

## (A Government of India Enterprise) Multimodal Logistics Hub - Visakhapatnam

30-15-154/4F2, 5th Floor, GKP Heavenue, Dabagardens Main Road, Visakhapatnam - 530020, India, Tel: + 91 891 2564922.

, E-mail - nandi.d@balmerlawrie.com

#### **TENDER ENQUIRY**

Tender No. : Tender No. MMLH / PEBWH/ RP/SUP/ PT / 33

Date : 12/01/2018

Due date : 19/01/2018 Time : 1600 Hours - IST

Sub : Supply of trapezoidal profiled colour coated Aluminum/Zinc alloy steel for roofing & wall cladding of 0.60mm TCT (total coated thickness) of approved colour, profile for Pre-Engineered & Pre-Fabricated Structural Warehouses for Multi Modal Logistics Hub at - VISAKHAPATNAM, ANDHRA PRADESH

Sealed offers are invited under two bid system from approved suppliers for Supply of trapezoidal profiled colour coated Aluminum/Zinc alloy steel for roofing & wall cladding of 0.60mm TCT (total coated thickness) of approved colour, profile for Pre-Engineered & Pre-Fabricated Structural Warehouses -19360 sq m as per the Specification, General terms & conditions, and Price Schedule attached in Annexure - A, B & C respectively.

You are requested to submit your competitive offer complete in all respect furnishing above details to us before the due date and time.

Thanking you,

Yours faithfully, for Balmer Lawrie & Co. Ltd.

Manas Kumar Ganguly COO – Logistics

Encl.: As above



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Tenders are invited for Supply of trapezoidal profiled colour coated Aluminum/Zinc alloy steel for roofing & wall cladding of 0.60mm TCT (total coated thickness) of approved colour, profile for Pre-Engineered & Pre-Fabricated Structural Warehouses -19360 sq. m.

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, Correspondence address at 30-15-154/4F2, 5th Floor, GKP Heavenue, Dabagardens Main Road, Visakhapatnam - 530020, India, Tel: + 91 891 2564922.

#### This is a zero deviation tender.

### **Technical Specifications of Supply: Annexure-A**

#### 1.0 SCOPE

The scope of work covers Supply of trapezoidal profiled colour coated Aluminum/Zinc alloy steel for roofing, wall cladding, canopy, gutter and rain water down comer of 0.60mm TCT (total coated thickness) of approved colour, profile for Pre-Engineered & Pre-Fabricated Structural.

Clear eaves heights are measured from finished floor level upto bottom of rafter knee level. The buildings have rolling shutters, doors, fixed metal louvres, sky light panel etc. Rolling shutter & doors, louvers, turbo – vents shall be supplied by other agency.

The side cladding shall be provided to all peripheral walls upto a height of approx. 2.5M from finished floor level (refer GA drawing) excepting at rolling shutter & door locations where it is upto the top of shutter frame. The brick work shall be done by other agency. The side cladding shall be fixed with main steel columns with requisite flashing arrangement to prevent entry of rain water inside the shed. The building shall have gutter (metal) and rain water down comer along two opposite longitudinal sides. Materials of construction for gutters shall be of steel with appropriate corrosion protection.

The dimensions of warehouses are 120 m x 45 m and 117 m x 45 m. The spacing of columns at gable end will be 5.65 m c/c (approx) and 5.85 m c/c (approx) for longitudinal end.

The erection will be done by a separate agency.

1.0 DESIGN LOADS (Structural Design of Frame not in bidder's scope, sheeting shall be checked with spacing of purlins and gurts with respect to deflection. Refer Enclosed data sheet for further details)

Buildings shall be designed for the following loads: All warehouses shall have spiral/cage ladder upto the roof height for access for future maintenance. Bidder shall consider such climber at both the gable ends of each warehouse with necessary strong lateral structural supports.



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- Dead load : self weight of the building
- Dead Load: Load due to solar panel 16 Kg/Sqm.
- Live load: as per IS: 875 on roof + 25 kg/sqm to keep provision for equipment/ piping support from roof structure. Alternatively there may be a point load at any point of a truss member which shall be limited to 1.5 MT.
- Wind load :

Wind load shall be as per provisions of IS: 875 (part 3). Basic wind speed (Vb) is 50 metres/sec. For calculation of Design Wind Speed (Vz) the following coefficients shall be adopted.

K1 = Probability Factor for a return period of 50 years = 1

K2 = Terrain, height and structure size factor (to be determined from Table 2 of IS: 875 (Part 3)

Terrain classification = Category 1

Structure size factor = Class C

K3 = Topography Factor = 1.00

Vz = Vb K1 K2 K3 and

Design wind pressure

Pz = 0.6 Vz2 where

Pz = Design Wind Pressure in N/mm2 at height Z

Vz = Design Wind Speed in m/s at height Z.

(a) Seismic load: The seismic zone for Visakhapatnam is zone II as defined in IS: 1893 – 2002. The Zone Factor shall be 0.10 and the Importance Factor shall be taken as 1.5. The Response Reduction Factor shall be 5.0. Underside of Column base plate shall be on RCC pedestal at a height of 0.3M from Finished Floor level and resting on pile foundation shall be considered in the design.

#### 3.0 LOAD COMBINATIONS

A judicious combination of loads specified above, keeping in view the probability of

- a) Their acting together
- b) Their disposition in relation to other loads and severity of stresses or deformations caused by combinations of the various loads is necessary to ensure the required safety in the design of a structure.

Keeping the above aspect in view, the various loads should therefore be combined in accordance with the stipulations in the relevant IS codes.

Increase in permissible stress is not allowed where the wind load is the main load acting on the structure as per clause no. 3.9.4 of IS: 800.

#### 4.0 OTHER CRITERIA

- Framework shall be robust and self-supporting
- PEB rigid frame comprises columns and rafters as per design
- Grade slab shall not be used for resisting horizontal forces
- All welding shall be continuous. Stitch welding shall not be allowed
- No hollow section shall be used unless access is available for maintenance and painting



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- Deflection criteria shall be as per IS code
- Sag rods shall be provided for purlin & side runner if necessary
- Side lap in sheeting shall be min 50 mm and end lap shall be minimum 150 mm
- The roof sheeting shall be provided in a manner, which prevents ingress of rainwater. Silicon sealant tape to be provided for all joints with self-tapping screws/ rivets. Self-drilling screws shall be of "ITW Buildex" with EPDM washer or equivalent make.
- Roof slope shall not be flatter than 1:10

#### 4.0 STRUCTURAL STEEL

#### 5.1 PRIMARY MEMBERS

All primary structural members like columns, roof/ portal beams or roof trusses, bracings etc shall be in structural steel conforming to ASTM 572 Grade 50 or IS-2062 Grade E350, The yield strength of material shall be 345 Mpa. The structural steel members shall be made up from built-up sections using plates of minimum thickness 5mm. The building shall be designed in accordance with specifications of IS: 800, IS: 875, IS: 1893 Codes.

#### 5.2 SECONDARY MEMBERS

Purlin, girts, eaves struts, etc made out of cold roll steel factory profiled shall have flanges and webs with physical specifications equivalent and having minimum yield strength of 345 MPa conforming to ASTM-A607 (Grade 50) or IS-513 of minimum thickness of 2mm. The sag rod shall have minimum yield strength of 250 Mpa conforming to IS-2062. All members excepting sag rod & bracing will be pre-galvanized with minimum coating material of 275 GSM. The members shall be designed in accordance to IS: 801.

#### 6.0 HOLDING DOWN BOLTS

All holding down bolt assemblies shall be designed, detailed and approval obtained from Engineer, supplied and transported to site including threading, provision of nuts, locknuts, washers, and pipe sleeves etc all as per specifications and approved fabrication drawings.

#### 7.0 FLASING AND TRIM

This will be furnished at the rake, corners, framed openings, accessories and wherever necessary to provide weather tightness and finished appearance.

#### 8.0 CLOSURE STRIP

Closure matching the profile of the panel shall be supplied along with the eave and rake.

#### 9.0 SEALER /ROPE SEAL

This is to be applied at all side laps and end laps of roof panels and around self-flashing windows/ louvres. Sealer shall be 6mm wide x 5mm thick, asbestos fiber filled pressure sensitive Butyl tape. The sealer shall be non-asphalted, non-shrinking, non-drying & non-toxic and shall have superior adhesion to metals, plastics and painted surfaces at temperature from -51 deg 'Ç' to + 104 deg 'Ç'.

#### 10.0 ANGLE/ ROD BRACING



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Diagonal angle/rod bracing shall be supplied in the roof and side walls to brace the building against wind load, seismic load or any other horizontal load. Bracing is essential to the stability of the building. Location and profile of bracings shall be decided in consultation with the owner / consultant.

#### 11.0 WELDING OF PRIMARY MEMBERS

#### 11.1 SHOP

Weld shall be of controlled CO2 welding like MIG/ MAG in accordance to IS816 or submerged arc welding type in accordance to AWSD1.1.

Minimum throat thickness of weld shall be 4mm.

#### 11.2 FIELD

All primary connection fasteners shall be High Strength Bolts of Grade 8.8 conforming to IS: 3757, IS: 400 or IS: 1367 or ASTM A325 or equivalent.

All secondary connection fasteners shall be with bolts of property class 4.6 conforming to IS: 1363 or IS: 1367 or ASTM A307 or equivalent. The fasteners shall be galvanised.

### 12.0 SHEETING WORK (In bidder's scope)

### 12.1 SHEETING DESIGN

Panels shall be designed in accordance with AISI "Specifications for the Design of Light-Gauge, Cold-Formed Steel Structural Members" or equivalent and in accordance with sound engineering methods and practices.

The panels shall be designed to withstand design loads between purlins without a panel deflection to span ratio of 1/180 in continuous span condition. Provision shall be made to permit thermal movement of the panel without detrimental effect in the roof.

### 12.2 SHEETING SYSTEM FOR ROOF & SIDE CLADDING

Roof & Side sheeting system shall be of colour coated trapezoidal profile made out from 0.6 mm TCT (yield strength of 550 Mpa) with metallic hot dip coated with Aluminium-Zinc alloy (55% Aluminium, 43.5% Zinc and 1.5 % Si) as per AS 1397-of total coating mass 150 GSM.

Sheeting (roof & side) shall be permanently colour coated with 15-20 micron silicon modified polyester / Super Durable Polyester over 5 micron primer and backer coat 5 micron over 5 micron primer. SRI (Solar reflecting index) value of sheeting shall be as per "LEED" specification.

The steel manufacturer's test certificate for the chemical and mechanical properties of steel must be submitted for approval by the concerned authority prior to fabrication. The sheet shall have brand marking of the manufacturer giving product details on the back of the sheet for confirming genuinely of the material. All the accessories such as ridge pieces, eaves, barge boards, expansion joint pieces, corner pieces, apron pieces etc shall be made from the same material which is used for main cladding application. It also includes supply and erection of galvanized steel fasteners/ bolts (of self-tapping & self-



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drilling type), seam, bolts and nuts, metal backed EPDM washers etc complete including cutting to shape and size required including necessary sealants (silicon sealants/ butyl sealants for transverse laps), taping, flashing etc complete as per design and specifications.

The scope of supply is inclusive of sheeting for canopy and all ridge, trims, flashing, lapping etc. made out of same material and same thickness of pre-coated plain sheets

Rain water gutter shall be made of similar material having thickness 0.6mm TCT (Total Coated Thickness). Colour of gutter should match with the cladding colour

### 13.0 SKYLIGHT PANELS & LOUVRES (not in bidder's scope – for information only)

Approved quality polycarbonate sheet manufactured using virgin polycarbonate resins through the co-extrusion process, uniform thickness, excellent UV resistance, optimum strength and long life shall be provided for glazing. The material should have minimum 2mm thickness having high impact strength and impressive physical properties, to provide natural light for cladding systems. Visual Light Transmission (VLT) for this should be specified as 85%. Below Sky Lighting Panel, a safety net as per standards has to be provided.

Metal fixed louvers having approx. dimension of 4M x 1M each with peripheral and intermediate frames etc to be supported on sub-grit made out from cold formed steel section shall be provided at eaves level as per drawing. Fins shall of similar material and colour coating as used for cladding and should be profiled to stop ingress of rain water.

#### 14.0 MATERIAL SPECIFICATION

No.	Components	Specifications	Strength (Mpa)
1	Cold formed sections for side	ASTM A607 Grade 50	Fy = 345
	runners and purlins	or equivalent	
2	High strength bolts	A325 M Type 1, Zinc	Fy = 303
		phosphate	
3 Machine bolts		DIN 933 Class 4.5/4.8	Fy = 138
		Yellow chromate	
4	Built-up sections for Crane	ASTM572, Grade 50	Fy = 345
	girders, columns, beams and		
	rafter, roof frames etc.		
5	Sheeting material	AI(55%)+Zn(45%)	Fy = 300  (min)
		alloy as per AS 1397	
6	Holding Down bolts	IS:2062, Grade A	Fy = 245
7	Fasteners	ITW Buildex Class 3 or	
		4	



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### **General Terms & Conditions : Annexure B**

1. Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Sri Dhritiman Nandi (Mobile +9903106827, e-mail: nandi.d@balmerlawrie.com)

Balmer Lawrie & Co. Ltd.

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Dabagarden Main Road, Visakhapatnam - 530020

#### 2. Pre-Qualification Criteria:

- (A) Bidder should adhere to the technical specification & standard features in Annexure- A
- (B) Average annual turnover of the tenderer shall be minimum of **Rs.30.00** lakhs during last three financial years ending 31<sup>st</sup> March, 2017.
- (C) The tenderer should have successfully supplied trapezoidal profiled colour quoted sheet for pre-engineered pre-fabricated structural buildings/ sheds/ warehouses of the following minimum values during past seven years ending 31<sup>st</sup> December, 2017.
  - a. 3 jobs each of value not less than Rs 39 lakhs

or

b. 2 jobs each of value not less than **Rs 49** lakhs

or

c. 1 job of value not less than Rs 78 lakhs

Copy of Purchase orders from the customer should be enclosed as supportive documents.

(D) Bidders who are distributors/dealer/stockist of approved manufacturers will have to submit a valid document showing their relationship with the approved manufacturer



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- (E) Submission of Mandatory document PAN,GST registration.
- 3. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the technical specification, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 4. The vendor is not allowed to give any "subcontract' without proper justification and approval of Balmer Lawrie & Co. Ltd. (BL). Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
- **5. Right of acceptance / Rejection:** BL reserves the right to accept/reject any or all offers without assigning any reasons, whatsoever. BL also reserves the right to alter

the eligibility criteria & specification for short-listing the vendors. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in uploading of bids in e-procurement website.

- **6. Delivery Schedule**: Delivery schedule of material shall be:
  - a. 1<sup>st</sup> lot of 8800 Sqm of sheeting material as per specification shall be supplied within 3 (three) weeks from the date of placement of order / LOI.
  - b. Balance quantity shall be delivered within 7 (seven) weeks from date of placement of order / LOI.

#### 7. Quality & Quantity of the Equipment:

Quality of the equipment supplied should be as per standard given in the data sheet. **Any deviation in the specification will not be accepted.** BL reserves the right to change the quantity at any point of time.

#### 8. Taxes & Duties:

Rates shall be inclusive of all taxes & duties as applicable, however GST shall be quoted separately as per format given in the schedule of work. The Bidder shall ensure dispatches of his own manufactured as well as all bought out plant, equipment and materials directly to work site at Visakhapatnam. <u>Please note that</u>

<u>VPLPL shall avail Input Tax Credit (ITC) against Goods & Service Tax payment made by the vendor. Bidder shall submit valid GST registration details.</u>

#### 9.0 Tender Submission

9.1 Interested parties are requested to submit their bids either through <u>e-bidding or arrange</u> <u>to send physical offers</u> within the due date and time of the Tender to the address mentioned in Notice Inviting Tender. E-bidding formalities are as follows:



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#### For E bidders

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	E-mails	Phone Numbers	
1. Mr. Tirtha Das(Kolkata)	tirtha[dot]das[at]c1india[dot]com	+91-9163254290	
2. Mr. Tuhin Ghosh(Kolkata)	tuhin[dot]ghosh[at]c1india[dot]com	+91-8981165071	
3. Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot] com	+91-8811093299	
4. Mr. CH.Mani Sankar (Chennai)	chikkavarapu[dot]manisankar[at] c1india[dot]com	+91-8939284159	
5. Ms. Ujwala Shimpi (Mumbai)	ujwala[dot]shimpi[at]c1india[dot] com	+91-022- 66865608	

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 Mr. D Nandi



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The bidder must keep track of the Addendum / Corrigendum / Amendment/Time Extension, 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.

### 9.2 Physical offer

Submission of Tender/ Bid in hard copy bidders:

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

Tender to be submitted under <u>two separate sealed covers</u>, one cover containing Part - I ( Un-priced Bid) and the other cover containing Part - II ( Priced Bid ) super scribed PRICED / UNPRICED BID, Tender Number and Name of the Work.

'UNPRICED' Bid should be kept free of any price figures, while 'PRICED' Bid should be filled in with the price figures only.

UNPRICED BID ,tender no., date & due date along with following enclosures-

- [i] Covering letter
- [ii] Annexure-A (Bidder's confirmation) & Annexure B(General terms and conditions)
- [iii] Pre-Qualification documents
- [iv] 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 notorized 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.

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 should be sent to



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30-15-154/4F2, 5th Floor, GKP Heavenue,

**Dabagarden Main Road, Visakhapatnam – 530020** within the due date and time to the kind attention of Shri Dhritiman Nandi.

- **10. Placement of Order:** Purchase order will be based on techni-connercially acceptable L1 rates received. If there is a tie amongst the bidder on the lowest rate then the bidder with higher turn over will be choasen as L1.
- **11. Jurisdiction**: All disputes are subject to Kolkata jurisdiction.

#### 12. Payment terms:

Owner shall make an advance payment to the contractor upto 15% of the order value against submission of Bank Guarantee of equivalent to 112 % of the advance amount as per format given in the tender. The amount of such advance shall be recovered / deducted on pro-rata basis from the payments due to the contractors.

The secured advance as per above shall bear simple interest at the rate of twelve (12) percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance.

Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

The said bank guarantee for advances shall be made for the full amount advanced and valid for the contract period together with interest.

- (A) 75% payment within 7 days against supply of 1st lot of accepted materials at the site
- (B) 10% will be kept as retention money and will be released on submission of Performance Bank Guarantee valid for one year
- 13. Guarantee Period: Vendor shall guarantee against any and all defects in design, workmanship, materials and performance for a period of twelve (12) months from the date of supply of entire scope. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier.

### 14. Liquidated damages: -

a) Vendor shall be liable to pay liquidated damages for the following:



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Failure to deliver, successful demo & commissioning of the equipment as per PO and handing over to Balmer Lawrie & Co. Ltd. within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of PO value per week or part thereof subject to a maximum of 5.0%.

- b) If any damage is caused to the property and/or machinery (including its any part) of Balmer Lawrie & Co Ltd., directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- **15. Delivery Location : -** The delivery is required to be done to the following:

Th site is at Visahapatnam near Mindi Village. The site is 4.0 km away from Sheela Nagar Junction at NH-5 and 8 Km from Air port. The nearest Land mark is Visakhapatnam Port Mindi Yard railway siding.

- **16. Site Rules: -** Supplier personnel have to abide by the site rules and regulations.
- 17. Offers & Enclosures: The technical literature and other documents, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.
- 18. Validity period of the offer:

The period of validity of the quotations should not be less than 60 days from the due date of the tender.

- 19. LIMITATION OF LIABILITY: Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.
- **20.** Force Majeure: Shall mean and be limited to the following
  - (a) War / Hostilities (b)Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions

governing termination stated under Article 28 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their



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bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

#### 21. RESOLUTION OF DISPUTES / ARBITRATION:

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by Director, Visakhapatnam Port Logistics Park 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.

**22. Approved Makes**: The bidders have to supply the material from the following approved makes:

Tata Bluescope, Dongbu, Safintra or approved equivalent

\_\_\_\_\_



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#### **Annexure-C**

# **Price Bid (Part II)**

#### NOTES:

- 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 Contractor, 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.
- 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 Contractor 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.



### (A Government of India Enterprise)

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SCHEDULE OF SUPPLY								
Item	Description of Items	Unit	Qty	Rate (in Rs)	Amount (in Rs)			
no.			_	, ,				
1.0	Supply of trapezoidal profiled colour coated Aluminum/Zinc alloy steel for roofing & wall cladding of 0.60mm TCT (total coated thickness) of approved colour, profile and make as per technical specification and tender drawing for warehouses and canopy complete in all respects with all ridge, trims, flashing, lapping etc. made out of same material and same thickness of pre-coated plain sheets.	Sqm	19360					
2.0	IGST on 1.0 (bidder to mention rate)							
	SGST on 1.0 (bidder to mention rate)							
	CGST on 1.0 (bidder to mention rate)							
3.0	Total Supply with GST			_				
4.0	Transportation upto Site as address mentioned below – Visahapatnam near Mindi Village. The site is 4.0 km away from Sheela Nagar Junction at NH-5 and 8 Km from Air port. The nearest Land mark is Visakhapatnam Port Mindi Yard railway siding.	LS	1	BIDDER NOT TO QUOTE HERE				
5.0	IGST on 4.0 (bidder to mention rate)							
0.0	SGST on 4.0 (bidder to mention rate)							
	CGST on 4.0 (bidder to mention rate)							
6.0	Total (with GST) - Supply + Transportation							