



**BALMER LAWRIE & CO. LTD.**

CONTAINER FREIGHT STATION

*[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707*

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*E-mail:[ koli.ka@balmerlawrie.com]*

TENDER NO: \_BL/CFS/MUM/555

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**[APPOINTMENT OF AUCTIONEER-CUM-VALUER]**

**DUE DATE & TIME: [ 05/08/2017 AT 17.00 Hrs. ]**

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### **NOTICE INVITING TENDER**

On line bids are invited from the registered Vendors enlisted with our CFS or any other unit of Balmer Lawrie and willing to enter into Rate Contract for the subject tender “**Appointment of Auctioneer-Cum- Valuer**” as per our requirement detailed in Scope of Work & General terms and conditions..

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of their credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	<b>Appointment of Auctioneer cum valuer</b>
2	Tender No	<b>BL/CFS/MUM/555 DT. 25/07/2017</b>
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	<b>One Year</b>
5	Tender Fee	<b>nil</b>
6	EMD	<b>Rs.5000.00</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>25/07/2017 at 15.30 hrs</b>
	b. Closes on	<b>05/08/2017 at 17.00</b>
8	Opening of Tenders	<b>05/08/2018 at 17.30 Hrs</b>

#### **1. LIST OF DOCUMENTS TO BE UPLOADED**

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission. :

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company /certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- Income Tax PAN number
- GST Registration number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.
- Certificate from bankers about financial soundness. **[Scanned Sealed Envelope to be uploaded, hard copy to be submitted to our office]**
- Experience/Credential Certificate.

**In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.**

#### **2. VERIFICATION OF DOCUMENTS**

- Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards their qualification.
- 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 Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.**[5,0000/- (Rupees Five thousand only)]** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Mumbai]**. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

#### **1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

#### **1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

You may contact the following resource persons for any assistance required in this regard.

**Please email your issues before your call helpdesk. This will help us serving you better.**

**Contact Nos. and email IDs for Balmer Lawrie helpdesk officers**

<b>Tirtha Das</b>	<a href="mailto:Tirtha.das@clindia.com">Tirtha.das@clindia.com</a>	<b>+91-9163254290</b>
<b>Ravi Gaiwal</b>	<a href="mailto:Ravi.gaiwal@clindia.com">Ravi.gaiwal@clindia.com</a>	<b>02266865611</b>
<b>Tuhin Ghosh</b>	<a href="mailto:Tuhin.ghosh@clindia.com">Tuhin.ghosh@clindia.com</a>	<b>+91-8981165071</b>
<b>Ujjal Mitra</b>	<a href="mailto:ujjal.mitra@clindia.com">ujjal.mitra@clindia.com</a>	<b>+91-77026 69806</b>

## 1.2 Digital Certificate authentication

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. They may contact help desk of C1 India Pvt. Ltd.

## 2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 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 e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## 3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.

- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need 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 Balmer Lawrie.

### **SCOPE OF WORK**

From time to time, Balmer Lawrie CFS will be providing the details of longstanding cargo to be auctioned/valued. It would be the responsibility of the selected tenderer to give the proposed e-Auction and Tender cum e-Auction wide publicity through advertisement in leading newspapers at their cost. The tenderer would also be required to prepare the tender documents for the Tender cum e-Auction containing general and special terms and conditions as per the practice prevailing in JNPT, Navi Mumbai area. For conducting e-Auctions, the tenderer would have to upload the details of longstanding cargoes together with their container numbers on their website and conduct e-Auctions through a proper software in such a way that the bidders identity is unknown to anybody else from the start of the e-Auction to its closing time so as to maintain proper fairness and accountability of the auction process. The software should also be such that the prospective bidders can give their bids from all over India on the web site easily during the time of e-Auction and should have access to the last highest bid amount for a particular lot and without having any access to the last bidder's identity.

At the close of the e-Auction the selected Tenderer must be in a position to furnish immediately an authentic hard copy print out of the final bid-sheet duly signed by them. The final bid sheet must contain against respective e-Auction lots the names & address of the highest bidder with their bid amount apart from other relevant details as per the prevailing practice in this JNPT area.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria For Techno-Commercial Bid**

- a) Payment of Interest Free EMD of Rs. *[5,000/-] MSMED/NSIC Parties are exempted from payment of EMD.*
- b) Bidder should be register vendor with Balmer Lawrie & Co Ltd Container Freight Station, Dronagiri, Navi Mumbai or any other unit of Balmer Lawrie & Co. Ltd.
- c) Tenderers shall have at least 5 years' experience of working as Auctioneer-cum-Valuer out of which at least 3 year experience in conducting e-Auctions and Tender-cum-eAuction and valuation of cargo for any CFS in JNPT, Navi Mumbai area or for Customs in Mumbai or Navi Mumbai
- d) Bidder should have GST Registration number.
- e) Average Turn over of . Not less than Rs. Three Lakh during the last three financial years ending on 31.03.2016. Supporting documents regarding turnover i.e. Balance Sheet and Profit & Loss A/c. or certificate from Chartered Accountant.

### **2. Submission Of Online Bids**

The bids should be submitted in single bid process

Technical / Commercial Bid [Unpriced] with Price bid

For Price Bid, only the rates are to be submitted as per given format.

### **3. Tender Opening**

Unprice and price bid will be opened online as per tender calender .

### **4. Acceptance of offers**

4.1 Balmer Lawrie 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.

4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

4.3 Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.

4.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie 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 Balmer Lawrie in this connection will be final.

4.5 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 Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

## **5. Negotiations**

5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

5.2 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 Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

## **6 Price Variation**

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.

6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

## **7 Notification Of Award**

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).

## **8. Contract Period**

The contract will be for a period of **[12 months effective from date of issue of LOI /WO]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions.

## **9. Security Deposit / EMD**

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract/extended contract period. The EMD of unsuccessful bidder shall be returned after finalization of the contract.



#### **10. Payment Terms**

Payment would be released by cheque within 15 days of submission of bidders invoice mentioning clearly the successful e-Auction and Tender cum e-Auction & valuation conducted over a month and giving calculations of their share of service charges. The GST on the service charges would be paid additionally on furnishing GST registration number together with a certified copy of GST registration certificate.

#### **11. Service Charges**

The Service Charges for auctioneering would be calculated on the Customs accepted e-Auction value or Tender cum e-Auction value excluding taxes and duties for those longstanding goods which are finally lifted by respective highest bidders after making full payment to Balmer Lawrie CFS. In case of unsuccessful e-Auctions or Tender cum e-Auctions, no Service Charge would be payable. However, where an e-Auction or Tender cum e-Auction is successfully completed and the final bidder fails to take ultimate delivery of the cargo and the payment made by the successful bidder is forfeited, the selected tenderer will get the calculated percentage of service charge on the amount so forfeited. The Service charges for valuation would be calculated as indicated in Price Bid .

#### **12. Liability**

The selected tenderer will be fully responsible to keep BL-CFS indemnified in case of any liability arising/claim being made on Balmer Lawrie due to any fault attributable to the tenderer for the conduct of e-Auction and Tender cum e-Auction and valuation.

#### **13. Periodicity of Auction**

Approximately one or two e-Auctions and Tender cum e-Auctions would be required to be conducted every month. This is only an indication and does not carry commitment.

#### **14. 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 Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

#### **15. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of

the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should

adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

**16. Termination**

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

**17. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No \_\_BL/CFS/MUM/555 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**ANNEXURE – A**

**PARTICULARS OF THE TENDERER'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	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate enclosed	
13	GST Registration Number	
14	Whether copy of GST Registration certificate enclosed	
15	Name of the Banker	
16	Whether registration under MSMED Act	
17	In case registered under MSMED provide registration number and copy of registration certificate.	

**PRICE BID**

**ITEM : APPOINTMENT OF AUCTIONEER-CUM-VALUER**

Sl. No.	Description of Work	Rate
01	Inspection, Inventory & valuation of cargo contained in 20/40/45 ft standard & ISO containers including furnishing of written reports. [Rate per container]	Rs. _____ Per container
02	Inspection, Inventory & valuation of LCL cargo including furnishing of written reports. [Rate per cargo]	Rs. _____ Per cargo
03	Service charges for Auctioneering	_____ % of the final bid value of successfully completed e-auction and Tender cum e-auction.
	<b>GST as applicable</b>	@ _____ %
	Grand Total	

Total Amount in words Rs. \_\_\_\_\_

Place \_\_\_\_\_

Signature of Tenderer

Date \_\_\_\_\_

Name & Address