

Visakhapatnam Port Logistics Park Ltd Beside Mindi Railway yard, Mulagada village, Visakhapatnam - 530012

TENDER DOCUMENT FOR DOCK LEVELLER REPAIR WORKS AT MULTI MODAL LOGISTICS HUB AT VISAKHAPATNAM, ANDHRA PRADESH

Tender No. VPLPL/MMLH/21-22/DOCKRPR/LT/36

Date: 27/10/2021

Due Date: 6/11/2021

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Instructions for Participation in tendering	5
4	Scope of Work	7
5	General Terms and conditions	8
6	Declaration accepting terms & conditions by bidder	13
7	Particulars of the organization	14
8	Price Bid	16

NOTICE INVITING TENDER

Online bids (Single Bid System) are invited from experienced contractors who can fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading "General Terms and Conditions" and special terms and conditions, for undertaking the subject contract for **Dock Leveller repair work** at Visakhapatnam, Andhra Pradesh. The service providers should have local Offices at Visakhapatnam region to ensure satisfactory fulfilment of contractual obligations.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from our website www.balmerlawrie.com and the procurement website https://balmerlawrie.eproc.in.

S. No	Description	Details
1	Name of Work	Dock Leveller repair work
2	Tender No	VPLPL/MMLH/21-22/DOCKRPR/LT/36. Date 27/10/2021.
3	Validity Of Offer	120 days from the date of opening of Technical bid
4	Contract Period	1 month from the date Of placement of Order or LOI whichever is earlier.
5	Tender Fee	NIL
6	EMD	Bid Security Declaration
7	Downloading / Submission of	Tender :
	a. Starts on	27/10/2021 at 3.00 pm
	b. Closes on	06/11/2021 at 4.00 Pm
8	Opening of Tender	06/11/2021 at 5.00 Pm

1. LIST OF DOCUMENTS TO BE SUBMITTED

The signed and stamped copies off following documents should be sent as part of the technical/commercial bid submission

- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company a. /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- b. Company's PAN.
- Company's GST Registration. c.

2. **VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OF BIDS**

- If VPLPL wants to verify all the submitted documents, then the bidder should bring a. all original documents.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- Tenderer should be in a position to produce all the original documents and/or any c. other information on dates as intimated or as and when required by VPLPL.
- Incomplete Tenders are liable for rejection without any reference to the tenderer d. and decision of VPLPL in this respect will be final.
- If at any stage it transpires that any party submitted false or forged documents e. may be Blacklisted and the contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. VPLPL reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- Bids of any tenderer may be rejected if a conflict of interest between the bidder g. and Company (VPLPL) is detected at any stage.
- All the bids will be evaluated based on the criteria as mentioned in this NIT. h. Tenders of those bidders who are not meeting the criteria as specified in the NIT, may not be considered for commercial evaluation.
- Tenders, if submitted through e-mail or fax, shall be summarily rejected. i.

3. **BID SUBMISSION**

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 bidder 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

Com					
pany	HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))				
):	Please email your issues before your call helpdesk. This will help us serving you better.				
	Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001				
		Dedicated email : blsupport[at]c1in			
Dedicated Helpdesk for Balmer Lawrie					
	Contact Person	<u>E-Mail ID</u>	<u>Tel. No.</u>	Helpdesk Nos are open from	
_	1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI	
0	2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI	
	3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT	
	4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI	
	5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT	
	Escalation Level 1				
	Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071		

4 of 20

The bidder 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 bidder will not be accepted on the e-procurement platform.

All the bidders 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 bidder shall invariably furnish the original DD towards 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 bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. For submission of Online price bid, bidders are requested to download the excel sheet, fill the details, sign, scan and upload the same. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/issues arising out of this.

The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number after completing all the process and steps. M/s C1 India or VPLPL will not be responsible for incomplete bid submission by users. Bidders 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.

The Company (VPLPL) 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 should reach the office of VPLPL at the following address.

Kind Attention - Sayak Biswas,

Visakhapatnam Port Logistics Park Ltd. Multi Modal Logistics Hub, Sy No. 1P/2P, beside Mindi Railway siding, Mulagada village, Visakhapatnam - 530012 Contact No. +91 8961535106

4. Special Note

- a. VPLPL will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- b. The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the Balmer Lawrie website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

5. Filling of Tender Documents

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on VPLPL.
- d. The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by VPLPL.
- e. Bidder has to fill the relevant details in the uploaded price bid schedule.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

- 1) Inspection of 3 no. of Dock levellers of Josts make (Model DL 15), installed in PEB warehouse 1 at VPLPLpremises.
- 2) Repairing & service of Josts Make Dock Leveler (DL-15 Model) as per service report of inspection activity.
- 3) Scope of work includes all fabrication & electrical works.
- 4) Manpower and spares are under scope contractor

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY CRITERIA

The tenderers should meet the following eligibility criteria:

- Average annual turnover of the tenderer shall be minimum of Rs. 1 lacs during last one financial year ending 31st March, 2020. Copies of auditor's certificate to be submitted.
- Submission of "Bid Security Declaration" as found in Annexure 2, duly signed by bidder.
- Agency should have GST Registration number, copy of registration certificate is to be submitted.
- The agency needs to furnish self-declaration that they are not black listed by any PSU/Government Institutions.
- The agency should have a local office at Visakhapatnam city. Proof of address to be provided.

2. SUBMISSION OF BIDS

The bids should be submitted in single bid process i.e. technical / Commercial Bid [Unpriced] bid with Price bid

For Price Bid, only the rates are to be submitted as per given format.

3. TENDER OPENING

Unpriced and price bid will be opened as per tender calendar.

4. ACCEPTANCE OF OFFERS

- (i) VPLPL reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- (ii) Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and VPLPL at any stage
- (iii) VPLPL also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of VPLPL in this connection will be final.
- (iv) Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Bid Security Declaration (unless exempted under the terms of this Tender) will be rejected.

5. NOTIIFICATION OF AWARDS:

Prior to the expiration of the period of Bid validity, VPLPL will place purchase order or letter of intent on the successful bidder(s).

VPLPL shall place the Purchase order on the Lowest Quoted Bidder for the tender and as such it would be in the interest of the bidders to quote their most competitive price.

Bidders to note that rates should be quoted based on the standard payment terms as mentioned in the Tender and evaluation of the bids will be done accordingly.

Negotiations, if held will be only with the lowest (L1) bidder. In case of negotiation the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of VPLPL within 3 days from the date of negotiation/the time stipulated whichever is earlier.

6. CONTRACT PERIOD

Contract period is One (1) month from date of issue of WO. There is provision for extending the contract duration by 1 year upon agreement of both parties.

7. TERMINATION OF CONTRACT

In case of any breach of contract, serious criminal act on the part of selected contractor and/or his employees, and any such acts, the Company shall have the rights to terminate the contract immediately without any notice

8. VALIDITY

Offers must be valid for 120 days from the due date of the tender. The rates quoted by the tenderers once accepted by the Company shall be valid and firm during the tenure of entire contract period.

9. SAFETY PRACTICES

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within VPLPL premises. Any damage to any life and/or property inside VPLPL premises due to negligence of your personnel would be to the account of the contractor. All the employees of the contractor must wear applicable Personal Protective Equipment all the time during the working hours and must follow all laid down safety norms of VPLPL without any deviation.

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In-charge will be final.

Contractors shall ensure that their work area is kept clean tidy and free from debris/oil particles/ wooden pieces/ pallets/ ply woods/ angles etc. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

Confined Space

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

As minimum Contractors must ensure the following:

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

Tools, Equipment and Machinery

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

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

Working at Height

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

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

Fall Prevention System

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

Fall Protection Systems

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

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

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.

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. 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.
- g. 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.

Overhead Work

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

Lifting Operations

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 Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

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 Contractor must obtain a Permit to Work from VPLPL. 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 Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by VPLPL.

Hot Works

A Permit to Work must be obtained from VPLPL 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 VPLPL.

Trenching, Excavating, Drilling and Concreting

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

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could

result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

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

Environmental Requirements

Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for VPLPL to review at any time and may be subject to VPLPL'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 Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

Emissions

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

10. QUOTING OF RATES / TAXES

Rate shall be quoted as per the Price Bid Format. Applicable GST shall be mentioned separately as per the attached format.

11. SECURITY DEPOSIT

The successful tenderer shall submit Non-interest bearing Security Deposit equivalent to 3% of tender value and shall be retained till one year after successful completion of the job.

12. TERMS OF PAYMENT

Payment shall be made on a monthly basis within 15 days of receipt of invoice after due approval by competent authority.

13. COMPLIANCE WITH REGULATIONS

Vendor shall warrant that all goods and services covered by these conditions shall have been produced, sold, supplied, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall

execute and deliver such documents as may be required to effect or to evidence such compliance.

All laws and regulations required to be incorporate in agreements of this character are hereby deemed to be incorporated by these references. Owner and their authorized representative disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture of supply of goods / services covered by this order.

14. Purchase preference policy for MSME Vendors

If it is seen that a Micro and Small & Medium Enterprises (MSME) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSME vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSME vendors are within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSME (within 15% band with non MSME vender) vender subject to matching with L1 price of non MSME vender.

15. Compliance of GST

- 1) Vendor to comply with all requirements under GST and provide their GST Registration details.
- 2) Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- 3) Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [VPLPL location].
- 4) Vendors are required to raise invoice as per the GST tax structure and format.
- 5) Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to VPLPL will be recovered from vendors.
- 6) In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- 7) VPLPL will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, VPLPL will have right to terminate the services without any prior notice to vendor.
- 8) Central Government vide Notification No.50/2018 dated 13th September 2018, has made

TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018. VPLPL being a PSU these provisions will be applicable for all the payments made by VPLPL on / after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST. TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

9) Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, VPLPL would exercise the right for non-payment/withholding payment / black listing the vendor / debarring the vendor from participating in future tenders for a certain period [to be decided by VPLPL].

16. SUB-LETTING OF WORK

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from VPLPL. In the event of contractor contravening the conditions, VPLPL shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

17. INDEMNITY & GENERAL SAFETY

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment if any employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible HR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

18. FORCE MAJEURE CONDITIONS

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

19. 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 and 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.

20. SPECIAL INSTRUCTION

In case of any query/clarification, the tenderer may contact our Mr. Sayak Biswas, [Phone: Mobile: 8961535106]

21. TENDER SPLITTING

Kindly note that this is a NO SPLIT tender as tender splitting is not possible for supply of a single unit.

Visakhapatnam Port Logistics Park Ltd. Temperature Controlled Warehouse,
Tender No: VPLPL/MMLH/21-22/DOCKRPR/LT/36.
Date 27/10/2021.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: **VPLPL/MMLH/21-22/DOCKRPR/LT/36. Date 27/10/2021.** and hereby confirm our acceptance of the same.

Place: Signature of Tenderer

Date: Name & Address

. . .

ANNEXURE - 1

PARTICULARS OF THE TENDERER'S ORGANISATION

Sr. No.	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4.	Name, designation, mobile number, e-mail, Fax no. and any other details of the Contact Person	
5	Year of commencement of business	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
7	Registration No. (Under companies Act)	
8	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company)	
9	Income Tax PAN no.	
10	Whether copy of PAN enclosed.	
11	Whether copy of latest Income Tax Return submitted	
12	GST Registration. No.	
13	Whether copy of GST Registration certificate submitted	
14	Complete Details of the Banker, Name, Address, IFSC Code, Bank Code, Account No and Type of Account	
15	Whether registered under NSIC / MSME	
16	In case registered under NSIC / MSME, provide registration number and copy of registration	

ANNEXURE - 2

Bid Security Declaration Form

Tender No.:
To, Visakhapatnam Port Logistics Park Ltd. Multi Modal Logistics Hub, Sy No. 1P/2P, beside Mindi Railway siding, Mulagada village, Visakhapatnam - 530012
I/We. The undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
I/We accept that I/We may be disqualified from bidding for any contract with you for a period <u>of one year</u> from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:
a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with the Instructions to Bidders.
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
Signed:
In the capacity of:
Name:
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on day of (insert date of signing)
Corporate Seal
(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE -3

PRICE BID

The price bid shall be as per the following format and the bidders are requested to fill the rates and send as mentioned in the NIT.

Srl No.	Activity	Rate	GST	TOTAL
1	Inspection of 3 no. of Dock levellers of Josts			
1	make (Model DL – 15), installed in PEB warehouse 1 at VPLPL premises.			
2	Repairing & service of Josts Make Dock Leveler (DL-15 Model) as per service report of inspection activity.			

NOTE: 1) Scope of work includes all fabrication & electrical works.

2) Manpower and spares are under scope contractor.