



बामर लॉरी एंड क. लिमिटेड

(भारत सरकार का एक उधम)

BALMER LAWRIE & CO. LTD.

(A Government of India Enterprise)

Multi-Modal Logistics Hub (MMLH)

SBU – Logistics

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

TENDER DOCUMENT

for

**Design, Manufacture, Supply, Trial Run & Commissioning of
Double Deep Reach Truck for Temperature Controlled
Warehouse**

for

Multi-Modal Logistics Hub at Visakhapatnam, Andhra Pradesh

Tender No. MMLH / TCW /MHE/ PT / 14

Date: 13.01.2017

Due Date: 03.02.2017, 16:00 Hrs

PART – I (UNPRICED)

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

Sl. No.	Check list points	Bidder's /Submission	Confirmation (Yes / No)
<u>PQ Criteria</u>			
1	Demand Draft for Tender Fees of Rs 5,000/-		
2	Demand Draft or Bank Guarantee for Earnest Money Deposit of Rs 85,000/-		
3	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)		
4	Audited Annual Reports for Last 3 financial years ending 31 st March, 2016		
4.1	Turnover in FY 2013-14	
	Turnover in FY 2014-15	
	Turnover in FY 2015-16	
5	Purchase Order and Completion Certificates for similar supply as per required pre-qualification criteria		
6	Valid documents in support of having tie up with OEM for dealer/agent		
7	PAN		
8	TIN / VAT Registration		
9	Provident Fund Registration		
10	Service Tax Registration		
11	Excise Registration		
12	IT Return for Last Three Financial Years ending March 2016		
13	Company Brochure & Product catalogue		
14	Original Power of Attorney of the Signatory signing the tender document duly notarized		
<u>Other Conditions</u>			
15	List of Supply Executed		
16	List of Supply in Progress		
17	Place of Manufacturing		
18	Confirmation on Delivery of Equipment within 6 months		
19	Stamped and Signed Tender Document along with addendum/corrigendum		
20	Confirmation of 'NO DEVIATION' from Tender		
21	Confirmation of Bid Validity of 120 days		
22	Whether the tenderer is a relative of any of the Directors of Balmer Lawrie & Co. Ltd. If the tenderer is a firm, is any of BL's Directors or any of their relatives partners in the tenderer's firm. If the tenderer is a company registered under company's Act, 1956, whether any of BL's Directors is a member of Director of the company.		

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

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Tender No. MMLH /TCW/MHE/ PT/14**1.0 TENDER INVITATION**

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

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

2.0 SCOPE OF WORK

The scope of work shall be as per schedule of works in the PRICE PART and as per the technical specifications mentioned in the Tender.

3.0 DELIVERY PERIOD

Time is the essence of the contract. The time schedule for supply of the equipment in working condition according to the contract shall be **Six (06) Calendar Months** from the date of placement of order or LOI whichever is earlier.

Work Order for Annual Maintenance Contract (AMC) will be issued later after successful completion of the project.

4.0 TENDER FEE

Tender fee of **Rs 5,000/- (Rupees Five Thousand Only)**, which is non-refundable, by means of a demand draft drawn in favour of Balmer Lawrie & Co. Ltd on any Scheduled Bank payable at par at Kolkata should be submitted by the tenderer along with the un-priced part (Part-I) of the tender.

5.0 EARNEST MONEY DEPOSIT

- 5.1 Unpriced Part of the Bid should be accompanied by a Demand Draft or Bank Guarantee of **Rs 85,000.00 (Rupees Eighty Five Thousand Only)** towards Earnest Money Deposit (EMD) executed by any scheduled bank drawn in favour of M/s Balmer Lawrie & Co. Ltd. payable at Kolkata as per format enclosed. EMD submitted by way of Bank Guarantee should be valid for a minimum period of **150 days** after the due date of tender submission.
- 5.2 Earnest Money deposit (EMD) and Tender fee are exempted for bidders registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/services. However, attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted along with the tender. The certificate must cover the scope/supply/services for which the Tender is invited.

- 5.3 For the successful bidder, the EMD (interest free) will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- 5.4 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by BL.
- 5.5 EMD is liable to forfeiture in the event of:
- 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

6.0 PRE-QUALIFICATION CRITERIA

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

6.1 Tender Fee, EMD or NSIC/MSME Registration Certificate

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

6.2 Turnover Criteria

Average annual turnover of the tenderer shall be minimum of **Rs 102 Lakhs** during last 3 (three) financial years ending 31st March, 2016. Audited Annual Reports for Last 3 financial years ending 31st March, 2016 shall be submitted in support of that.

6.3 Past experience

- 6.3.1 Tenderer must be Original Equipment Manufacturer (OEM) for indigenous brand or OEM dealer in India in respect of Imported brand of the Equipment for which they are submitting the tender/bid.
- 6.3.2 Tenderer should have own office set-up in and around Visakhapatnam and to have Maintenance Team & set up to attend to any break-down or service call from VPLPL. (List of Technical hands stationed at Visakhapatnam to be attached along with address of office set-up located at Visakhapatnam).
- 6.3.3 Tenderer or their Principal, in respect OEM, dealer must have been in production of the same or equivalent model of the Equipment offered in the tender for at least last 3 years. List of customers for such supplies along with relevant Order Copy & Completion Certificates must be submitted along with this unpriced part of the tender.
- 6.3.4 The bidder / OEM whose product is offered by dealer/agent should have designed, manufactured, supplied and commissioned at least 5 nos. of double deep reach truck in India during last 3 years for cold storage operations (temperature ranging from (-)25 Deg C to (+) 14 Deg C). The reach truck should be operative at +40 Deg C (ambient temperature) also.

6.3.5 The tenderer should have successfully executed similar job of Design, Manufacture, Supply and commissioning of similar material handling equipment for Cold Storage applications of the following minimum values during past seven (7) years ending last day of month previous to the one in which tenders are invited:-

- a. 3 jobs each of value not less than **Rs 68 Lakhs** or
- b. 2 jobs each of value not less than **Rs 85 Lakhs** or
- c. 1 job of value not less than **Rs 136 Lakhs**

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

6.4 PAN, VAT, Excise, Service Tax & PF Registration, Company Brochure & Product Catalogue

Tenderers are required to submit attested photocopies of PAN, TIN, Sales Tax Registration, Excise Registration, Service Tax registration, Provident Fund registration, Company Brochure & Product Catalogue along with Un-priced part of their offer, failing which their offer may be liable to be rejected.

6.5 Income Tax Return

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

6.6 Power of Attorney

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

7.0 TENDER DOCUMENTS

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

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

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

8.0 TENDER SUBMISSION

The intending bidders shall be deemed to have visited the site and familiarise thoroughly with the prevailing site conditions before submission of the tender. Non familiarity with the site conditions and non visit to site will not be considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule.

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

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

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

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

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

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

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

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

The tenderer should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. **M/s C1 India is not responsible for incomplete bid submission by bidders.** Tenderers may also note that the incomplete bids will not be saved by the system and are not available

for the Tender Inviting Authority for processing. Tenderers are advised to upload their documents and price bid well in time to avoid last minute rush on the server or complications in uploading.

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

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

The hardcopies (**2 sets in hardbound/spiral bound/box file, 1 Original + 1 Photocopy**) as explained above under sealed envelope should reach our office located at 30-15-154 / 4F2, 5th Floor, GKP Heavenue, Dabagarden Main Road, Visakhapatnam 530020. Loose papers/documents shall be avoided. The bid document shall have Index/Table of Contents with page nos of items/sections for ease of identification. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 5th floor at the above address during business hours (between 9.30 am and 6.30 pm). The price bid in pdf format shall be downloaded from the website, bidders to fill in their rates & amounts on hard copy, stamp, sign, scan and upload the same. **Hard copy of price bid shall not be submitted.**

Any hardcopy of unpriced bid submitted to any other office of Balmer Lawrie other than above mentioned address shall not be considered under any circumstances.

10.0 TERMS OF PAYMENT

SUPPLY

- 10.1 **30%** of Basic Supply value (excluding duties, taxes, freight and installation charges etc.) on acceptance of Purchase Order and receipt of Initial Security Deposit of 2% from the party. Advanced Bank Guarantee of equivalent value needs to be submitted to claim such payment.
- 10.2 **50%** of Basic Supply value of the Contract and 100% of all taxes, duties, freight etc. against receipt of Equipment & other items as per the schedule of work at site in good condition.
- 10.3 **10%** of Basic Supply value of the Contract against assembly, successful trial run & commissioning of the Equipment.
- 10.4 **10%** of Basic Supply Value shall be retained as Retention money for the defect liability period which can be paid after completion of successful commissioning of equipment against submission of Bank Guarantee of equivalent amount. Validity of BG shall be till completion of defect liability /warranty period.

AMC

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

11.0 SUPPLY OF EQUIPMENT

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

12.0 TAXES & DUTIES

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

13.0 INSTALLATION, COMMISSIONING & TRAINING

The installation, testing and commissioning of the equipment shall be carried out by competent engineers/technicians of the Tenderer at the work site. During installation / commissioning, Tenderer's engineer / technician shall impart necessary training to Owner's personnel in driving and servicing the equipment to the level of clear understanding / adoptions. No separate charge shall be payable by the Owner for the purpose.

14.0 NON-CONFORMANCE

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

15.0 VALIDITY OF OFFER

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

16.0 RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Work. 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 annexures / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

17.0 LANGUAGE OF BIDS

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

18.0 LATE BIDS

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

19.0 BID REJECTION CRITERIA

A bid may be rejected

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

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

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

20.0 FIRM PRICE

The price should be firm and irrevocable and not subject to any change till the completion of Scope of Work.

21.0 OPENING OF BIDS

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

22.0 DEVIATIONS

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

23.0 RIGHT TO ACCEPT OR REJECT TENDER

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

24.0 CONTACT DETAILS

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

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

SANJEEV RAJAURIA
PROJECT HEAD (MMLH)

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1.00 DEFINITIONS

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

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

2.00 DETAILS TO BE SUBMITTED ALONG WITH THE TENDER

The tenderer shall submit the following along with the following:

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

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

3.00 RATES AND OTHER ENTRIES

- (i) 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.
- (ii) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (iii) All entries in the tender documents should be in ink / typed Corrections if any should be attested by full signature of the tenderer.
- (iv) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorised representative thereby indicating that each and every page has been read and the points noted.

4.00 SECURITY DEPOSIT

- (i) On acceptance of the Bid, Supplier shall within **fifteen (15) days**, deposit with Owner an initial Security Deposit of 2% of the Contract value and the same shall be in any of the following:
 - a) Bank draft drawn on a Kolkata Branch of any Schedule Bank in favour of Balmer_Lawrie & Co Ltd.
 - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be valid at least 60 days after completion of work.
- (ii) If Supplier fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the Work elsewhere at Supplier's risk and cost. The EMD of the bidder to whom Contract was awarded shall be forfeited.
- (iii) No interest shall be payable against Security Deposit.

5.00 VALIDITY OF OFFER

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

6.00 LIQUIDATED DAMAGE

- i) If the Supplier is unable to complete the delivery within the period specified in NIT, it may request owner for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of delivery and shall recover from the Supplier's running account bill, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5% of contract value for each week of delay or part thereof. The LD shall be limited to 10% of the total contract value.

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

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

6.00 FORCE MAJEURE

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

7.00 REVISION / CHANGES / QUANTITY VARIATION

- (i) Owner may make in writing any revisions or changes in the purchase order, including additions or deletions from the quantities ordered in the specifications or drawings. The Supplier shall carry out such

revision / changes and be bound by the same terms and conditions to the extent applicable, though the said revisions/ changes were not incorporated in the initial order.

- (ii) Owner reserves the right to increase or decrease the tendered quantity to any extent or replace specification, drawing, design of any or every item or delete them out at any stage of the work. The Supplier's claim for compensation or damages on account of this shall not be entertained. Such deviation shall be adjusted at the rates contained in the order/ contract or by issuing variation order(s) at the prevailing market rates, if the rates are not available in the order/ contract

8.00 SUB-LETTING OF WORK

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

9.00 PACKING AND MARKING

All equipment/ materials shall be suitably packed in weather proof sea worthy, wooden packing for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservation up to the final point of destination.

Equipment / materials shall be protected by suitable coat of paint and all bright parts protected from rust by application of rust preventive as may be necessary. All machinery surfaces shall be suitable protected.

A distinct color splash in say red-black around each package / crate / bundle shall be given for identification. In case of bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

For bulk uniform materials when packed in several cases, progressive serial numbers shall be indicated on each case.

All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange face of nozzle shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint.

All threaded gaskets shall be greased and provided with plastic cap. All small pieces shall be packed in cases.

The Supplier shall be held liable for all damages or breakage to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient greasing / protection.

On three sides of the packages, the following marks shall appear clearly visible in indelible paint and on Supplier's care and expenses.

FROM:

TO CONSIGNEE : Kind Attn : Mr Sk Abu Jafor, Deputy Manager (MMLH)
Multi Modal Logistics Hub
Visakhapatnam Port Logistics Park Limited.
(A Balmer Lawrie –Visakhapatnam Port trust JV)
Mulagada Villgae, Visakhapatnam 530012

ORDER NO. :

REV. NO. :

ITEM :

ITEM NOMENCLATURE

NET WEIGHT : Kgs

GROSS WEIGHT: Kgs

CASE NO. : Of TOTAL CASES

DIMENSIONS:

Note: Marking shall be bold with minimum letter height of 5 Cms

For every order and every shipment, packages must be marked with serial progressive numbering. All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport should have their centers of gravity and points at which they may be gripped clearly indicated and marked 'Attention Special Load' 'Handle.

10.00 NOTIFICATION OF DELIVERY OR DESPATCH

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

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

11.00 LAW GOVERNING THE ORDER/ CONTRACT

This order/ contract shall be governed by the law of India from time to time in force.

12.00 COMMISSIONING / AFTER SALES SERVICE DURING GUARANTEE PERIOD

The Supplier shall be responsible for the successful commissioning of the Equipment. They shall also depute their technical personnel for attending to any defects during Guarantee / Warranty period.

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

13.00 PERFORMANCE GUARANTEE & WARRANTY

(i) Performance Guarantee:

- a) The supplier shall guarantee that the material of construction and workmanship of work done and any fittings designed / manufactured / supplied by him are as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available grade and quality as required for the application.
- b) The supplier shall also guarantee that the work done and any fittings designed, manufactured, supplied, erected shall be as per prevailing relevant standard, codes and statutory practices / stipulations.
- c) The supplier shall guarantee the work done and any fittings designed, manufactured, supplied, erected and tested by him against defective materials, poor workmanship, improper design, operation inadequacies & problems and failure from normal usage, for a period of 12 (twelve) calendar months after final acceptance of the work by the Owner.

(ii) Warranty:

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

14.00 ARBITRATION

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

15.00 INSPECTION & TESTING

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

16.00 INSURANCE

The supplier should consider all the costs associated with the Insurance for transit of Reach Trucks from the the Factory till the time of installation and commissioning and handing over to VPLPL is all respect.

17.00 LOCATION OF SITE

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

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

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

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

19.00 STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION

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

ATTACHMENT – I

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

- | | | | |
|---------|--|-------|-------|
| I. | Does bank guarantee compare verbatim with standard
Balmer Lawrie & Co Ltd proforma for BG | _____ | _____ |
| II. a. | Has the executing officer of the BG indicated his name,
designation & power of attorney No./ Signing Power No.
etc. on BG | _____ | _____ |
| b. | Is each page of BG duly signed/initialled by the executant
& last page is signed with full particulars as required in
the Balmer Lawrie's standard proforma of BG & under
the seal of the Bank. | _____ | _____ |
| c. | Does the last page of the BG carry the signature of two
witnesses along side the signature of the
executing Bank Manager | _____ | _____ |
| III. a. | Does the non judicial stamp paper for BG purchase in the
name of BG issuing Bank | _____ | _____ |
| b. | Is the BG on non-judicial Stamp paper of value
Rs. 100/- (Rupees One Hundred only) | _____ | _____ |
| d. | Is the date of sale of non-judicial stamp paper shown on the
BG and the stamp paper is issued not more than six months
prior to date of execution of BG | _____ | _____ |
| IV. a. | Are the factual details such as bid specifications No.,
LOI No., Contract price etc. correct. | _____ | _____ |

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

ATTACHMENT - II

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

Balmer Lawrie & Co. Ltd.

21, Netaji Subhas Road

Kolkata – 700 001

Whereas (Name of the bidder) (hereinafter called “the Bidder”) has submitted its bid for the (purpose) (hereinafter called “the Bid”) against Tender reference No. dated M/S. BALMER LAWRIE & CO. LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

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

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

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

THE CONDITIONS of this obligation are :

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

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

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

Notwithstanding anything contained herein :

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

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

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

Your faithfully,

(Specimen Signature)

ATTACHMENT - III

BANK GUARANTEE AGAINST PERFORMANCE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

Dated : the day of

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

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

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

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

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

NOW THIS GUARANTEE WITNESSETH as follows :

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

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

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

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

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

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

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

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

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

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

Place :

Date :

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

Visakhapatnam Port Logistics Park Limited.

21, Netaji Subhas Road

Kolkata – 700 001

Dear Sir,

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully,

Dated : (Place)

(Signature of Officer on

.....(Date) behalf of)

(Set out name of the Bank)

ATTACHMENT - V

INFORMATION ABOUT TENDERER

A. IN CASE OF INDIVIDUAL

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

B. IN CASE OF PARTNERSHIP

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

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

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

(SIGNATURE OF TENDERER)

ATTACHMENT - VI**DETAILS OF SIMILAR SUPPLIES**

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

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

Certified that the above information is correct.

SIGNATURE OF TENDERER

ATTACHMENT - VII**CONCURRENT COMMITMENTS OF SUPPLIES**

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

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

Certified that the above information is correct.

SIGNATURE

OF

TENDERER

EXHIBIT-1-VICINITY PLAN OF MMLH SITE



EXHIBIT -2-BANK DETAILS FOR SUBMISSION OF BANK GUARATEE

Name of the Bank : Indusind Bank

Bank account no. No : 650001891093

Swift Code : NDBINBBCAP.

MICR Code : 700234002.

IFSC Code : INDB0000015.

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

TECHNICAL SPECIFICATION

OPERATING ENVIRONMENT - Requirement is of Heavy Duty Double Deep Reach Trucks with Pantographic Boom and Lift Frame for handling loaded pallets of size 1.0M x 1.2M, 1.0M x 1.0M etc with pallet loading height of 1.5M. The Reach Truck should be capable of operating in the following climatic conditions

For Frozen (within the Chambers)

Temperature	(-) 25 Deg. Cen. to (-) 10 Deg. Cen.
Relative Humidity	No Control in Humidity in Frozen Chambers and it may go upto 90% also.
Dust Particle in Air	Medium Dust Particles

For Ante Room/Staging area

Temperature	0 Deg. Cen. to (+) 15 Deg. Cen.
Relative Humidity	90%
Dust Particle in Air	Medium Dust Particles

For Chiller (within the Chambers)

Temperature	(+) 0 Deg. Cen. to (+) 8 Deg. Cen.
Relative Humidity	Maximum 95%, Minimum 30%
Dust Particle in Air	Medium Dust Particles

The Reach Truck equipment in general and cooling system of engine, air filtration system of engine, seals of hydraulic system and electrical system in particular should be suitably designed to conform to the above operational conditions and also at ambient temperature of 40 Deg C.

Sl. no.	Particulars	Descriptions	Bidder's confirmation (Yes / No)
1	Type of Equipment	Double Deep Reach Truck	
2	Model No.	To be specified by the bidder	
3	Basic Capacity	1.45 T to 2.0 T	
4	De-rated capacity of Reach Truck	Equipment shall be able to lift 1000Kg load @ 600mm load centre upto MFH i.e. suitable for last loading level (2 nd deep) at 8.3 M height	

Sl. no.	Particulars	Descriptions	Bidder's confirmation (Yes / No)
5	Reach Mechanism	Double Pantographic Type Fork Extension	
6	Lift Height	Min 8.6 M	
7	Suitable for Cold Storage Application	Temperature range 15 Deg C to -25 Deg C	
8	Load Centre	To be designed as per racking layout	Bidder has to specify for 1 st deep and 2 nd deep
9	Closed Mast Height	Not more than 3.8 M	
10	Extended Height	Not more than 10 M	
11	Free Lift	2.5 M to 3 M	
12	Camera	Suitable camera to be mounted	
13	Motive Power	Electric AC Traction System	
14	Mast Tilt	3 degree Forward/4 degree Backward	
15	Mast Type	Triplex Design	
16	Operator Type	Should be Sit Down Type with adjustable arm rest and foldable seat option that will allow operator to work with the option of Stand, Lean or Seat based on Job demand	
17	Tyre Type	Polyurethane	
18	Fork Entry	From 1200mm Side	
19	Working Aisle Width	3.1 M	
20	Type of Brakes	Preferably disc brakes	
21	Machine should have inbuilt features of the followings:		
21.1	Multi task control handle		
21.2	Console light, Hour Meter, Travel Distance and Battery Discharge Indicator		
21.3	Colour coded wiring		
21.4	key switch		
21.5	Emergency power disconnect		

Sl. no.	Particulars	Descriptions	Bidder's confirmation (Yes / No)
21.6	Rack Height Selection options		
21.7	operator overhead guards, Lights, Load back rest		
21.8	Audible travel alarm		
21.9	Self-diagnosis facility		
21.10	Anti-Slip Control System		
21.11	Integrated Side Shifter Required		
21.12	Wheel turning Indicator		
21.13	Corner Speed Reduction Control		
21.14	Total running Kms/Hours		
21.15	Speed Control While Lifting the Material (After Free Lift)		
21.16	Joy Stick Control and Manual Down the Lift if Ideal Stand for 10 to 15 min		
22	3 Profile Mode	3 Operational profiles will be incorporated in the reach truck to meet the different operator skills and different skill parameters.	
23	Battery Charger	It shall be capable for charging the batteries required to run the Reach trucks and the bidder has to provide the detail technical specification.	
24	The bidder should provide the following additional information		
24.1	· Travel Speed		
24.2	· Lift Speed		
24.3	· Lowering Speed		
24.4	· Reach Speed		
24.5	· Traction Motor		
14.6	· Lift Motor		
24.7	· Battery Voltage		
24.8	· Battery Rating		
24.9	· Running time of fully charged Battery		
24.10	· Turning radius		

TENDER DRAWING

1. Drawing No. AA/Rly/1691/BL&CL/PEB TCW-Rev 0- GA & DETAILS OF PROPOSED TCW



बामर लॉरी एंड क. लिमिटेड

(भारत सरकार का एक उधम)

BALMER LAWRIE & CO. LTD.

(A Government of India Enterprise)

Multi-Modal Logistics Hub (MMLH)

SBU – Logistics

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

TENDER DOCUMENT

for

**Design, Manufacture, Supply, Trial Run & Commissioning of
Double Deep Reach Truck for Temperature Controlled
Warehouses**

for

Multi-Modal Logistics Hub at Visakhapatnam, Andhra Pradesh

Tender No. MMLH /TCW /MHE/ PT / 14

Date: 13.01.2017

Due Date: 03.02.2017, 16:00 Hrs

PART – II (PRICED)

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

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

SCHEDULE OF WORK					
Design, Manufacture, Supply, Trial Run & Commissioning of Double Deep Reach Truck					
Tender No. MMLH / TCW /MHE/ PT / 14 dated 13/01/2017					
Item no.	Item Description	Qty	Unit	Rate (INR)	Amount (INR)
1.0	Design, Manufacture, Supply, Trial Run and Commissioning of Double Deep Reach Trucks with all required accessories as per the technical specifications furnished in tender document	3	Set		
2.0	Supply of Battery of 36V & 900 Ah (3 nos for MHE & 2 no. Spare) suitable for the equipment	5	Nos.		
3.0	Supply of Single Rate Battery Charger suitable for the Battery with all accessories	2	Nos		
4.0	Supply of suitable Battery Charger Trolley set for changing the Battery from MHE	2	Nos		
5.0	Total (Basic price)				
6.0	Excise Duty @ 12.5% on applicable items				
7.0	Custom Duty @ 27% Including Cess on applicable items				
8.0	Total (Basic + Duty)				
9.0	CST % (without C-Form) - bidder to Specify				
10.0	VAT @ - bidder to specify				
11.0	Freight Charges				
12.0	Clearing Charges				
13.0	Unloading charges at work site				
14.0	Other Charges				
15.0	Total (Delivered Price) –[A]				

**DO NOT QUOTE
HERE**

Item no.	Item Description	Qty	Unit	Rate (INR)	Amount (INR)
16.0	Annual Maintenance Contract				
	Annual Maintenance Contract (after expiry of 1-year guarantee period): Rectification & maintenance of 3 nos double deep reach trucks as mentioned above (excluding cost of spares and consumables) including manpower, tools tackles etc required for maintenance. The charges to be paid on monthly invoices raised after completing the inspection/maintenance calls and submitting the inspection report duly verified by the Plant-in-Charge. The charges of consumables/spares shall be paid separately.				
16.1	1st year	1.0	LS		
16.2	2nd year	1.0	LS		
16.3	Sub Total				
17.0	Service Tax @ 14% on item no. 16.3				
17.1	KKC @ 0.5% on item no. 16.3				
17.2	SBC @ 0.5% on item no. 16.3				
18.0	Total AMC [B] 16.3+17.0+17.1+17.2				
19.0	GRAND TOTAL [A] + [B]				

**DO NOT QUOTE
HERE**