

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

TENDER NO: VPLPL/MMLH/FIRE/AMC/PT/32

DATE: 22/06/2021

Tender Document for:

[Engagement of Contractor for AMC of Fire Hydrant System at Visakhapatnam Port Logistics Park Ltd, Visakhapatnam]

DUE DATE & TIME: [02/07/2021 at 16.00 Hrs]

INDEX

S.	PARTICULARS	PAGE NO.
NO.		
1	Index	2
2	Notice Inviting Tender	3
3	Special Instructions for Participation in bidding	3
4	Scope of Work	7
5	General Terms and conditions	11
6	Particulars of the organization	21
7	Bid Security Declaration	22
7	Price Bid	23

NOTICE INVITING TENDER

Online bids (Single Bid System) are invited from experienced contractors who can fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading "General Terms and Conditions" and special terms and conditions, for undertaking the subject contract for "Engagement of Contractor for AMC of Fire Fighting System at Visakhapatnam Port Logistics Park Ltd, Visakhapatnam." (from here on referred to as VPLPL)

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

Sr. No	Description	Details
1	Name of Work	Engagement of Contractor for AMC of Fire Fighting System at Visakhapatnam Port Logistics
		Park Ltd, Visakhapatnam.
2	Tender No	VPLPL/MMLH/FIRE/AMC/PT/32
3	Validity Of Offer	120 days from the date of opening of
		Technical bid.
4	Contract Period	1 year
5	Tender Fee (Non-refundable)	NA
6	EMD (interest-free)	Bid Security Declaration
7	Downloading / Submission of Tender:	
	a. Starts on	22/06/2021 at 18.00 Hrs
	b. Ends on	02/07/2021 at 16.00 Hrs
	c. Opening of Tenders – Technical Bids	02/07/2021 at 18.30 Hrs .

SPECIAL INSTRUCTION TO BIDDERS

1. LIST OF DOCUMENTS TO BE SUBMITTED

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Income Tax PAN Number.
- d. GST Registration number.
- e. Valid PF and ESI Registration No.

- f. Charted accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.2019
- g. In lieu of EMD, bidders have to submit BID SECURITY DECLARATION as found in Annexure 2.

Note:- SC/ST category having MSMED /NSIC certificates should specifically mentioned. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.

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

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

3. **BID SUBMISSION**

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

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

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

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The bidder shall invariably furnish the original DD towards EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. For submission of Online price bid, bidders are requested to download the excel sheet, fill the details, sign, scan and upload the same. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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

The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number after completing all the process and steps. M/s C1 India or VPLPL will not be responsible for incomplete bid submission by users. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

The Company (VPLPL) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

The hardcopies should reach the office of VPLPL at the following address.

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

4. Special Note

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

5. Filling of Tender Documents

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

SCOPE OF WORK

- 1. Maintenance of Fire Fighting, Fire Alarm and Fire Detection system are covered under this contract. The maintenance agency shall be solely responsible to keep the system serviceable at all the times. The maintenance shall include servicing of all the equipment associated with the systems. Cost of spares & consumables etc., shall be included in the quoted rates.
- 2. The cost of major or special repair or overhauling of any equipment such as Fire Pumps, Motor, Fire Alarm Panel, Batteries and Hooters including winding of motor is not covered in the scope of work. However, preventive and routine maintenance including servicing, minor rectification will be the responsibility of the agency. All materials including diesel oil for fire engine pump will be provided by the company for such rectification on free of cost except some materials such as Petroleum Jelly, Straw, Lubricants, Tools & Tackles, nuts & bolts, distilled water, cleaning materials, fuse, rubber packaging, threads, indicator lamps, clamps, resistors, diodes, repairing of integrated circuits etc.,
- 3. The company will inform to the service agency as soon as any occurrence of defects observed and noticed in the system. The service agency have take up the action within 24 hours and inform the company if any materials are required. After procurement of the same the service agency have to deploy the manpower and complete the fitting without any additional cost.
- 4. The service agency will engage trained and experienced technical staff and helpers for undertaking maintenance activities.
- 5. The service agency will maintain the log book for maintenance as described below,
 - a. After each maintenance, the test details to be entered in the maintenance register with dates and result achieved.
 - b. After carrying out each test, the entry in the register to be got counter signed by the company's representative. Without prior approval, no fitting / material will be removed for repairs, it will be agency's responsibility to provide alternative temporary arrangement of such items during the period, and the item is repaired and put back into position so that the system remains fully functional at all the time
- 6. The service agency should carry out fire drill on monthly basis as per the direction of the plant manager including training to the staffs.
- 7. The checking and maintenance of the batteries for the system shall be done including maintaining the specific gravity and distilled water if required. However replacement of defective batteries are not covered under this contract.
- 8. The servicing and random checking of fire detection system and heat detectors shall be done periodically.
- 9. The system shall be kept in working condition till completion of the contract. The firm will arrange handing over of the total system in fully functional condition on completion of the contract.

- 10. The mock drill / demonstration of the working of the system shall be given at least once in a month, this exercise should incorporate the training of the concerned personnel.
- 11. In case of emergency, the firm shall give full support for mitigation of fire accident at no extra cost.
- 12. The agency has to arrange for testing of both of fire pumps. The test includes running of the pressurization pumping set in case of loss or pressure of fire hydrant system and running of diesel engine pump by artificial closure of electricity. The pumps shall be tested as to whether the constant pressure is being maintained by creating pressure loss in the pipe lines. Pressure test at the various locations of hydrant valves shall be done by opening the valves at one location. Such test shall be done at least once in every alternate month in the presence of company's designated staff.
- 13. The servicing of major equipment like fire pumps, jockey pumps, pressure regulator and main fire alarm panel etc., shall be done quarterly. However all the valves, valve handles, smoke detectors, manual call points, hooters, fire control cables etc., shall be checked and greased on monthly basis.
- 14. Contractor would be bound to execute such additional items which may be essential & necessary (Even though not listed in schedule of work) for the effective execution of work. Rates for extra items of work shall be rationally analyzed / derived and would be binding on the contractor.
- 15. Contractor has to provide SOP training of hydrant systems to security / concerned personnel's at least once every 6 months.

Maintenance Schedule:

1. Monthly Checks

- a. Operational readiness of system during mains failure,
- b. Check battery water level & specific gravity of electrolyte.
- c. Check fire circuit of each zone from the panels.
- d. Check whether signals of fire and fault get transmitted from zonal panel to main panel.
- e. Performance check of hooters shall be done along with the performance check of manual call points,
- f. Check smoke detectors, if required cleaning shall be carried out with suitable reagents,
- g. Checking of water pressure of the hydrant line & action shall be taken to arrest leakages on urgent basis.
- h. Checking of main control panels of fire pump and alarming system.

2. Quarterly Checks

- a. Check fault circuit of each zone by actually disconnecting wire by removing a detector.
- b. Check fire circuits by facilitating actual smoke to one detector of each zone.

- c. Cleaning of all types of detectors with suitable means.
- d. Checking / servicing of major equipment such as Fire Pump, Jockey Pump, Pressure Gauges, Panel including contractors, valves, main alarm panel, auxiliary panel etc.,

3. Half yearly Checks

- a. All the checks of quarterly shall be repeated,
- b. Greasing of valves, checking of couplings, / Impeller and checking of synchronization operation of main pump, Jockey Pump and diesel pump during mains failure.

Fire Extinguishers:

1. There are **201** nos. of various types of Fire Extinguishers installed at VPLPL at various locations at different floors in all buildings/warehouses/offices. The contractor has to make sure that during the contract period, the refilling of the fire extinguisher are complete and valid. Details of various types of fire extinguishers is given below:

EXTINGUISHER TYPE	CAPACITY	QUANTITY
Mechanical Foam	150 Liters	2
Mechanical Foam	50 Liters	3
Mechanical Foam	9 Liters	36
Co2 Fire Extinguisher	22.5 kg	4
Co2 Fire Extinguisher	4.5 kg	50
DCP Type	25 kg	5
DCP Type	6 kg	101

- 2. The contract shall include minimum one general service initially and subsequent quarterly checking & submission of report to the Head of the Facility.
- 3. Routine Services (Quarterly): It includes general cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, repair/replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers and submit report accordingly.
- 4. The AMC shall include repair or replacement of hose clips, hose nozzles, etc. and exclude painting of the fire extinguishers, chassis repair etc.
- 5. All Extinguishers shall be numbered and inventory maintained as per our format and materials requiring replacement on quarterly basis.

- 6. All extinguishers and boxes shall be cleaned.
- 7. All extinguishers shall be pressure tested as per standard norms of extinguisher and water type extinguishers shall be refilled with potable water (tube well water shall not be allowed). The Cartridge of extinguishers shall be weighed and refilled if required.

Tools & Tackles: The bidder should provide all tools and tackles required for the safe and satisfactory maintenance of the related equipment.

Fire Hydrant & Sprinkler system:

- 1. Checking the power supply positions in respect of all the panels placed in various floors of the multi-storied building.
- 2. Checking of water pressure in the system.
- 3. Running of the Fire Hydrant, Sprinkler & Diesel pumps and motors.
- 4. Checking of the control panel of Pumps.
- 5. Checking for leakages in Hydrant & Sprinkler system.
- 6. Draining of the entire system as required.

Fire Alarm System:

- 1. Performance of the Hooters.
- 2. Performance of the Manual call points.
- 3. Performance of the Smoke detectors.
- 4. Manual cleaning of manual call points, panels, hooters etc.
- 5. Checking any fault if indicated on any of the panels & rectify the same immediately.
- 6. Testing of the entire Fire Alarm system.

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY CRITEREA:

- a. In lieu of EMD, bidders have to submit BID SECURITY DECLARATION, as found in Annexure 2.
- b. Should have minimum average turnover of Rs. 20 Lacs during the last 3 years ending March 2019 or latest. Copy of audited Profit/Loss Account and Balance sheet to be attached.
- c. Bidder should have at least three years' experience in providing similar AMC services of fire fighting systems in commercial establishment with similar fire fighting systems. The bidder should submit copies of work orders or agreement and completion certificate in support of the same. Work orders without corresponding completion / part-completion certificates will not be considered. Applicants with work experience of PSU, Central /State Government Organization or subsidiary / joint venture / Regulated company thereof, or a reputed private company will be preferred.
- d. Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required to be submitted by the bidder).
- e. Should have GST Registration number, copy of certificate is to be submitted.
- f. The bidders should have office in Visakhapatnam city.
- g. Bidder should have experience of installation of fire line system. The bidder should submit copies of work orders or agreement and completion certificate in support of the same.

The tenders of those Bidders who do not fulfill above eligibility criteria are liable for rejection.

2. TENDER OPENING:

a. Bid will be opened as per tender calendar.

3. ACCEPTANCE OF OFFERS:

- a. VPLPL reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- b. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and VPLPL at any stage.
- c. VPLPL reserves the right to accept the lowest rate for the tender. If the 2 bidders has quoted with the same rate and both became L1 then the bidder having

- higher average turnover for the last three years will be considered as L1 and further process can be initiated.
- d. VPLPL also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of VPLPL in this connection will be final.
- e. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Bid Security Declaration (unless exempted under the terms of this Tender) will be rejected.

4. **NEGOTIATIONS**:

- a. VPLPL reserves the right to negotiate with the L1 Bidder. The L1 bidder will have to attend the concerned office of VPLPL for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of VPLPL.
- b. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of VPLPL within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement VPLPL reserves its right to ignore their quotation at its discretion.

5. CONTRACT PERIOD:

The completion period is 1 year from the date of issue of LOI or W.O. whichever is earlier. On completion, there may be an extension of contract period by a period of another 1 (one) year, at existing commercial rates, upon mutual agreement of both parties.

6. FACILITY VISIT:

The bidder, at the bidder's own cost/responsibility is advised to visit and examine the type of Work and handling conditions etc., and obtain all information and satisfy themselves that may be necessary for preparation and quoting the Tender.

7. VALIDITY OF OFFER:

Your offer should be valid for acceptance for 120 days from the date of opening Technical Bid.

8. MOBILIZATION:

The successful bidder shall be required to mobilize the necessary manpower and others within 3 days after notification by VPLPL, a formal communication to that effect shall be given by an authorized person from VPLPL.

9. EARNEST MONEY DEPOSIT (EMD):

a. In lieu of EMD, bidders have to submit BID SECURITY DECLARATION, as found in Annexure 2. Submissions without proper Bid Security Declaration are liable to be rejected.

10. PAYMENT TERMS:

Payment will be made on monthly/quarterly/half-yearly cycle basis within 15 days of submission of invoice in the succeeding month after due certification by our authorized official.

11. SUB-LETTING OF WORK:

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

12. ALTERNATIVE ARRANGEMENT:

In the absence of timely and proper performance, i.e. target vs achievement by the Contractor, VPLPL reserves the right to utilize the services of any other Contractor without notice at the risk and cost of the Contractor and to recover charges and expenses in excess of the contractual terms from the Contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of VPLPL for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of VPLPL to take recourse to the above conditions even if notice of termination is not served and contract terminated with the Contractor.

13. ADDITION / ALTERATION OF TENDER DOCUMENT:

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

14. TERMINATION OF CONTRACT:

The contract can be terminated by either party by giving 1 weeks clear notice in writing. However in case of serious breach of contract by the supplier the Company reserves the right to terminate the contract forthwith without notice.

15. LIABILITY:

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within VPLPL premises. Any damage to life or property inside VPLPL due to negligence by the contractor's workmen would be to the account of the contractor and same cost will be debited to contractor.

16. SAFETY PRACTICES

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

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

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

Confined Space

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

As minimum Contractors must ensure the following:

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

• Tools, Equipment and Machinery

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

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

Working at Height

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

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

Fall Prevention System

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

Fall Protection Systems

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

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

• Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i. Fabricated ladders are prohibited.
- ii. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over
- iii. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv. Ladders will be lowered and securely stored at the end of each workday.
- v. Ladders shall be maintained free of oil, grease and other slipping hazards

- vi. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- vii. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Overhead Work

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

• Lifting Operations (Lifting Equipment and Accessories)

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

• Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

• Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from VPLPL. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by VPLPL.

Hot Works

A Permit to Work must be obtained from VPLPL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from VPLPL.

• Trenching, Excavating, Drilling and Concreting

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

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

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

• Environmental Requirements

i. Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for VPLPL to review at any time and may be subject to VPLPL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

ii. Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

iii. Emissions

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

17. ACCEPTANCE OF TENDER:

The company reserves the right to accept or reject the offer in part or in full without assigning any reasons whatsoever and /Or to negotiate with tenderer(s) in the manner it considers suitable.

18. INDEMNITY:

The contractor shall indemnify the company, for any financial or other losses that result to the company during the operation of the contract over the actions/inactions on the part of the contractor, which has resulted in the liability of the company. In other words, the contractor shall continue to be responsible to the company in respect of any act of omissions/commissions performed during the tenure of the contract, even though the action may actually be initiated by an external agency or an individual or a statutory authority etc. much after the contract period had expired. The contractor shall be responsible for the acts of omissions and commissions that have taken place during the contract period. An indemnity bond is to be submitted by the contractor before awarding of the contract.

19. PURCHASE PREFERENCE POICY FOR MSME VENDORS:

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

20. COMPLIANCE WITH GST:

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

21. TDS COMPLIANCE:

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently. Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

22. TENDER SPLITTING

Kindly note that this is a NO SPLIT tender.

23. FORCE MAJEURE CONDITIONS:

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

24. ARBRITRATION:

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

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: VPLPL/MMLH/FIRE/AMC/PT/32, Dated 22/06/2021 and hereby confirm our acceptance of the same.

Place: Signature of Tenderer

Date: Name & Address

ANNEXURE – 1

PARTICULARS OF THE BIDDER'S ORGANISATION

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

ANNEXURE - 2

Bid Security Declaration Form

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

PRICE BID FORMAT

Bidders are requested to fill the rates online only and no hard copies will be accepted.

SI. No	Particulars	Charges (INR)
1	Monthly charges for AMC of Fire fighting system	
2	Quarterly charges for AMC of Fire fighting system	
3	Annual charges for AMC of Fire fighting system	
4	Add GST	
5	GRAND TOTAL	

Date: Signature of Tenderer with Seal

Place: Name & Address