15-154/4F2, 5th Floor, GKP Heavenue,
Dabagardens Main Road, Visakhapatnam - 530020**

**TENDER
for
Supply of Wooden Pallets for Temperature Controlled
Warehouse
at
Multi-Modal Logistics Hub, Visakhapatnam, Andhra Pradesh**

Tender No. MMLH / TCW / PAL/ PT / 40

PART – II (PRICED)

SCHEDULE OF WORK					
Tender for Supply of Wooden Pallets for Temperature Controlled Warehouse for MMLH-Vizag					
Tender No. MMLH / TCW /PAL/ PT / 40					
Item no.	Item Description	Qty	Unit	Rate (INR)	Amount (INR)
1.0	Design, Fabrication & Supply of Wooden Pallet of capacity 1MT of size 1.2M x 1.0M x 0.155M thick using well-seasoned defect free PINE wood with all required accessories as per the technical specifications of tender document	2000	Nos	Bidders not to quote here	
2.0	Charges for loading, transportation, unloading and placement of pallet in multi-high racking system	1	Lot		
3.0	Total (Basic price)				
4.0	Add for GST		%		
5.0	Grand Total (Basic + GST)				