

No. _____

BALMER LAWRIE & CO. LTD

 Container Freight Station
 P-3/1, Transport Depot Road
 Kolkata – 700 088

TENDER-cum-ONLINE e-AUCTION SALE

On-line Auction Platform and Support Services provided by:

e-Procurement Technologies Ltd.

 A 201 -208, Wall Street-2, Opp. Orient
 Club, Near Gujarat College, Ellis Bridge,
AHMEDABAD – 380 006.
Contact Number: 079-40016802/837/
891/ 879/ 886/ 883/ 867/ 867/ 823,
Fax : 079-40016876,
URL : <https://blcl.procuretiger.com>
Tender No.: BL/CFS/KOL/DISPOSAL/[4]/2016-17 Date:24.01.2017
Tender name : On-line Auction of Un-claimed/ Un-cleared Import Cargo on ‘AS IS WHERE IS’ AND “NO COMPLAINT” BASIS

E-Procurement Technologies Ltd. is an authorized e-commerce service provider for M/s. Balmer Lawrie & Co. Ltd., Kolkata, to obtain rates on-line through its portal <https://blcl.procuretiger.com> . The Sale & Purchase are made directly by seller & Buyers (Bidder/s). This is only for the purpose of intimation.

In terms of direction of Govt. of India, on behalf of M/s Balmer Lawrie & Co. Ltd., Kolkata, under section 48 of customs act 1962, **E-Procurement Technologies Ltd.** is organizing **On-line Auction of Un-claimed/ Un-cleared Import Cargo on ‘AS IS WHERE IS’ AND “NO COMPLAINT” BASIS** subject to terms and conditions annexed hereto and as per schedule of programme given below.

SCHEDULE OF PROGRAMME

Inspection of Materials	07.02.2017 to 08.02.2017. [11.00 a.m. 2.00 p.m.]
Venue for Inspection	BL-Container Freight Station, at P-3/1 Transport Depot Road, Kolkata– 700 088.
On-line Auction Date & Time	15.02.2017
Pre-Paid CMD (Refundable)	₹ 5,00,000/-(Five lacs) by way of P.O/D.D drawn in favour of Balmer Lawrie & Co. Ltd. payable at Kolkata - to be submitted on or before 14.02.2017 along with Acceptance Form.
<u>To BID for LOT basis.</u> The rate of VAT or any other statutory levies surcharge etc. will be applicable Extra and payable by the Buyer as prevailing on the date of actual physical delivery of materials.	
“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”	

Signature of Bidder

Date with Customer Seal

Payment and Delivery Details:

*Confirmation of the bid Acceptance is from BALMER LAWRIE & CO. LTD / Customs When bids are accepted on STC basis-10% Earnest Money to be Deposited within 5 (five) working days from the Date of Intimation. Balance/final payment to be made within 7 (seven) working days excluding the date of issue/receive of Final Confirmation.

These payments to be made at BALMER LAWRIE & CO. LTD.'s office by DD/RTGS/NEFT/IMPS only. Delivery of goods to be taken after final payment & Custom clearance/Out of Charge, if any. In case of delay, ground rent will be charged after permissible fifteen free days. The HOD of the unit of the seller has the full right for any deviation such as addition/alteration of the days.

Bidders who wish to participate in this e-auction needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact **e-Procurement Technologies Ltd.** at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.

A-201-208, Wall Street-2, Opp. Orient Club, Near Gujarat College, Ellis Bridge, AHMEDABAD – 380 006.

Contact Number : 079-40016802/837/ 891/ 879/ 886/ 883/ 867/ 867/ 823,

Fax : 079-40016876,

URL : <https://blcl.procuretiger.com>

The bidders are requested to note that they should have a valid digital certificate issued by any of the valid certifying authority approved by Government of India. The process of issuance of digital certificate takes 2 – 3 working days. Hence the bidders are requested to be ready with the same well in advance to avoid any last minute complex situations and smoothly participate in the e-auction.

Contact Details:

e-Procurement Technologies Ltd.

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Contact Number : 079-40016802/837/ 891/ 879/ 886/ 883/ 867/ 867/ 823,

Fax : 079-40016876,

Name	Email Id	Contact No
Rahul Dixit	rahul.dixit@procuretiger.com	079-40016865
Shafique Shaikh	shafique@procuretiger.com	079-40016814
Abhishek Kr Singh	abhishek.ks@abcprocure.com	9874831985
Pankesh Kumar	pankesh@abcprocure.com	079-40016879

URL : <https://blcl.procuretiger.com>

Balmer Lawrie & Co. Ltd., Kolkata

Mr. G Paul – Sr. Manager [T & L]

Mr. A Sett – Dy. Manager [Commercial]

Phone :24506-811 & 816

E-mail : paul.g@@balmerlawrie.com

: sett.a@balmerlawrie.com

Web site: www.balmerlawrie.com

- **SELLER:** -Seller referred in this condition of sale, is **Balmer Lawrie & Co. Ltd.**
- **SERVICE PROVIDER/ AUCTIONEER:** **E-Procurement Technologies Ltd.** [hereinafter referred to as “ETL”] is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. **E-Procurement Technologies Ltd.** will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
- **BIDDER** - Any person representing as an individual OR as proprietor OR as an partner OR as an authorized representative of any company **or any legal entity** and who is paying the caution money deposit of ₹ 5,00,000/- (Five Lacs) and registered at **E-Procurement Technologies Ltd.** is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in

Signature of Bidder

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those capacities separately i.e. for each representation he should pay separate caution money deposit. Interested bidder shall deposit CMD before inspection of materials. Bidder willing to inspect material without depositing CMD may not be entertained.

1.0 GENERAL TERMS & CONDITIONS

- 1.01 The items put up for sale are imported Un-cleared/Un-claimed Cargo under the custody of the Seller any lot or part thereof may be withdrawn from sale at any time before it is actually sold without assigning any reason for such withdrawal.
- 1.02 Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER against the respective LOT/CARGO on **“AS IS WHERE BASIS”** and **“NO COMPLAINT BASIS”** The Seller does not undertake any responsibility to procure any permission/ license etc. in respect of the Cargo offered for sale.
- 1.03 SELLER reserves the right to modify and amend the terms & conditions of the tender document and announce the same at any time before the auction concludes. Announcements during the auction on website including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the Balmer Lawrie & Co. Ltd. and it is binding on the bidder.
- 1.04 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptier (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/ **E-Procurement Technologies Ltd.** will not entertain any complaints or objections once Bid is placed.
- 1.05 The principle of “Caveat Emptor” will apply.
- 1.06 Balmer Lawrie & Co. Ltd. / **E-Procurement Technologies Ltd.** does not give warranty or guarantee of the quality, quantity, **measurement, condition**, Chemical composition of each individual **item/s** or **lot/s** that form the auction item and about its “End Use” or fitness for a particular purpose
- 1.07 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any Lot at any stage from Auction even after acceptance of bid/ issue of delivery order or release order. SELLER shall not be responsible for any damages/ loss whatsoever to the successful bidder on account of such withdrawal.
- 1.08 CMD amount will not carry interest.
- 1.09 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, Seller / **E-Procurement Technologies Ltd.** reserves the right to debar such bidder from participating in any future auction conducted by **E-Procurement Technologies Ltd** on behalf of seller.
- 1.10 **All other terms and conditions as specified from time to time by Balmer Lawrie & Co. Ltd. and E-Procurement Technologies Ltd** will apply
- 1.11 For On-line Bidding, prospective bidder should have a valid e-mail ID.
- 1.12 All the bidders participating in Tender and E-auction should mention their valid VAT Registration Number (if available) in the tender & On-line Acceptance form. **‘C’ Form will not be accepted.**

2.0 DISCLAIMER

- 2.01 **E-Procurement Technologies Ltd** runs its business on the basis of a robust Website. However, **E-Procurement Technologies Ltd** is outsourcing server space from a third party hosting company and hence shall endeavor to ensure the smooth running of the website. **However**, Balmer Lawrie & Co. Ltd. / **E-Procurement Technologies Ltd** will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at Balmer Lawrie & Co.Ltd./ **E-Procurement Technologies Ltd** directly or indirectly affecting On-line method of Bidding.

- 2.02 Neither the Seller nor **e-Procurement Technologies Ltd** takes responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless, **E-Procurement Technologies Ltd** from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall **E-Procurement Technologies Ltd** be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Bidder agrees to have discussed all the related matter regarding this transaction and have understood in full that **E-Procurement Technologies Ltd** has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations, etc to be followed from time to time. Since **E-Procurement Technologies Ltd** does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. No complaint will be entertained after the lot is once knocked down.
- 2.03 The Seller/Bidder agrees to limit the liability of **E-Procurement Technologies Ltd** to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of **E-Procurement Technologies Ltd** to the Seller/Bidder shall not exceed it's total fees receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3.0 **PARTICIPATION**

- 3.01 **Internet Auction:** - The prospective bidder has to register with the auctioneer **E-Procurement Technologies Ltd**. The prospective bidder shall have to deposit Caution Money Deposit (CMD) ₹ **Five Lacs** for ALL LOTS by Demand Draft / Pay Order/ RTGS/NEFT/IMPS on any Scheduled / Nationalized Bank Drawn in favour of "**Balmer Lawrie & Co. Ltd. payable at Kolkata**". It has to be submitted directly to any office of **E-Procurement Technologies Ltd** (see details of **E-Procurement Technologies Ltd** Regional / Branch Offices in **E-Procurement Technologies Ltd** Website : <https://blcl.procuretiger.com>)

Details of Branches are as follows:

<u>Sr.</u>	<u>Location</u>	<u>Address</u>
1	Kolkata	MA Business Centre, 113, Park Street, 5 th Floor, Poddar Point (North Block), Kolkata - 700 016. West Bengal, India.

<u>Name</u>	<u>Email Id</u>	<u>Contact No</u>
Rahul Dixit	rahul.dixit@procuretiger.com	079-40016865
Shafique Shaikh	shafique@procuretiger.com	079-40016814
Abhishek Kr Singh	abhishek.ks@abcprocure.com	9874831985
Pankesh Kumar	pankesh@abcprocure.com	079-40016879

- 3.02 On payment of CMD for On-line Bidding, Balmer Lawrie & Co. Ltd. / E-Procurement Technologies Ltd. will activate the User-Identity to enter into Website <https://blcl.procuretiger.com>
- 3.03 Acceptance form to be duly filled and submitted along with visiting card/letter, at any of E-Procurement Technologies Ltd. office along with CMD.
- 3.04 Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy.
- 3.05 Bidders are advised to change the Password. Refer the "Steps of Actual Bidding Procedure".
- 3.06 In principle, CASH will not be accepted. The deviation is only discretion of unit Head.
- 3.07 The rate received in e-Auction will be accepted on STC basis.

4.0 **CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING**

- 4.01 **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the 3 minutes of last bid ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the bid time will be extended automatically by next 3 minutes.

Signature of Bidder

Date with Customer Seal

- 4.02 **Training: E-Procurement Technologies Ltd.** will provide training (on-line) if required by the bidders at a mutually convenient date and time before the Auction.
- 4.03 **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the **CMD**. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid. Balmer Lawrie & Co. Ltd., Management reserves the right to allot the particular Lot to the Tenderer, provided all formalities of such Tender is maintained properly.
- 4.04 **Auto Bid**
Auto Bidding feature is a feature to safe guard the bidder's interest of any Internet failure or to avoid last minute rush. This feature allows Bidders to place an automated bid against other Bidders in an auction for each Lot and bid without having to enter a new amount each time a competing Bidder submits a new offer for any particular Lot.
- The auto-bid amount is the maximum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of an Auto Bid.
 - Bids are submitted in increments (increasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the increment that Balmer Lawrie & Co. Ltd originally established when creating the auction.
 - Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bided, upto the ceiling set by him.
 - Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.

5.0 CONDITIONS APPLICABLE TO ONLINE AUCTION METHOD OF BIDDING

- 5.01 **VALIDITY:** The On-line auction bidders will have to keep their bids valid till the confirmation of acceptance or non acceptance of bids by customs and / or communication of non acceptance by Balmer Lawrie & Co. Ltd.
- 5.02 **RESALE/TRANSFER & DAMAGE :** Resale, transfer on assigning the un-removed / un-dismantled materials to any other party will not be allowed until the materials are removed from our premises
- Any damage to the Company i.e. BL-CFS or third Party's properties during removal of the disposable items will have to be made good by the successful tenderer at their own cost. The Company reserves the right to claim from the tenderer any expenses which might have been incurred by it over and above the CMD by way of restoring damages caused to properties belonging to BL-CFS / Third Parties by the action of such tenderer or their men
- 5.03 **PERIOD OF CONTRACT:** Up to the validity period of the final Delivery / Release Order issued by the Principal.
- 5.04 **PAYMENTS:** All payments i.e, CMD / Balance amount to be made by Demand Draft / Pay Order/ RTGS/NEFT/IMPS on any Scheduled / Nationalized Bank Drawn in favour of "Balmer Lawrie & Co. Ltd.." Payable at Kolkata.

- 5.06 **CMD Forfeitures:**
- a. Bidder participating for all lots has to make the balance payment & take delivery of all the lots allotted to him.
 - b. **CMD amount can be adjusted only during delivery of the last lot, in case of multiple lots being offered.**
 - c. **Penalty for non payment of Full value will be forfeiture of ₹ 5 lakh (CMD). If full balance payment not being made within stipulated time period, BL will decide to forfeit the CMD amt. Further such bidder's may be barred from contesting in our future auctions.**
 - d. **The Company may, at its discretion, permit delay in payment of the bid amount. However, this will be subject to payment of interest @ 2% per month or part thereof on the unpaid amount.**
- 5.07 In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of CMD , **E-Procurement Technologies Ltd.** will not be held responsible for the loss / forfeiture and purchaser shall keep **E-Procurement Technologies Ltd.** fully indemnified and harmless against any claim and proceedings.
- 5.08 Balmer Lawrie & Co. Ltd.'s Management reserves its right to accept or to reject any offer for any reason what-so-ever or even without any reason.
- 5.09 The highest Bid will only be provisionally accepted on Subject to confirmation (STC) basis and the highest bidder does not get any right to demand acceptance of his offer.
- 5.10 Balmer Lawrie & Co. Ltd.'s Management reserves its right for addition/deletion of any item offered/to be offered for disposal without assigning any reason what so ever.

6.0 **INTIMATION TO HIGHEST BIDDER:**

- 6.01 Only the highest bidder will be issued an Intimation Letter on closing of the Auction. Such bids will be Subject to Confirmation by the principal.
- 6.02 For the bidders who bid through On-line Auction the Confirmation will be primarily sent through E-mail. Please note that date of sending e- mail will be considered as Date of Intimation.
- 6.03 If no Intimation reaches for reasons beyond our control, the Buyers are expected to take efforts to find out status. Non-receipt of Intimation should not be an excuse for Non-payment.
- 6.04 Only the highest bidder will be issued an Intimation Letter through their available mail ID/Over Phone. Such bids will be Subject to Confirmation by the seller.
- 6.05 Bidders must, therefore, keep a watch on their incoming e-mail/ FAX in this regard. Seller or **E-Procurement Technologies Ltd.** will not be liable for wrong e-mail ID/ FAX registered by the bidder or for return of the mail for mailbox being full.
- 6.07 The un-successful bidders will have to collect Caution Money Deposit from Balmer Lawrie & Co. Ltd.
- 6.08 Sale order will be issued in the name of the original buyer as recorded in the bid sheet. Any further correspondence will be only with the buyers name and address as recorded in the bid sheet only.

7.0 **OTHER CONDITIONS**

- 7.01 Lots sold on STC Basis will be confirmed or rejected, after final confirmation from Balmer Lawrie , through **E-Procurement Technologies Ltd.** To deposit the balance Sale Value along with applicable Taxes and other charges **within 07 (seven) working days** from the date of issue of FINAL CONFIRMATION LETTER/MAIL by **E-Procurement Technologies Ltd /Seller [Balmer Lawrie]**. (excluding the date of issue). If the purchaser fails to make payment within the stipulated period, the CMD or full bid amount deposited will be forfeited.
- 7.02 The Weight/Number/quantity against the respective Lots are indicated approximately which in actual may turn out to be more or less than the indicated quantity.
- 7.03 The Seller / Auctioneer shall not be responsible for any loss or liabilities of the bidders if the purchased lots could not be delivered due to circumstances beyond the control of Seller / Auctioneer.
- 7.04 All Bidders and Buyers shall be deemed to have read and understood these conditions of sale herein before listed and be bound by these conditions and to give their bids in e-Auction, subject to these terms and conditions.

Signature of Bidder

Date with Customer Seal

- 7.05 Bidders must clearly note that there is no provision whatsoever to participate in the auction by giving counter conditions at variance with the terms and conditions prescribed. Any communication received from the bidders containing such counter conditions at any time shall be ignored
- 7.06 Balmer Lawrie & Co. Ltd. reserves the right to modify and amend the terms & conditions and announce the same if necessary at any time prior to the commencement of the auction.
- 7.07 Employees of M/s Balmer Lawrie & Co. Ltd. **E-Procurement Technologies Ltd.**, and their relatives will be barred from participating in the on-line auction, unless specifically approved by the C & MD of M/s Balmer Lawrie & Co. Ltd..
- 7.08 Lots will be put for auction as per convenience of Management and it is not obligatory to go serially.
- 7.09 In the event of failure on the part of the successful bidder to fulfill his contractual obligations Balmer Lawrie & Co. Ltd./ **E-Procurement Technologies Ltd** reserves the right to debar such bidder from participating in any future Tender / auction on behalf of Balmer Lawrie & Co. Ltd.
- 7.10 In the event of any dispute the same will be referred to a sole arbitrator to be appointed by the C & MD of Balmer Lawrie & Co. Ltd., and the Arbitration proceedings would be governed by arbitration and Conciliation Act 1996. The parties will share the fees and expenses towards arbitration proceedings equally. The jurisdiction for filing the award into court or any other proceedings under the Arbitration Act shall be that of courts in KOLKATA City only.
- 7.11 Balmer Lawrie & Co. Ltd. / **E-Procurement Technologies Ltd.** will not be liable for any claim and purchaser shall keep Balmer Lawrie & Co. Ltd / **E-Procurement Technologies Ltd.** fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

8.0 PAYMENT & OTHERS

- 8.01 All payments for Caution Money Deposit to be remitted by way of Bank Pay Order (if issued in Kolkata) or by Demand Draft (outside Kolkata) DD/RTGS/NEFT/IMPS of any Scheduled Bank in favour of the Seller "Balmer Lawrie & Co. Ltd." payable at Kolkata.
- 8.02 Seller will retain the right to refuse acceptance of demand draft / Pay Order/RTGS/NEFT/IMPS issued by any bank, if the Seller has reason to believe that realization against the DD/PO is doubtful.
- 8.03 Whenever the bids are accepted on STC basis highest bidder shall have to deposit 10% of the Bid amount as Earnest Money Deposit (EMD), within **05 (five) working days** following the date of STC intimation & full payment in case of direct confirmation.
- 8.04 In case the 10% of the amount is more than the CMD the bidder is expected to pay the difference **within 05 (five) working days** excluding the date of STC intimation, failing which Balmer Lawrie & Co. Ltd. will forfeit the participation fee deposited & re-auction the goods without any notices.
- 8.05 In case the bid amount is less than CMD the seller will refund the balance amount after adjustment of full value as well as other taxes and duties.
- 8.06 After receipt of the full bid amount, Balmer Lawrie will take necessary action to file Bill of Entry, pay customs duty and obtain Customs permission for giving delivery of cargo to the successful bidder. If for any reason whatsoever, Balmer Lawrie is unable to obtain Customs permission within a period of 45 days from the date of receipt of the full bid amount, the bidder will have a right to make an application and give 7 days notice seeking refund of the total bid amount and he will not be liable to pay ground rent or any other charges, till expiry of such extended period. On receipt of such notice, Balmer Lawrie has the option to either give delivery of the cargo within the notice period or refund the amount. No interest will be payable in case of refund of the amount .
- 8.07 Part payment will be allowed considering the nature of cargo otherwise no part payment will be allowed. On payment of the full value of the cargo, the party will be allowed to enter their vehicle for loading of cargo and the cargo will be delivered in full and generally no part delivery will be entertained. Loading of cargo will be done by BL's forklift/crane/manual labour against which additional normal loading charges of ₹ 2000/- per TEU and ₹ 3000/- per FEU plus taxes, if any, to be paid by the successful bidder before exit of cargo. In case of abnormal cargo like Marble Block, ODC cargo the loading charges may be changed.
- 8.08 If any Rates, Levies, Taxes, Cess or Charges are due and / or any License / Permit is required under any Central / State / Local Law in respect of the goods purchased by the Buyer, the onus of paying such Levies / Taxes / Charges and / or obtaining such License / Permit will rest entirely on the Buyer. Charges towards PQ, ADC, Animal quarantine and PHO will be borne by the successful bidder.

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- 8.09 The bidder will have to pay charges for mutilation of cargo in case same is instructed by Customs Authorities at any stage of delivery.
- 8.10 **STATUTORY PAYMENTS:** The rate of Tax , Excise or any other statutory Duty / Tax / Levy / Cess / Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials.
- 8.11 In case of non-lifting of goods all the payments made against particular lot will be forfeited.
- 8.12 Balmer Lawrie & Co. Ltd. will not issue Form-39. The buyers have to bring Form-39, along with them as the materials are sold on "AS IS WHERE IS BASIS AND NO COMPLAINT " basis from BL premises. If any additional Challan / delivery order copies are required to comply with check post requirement, the same may be arranged by buyer themselves by taking Xerox copies.
- 8.13 The goods shall lie at the sole risk and responsibility of the Buyer in all respects from the time of sale and must be taken away by the buyer at his own expenses.
- 8.14 No interest shall be paid on CMD or any money deposited by the Buyer in case the material is not delivered for any reason.

9.0 DELIVERY

- 9.01 Delivery of Lots that require any Certificates/ NOC from any statutory bodies/ Govt. Depots. like MoEF, PCB will have to be complied by the H1 bidder, failing which the deliveries to H1 bidders may be delayed and after waiting of 30 days the Management of Balmer Lawrie may be withdrawn the lot and after forfeiture of EMD/CMD may go for further tender.
- 9.02 On receipt of full Sale Value along with applicable VAT/Excise & other Charges by the Seller, the Seller shall issue final Sale/ Delivery / Release Order to the Buyer after payment to Customs Duties, Port Charges & Out of Charges, if any, enabling him to lift the materials within 15 [fifteen] days. **The delivery order to be collected by the qualified bidder from Customs.**
- 9.03 In case the bidder does not lift the material within the above mentioned free times, he can be allowed to do so within next 15[fifteen] days subject to payment of Ground Rent @ ₹500/- per TEU and ₹ 1000/- per FEU plus Service Tax per day (for LCL Cargo ₹.200 plus Service Tax per day per lot) or as may be prescribed by the seller. This being Subject to Chief Manager [CFS] discretion, Bidder cannot claim taking delivery as a matter of right once free days are over. Balmer Lawrie & Co. Ltd. reserves the right for any addition/deletion of the tender document.
- 9.04 Delivery will be given only during the working days and within the working hours of the seller.
- 9.05 In case the Seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any Ground Rent or other related charges till the expiry of such extended period. In such eventually, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 9.06 The ground rent charges payable by the Buyer to the seller shall accrue from the date of expiry of the delivery period specified above until the Lot is completely removed, shall be recovered from the Buyer before the goods are allowed to be removed. Should the Buyer fail to take delivery within the stipulated time mentioned or to pay the wharf or Ground Rent as the case may be, the purchase price along with Surcharge, Turnover Tax, Octroi, Municipal Taxes, if any, paid by him shall be forfeited by the principal without any prejudice to principal's right to recover damages on account of such breach by the Buyer to whom the lot was originally sold.
- 9.07 If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the aforesaid 30 (thirty) days (i.e., free period of 15 days and additional 15 days with Ground Rent inclusive of Sundays and Holidays) from the date of issue of Release Order by the Principal, the sales proceeds of the un-lifted portion of the goods shall be forfeited and the un-lifted portion of the goods may be removed at the risk and cost of the buyer.
- 9.08 Cargo will be delivered only after de-stuffing of the container. Under no condition cargo will be delivered along with the container. If in exigency loaded container is allowed to be taken out and returned after de-canning, ₹.2.00 lakhs per container to be deposited with Balmer Lawrie by Cash/Pay Order. On receipt of empty container / confirmation of return to empty plot by Shipping Agent then the deposited amount against container to be refunded without interest. BL will not bear any cost in delivery of empty containers to the plot nominated by Shipping Agent.
- 9.09 The successful Bidder shall co-ordinate the date and time with the seller for placement of Trucks to ensure speedy removal of materials. The Principal will allow the lifting of materials on all working days.

Signature of Bidder

Date with Customer Seal

- 9.10 The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the seller and no segregation of items from the sold Lots will be permitted. The materials will have to be lifted from one Lot only at a time. While taking delivery of the material, it will be at the discretion of the authorized representative of Balmer Lawrie & Co. Ltd. to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the BL premises.
- 9.11 Segregation of material will not be allowed at BL premises. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the M/s Balmer Lawrie & Co. Ltd officials.
- 9.12 Purchaser and his men are subject to the security rule of Balmer Lawrie & Co. Ltd. in force while in the BL premises. The purchaser / workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of CMD.
- 9.13 The Purchasers shall be responsible for any damage of premises / fittings of Balmer Lawrie & Co. Ltd. in the course of removing the lot or lots purchased by them. The authority may at its option arrange to make good such damages and the purchaser shall pay for the same on demand.
- 9.14 If the purchaser's workers are engaged within the BL premises they will be governed by the labour laws and rules, Factory Acts and Rules and Balmer Lawrie & Co. Ltd. Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.
- 9.15 Balmer Lawrie & Co. Ltd. will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, cessation of labour, shortened hours, acts of God or other causes or contingency whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.
- 9.16 **Delivery of Scrap:** All scrap containers will be subject to 100% examination in presence of the customs officers prior to the delivery of the goods to the bidders. In case any objectionable material is found in the scrap during the delivery, then that cargo will be segregated and delivery of cargo of that container will only be made as per instructions of Customs. It may happen that objectionable material is detained/confiscated and in such case the bidder will be delivered only the Custom's approved cargo without any reduction in the bid amount. Further Balmer Lawrie cannot guarantee any time limit for final approval. In case of loss of time for adjudication and other Customs formalities, the seller is not responsible for the same and no CMD / EMD / Full Payment will be refunded to the bidder due to delay in Customs procedure.
- 9.17 No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the BL premises. Only safe oxy-acetylene gas cutting equipment will be allowed with written permission of Balmer Lawrie & Co. Ltd.. The decision of Balmer Lawrie Officer or his authorized representative shall be final in this regard.
- 9.18 **Delivery of Tank Containers.** The successful bidder of Tank Containers will have to take loaded delivery of containers which will involve bidder to obtain necessary approval from the concerned Shipping Line to take loaded delivery from BL and make arrangements to delivery the empty container to nominated Empty Yard of the Shipping Line at bidder's cost. BL will not bear any cost in delivery of loaded/empty containers.
- 9.19 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within the seller's premises, on the part of the Bidder / his representative or employees, resulting in death or injury to any persons or damages to the property of the seller or any third party, then in such an event the Bidder will have to pay compensation to such person including the employees of the seller for such accident or injury / death or damage caused to their employees or to any of the seller's employees or to others or to the seller's property. The Bidder shall in such event, keep the seller fully indemnified from any demand, claims or proceedings thereof.

- 9.20 Balmer Lawrie & Co. Ltd. /E-Procurement Technologies Ltd. will not at any time be responsible for any injuries caused due to accident within BL premises or at the place of work of the owner either to the buyer or his representative / labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any statutes. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves / safety shoes etc.) to the labourers, who are engaged for loading the materials.
- 9.21 **DEMO/ MOCK Auction** For Bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged with prior appointment. Only those Bidders who have registered themselves for the Auction by submitting the “Acceptance Form” and have paid the CMD can participate in this Auction. No training will be given during the day of Actual e-Auction.

For obtain Digital Certificate pls. contact :

Mr. Himalay Vaishnav

Cell: 91-9099090830

Phone: +91-79-40016866

Email Id - himalay@abcprocure.com

For detailed e-auction training & process

079-40016802/837/ 891/ 879/ 886/ 883/ 867/ 867/ 823

Fax : 079-40016876

Name	Email Id	Contact No
Rahul Dixit	rahul.dixit@procuretiger.com	079-40016865
Shafique Shaikh	shafique@procuretiger.com	079-40016814
Abhishek Kr Singh	abhishek.ks@abcprocure.com	9874831985
Pankesh Kumar	pankesh@abcprocure.com	079-40016879

- 9.22 **A Note of caution for the Bidders:** Bidders may encounter certain unforeseen problems such as time-lag, heavy traffic, system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment. You can also opt for Auto-Bid option. Bidders may go through the given below E-Auction Bidding Procedure.

10.0 **STEPS FOR ACTUAL BIDDING PROCEDURE**

- * Go to <https://blcl.procuretiger.com>
- * Enter your- “Login ID” and “Password”.
- * When a bidder logs in for the first time for the particular auction, bidder has to accept to the Terms & Conditions. (After accepting the terms & conditions of the company one can bid)
- * After accepting the terms bidder will be taken to the **auction-listing page** where bidder will be able to see all the details about the auctions.
- * Click on **Auction Room** link on the top of this page. This will take one to the Bidding Page. A separate Window opens which is the Bid room.
- * **Now Start Bidding.** One can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on behalf of bidder upto that value bidder has given.)

- * In the Manual Bid option, one can put bid in the text box available for each ITEM and submit it every time. A bid confirmation pop up box will appear to confirm whether one wants to go ahead with the bid posted or not. If one confirms the bid, bid will be posted. If bid is accepted, that will be displayed in “My Last Accepted Rate” column on right side screen. Also the highest bid amount will be displayed in “H1 Rate” column. If one is the highest bidder at the time, “his Rank” column will be highlighted with “green” background with rank mentioned as 1 (which is indicative that you are H1 i.e. the highest bidder for that particular item at that point of time)..
 - * During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day. For **Auto Bid**, Click on the “Auto bid” icon related to the item one wants to bid. It will open a small window where one can place one’s “auto bid”.
 - * Enter the starting bid amount in text box, the minimum increment is a optional text box by default it will take the minimum increment amount which is fixed by the company for that product. Enter the maximum amount in the “Maximum Ceiling Amount” text box. Submit auto bid after filling all the above values. This feature can be used only once for a particular Lot during a particular e-Auction and only after the H1 rate is equal to or higher than the maximum bid amount that the bidder has put in the system OR when the auto-bidder is not the highest (H1) bidder, will he get the option to further manually bid for the same.
 - * One can see one’s Bid Value and the Highest Bid Value for a particular lot after bidding once.
 - * Auto Time Extension will be done by the system if any Bid is placed in the closing minutes. If any bidder posts his bid in the last 3 minutes of the auction closing time, the auction will be extended automatically for further 3 minutes.
- Note: - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online e-auction.

11.0 DISPUTE / ARBITRATION

- 11.1 An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties.
- 11.2 Disputes between seller & bidder if any shall be within the jurisdiction of Kolkata courts only
- 11.3 In the event of any dispute with regard to not taking possession / non-availability of inspected Auction Property etc. and forfeiture of 'EMD', E-Procurement Technologies Ltd. will not be held responsible for the loss / forfeiture

Special Note: Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Caution Money Deposit (CMD) and said lot will be re-auctioned immediately and the bidder is may be barred from the future bidding if any.

12.0 Bank Details for RTGS details

NAME : BALMER LAWRIE & CO LTD

PERMANENT ACCOUNT NUMBER (PAN) : AABCB0984E

NAME OF BANK : STANDARD CHARTERED BANK

BRANCH NAME : 19, N.S. ROAD

BRANCH PLACE: KOLKATA

BRANCH CITY : KOLKATA

PIN CODE : 700001

MICR NO : 000036000

NEFT/ RTGS IFSC CODE : SCBL0036008

ACCOUNT NO (As appearing on cheque) : 331-0-5122876

TYPE OF ACCOUNT : CURRENT

Auction Registration Form

DATE:

I/We confirm having

1)Gone through the above-mentioned terms and conditions and agree to take part in the Tender-cum-Online Forward Auction for sale of Unclaimed /Uncleared Import /Export cargo by Balmer Lawrie & Co. Ltd.

2)I have read the terms & conditions mentioned in the catalogue & I confirm that, I have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me.

3)The decisions taken by representatives of Customs/ Balmer Lawrie & Co. Ltd. as a Custodian in all respects shall be binding on me.

4)I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

5)I note with due care that the Auctioneer shall be making the announcements of correction with the consent and knowledge of the Customs/Custodian and auctioneer shall not be liable for these last minute change.

6)Having inspected the material and satisfying the condition and type of the same, I/we agree to take part in this On-line Auction on an "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS".

7)I/We also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

USER ID (if exists) _____

Name of the Company _____

Contact Person(s) _____

Designation _____

Address _____

VAT Registration No. / TIN No. _____

Phone No. _____ **Mobile No.** _____ **Fax No.-** _____

E Mail (compulsory for OnLine Bidding) _____

If registering for OnLine Bidding, are you familiar with eAuction bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

In the event of any above information being found in-correct/ in-complete the Participation shall be liable to cancellation by the Balmer Lawrie & Co. Ltd. at any time and I/we shall not be entitled to any claim for Refund arising from the same.

Sr. No	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

In case of not being successful, the Refund of DD's/Cheque will be given by Balmer Lawrie & Co. Ltd.

LOT NO.	ITEM DESCRIPTION	UOM	NATURE OF PACKING	IMPORT DETAILS	ESTIMATED QTY.	REMARKS
04/01	LEAD BRICK INGOT	LOT	In Container	Container : [3 x 20 ft] Ex-Vessel : Kota Dariah, VOY – 53, Rot No.2063270/13 Line No. 38 Cont. No. PCIU-3180457, 1332165, 2942265	FCL	
04/02	ZINC INGOT	LOT	In Container	Container : [1 x 20 ft] Ex-Vessel : Hub Stellar, VOY – 150 Rot No.2059392/13 Line No. 32 Cont. No. GESU-2469964	FCL	
04/03	GYPSUM PLASTES BOARD	LOT	In Container	Container : [2 x 20 ft] Ex-vessel : TIGER River Voy-124 Rot no. 2092036/14 Line no. 75 Cont. No.MSKU-7115080 & 4498598 Container : [2 x 20 ft] Ex-vessel : HELSINKI Voy-20 Rot no. 2098097/14 Line no. 68 Cont. No.PONU-0781969 & 0603632 Container : [2 x 20 ft] Ex-vessel : HELSINKI Voy-20 Rot no. 2098097/14 Line no. 73 Cont. No.MSKU-5965655 & MRKU-6576091	FCL	
04/04	RUBBER CONVEYOR BELT	LOT	In Container	Container : [3 x 20 ft] Ex-vessel : LILY QUEEN Voy-1514 Rot no. 2123607/15 Line no. 39 Cont. No.BLZU-2171710, EOLU-2241637, IPXU-3603034	FCL	
04/05	PLYWOOD C GRADE	LOT	In Container	Container : [1 x 40 ft] Ex-vessel : KOTA RAJIN Voy-961 Rot no. 2117918/15 Line no. 28 Cont. No.PCIU8489346	FCL	
04/06	LEATHER	LOT	In Container	Container : [2 x 40 ft] Ex-vessel : KOTA RAJIN Voy-25 Rot no. 2096804/14 Line no. 19 Cont. No.ECMU-4475573, TGHU-5237760	FCL	Delivery to be given after NOC is obtained by the H1 bidder from Plant Quarantine
04/07	MIXED USED CLOTHINGS	LOT	De-stuffed cargo	Container : [2 x 40 ft] Ex-vessel : XPRESS MEGHNA Voy-02 Rot no. 2116125/15 Line no. 61 Cont. No.MRKU-2467322, MRKU-5114890	FCL	
04/08	MIXED USED CLOTHINGS	LOT	De-stuffed cargo	Container : [2 x 40 ft] Ex-vessel : TIGER STREAM Voy-70 Rot no. 2118291/15 Line no. 83 Cont. No.MRKU-4219825, MSKU-8445744	FCL	
04/09	1104BW GENSETS	LOT	In Container	Container : [1 x 40 ft] Ex-vessel : KOTA RAJIN Voy-961 Rot no. 2117918/15 Line no. 71, Cont. No.PCIU-4605690	FCL	

04/10	HYDRAULIC CRIM TOOLS	LOT	De-stuffed cargo	Container : [1 x 40 ft] Ex-vessel : KOTA RAJIN Voy-961 Rot no. 2117918/15 Line no. 71, Cont. No.PCIU-4605690	LCL	Delivery to be given after NOC is obtained by the H1 bidder from PCB
04/11	AGM SEPARATOR	LOT	In Container	Container : [1 x 40 ft] Ex-vessel : NOBLE BREEZE Voy-1403 Rot no. 2098757/14 Line no. 16, Cont. No.TCNU-8417866	FCL	
04/12	RELIEF GOODS, COMPASSION KITS, HUMANITARIAN RELIEF GOODS	LOT	In Container	Container : [1 x 20 ft] Ex-vessel : ELLEN S Voy-35 Rot no. 2118529/15 Line no. 51, Cont. No.HDMU-2610339	FCL	Delivery to be given after NOC is obtained by the H1 bidder from ADC
04/13	LEAD SCRAP	LOT	In Container	Container : [1 x 20 ft] Ex-vessel : X-PRESS HOOGLY Voy-93 Rot no. 2069401/13 Line no. 102, Cont. No.CLHU-3248564	FCL	Delivery to be given to the H1 bidder subject to holding MoEF licence in their own name

Note: The quantities indicated if any, are just for reference and may not have any relevance with the actual quantity.

Lots for auction may be added/ modified or removed as per discretion of Balmer Lawrie.