



## **Visakhapatnam Port Logistics Park Ltd**

**(A Balmer Lawrie- Visakhapatnam Port trust-JV)**

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

### **TENDER DOCUMENT FOR CONSTRUCTION OF PVC FENCING, AT MULTI MODAL LOGISTICS HUB AT VISAKHAPATNAM, ANDHRA PRADESH**

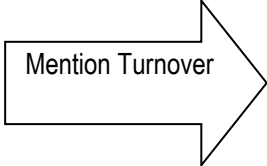
**Tender No. VPLPL/MMLH/MIS/TCW/PT/01**

**Date: 24.04.2019**

**Due Date: 03.05.2019, 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 Confirmation /Submission (Yes / No)
	<b><u>Confirmation on submission of PQ Criteria</u></b>	
1	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)	
2	Audited Annual Reports for Last 3 financial years ending 31 <sup>st</sup> March,2018	
2.1	<div style="display: flex; align-items: center;"> <div style="flex: 1;">           Turnover in FY 2015-16             Turnover in FY 2016-17             Turnover in FY 2017-18         </div> <div style="flex: 0.5; text-align: center; margin: 0 10px;">  </div> <div style="flex: 1;">           .....            ...            .....            ...         </div> </div>	
3	Purchase Order and Completion Certificates for similar jobs as per required pre-qualification criteria	
4	PAN	
5	GST Registration	
6	Completion of construction as per awarded period	
7	Stamped and Signed Tender Document along with addendum/corrigendum	
8	Confirmation of ' NO DEVIATION' from Tender	
9	Confirmation of Bid Validity of 90 days	

**Hard copies of the above confirmatory documents (UNPRICED BID) and ( PRICE BID in sealed envelope ) to M/s Visakhapatnam Port Logistics Park Ltd**  
**Beside Mindi Railway yard,**  
**Mulagada village, Visakhapatnam - 530012**  
**tenders must be sent before or on due date failing which the bid may be rejected.**

**Bidder's Information**

Sl. no.	Description	Details to be filled up by Vendor/Supplier
1	Name1 (max. 35 char.)	
2	Name2 (max. 40 char.)	
3	Street/House No. (max. 50 char.)	
4	Street1 (max. 40 char.)	
5	Street2 (max. 40 char.)	
6	PIN Code (Postal Index No. e.g. "700001") (max. 6 char.)	
7	City/Place (e.g. "Kolkata" or "Dehradun") (max. 40 char.) or as the name of the city	
8	Country ("India" or "England" or as the name of country be)	
9	State (Name the state from where the office of Vendor/Supplier operates)	
10	First Tel. No. (With STD Code): (e.g. 033-22225280 or 022-66552814) (max. 30 char.)	
11	First Fax No. (with STD Code)	
12	Contact Person	
13	First Mobile No.	
14	E-mail Address) (max. 40 char.)	
15	PAN No. :	
16	GSTIN Registration No. :	
17	GSP Name (GST Suvidha Provider)	
18	SAC Code no.	
19	Bank Name (max. 60 char.)	
20	Street (max. 35 char.)	
21	City (max. 35 char.)	
22	Branch (max. 40 char.)	
23	IFSC Code	
24	MICR Code	
25	Account No.	
26	Type of Account (Current, Savings, etc.)	

**LIST OF CONTENT:**

**UN-PRICED PART (PART I)**

1. NOTICE INVITING TENDER
2. CONDITIONS OF CONTRACT
3. TECHNICAL SPECIFICATION

**PRICED PART (PART II)**

1. SCHEDULE OF WORK

**Tender No. VPLPL/MMLH/MIS/TCW/PT/01****1.0 TENDER INVITATION**

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, Correspondence address at Visakhapatnam Port Logistics Park Ltd, Beside Mindi Railway yard, mulagada village, Visakhapatnam - 530012, Andhra Pradesh, invites bids in single bid system from experienced, competent and resourceful contractors for execution of works as stated for its Multi-Modal Logistics Hub set up at Visakhapatnam, Andhra Pradesh.

**2.0 SCOPE OF SUPPLY**

The scope of work under this tender shall cover construction of 1.5 meter height PVC fencing along with 1 feet height MS sheeting which are connected with 32NB MS pipes anchored in paver blocks and painting, as explained in the schedule of work, technical specification with all materials, labour, taxes, duties etc. complete

**3.0 COMPLETION PERIOD**

The time schedule for total work according to the contract shall 3 weeks (including mobilization period) from the date of placement of order or LOI whichever is earlier..

**4.0 PRE-QUALIFICATION CRITERIA**

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

**4.1 Turnover Criteria**

Average annual turnover of the tenderer shall be minimum of **Rs 13,100/-** during last 3 (three) financial years ending 31<sup>st</sup> March, 2018. Audited Annual Reports for Last 3 financial years ending 31<sup>st</sup> March, 2018 shall be submitted in support of that.

**4.2 Previous Credentials**

The tenderer should have successfully executed Civil work 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 17,500/-** or
- b. 2 jobs each of value not less than **Rs 22,000/-** or
- c. 1 job of value not less than **Rs 35,000/-**

Copy of purchase orders and completion certificate/ certified bills 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.

#### 4.3 Others

- a. The bidder should submit the self-declaration on Black Listing from any of the government institutions or PSU.
- b. The bidders should possess the valid GST Registration. A copy of the same is also to be attached.

#### 5.0 PAN & GST Registration

Tenderers are required to submit attested photocopies of PAN, GST Registration along with Un-priced part of their offer, failing which their offer may be liable to be rejected.

#### 6.0 TENDER DOCUMENTS

Tender Documents comprises two parts viz. Part-I (Un-priced) and Part-II (Priced). The Un-priced Part consists of Notice Inviting Tender, Conditions of Contract, and Technical Specification. The Priced Part consists of Priced Schedule. Bidders are requested to download the tender document and read all the terms and conditions mentioned therein—and seek clarification, if any, from **Lokeswaran** (mob no. 9494586062).

#### 7.0 TENDER SUBMISSION

The intending bidders shall be deemed to have visited the site and familiarize 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.

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 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 **Lokeswaran B.**

**The bidder must keep track of the Addendum / Corrigendum / Amendment, if any, issued by the Tender Inviting Authority by visiting the website of Balmer Lawrie & Co. Ltd. ([www.balmerlawrie.com](http://www.balmerlawrie.com)) 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 hardcopies as explained above under sealed envelope should reach the office of **Operation Head (VPLPL) Visakhapatnam Port Logistics Park Ltd, Beside Mindi Railway yard, mulagada village, Visakhapatnam - 530012.** The Bidders submitting the Bids in person are requested to drop the same in our tender box located at the entrance 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 in e-procurement website of Balmer Lawrie & Co. Ltd.

## **8.0 TERMS OF PAYMENT.**

**8.1 100%** of Contract value including all taxes, duties, etc. against completion job as per the schedule of work at site in good and acceptable condition.

**8.2 10%** of above basic value shall be retained as retention money for the defect liability period of Twelve (12) Calendar months which shall be reckoned from the date of successful completion of job.

**8.3** No mobilisation advance shall be paid to the contractor.

The retention money may be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability and performance maintenance period, Performance Bank Guarantee shall be issued by any Nationalized / Scheduled Bank on basic value of material supplied and shall remain valid for above guarantee period.

## **9.0 TAXES & DUTIES**

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

## **10.0 GENERAL OBLIGATION AND PERFORMANCE OF WORK**

The owner (VPLPL) reserve the right to inspect the Execution of Work All the work shall be executed in strict conformity with the provisions of the Contract Document and with such explanatory detailed Drawings, Specifications and Instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that Work throughout are executed in the most substantial proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications and to the entire satisfaction of the Engineer-in-Charge.

### Co-Ordination and Inspection of Work

(i) The co-ordination and inspection of the day-to-day Work under the Contract shall be the responsibility of the Engineer-in-Charge but this will not detract the contractor's full responsibility. The written instructions regarding any particular work will normally be passed by



the Engineer-in-Charge or his Authorized Representative. A work order book will be maintained by the Contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement within Twelve (12) hours. The pages in the work order book shall be machine numbered.

(ii) The Engineer-in-Charge will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's Premises / Workshops wherever situated, Premises / Workshops of any person, firm or corporation where work in connection with the Contract may be in hand or where materials are being or are to be supplied, and Contractor shall afford or procure for the Engineer-in-Charge, every facility and assistance to carry out such inspection. Contractor shall, at all time during the usual working hours and all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the Work shall have been given to Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the purpose.

#### **11.0 COMPLETION CERTIFICATE**

When Contractor fulfils his obligation under clauses he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to Contractor the Completion Certificate within one(1) month after receiving an application therefore from Contractor after verifying from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings, and the Contract Document and rectification of defects if any

#### **12.0 NON-CONFORMANCE**

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

#### **13.0 VALIDITY OF OFFER**

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

#### **14.0 RATES AND OTHER ENTRIES**

- (a) The tenderer should quote for all items in the Schedule of Rates. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.

- (d) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

#### **15.0 RIGHT TO ACCEPT OR REJECT TENDER**

15.1 M/s Visakhapatnam Port Logistics Pvt Ltd reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the tenderer (s) in the manner it considers suitable. In the event of receipt of lowest price from more than one (1) bidders, fresh price bids shall be invited from the lowest bidders only to determine final lowest bidder for placement of order.

15.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (VPLPL) is detected at any stage.

15.3 All the bids will be evaluated based on pre-qualification and other criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the pre-qualification criteria will not be considered for commercial evaluation.

15.4 Tender if submitted through e-mail or fax shall be summarily rejected.

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

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

Visakhapatnam Port Logistics Pvt Ltd expects Tenderers to confirm compliance to tender terms & conditions and specifications, failing which the Tenderers are liable to be rejected. Hence all Tenderers in their own interest are advised to submit their bids in all respects confirming to all terms & conditions of the bid document.

Bids shall be evaluated based on the information / documents available in the bid. Hence Tenderers are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying the requirements of bid documents will be rejected without any further opportunity.

For any Technical clarifications / queries Tenderers are requested to contact **Lokeswaran B, e-mail: [balasubramaniyan.l@balmerlawrie.com](mailto:balasubramaniyan.l@balmerlawrie.com)** (from 10.00AM to 06.00PM, Monday - Saturday).

For **Visakhapatnam Port Logistics Park Ltd.**

**(Rajesh Raghavan )**  
**Operation head (VPLPL)**

## CONDITIONS OF CONTRACT

### 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 The "Project" shall mean **Multi Modal Logistics Hub at Visakhapatnam, Andhra Pradesh.**

1.03 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.

### 2.00 DETAILS TO BE SUBMITTED ALONG WITH THE TENDER

The tenderer shall submit the following along with the following:

- (i) Hard copy of Un-priced Tender Document duly filled in, stamped and signed by the Tenderer as prescribed in different clauses of Tender documents.
- (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 Visakhapatnam Port Logistics Park 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) Similar jobs executed in past Seven years by the tenderer with copy of work orders from the client/ consultant appointed by the client.
- (v) Audited annual report for last three financial years, PAN / GST.
- (vi) The bidder should not be blacklisted by any PSU / Govt. Dept/ Govt Agencies (Self Declaration duly signed by Authorised Signatory).

### 3.00 SECURITY DEPOSIT

- (i) On acceptance of the Bid, Contractor shall within fifteen (15) days, deposit with Owner an Initial Security Deposit of 5% of the Contract value and the same shall be in any of the following:
  - a) Bank draft drawn on a Kolkata Branch of any Scheduled 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 till the completion of work.
- (ii) If Contractor 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 Contractor's risk and cost.
- (iii) No interest shall be payable against Security Deposit.
- (iv) At any point of time such deduction shall not exceed 10% of executed value. Owner can permit Contractor to replace the Security Deposit / Retention Money so retained by Bank Guarantee at his discretion after successful completion of the work.
- (v) After completion of work at site wherever the Security Deposit / Retention Money is furnished by Contractor in any form other than Demand Draft, Contractor shall be entirely responsible to keep such form of security deposit enforceable by Owner by extending the validity thereof if required, by removing the restrictions thereon within one month before the enforceability thereof by Owner is likely to expire and keep them enforceable, until released by Owner after the Defect Liability Period.
- (vi) The Security Deposit / Retention Money shall remain at the entire disposal of Owner as a security for satisfactory execution and completion of the Work(s). Owner shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vii) Notwithstanding anything to contrary, in as much as the Security Deposit is to be in cash with Owner, Owner shall be entitled to enforce any of the approved forms of Security Deposit furnished by Contractor at any time and realize cash thereof irrespective of whether or not Contractor disputes such right.
- (viii) On due and satisfactory performance of all the obligations of Contractor under this Contract including completion of work in all respects, carrying out the obligations of Contractor during Defect Liability Period, Retention Money shall be released by Owner subject to recoveries, deductions and retentions therefrom as provided under the Contract.

#### **4.00 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.

**5.00 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

**6.00 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

**7.00 INSPECTION & TESTING**

(i) All materials required for the execution of the work should conform to the standard specification and approved by the Engineer-in-Charge before actually put to use. Commencement of work without prior approval shall be entirely at the risk and cost of the Contractor. No delay due to non-availability of the Materials, tools, equipment etc. will be entertained by the Owner. In the case of certain Machinery / Equipment, the Engineer-in-Charge may inspect the item for approval, before they are brought to site.

(ii) The Owner shall be entitled at all times at the risk of the Contractor to inspect and / or test by themselves or through any independent person(s) or agency (ies) appointed by the owner and/or to direct the contractor to inspect and/or test all material(s), items and components whatsoever supplied or proposed for supply, for incorporation in the work inclusive, during the course of manufacture or fabrication by the Contractor and/or at the Contractors work or otherwise, such materials or items or components. The inspection and/or test shall be conducted at the expense of the Contractor and if conducted by the Contractor may be directed by the Owner to be conducted by agency (ies) nominated by Owner and/or in the presence of witness (ess) nominated by the Owner.

(iii) The Contractor shall furnish to the Engineer-in-Charge for approval when requested or as required by the specification or other contract documents, adequate samples of material intended for incorporation in the works. Such samples to be submitted before the work are

commenced permitting sufficient time for tests, examination(s) thereto by the Engineer-in-Charge. All materials furnished and incorporated in the work shall conform to the sample(s) in all respects.

(iv) The Engineer-in-Charge shall be entitled to reject at any time any defective materials, item or components, (including special manufactured or fabricated items or components) supplied by the Contractor for incorporation in the works.

(v) The Contractor shall at all times ensure highest standard of workmanship, relating to the work to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall have the power to inspect the work as also to test or instruct the contractor to test the works or any structure, material or component thereto at the risk and cost of the Contractor, either by the Contractor or by any agency(ies) nominated by the Engineer-in-Charge or Site Engineer on his behalf.

(vi) The Engineer-in-Charge on inspection or test be not satisfied with the quality or workmanship of any work, structure, material, component (decision of the Engineer-in-Charge being final in this behalf), the Contractor shall re-perform, replace, re-install and / or re-erect as the case may be such work, structure material or component, as no such rejected work, structure, material, item or component shall be re-used without the prior permission of Engineer-in-Charge.

## **8.00 ARBITRATION**

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

8.1 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Supplier shall continue and to be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the Owner) and the Supplier shall remain liable and bound in all respects under the Contract.

**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 Nationalized/ Scheduled Bank only	_____	_____

This guarantee will remain in force up to ..... (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 up to .....

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 to 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 realization 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)

## **TECHNICAL SPECIFICATION**

## **FABRICATION OF STRUCTURAL STEEL WORK**

### **GENERAL**

All steel materials required for the work will be supplied by the contractor unless otherwise specified elsewhere in the contract. The materials shall be free from all imperfections, mill scales, slag intrusions, laminations, pitting, rusts etc. that may impair their strength, durability and appearance. All materials shall be of tested quality only unless otherwise permitted by the Engineer-in-Charge and / or Consultant. If desired by the Engineer-in-Charge, Manufacturer's Test Certificates in respect of each consignment shall be submitted in triplicate. Whenever the materials are required to be used from unidentified stocks, if permitted by the Engineer-in-Charge, a random sample shall be tested at an approved laboratory from each lot of 50 tons or less of any particular section. The test fee is to be borne by the contractor. The arc welding electrodes shall conform to the relevant Indian Standard Codes of Practice and Specifications and shall be of heavily coated type and the thickness of the coating shall be uniform and concentric. With each container of electrodes, the manufacturer shall furnish instructions giving recommended voltage and amperage (Polarity in case of D.C. supply) for which the electrodes are suitable.

### **Electrodes**

All electrodes to be used under the Contract shall comply with any of the following Indian Standard Specifications as may be applicable :

- 1) IS : 814 Covered electrodes for metal arc welding of structural steel
- 2) IS : 815 Classification and coding of covered electrodes for metal arc welding of mild steel and low alloy high tensile steel
- 3) IS : 1442 Covered electrodes for the metal arc welding of high tensile structural steel

### **Paints**

Paints to be used for shop coat of fabricated steel under the purview of this contract shall conform to the Indian Standard Specification IS : 2074 - Ready mixed Paint, Red Oxide - Zinc Chromate Priming.



**Visakhapatnam Port Logistics Park Ltd (VPLPL)**  
**Beside Mindi Railway yard,**  
**mulagada village, Visakhapatnam - 530012**

**TENDER DOCUMENT**

**FOR**

**CONSTRUCTION OF PVC FENCING WORK AT MULTI MODAL LOGISTICS HUB AT  
VISAKHAPATNAM, ANDHRA PRADESH**

**Tender No. VPLPL/MMLH/MIS/TCW/PT/01**

**PART – II (PRICED)**

Tender For	CONSTRUCTION OF PVC FENCING, VPLPL AT VISAKHAPATNAM, ANDHRA PRADESH				
Tender No	VPLPL/MMLH/MIS/TCW/PT/01				
Location	MMLH project, Vishakhapatnam				
Item No.	Description of Item	Unit	Qty	Rate	Amount Rs.
1	Supply and Fixing of green colour PVC hexagonal fencing 1.5 meter height	sqm	105		
2	Supply, fabrication and erection of 1.5 M high <b>fencing</b> made out of 32 NB medium grade MS pipes with 32 NB vertical post spaced @ max 2.5 m c/c along with and 150x150x10mm thick base plate anchored in the paver top MS pipes and plates are with two (2) coats of synthetic enamel paint over two (2) coats of epoxy zinc phosphate primer.	No	50		
3	Bottom 300 mm 0.5 mm thick GI coated roof sheet green colour coated sheet needs to be fixed with self levelling screws	RM	65		
				<b>Total</b>	
				<b>GST 18%</b>	
				<b>Over all</b>	

**Note: Please fill up, sign, stamp, scan and Submit the above mentioned Price Bid.**

**Name of the Bidder :**

**Signature :**

**Seal of the**

**Company :**

**Date :**

**Place :**