

Visakhapatnam Port Logistics Park Ltd.

Tender No: VPLPL/MMLH/21-22/AMC/SWBRIDGE/PT/39.

Date 28/10/2021.



**Visakhapatnam Port Logistics Park Ltd,  
Sy No. 1 & 2,  
beside Mindi Railway siding,  
Mulagada village, Visakhapatnam - 530012**

**TENDER NO: VPLPL/MMLH/21-22/AMC/SWBRIDGE/PT/39**

**DATE : 28/10/2021**

**Tender Document for:**

***[Engagement of Contractor for AMC (non-comprehensive) of  
Static Weigh Bridge System at Visakhapatnam Port Logistics  
Park Ltd, Visakhapatnam]***

**DUE DATE & TIME: [ 08/10/2021 at 18.00 Hrs ]**

## **INDEX**

<b>S. NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
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	17
7	Particulars of the organization	18
8	Price Bid	20

## NOTICE INVITING TENDER

Visakhapatnam Port Logistics Park Limited (VPLPL), a Joint Venture Company between Balmer Lawrie & Co Ltd and Visakhapatnam Port Trust in India and having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001, located at Visakhapatnam Port Logistics Park Limited, Survey no. 1P/2P, Mulagada Village, Visakhapatnam - 530012, Andhra Pradesh, invites **SEALED TENDERS** under single bid system from experienced and competent agency for **AMC (non-comprehensive) of Static Weigh Bridge System at Visakhapatnam Port Logistics Park Ltd, Visakhapatnam**. 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 the website portal <https://balmerlawrie.com>

S. No	Description	Details
1	Name of Work	<b>AMC (non-comprehensive) of Static Weigh Bridge System at Visakhapatnam Port Logistics Park Ltd. Visakhapatnam</b>
2	Tender No	<b>Tender No: VPLPL/MMLH/21-22/AMC/SWBRIDGE /PT/39. Date 28/10/2021.</b>
3	Validity Of Offer	90 days from the date of opening of Price bid
4	Contract Period	Twelve months from date of issue of WO/PO
5	Tender Fee	<b>NIL</b>
6	EMD	<b>Bid Security Declaration</b>
7	Downloading / Submission of	Tender :
	a. Starts on	<b>28/10/2021 at 5.00 pm</b>
	b. Closes on	<b>08/10/2021 at 4.00 pm</b>
8	Opening of Tender	<b>08/10/2021 at 5.00 pm</b>

### GeM Declaration

**AMC (non-comprehensive) of Static Weigh Bridge System** is not available in GeM (GEM/GARPTS/28102021/NQV1AGKP5ITV)

*VPLPL has no objection in providing this information for making available such products/services on GeM .*

## 1. LIST OF DOCUMENTS TO BE SUBMITTED

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

- a. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /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.
- c. Company's GST Registration.

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

- a. If VPLPL wants to verify all the submitted documents, then the bidder should bring 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.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by VPLPL.
- d. Incomplete Tenders are liable for rejection without any reference to the tenderer and decision of VPLPL in this respect will be final.
- e. If at any stage it transpires that any party submitted false or forged documents 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.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (VPLPL) is detected at any stage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, may not be considered for commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.

## **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the website <https://balmerlawrie.com> . Interested parties have to submit Bid Security Declaration as found in Annexure 2. Interested parties from **SCT/ST Category having MSMED/NSIC certificates should specifically mention the same. MSME Vendor should 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 MSMEs order 2012.**

**The physical original instruments/drafts/documents should reach to our address at:**

**Visakhapatnam Port Logistics Park Ltd  
Survey No. 1P/2P  
Beside Mindi Railway yard,  
Mulagada village, Visakhapatnam – 530012  
Near Sheelanagar toll gate (PCR Circle)**

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.

### **1. Special Note**

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender/ physical tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are submitted successfully well before the closing date and time of bid.
- VPLPL does not take any responsibility in case bidder fails to submit the documents within specified time of tender submission.
- 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 e-tender from time to time.

- 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 e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- **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/problems arising out of this.**

## 2. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on VPLPL.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be submitted. 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 submitted and produced later on for verification by VPLPL.

## 3. BID SUBMISSION (OFF-LINE)

The tenderer shall furnish the required information along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers put together in sealed envelope super scribing **TENDER No. VPLPL/MMLH/21-22/AMC/SWBRIDGE/PT/39, Dated 28/10/2021 "AMC (non-comprehensive) of Static Weigh Bridge System at Visakhapatnam Port Logistics Park Ltd, Visakhapatnam "** and shall be dropped in our tender box at the given address **within 08/10/2021 at 06:00 PM. Price bid MUST be enclosed in a separate sealed envelope within the main envelope.**

**The hardcopies should reach the office of VPLPL at the following address, within due date of submission.**

**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.**

## **SCOPE OF WORK**

### **[AMC (non-comprehensive) of Static Weighbridge]**

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 covered explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from vendor's scope.

The successful tenderer shall have to undertake the following work:

#### **Detailed Scope of work:**

- 1) One time calibration, re-verification, stamping, weights, and measures dept. certifications for 2. Nos of static weigh bridges.
- 2) Annual maintenance contract for 2. Nos of static weighbridges for the period of one year.
- 3) Attendance for break-downs of the system as and when required on an immediate basis.
- 4) All Statutory and ancillary charges bourne during execution of scope of work has to be bourne by the vendor.
- 5) In one year there should be four visits. One visit per quarter must be conducted.
- 6) For every visit, there must be a service report to be authorised by VPLPL officials.

**NOTE:** Capacity of weighbridge is 80 tons. Make of weighbridge is Unique Instruments. Srl.no. of the two weigh bridges is : **1) 201802A06 2) 208102A07**

## **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. 50000/- during last one financial year ending 31st March, 2020.
- 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.
- Vendor should have previous experience of doing similar work. Supporting work completion certificates to be submitted as proof.
- Bidder should submit self-declaration on their Companies Letter head regarding Local & Import Content as per format attached).

### **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.

- (v) L1 bidder will be selected on the basis of grand total as quoted in the price bid.

## **5. NOTIFICATION OF AWARD**

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.

## **7. CONTRACT PERIOD**

Contract period is twelve months from date of issue of WO/PO. After successful completion of initial contract period of one year, contract can be extended for another one year, on same rates, terms and conditions, if mutually agreed.

## **8. 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

## **9. VALIDITY**

Offers must be valid for 90 days from the date of opening of price bid. The rates quoted by the tenderers once accepted by the Company shall be valid and firm during the tenure of entire contract period.

## **11. 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.

## **12. 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.

## **13. TERMS OF PAYMENT**

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

#### **14. 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.

#### **16. 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.

#### **17. Compliance of GST**

- Vendor to comply with all requirements under GST and provide their GST Registration details.
- 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.
- Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [VPLPL location].
- Vendors are required to raise invoice as per the GST tax structure and format.
- 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.

- In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- 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.
- Central Government vide Notification No.50/2018 dated 13th September 2018, has made Visakhapatnam Port Logistics Park Ltd. Temperature Controlled Warehouse, 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.
- 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].

#### **18. 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.

#### **19. 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.

## 20. 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.

## **21. 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.

## **22. 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.

## **23. SPECIAL INSTRUCTION**

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

## **24. TENDER SPLITTING**

Kindly note that this is a NO SPLIT tender.

# **DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: **VPLPL/MMLH/21-22/AMC/SWBRIDGE/PT/39. Date 28/10/2021.** and hereby confirm our acceptance of the same.

Place: Signature of Tenderer

Date: Name & Address



**ANNEXURE – 1****PARTICULARS OF THE TENDERER'S ORGANISATION**

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

ANNEXURE -2

## PRICE BID FORMAT

Srl No.	Description	Qty.	Rate/Unit	Amount
1	Charges towards Annual service contract of weigh bridges for the period of 12 months	2 nos		
2	Charges for single time calibration, re-verification, stamping, weights and Measures dept. certification for your static weigh bridges.	2 nos		
			Total	
			Add GST	
			Grand Total	

Date:  
Place:

Signature of Tenderer with Seal  
Name & Address

## Bid Security Declaration Form

Date: \_\_\_\_\_

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 of one year 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)

## Purchase Preference for Make in India and MSE suppliers

### 1. Purchase Preference under Public Procurement (Preference to Make in India) Order:

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

"Non - Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

*"L1" means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.*

*"Margin of purchase preference" means the maximum extent to which the price quoted by a \*Class-I local supplier' may be above the L1 for the purpose of purchase preference.*

*"Nodal Ministry" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.*

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

"All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference"

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, the qty will be ordered as per clause no 9 (Notification of Award– page no 13) under General Terms and Conditions.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest

**Note:** For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June 2020.

## Annexure-4

### DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated .....

I/We,M/s.....address....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

**Domestic Content – [%]**

**Imported Content – [%]**

Authorized Signatory,