



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

**TENDER DOCUMENT
FOR**

**SUPPLY AND INSTALLATION OF SPLIT TYPE AIR CONDITIONERS FOR
ADMINISTRATIVE BUILDINGS AND OFFICES FOR MULTI MODAL
LOGISTICS HUB AT VISAKHAPATNAM, ANDHRA PRADESH**

Tender No. MMLH / AC/ PT / 39R

Date: 10.10.2018

Due Date: 23.10.2018, 16:00 Hrs

PART – I (UNPRICED BID)

TENDERER'S CHECKLIST POINTS

Tenderer shall require filling in the table below appropriately:

SI No.	Submission of Document	Tenderer's Confirmation /Submission (Yes / No)
1	Earnest Money Deposit	
2	Audited Annual Reports (for past three years)	
3	Work Orders for completed job in the past	
4	Power of Attorney of the Signatory if not Proprietor / Partner	
5	Confirmation on Time of Completion	
6	PAN	
7	Provident Fund Registration	
8	GSTIN Registration	
9	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)	
10	Make of AC as per Approved Make; List to be supplied (Bidder to mention)	

Hard copies of the above confirmatory documents must be sent before due date of submission.

Vendor'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. CONDITION OF CONTRACT
3. TECHNICAL SPECIFICATIONS

PRICED PART (PART II)

1. SCHEDULE OF WORK

NOTICE INVITING TENDER

Tender No. MMLH / AC/ PT / 39

Visakhapatnam Port Logistics Park Limited, a Joint Venture Company between Balmer Lawrie & Co. Ltd. and Visakhapatnam Port Trust, having its registered office at 21, Netaji Subhas Road, Kolkata - 700001, Correspondence address at 30-15-154/4F2, 5th Floor, GKP Heavenue, Dabagardens Main Road, Visakhapatnam - 530020, Andhra Pradesh, Tel: + 91 891 2564933 invite **ONLINE BIDS** from experienced, competent and resourceful vendor for supply and installation of split type air conditioners for administrative buildings and offices of multi-modal logistics hub at Visakhapatnam, Andhra Pradesh.

1.0 SCOPE OF WORK

The tender under reference covers Supply and Installation including loading, unloading of Split Type Air Conditioners for Administrative Buildings and Offices along with all pipes and accessories, remote controllers, voltage stabilizers as mentioned in Schedule of Work, Conditions of Contract (COC), technical specifications and drawings along with all enabling work as may be required for successful completion of the job. Air Conditioners shall be as per make-list mentioned elsewhere in this document.

2.0 COMPLETION PERIOD

Time is the essence of the contract. The time schedule for total work according to the contract shall be **Six (6) weeks** from the date of placement of order.

3.0 EARNEST MONEY DEPOSIT

3.1 Unpriced Part of the Bid should be accompanied by a Demand Draft or Bank Guarantee of **Rs 12,000** (Rupees Twelve Thousand only) towards earnest money deposit (EMD) executed by any scheduled bank drawn in favour of M/s Visakhapatnam Port Logistics Park Limited. payable at Kolkata as per format enclosed. EMD submitted by way of Bank Guarantee should be valid for a minimum period of 90days after the due date of tender submission.

3.2 Earnest Money deposit (EMD) and Tender fee are exempted for vendors 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.

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.

- 3.3 For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- 3.4 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.
- 3.5 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

4.0 PRE-QUALIFICATION CRITERIA

The prospective tenderers shall fulfill the following pre-qualification criteria:

- 4.1 Average annual turnover of the tenderer shall be **Rs 7.5 lakhs** during last three financial years ending 31st March, 2018.
- 4.2 The tenderer should have successfully executed supply and installation of split air conditioners / air conditioning systems 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 10 lakhs** or
 - b. 2 jobs each of value not less than **Rs 12.5 lakhs** or
 - c. 1 job of value not less than **Rs 20 lakhs**

Copy of work orders from the owner or from their consultant should be enclosed as supportive documents. Order copy issued by the owner to the consultant shall also be furnished if the order is issued by the consultant on behalf of the owner.

- 4.3 Tenderer should have valid PAN, GST registration, PF registration.

5.0 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, 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 in the tender document and seek clarification if any from **Sri Dhritiman Nandi**. Any clause defining offline bid submission in the tender document shall not be considered.

6.0 **TENDER SUBMISSION**

The intending tenderers shall be deemed to have visited the site and familiarise themselves thoroughly with the prevailing site conditions before submission of the tender. Non familiarity with the site conditions 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 tenderer is 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 furnish the original Demand Draft for Tender fee and Demand Draft /BG for EMD 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 for 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 read all the terms and conditions mentioned in the tender Document and seek clarification if any from if in doubt from Sri G C Saha.

The bidder should keep track of any Addendum / Corrigendum / Amendment issued by the Tender Inviting Authority on time-to-time basis in Company's website (www.Balmerlawrie.com) and e-procurement site (<https://balmerlawrie.eproc.in>). No separate newspaper advertisement shall be published for such Addendum / Corrigendum / Amendment etc. The Company calling for tenders 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 users. 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.

Neither the Company (Visakhapatnam Port Logistics Pvt 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 reasons thereof.

The hardcopies of the Bid Documents as explained above and also defined in clause no. 2.0 of Condition of Contract under sealed envelope should reach the office of Project Head (MMLH), at 30-15-154 / 4F2, 5th Floor, GKP Heavenue, Dabagarden Main Road, Visakhapatnam 530020. Loose papers/documents as far as possible shall be avoided. 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 shall be filled in and submitted in e-procurement website of Balmer Lawrie & Co Limited online.

7.0 SUPPLY OF MATERIAL

All materials required for the work shall be supplied by the vendor.

8.0 TAXES & DUTIES

Rates shall be inclusive of all taxes, duties & GST as applicable.

9.0 PAN, GSTIN & PF registration

Tenderers are required to submit PAN, GST registration and Provident Fund registration alongwith Un-priced part of their offer, failing which their offer may be liable to be rejected.

10.0 NON-CONFORMANCE

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

11.0 VALIDITY OF OFFER

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

12.0 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.

13.0 RIGHT TO ACCEPT OR REJECT TENDER

- 13.1 M/s Visakhapatnam Port Logistics Park 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. Fresh price bids shall be submitted in a sealed hard envelop with in 48 (forty eight) hours of notification by VPLPL.
- 13.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (VPLPL) is detected at any stage.
- 13.3 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.
- 13.4 Tender if submitted through e-mail or fax shall be summarily rejected.

13.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.

13.6 **Clarifications /exceptions / deviations to the tender terms & conditions and specifications:**

Visakhapatnam Port Logistics Park 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 **Sri D Nandi, e-mail:nandi.d@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

CONDITIONS OF CONTRACT

1.0 DEFINITIONS

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings respectively assigned to them namely,

- 1.1 The "Owner / Employer" shall mean Visakhapatnam Port Logistics Park Limited (VPLPL), a Joint Venture Company between Visakhapatnam Port Trust and Balmer Lawrie & Co. Ltd. having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001 and shall include its successors and assigns.
- 1.2 The "Project" shall mean "supply and installation of split type air conditioners for administrative buildings and offices of multi modal logistics hub at Visakhapatnam, Andhra Pradesh" of Multi Modal Logistics Hub at Visakhapatnam, Andhra Pradesh"
- 1.3 The 'Engineer-In-Charge'/'Engineer' shall mean the Engineer /Officer authorized by the 'Owner' for the purpose of the contract for overall inspection, Co-ordination and certification of billing.

2.0 DETAILS OF HARD COPIES TO BE SUBMITTED ALONG WITH THE TENDER

The tender, as submitted, shall consist of 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.** Priced bid shall only be submitted online. The price bid file in pdf format shall be downloaded from the website, bidder to fill in their item-wise rates & amounts on hard copy, stamp, sign, scan and upload the same.
- (ii) Earnest money amounting to and in the manner specified along with the Un-priced bid.
- (iii) The Power of Attorney or authorisation, 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 is a special "Power of Attorney" relating to the specific tender of Visakhapatnam Port Logistics Pvt Ltd only. 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". However, photocopy of such notarized true copy shall not be accepted.
- (iv) Similar work 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.
- (vi) PAN / GST / PF
- (vii) Any other documents required in terms of this tender
- (viii) The bidder should not be blacklisted by any PSU / Govt. Dept/ Govt Agencies (Self Declaration duly signed by Authorised Signatory).

3.0 RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Rates. The rate 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 authorised representative thereby indicating that each and every page has been read and the points noted.

4.0 RIGHT TO ACCEPT OR REJECT TENDER

The Owner 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 the Owner considers suitable. The work may be split up if considered expedient.

5.0 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 form:
 - a) Bank draft drawn on a Kolkata Branch of any Scheduled 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 sixty days** after the completion of work.
- (ii) If the Supplier fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner may 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) As and by way of additional security, from every progress bill of Supplier, Security Deposit in the form of Retention Money (interest free) at the rate of 10% (inclusive of initial security deposit of 5%) of the Gross Basic value of such bill as determined before payment shall be retained by the Owner. Owner can permit Supplier 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 Supplier in any form other than in cash or Demand Draft, Supplier 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 Supplier under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Supplier'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 Supplier at any time and realise cash thereof irrespective of whether or not Supplier disputes such right. However, if Supplier 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 Supplier under this Contract including completion of work in all respects, carrying out the obligations of Supplier during Defect Liability Period, Retention Money shall be released by Owner subject to recoveries, deductions and retentions therefrom as provided under the Contract.

6.0 SITE PARTICULARS

The intending tenderers shall be deemed to have visited the site and familiarised themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. Sri D Nandi (phone no. 8617775766.) may be contacted during office hours (Monday to Saturday 9.30AM to 6.30PM) may be contacted to organise site visit.

7.0 SUPPLY OF MATERIAL

- 7.01 All materials required for the work shall be supplied by the Supplier. In addition, all materials required for temporary and enabling work shall be arranged and provided by the Supplier. All incidental expenses, loading, unloading, transportation, handling, storage after delivery etc. shall be the responsibility of the Supplier and cost towards such expenses should be included in the finished item rates.
- 7.02 All other materials, as required to complete the works in all respects according to the contract rates shall be inclusive of all freights and other taxes, duties, loading, unloading, transporting, handling and storage charges etc.

8.0 TIME FOR COMPLETION OF WORK

Time is the essence of the contract. The tenderer shall submit their plan to complete the whole work according to the overall time allowed for the execution of work as given in the Tender Documents and NIT.

The Supplier shall complete in all respects in accordance with the Contract, the entire work at each job site within the time specified in this behalf in the Time Schedule.

9.0 TAXES & DUTIES

Rates shall be inclusive of all taxes, duties etc. as applicable.

10.0 LABOUR LAWS

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Supplier shall not pay less than what is provided under law to labourers engaged by him on Work.
- (iii) Supplier 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, Supplier may contact Owner for further details.
- (v) Supplier 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.

11.0 LIQUIDATED DAMAGE

- (i) If the Supplier is unable to complete the jobs specified in the scope of work within the period specified in NIT, it may request owner for extension of the time with unconditionally agreeing for payment of liquidated damage. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the Supplier's running account bill, as an ascertained and agreed Liquidated Damages, a sum equivalent to **1%** of contract value for each week of delay or part thereof. The LD shall be limited to **5%** of the basic 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 without proof of actual loss or damage caused by such delay/breach.

- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Supplier, in the event of his failing to complete the work 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 time for completion of the works as per provision of clause no. 10, provided further that the Supplier shall constantly use his best endeavour to the satisfaction of the Engineer-In-Charge to proceed with the works. 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 as per clause no. 10.0.5 for reasons not attributable to them and in such case time extension may be given without imposition of Liquidated Damage.

12.0 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.

13.0 TERMS OF PAYMENT

100% payment after supply & installation of all air conditioners and successful demonstration of all air conditioners and confirmation of warranty / submission of warranty cards of OEM.

14.0 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.

- 14.1 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.

15.0 EXTRA ITEMS OF WORK

During the course of execution of the work, should the Supplier come across items of work which are not covered under the Schedule of Rate or not included therein, the Supplier 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. Supplier shall submit a quotation along with the rate analysis 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.

16.0 RIGHT OF OWNER TO TERMINATE THE CONTRACT

- (i) If the Supplier being an individual or a firm commits any 'Act of Insolvency' or shall be adjudged as insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up

voluntarily or subject to the supervision of the Court or shall be unable to carry out and fulfil the contract and to give security therefore, is so required by the Engineer-in-Charge.

Or if the Supplier (whether an individual, firm or incorporated company) shall suffer execution to be issued.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Supplier.

Or shall assign or charge, encumber or sublet this contract without the consent in writing of the Engineer-in-Charge first obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the Supplier thereunder.

Or if the Engineer-in-Charge shall certify in writing to the Owner that the Supplier -

- a) has abandoned the Contract or
 - b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Engineer-in-Charge written notice to proceed or
 - c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
 - d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-in-Charge under these conditions or
 - e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or
- has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Supplier requiring the Supplier to observe or perform the same, or
- f) has to the detriment of good workmanship or in defiance of the Engineer-in-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
 - g) has failed to comply with the Engineer-in-Charge's instructions, or
 - h) has in the opinion of the Engineer-in-Charge committed any breach of this Contract, then and in any of the said cases the Owner with the written consent of the Engineer-in-Charge may notwithstanding any previous waiver, after giving seven days' notice in writing to the Supplier terminate the Contract, but

without hereby affecting the right of the Owner of the powers of the Engineer-in-Charge or the obligations and liabilities of the Supplier in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the Supplier in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Supplier. And further, the Owner by its agents or servants shall be titled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other Supplier and the Supplier shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other Supplier or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-In-Charge shall give a notice in writing to the Supplier to remove his surplus materials and plant and should the Supplier fail to do so within the period of 14 days after receipt thereof by him, the Owner shall sell the same either by public auction or a private sale and shall be given credit to the Supplier for the amount realized. The Engineer-In-Charge shall thereafter ascertain and certify in writing under this hand what (if anything) shall be due or payable to or by the owner, the expense or loss which the owner shall have been put to in procuring the works to be completed and the amount, if any, owing to the Supplier and the amount which shall be so certified, shall thereupon be paid by the owner to the Supplier or by the Supplier to the Owner, as the case may be and the Certificate of the Engineer-In-Charge shall be final and conclusive and binding on the parties hereto. In the event of termination under this Clause, the Owner shall not be bound by any provision of this Contract to make any further payment to the Supplier until the said works are completed.

- (ii) Owner shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the Owner the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified and approved by Engineer-in-Charge and of the value of the Work done to date by the Supplier shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Supplier of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the Owner.
- (iii) Should the Contract be determined under sub-clause of this clause and the Supplier claims payment to compensate expenditure incurred by him in the expectation of completing the Work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to the satisfaction of the Engineer-in-charge. The Owner's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Supplier.

17.0 HSE REQUIREMENTS BY SUPPLIERS

Housekeeping

Suppliers 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 Supplier.

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.

Confined Space

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

As minimum Suppliers must ensure the following:

- Confined spaces are kept identified and marked by a sign near the entrance(s).
- Adequate ventilation is provided
- Adequate emergency provisions are in place
- Appropriate air monitoring is performed to ensure oxygen is above 20%.
- Persons are provided with Confined Space training.
- All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Supplier 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.

Working at Height

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

For any Supplier Personnel working at height, Suppliers shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Supplier 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 Supplier must ensure the following is applied:

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

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. Supplier Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

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.

Lifting Operations

Cranes and Hoisting Equipment

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

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

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.

Lockout Tag out (“LOTO”)

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

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..

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.

Electrical Safety

Prior to undertaking any work on live electrical equipment the Supplier 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:

- (a) 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.
- (b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- (c) Only qualified electrical Supplier Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

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.

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 Supplier shall assign a competent Supplier 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 Supplier 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.

Environmental Requirements

Waste Management

The Supplier is responsible to remove any waste generated by the work being done on the Site. The Supplier 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 Owner'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.

Spills

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

Emissions

The Supplier 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's Emissions include but are not limited to noise, dust, fumes, vapours.

18.0 PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS

The Supplier has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by Supplier's employee, the Supplier shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the Supplier for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the Supplier in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the Supplier by the authority.

ATTACHMENT - I**CONTRACT AGREEMENT****ARTICLES OF AGREEMENT FOR THE WORK OF**

made this day of between Messers / Mr

hereinafter called the "Vendor" (which term shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part and Visakhapatnam Port Logistics Park Ltd.; having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001, India hereinafter called the "Owner" which term shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

- (A) Owner being desirous of having provided and executed Work mentioned, enumerated or referred to in the Tender Document including anyone or all of the documents such as Notice Inviting Tender / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Safety codes, Drawings, Plans. Time Schedule, Letter of Acceptance of Tender, Agreed Variations, other documents has called for Tender.
- (B) Vendor has inspected Site and surroundings of Work specified in the Tender Document and satisfied itself/himself by careful examination before submitting its/his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of Site and local conditions, the quantities, nature and magnitude of Work, availability of labour and materials necessary for the execution of Work, the means has of access to Site, the supply of power and water thereto and the accommodation it/he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of Work, to be carried out under Contract, and has examined and considered all other matters, condition and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of Work and which might have influenced it/him in making its/his Tender.
- (C) The Notice Inviting Tender / Letter Inviting Tender, Tender Document, General Conditions of Contract, Special Conditions of Contract, Specifications, Letter of Acceptance of Tender, Schedule of Rates and other documents which, together with this agreement, constitute the terms and conditions under which the Vendor shall perform the works, are listed in the Appendix to the Agreement and they shall form part of this Agreement. For purpose of this Agreement, the expression 'Contract' shall also include any modifications, alterations, variations in the specifications by way of additions and deletion thereto, written instructions, directions etc. issued by the Owner from time to time.

AND WHEREAS

Owner accepted the Tender of Vendor for the provision and the execution of Work at the rates stated in the schedule of rates and finally approved by Owner upon the terms and subject to the conditions of contract.

Now this Agreement Witnessed and it is hereby agreed and declared as follows:

- (1) In consideration of the payment to be made to Vendor for Work to be executed by him/it, Vendor hereby covenants with Owner that Vendor shall and will duly provide, execute and complete Work and shall do and perform all other acts and things in Contract mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in Contract.
- (2) In consideration of the due provision, execution and completion of work, Owner does hereby agree with Vendor that Owner will pay to Vendor the respective amounts for the work actually done by him and approved by Owner at the Scheduled Rate and such other sum payable to Vendor under provision of Contract such payment to be made at such time and in such manner as provided for in Contract.

AND

- (3) In consideration of the award of the work, Vendor does hereby agree to pay such sums as may be due to Owner for the services rendered by Owner to Vendor such as power supply, water supply and others as set forth in Contract and such other sums as may become payable to Owner towards the controlled items of consumable materials or towards loss, damage to the Owner's Equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in Contract.

It is specifically and distinctly understood and agreed between Owner and Vendor that Vendor shall have no right, title or interest in the Site made available by Owner executed on Site by Vendor or in the goods, articles, materials, etc. brought on Site (Unless the same specifically belongs to Vendor) and Vendor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of Site or structures and Owner shall have an absolute and unfettered right to take full possession of the Site and to remove the Vendor, their servants, agents and materials belonging to Vendor and lying on Site.

Vendor shall be allowed to enter upon Site for execution of work only as a licensee simpliciter and shall not have any claim, right, title or interest in Site or the structures erected thereon equipment, plant and machinery installed, and Owner shall be entitled to terminate such license at any time without assigning any reason.

The Equipment, plant and machinery, materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from Site shall unless otherwise expressly agreed under this Contract, exclusively belong to Owner and Vendor shall have no right to claim over the same and such excavations and materials should be disposed of on account of owner according to the instructions in writing issued from time to time by the Engineer-in-Charge.

Vendor shall affect the payment of wages to its / his labours directly without the intervention of any intermediary and no amount by way of commission or otherwise shall be deducted or recovered from the wages of workmen.

The parties hereto hereby agree to submit to the jurisdiction of the courts situated at Kolkata for the purpose of actions and proceedings arising out of contract and the court at Kolkata_only will have the jurisdiction to hear and decide such actions and proceedings.

The vendor shall take adequate insurance cover at his/its properties etc. used in the work against all risks and the Owner shall not in any way be liable for the damages or loss caused to such properties etc., due to whatever causes.

Wrongful appropriation, or proven attempt of wrong appropriation, of materials belonging to the Owner or to any other Vendor working within the Site premises, or commission of any other criminal act by the Vendor, or his agents, or employees or workers shall be deemed to be a breach of contract on the part of the Vendor, and the Owner shall, in addition to the remedies available under the Agreement, be entitled to terminate the Contract forthwith at the risk and cost of the Vendor.

Terms and conditions, if any, stipulated by the Vendor while submitting his tender, or otherwise, shall be applicable only to the extent such terms and conditions are specifically accepted by the Owner in writing.

In witness whereof the parties have executed these presents on the day and the year first above written.

Signed and Delivered for
and on behalf of

Signed and Delivered for
and on behalf of

OWNER

VENDOR

In presence of Two Witnesses

1. _____

1. _____

2. _____

2. _____

Appendix referred to in Clause 'C' of the Agreement

Dated:

Item No.	Description of Documents
1.	Tender Document for the work of "-----" marked: Attachment - I, which contains, inter alias
a)	Tender Notice dated ----- for the work of "-----", and
b)	Special Conditions of Contract.
2.	General Conditions of Contract, marked: ----- Attachment - II: and ----- -----
3.	Letter of Acceptance vide No. ----- dated ----- marked: Attachment - III, along with Tender Schedule "-----" which is marked: Annexure - I to Letter of Acceptance No.----- dated ----- -----

ATTACHMENT – II**BANK GUARANTEE VERIFICATION CHECK LIST**

<u>CHECK LIST</u>	<u>YES</u>	<u>NO</u>
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 - IIa**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;
 - a) fails or refuses to execute the Contract Form if required; or
 - b) 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 Vendor) (hereinafter referred to as “the Vendor” which term or expression wherever the context so requires shall mean and include the partner or partners of the Vendor 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 Vendor 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 Vendor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor, we (set out the full name of the Bank) the Bankers of the Vendor 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 Vendor 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 Vendor 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 Vendor.
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 Vendor) (hereinafter referred to as “the Vendor”) 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 Vendor.

The conditions of the said Tender, inter alia, requires that the Vendor 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 Vendor) 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 Vendor) 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 Vendor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. (set out full name of the Vendor), or to extend time of performance by Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Vendor 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 Vendor 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 Vendors), 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:

(SIGNATURE OF TENDERER)

Technical Specification

Particulars	Details
Capacity	1 Ton, 1.5 Ton, 2 Ton (refer price schedule for details)
Power supply	230V , Single phase 50Hz
Warranty	Minimum 3 years from the date of demonstration and acceptance
Type of AC	Split Type
Type of condenser unit	Condenser unit with copper coil
Voltage stabilizer	Voltage stabilizer of approved make
Standard installation	Structural Member as per IS
Star Rating	BEE 3 Star or above (BEE rating from 01/01/2018), inverter type
Rated EER	As per latest BEE 3 Star criteria
Compressor type	Rotary compressor with copper fins
Refrigerant Gas	R22 or R-410
Servicing	Free servicing shall be provided for a period of 12 months from the date of demonstration and acceptance
Codes / Standards	IS: 1391 (Part-2)-Latest edition
Colour / Design	As per owner's choice

LIST OF APPROVED MAKE

Carrier, Blue Star, Voltas, Godrej, Hitachi

NOTE:

- 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 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.

SCHEDULE OF WORK

Tender No. MMLH / OF - EXIM/ LT / 39R					
Rate shall be inclusive of supply, loading, transportation, unloading, lifting, shifting, installation, testing, commissioning, conducting performance guarantee test at site and handing over of Split Air Conditioners for the Administrative Buildings and Offices of MMLH - Visakhapatnam					
SI No	Description	Unit	Quantity	Basic Rate (₹)	Amount (₹)
1	Supply, installation, testing & commissioning of 1 TR 3 star / inverter type split type air conditioner and all necessary piping and accessories, voltage stabilizer and remote control.	Set	7	<div>Bidder not to quote here</div>	
2	Supply, installation, testing & commissioning of 1.5 TR 3 star / inverter split type air conditioner and all necessary piping and accessories, voltage stabilizer and remote control.	Set	25		
3	Supply, installation, testing & commissioning of 2 TR 3 star / inverter split type air conditioner and all necessary piping and accessories, voltage stabilizer and remote control.	Set	10		
4	Supply & installation of additional insulated copper pipe in excess of 5M (supplied along with unit). To be paid at actual	RM	150		
5	Reinstallation of existing 1.5 TR Split air conditioner including removal from its existing location with all accessories complete with labour, material, scaffolding etc	Set	4		
A. Total (Basic)					
IGST (Bidder to Indicate rate)					
SGST (Bidder to Indicate rate)					
CGST (Bidder to Indicate rate)					
B. Total GST					
Total (A+B) Basic + GST					
Total Amount in Word :					