

<p><b><u>BUSINESS RULES FOR THE Forward AUCTION</u></b></p>	<p><b><u>M/s Balmer Lawrie &amp; Co. Ltd.</u></b>                  Tender No.: BL/CFS/KOL/DISPOSAL[1]/2017-18                  Date:09.08. 2017</p>
<p><b>ITEM DESCRIPTION</b></p>	<p><b><u>DISPOSAL OF UNCLAIMED/ UNCLEARED CARGO AT CFS-KOLKATA.</u></b></p>
<p><b>AUCTION TO BE CONDUCTED BY</b></p>	<p>C1 India Pvt. Ltd.,                  Gulf Petrochem Building, Plot No. 301, Udyog Vihar-Phase 2,                  Gurgaon, Haryana, Pin- 122015, India                  Tel +91-124 4302000   Mob. +91-07291981128,07291981127                   Kolkata Contact person of C1 India:</p>
<p><b>DATE OF AUCTION</b></p>	<p><b>Online Forward Auction Date &amp; Time : Informed later</b>                  Auction website : <a href="https://auctions.c1india.com">https://auctions.c1india.com</a></p>
<p><b>DOCUMENTS ATTACHED</b></p>	<ol style="list-style-type: none"> <li>1. Dates &amp; Timings (Appendix-I)</li> <li>2. General Terms &amp; Conditions (Appendix-II)</li> <li>3. Post FORWARD Auction Price Confirmation Format (Appendix : III)</li> <li>4. Process Compliance Statement (Appendix-IV )</li> <li>5. Contact Information (Appendix : V)</li> </ol>
<p><b><u>Note: It is advisable for all the vendors that during the live Forward auction they should not wait for the last minute for submitting their bid to avoid any problems arising out of connectivity, system failure, etc.</u></b></p>	

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**APPENDIX-I**

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, **C1-India Pvt 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.

**C1 India Pvt Ltd** is an authorized e-commerce service provider for M/s. Balmer Lawrie & Co. Ltd., Kolkata, to obtain rates on-line through its portal. The Sale & Purchase are made directly by seller & Buyers (Bidder/s). This is only for the purpose of intimation.

**SCHEDULE OF PROGRAMME**

Inspection of Materials	<b>22.08.2017 to 23.08.2017. – (12.00 A.M.to 3.00 P.M) on Weekdays</b>
Venue for Inspection	BL-Container Freight Station, at P-3/1 Transport Depot Road, Kolkata– 700 088
On-line Auction Date & Time	<b>30.08.2017 (Wednesday) : Time : 3.00 p.m. to 4.00 p.m.</b>
Pre-Paid CMD (Refundable)	<b>₹ 5,00,000/-(Five lacs) by way of P.O/D.D drawn in favour of Balmer Lawrie &amp; Co. Ltd. payable at Kolkata - to be submitted on or before 29.08.2017 by 5.00 P.M. along with Acceptance Form.</b>
<b>To BID for Item basis.</b> The rate of GST 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 <a href="http://www.balmerlawrie.com">www.balmerlawrie.com</a> and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”	

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**Payment and Delivery Details:**

\*Confirmation of the bid Acceptance is from BALMER LAWRIE & CO. LTD / Customs When bids are accepted on STC basis. Balance/final payment to be made within 4 (four) 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 **C1 India Pvt. 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,

**C1 India Pvt. Ltd.,**

Gulf Petrochem Building, Plot No. 301, Udyog Vihar-Phase 2, Gurgaon, Haryana, Pin- 122015, India  
Tel +91-124 4302000 | Mob. +91-07291981128,07291981127

URL : <https://auctions.c1india.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.**

- **SELLER:** -Seller referred in this condition of sale, is **Balmer Lawrie & Co. Ltd.**
- **SERVICE PROVIDER/ AUCTIONEER:** **C1 India Pvt Ltd.** is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. **C1 India Pvt 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 **C1 India Pvt 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 those capacities separately i.e. for each representation he should pay separate caution money deposit.

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APPENDIX-II

1.0 GENERAL TERMS & CONDITIONS

- 1.01 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 for the said **DISPOSAL OF UNCLAIMED/ UNCLEARED CARGO AT CFS-KOLKATA** 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 item offered for sale.
- 1.02 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.
- 1.03 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/ **C1 India Pvt Ltd.** will not entertain any complaints or objections once Bid is placed.
- 1.04 The principle of “Caveat Emptor” will apply.
- 1.05 Balmer Lawrie & Co. Ltd. / **C1 India Pvt Ltd.** does not give warranty or guarantee of the quality, quantity, **measurement, condition** of each individual **item/s** that form the auction item and about its “End Use” or fitness for a particular purpose
- 1.06 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 the item 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.
- 1.07 CMD amount will not carry interest.
- 1.08 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, Seller / **C1 India Pvt Ltd.** reserves the right to debar such bidder from participating in any future auction conducted by **C1 India Pvt Ltd.** on behalf of seller.
- 1.09 **All other terms and conditions as specified from time to time by Balmer Lawrie & Co. Ltd. and C1 India Pvt Ltd.** will apply
- 1.10 For On-line Bidding, prospective bidder should have a valid e-mail ID.
- 1.11 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.**

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**2.0 DISCLAIMER**

- 2.01 **C1 India Pvt Ltd.** runs its business on the basis of a robust Website. However, **C1 India Pvt 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. / **C1 India Pvt 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./ **C1 India Pvt Ltd** directly or indirectly affecting On-line method of Bidding.

**3.0 PARTICIPATION**

- 3.01 **Internet Auction:** - The prospective bidder has to register with the auctioneer **C1 India Pvt Ltd.** The prospective bidder shall have to deposit Caution Money Deposit (CMD) ₹ **Five Lacs** by Demand Draft / Pay Order/RTGS/NEFT/IMPS Transfer on any Scheduled / Nationalized Bank Drawn in favour of "**Balmer Lawrie & Co. Ltd. payable at Kolkata.**"
- 3.02 On payment of CMD for On-line Bidding, Balmer Lawrie & Co. Ltd. / **C1 India Pvt Ltd.** will activate the User-Identity to enter into Website
- 3.03 Acceptance form to be duly filled and submitted along with visiting card/letter, at any of **C1 India Pvt 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 The rate received in e-Auction will be accepted on STC basis.

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

- 4.01 **VALIDITY:** The On-line auction bidders will have to keep their bids valid till the confirmation of acceptance or non acceptance of bids or communication of non acceptance by Balmer Lawrie & Co. Ltd.
- 4.02 **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

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- 4.03 **PERIOD OF CONTRACT:** Up to the validity period of the final Delivery / Release Order issued by the Principal.
- 4.04 **PAYMENTS:** All payments i.e, **CMD** / Balance amount to be made by Demand Draft / Pay Order/RTGS Transfer (details at the end of document) on any Scheduled / Nationalized Bank Drawn in favour of “Balmer Lawrie & Co. Ltd..” Payable at Kolkata.
- 4.06 **CMD Forfeitures:**  
a. **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.**
- 4.07 In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of CMD , **C1 India Pvt Ltd.** will not be held responsible for the loss / forfeiture and purchaser shall keep **C1 India Pvt Ltd.** fully indemnified and harmless against any claim and proceedings.
- 4.08 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.
- 4.09 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.

**5.0 INTIMATION TO HIGHEST BIDDER:**

- 5.01 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.
- 5.02 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.
- 5.03 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.
- 5.04 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.
- 5.05 The un-successful bidders will have to collect Caution Money Deposit from Balmer Lawrie & Co. Ltd.
- 5.07 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.

**6.0 OTHER CONDITIONS**

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- 6.01 The Seller / Auctioneer shall not be responsible for any loss or liabilities of the bidders if the purchased item/s could not be delivered due to circumstances beyond the control of Seller / Auctioneer.
- 6.02 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.
- 6.03 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
- 6.04 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.
- 6.05 Employees of M/s Balmer Lawrie & Co. Ltd. **C1 India Pvt 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..
- 6.06 In the event of failure on the part of the successful bidder to fulfill his contractual obligations Balmer Lawrie & Co. Ltd./ **C1 India Pvt Ltd.** reserves the right to debar such bidder from participating in any future Tender / auction on behalf of Balmer Lawrie & Co. Ltd.
- 6.07 In the event of any dispute the same will be referred to a sole arbitrator to be appointed by both of Balmer Lawrie & Co. Ltd. & the bidder, 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.
- 6.08 Balmer Lawrie & Co. Ltd. / **C1 India Pvt Ltd.** will not be liable for any claim and purchaser shall keep Balmer Lawrie & Co. Ltd / **C1 India Pvt Ltd.** fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

## **7.0 PAYMENT & OTHERS**

- 7.01 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)/RTGS Transfer (details at the end of document) of any Scheduled Bank in favour of the Seller "Balmer Lawrie & Co. Ltd." payable at Kolkata.
- 7.02 Seller will retain the right to refuse acceptance of demand draft / Pay Order/RTGS Transfer (details at the end of document) issued by any bank, if the Seller has reason to believe that realization against the DD/PO is doubtful.
- 7.03 Whenever the bids are accepted on STC basis highest bidder shall have to deposit balance payment within 15 (fifteen) working days excluding the date of issue/receive of Final Confirmation.

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- 7.04 In case the 10% of the amount is more than the CMD the bidder is expected to pay the difference **within 07 (seven) 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.
- 7.05 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.
- 7.06 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.
- 7.07 **STATUTORY PAYMENTS:** The rate of Tax 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.
- 7.08 In case of non-lifting of goods all the payments made by the buyer will be forfeited.
- 7.09 **Balmer Lawrie & Co. Ltd. will not issue C-Form or 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.
- 7.10 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.
- 7.11 No interest shall be paid on **CMD** or any money deposited by the Buyer in case the material is not delivered for any reason.

## **8.0 DELIVERY**

- 8.01 On receipt of full Sale Value along with applicable GST & other Charges by the Seller, the Seller shall issue final Sale/ Delivery / Release Order to the Buyer..
- 8.02 Delivery will be given only during the working days and within the working hours of the seller.
- 8.03 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.
- 8.04 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.

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- 8.05 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.
- 8.06 The Purchasers shall be responsible for any damage of premises / fittings of Balmer Lawrie & Co. Ltd. in the course of removing the item/s 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.
- 8.07 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.
- 8.08 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.

**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 item will be re-auctioned immediately and the bidder is may be barred from the future bidding if any.

#### **BUSINESS RULES FOR FORWARD AUCTION**

Against this Enquiry for the subject item with detailed scope as per our specification, M/s Balmer Lawrie & Co. Ltd. will conduct "ONLINE FORWARD AUCTION PROCEDURE" i.e. ONLINE BIDDING on INTERNET.

1. C1 India will provide all necessary training and assistance to bidders without any cost before commencement of on line bidding on Internet.
2. Business rules like event date, time, start price, bid increment, extensions, etc. also will be communicated by Balmer Lawrie & Co Ltd through C1 India Pvt Ltd for compliance.

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3. Vendors have to email a scanned copy of the Process Compliance Form (Appendix II) in the prescribed format (provided by C1 India Pvt Ltd) along with a scanned/soft copy of DD/RTGS proof before start of Online Forward Auction. Without this form, the vendor will not be eligible to participate in the event.
  
  4. The H-1 bidder has to email, acknowledgement of the Final Price Quoted in the Forward Auction through a scanned copy of the duly signed filled-in prescribed format (Appendix-III) to service provider immediately within 3 Hours after the conclusion of the Auction. Any variation between the on-line bid value and signed document will be considered as sabotaging the auction process and will invite disqualification of vender to conduct business with M/s Balmer Lawrie & Co. Ltd. as per prevailing procedure.

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Finalization of the Disposal

M/s Balmer Lawrie & Co. Ltd (BL) shall finalize the disposal of the item against this Tender through Forward auction mode. M/s Balmer Lawrie & Co. Ltd. has made arrangement with M/s. C1 India Pvt. Ltd. who shall be M/s Balmer Lawrie & Co. Limited's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

Computerized Forward auction shall be conducted by M/s Balmer Lawrie & Co. Ltd. , on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Failure of power or internet malfunctioning at the premises of vendors during the Forward auction cannot be the cause for not participating in the Forward auction. On account of this, the time for the auction cannot be extended and neither M/s Balmer Lawrie & Co. Ltd. nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

**GENERAL TERMS & CONDITIONS OF ON LINE BIDDING**

**1.0 GENERAL CONDITIONS**

1.1 Bidders shall commit to purchase the item (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by BL. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BL or its e-bidding agent.

1.2 In the event of winning an allotment in the bidding event, the bidder shall commit to fulfil outlined obligations under the contract.

1.3 The bidder shall bid on the terms specified by BL and place their bids in the online bid in the manner specified by C1 India Pvt Ltd. The Bidder shall not stipulate any conditions on his/her own unless the terms & conditions of BL expressly permit such conditions being stipulated by the Bidder.

1.4 BL or C1 India Pvt Ltd shall not be responsible for any delays in initiating the online bidding event or postponement/cancellation of the online bid proceedings due to any problem with the hardware/ software/ infrastructural facilities or any other shortcomings.

**RIGHT OF BL**

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BL reserves the right to partially or totally accept or reject any/all bids placed in the Online Bidding Event without assigning any reason whatsoever. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

### **3.0 DEFINITION OF KEY TERMS**

#### **3.1 On Line bidding Event**

Online Bidding/Negotiation Event (Forward Auction) refers to those negotiations conducted through the Internet with the bidders (from one or more locations) simultaneously bidding, to be selected for providing the service/s in the online bid. In other words, the venue for the online bid is on an Internet website/ platform. Any other URL assigned by e-bidding agent would constitute venue for the purpose of the online bidding event.

#### **3.2 Timing of the on-line bid**

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Bid/Auction Engine. It shall be the endeavour of e-bidding agent to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Bid/ Auction Engine (launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the online bid to check the exact Server Time (displayed in both the windows).

#### **3.3 Preview Time & Start Time**

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the bidding details such as item specifications and bidding rules. The purpose is also to familiarise participants with the functionalities and screens of the online bidding mechanism. It is not mandatory for e-bidding agent to provide Preview Time.

Start time refers to the time of commencement of the conduct of the online bid. It signals the commencement of the Price Discovery process through competitive bidding.

#### **Auto Extension of the on-line bid timing**

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the

Specified period). The Inactivity Time for Auto Extension purpose is normally 3 minutes. The e-bidding agents however have the right to change the same. The Inactivity Time applicable for

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the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

**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 and bid without having to enter a new amount each time a competing Bidder submits a new offer for any particular item.**

- 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 item.

**3.5 End of the on-line bidding event.**

End of the Online Bidding Event refers to the termination of the online bid proceedings signaling an end to the price discovery process.

**Terms & Conditions**

1. The bidder shall be assigned a Unique User Name & Password by M/s. C1 India Pvt. Ltd. The bidder is advised to change the Password to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
2. Bidder will be able to view the following on your screen along with the necessary fields in the English Forward (no ties) Auction:
  - a. Auction Start Time & End Time.
  - b. Opening Price & Bid increment value (Decided by M/s Balmer Lawrie & Co. Ltd)
  - c. H1 Price
  - d. Bid Placed by you
  - e. Your Own Rank
3. At the end of the Forward Auction, M/s Balmer Lawrie & Co. Ltd. will decide upon the winner. M/s Balmer Lawrie & Co. Ltd. decision on award of Contract shall be final and binding on all the Bidders.

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Neither Service Provider (C1 India Pvt. Ltd.) nor M/s Balmer Lawrie & Co. Ltd. shall have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

4. M/s Balmer Lawrie & Co. Ltd. shall be at liberty to cancel the Forward auction process / tender at any time, before ordering, without assigning any reason.

### **Bank Details for RTGS/NEFT Transfer**

**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**

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**APPENDIX-III**

The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

Item Description: **DISPOSAL OF UNCLAIMED/ UNCLEARED CARGO AT CFS-KOLKATA.**

LOT NO.	ITEM DESCRIPTION	UOM	NATURE OF PACKING	IMPORT DETAILS	ESTIMATED QTY.	REMARKS
BL/17-18//01-01	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	
BL/17-18/01-02	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	
BL/17-18/01-03	COATED CALCIUM CARBONATE	LOT	In Container	Container : [24 x 20 ft] Ex-vessel : MAX PROVIDER Voy-4 Rot no. 2142440/16 Line no. 103, Cont. No.BEAU-2532653, DFSU-2897792, FCIU-4482770, MAGU-2445073, SEGU-1744310, TEMU-5561421, YMLU-3253433, YMLU3346536, YMLU-3356792  Ex-Vessel : OEL SINGAPORE, VOY – 1612, Rot No. 2143609/16 Line No. 187 Cont. No. MAGU-2429278  Ex-Vessel : MUNICH TRADER, VOY – 09, Rot No.2142305/16 Line No. 218 Cont. No. BEAU-2368489, DRYU-2826611, FCIU-4505011, MAGU-2508274, MAGU-2512084, TEMU-3761781, TRHU-3064190, YMLU-3010813, YMLU-3158950, YMLU-3450469, YMLU-3466151, YMLU-3532145, YMLU-3605914, YMLU-3636284	LCL	

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LOT NO.	ITEM DESCRIPTION	UOM	NATURE OF PACKING	IMPORT DETAILS	ESTIMATED QTY.	REMARKS
BL/17-18//01-04	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 Animal Quarantine & Wildlife
BL/17-18/01-05	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	
BL/17-18/01-06	DEFECTIVE M.S. SEAMLESS PIPES	LOT	In Container	Container : [1 x 20 ft] Ex-vessel : YAMUNA Voy-34 Rot no. 2093226/14 Line no. 205, Cont. No.GLDU-4146231	FCL	
BL/17-18/01-07	FELT PAPER	LOT	In Container	<b>Lot:</b> [LCL] <b>Ex-Vessel :</b> MASTERY D, <b>VOY – 18 Rot No.2131801</b> <b>Line No. 107</b> <b>Cont. No. MXCU-0059650</b>	LCL	PSI & AZODYE TEST CERTIFICATE REQUIRED
BL/17-18//01-08	POLYESTER LINING	LOT	In Container	Container : [LCL] Ex-vessel : LILY QUEEN Voy-25 Rot no. 2132023 Line no. 29 Cont. No. FCIU4510851	LCL	PSI & AZODYE TEST CERTIFICATE REQUIRED
BL/17-18/01-09	PARTY SNOW	LOT	In Container	Container : [1 x 40ft] Ex-vessel : X PRESS GANGES Voy-155 Rot no. 2132620 Line no. 86 Cont. No. APHU6322994	FCL	
BL/17-18/01-10	DIESEL ENGINE GENERATOR SET	LOT	In Container	Container : [LCL] Ex-vessel : KOTA RAJIN Voy-973 Rot no. 2124933 Line no. 137 Cont. No. PCIU2656425	LCL	
BL/17-18/01-11	INDUSTRIAL SEWING MACHINE	LOT	In Container	Container : [LCL] Ex-vessel : GERD Voy-20 Rot no. 2132399 Line no. 146 Cont. No. GLDU5771207	LCL	

**Note: 1. The quantities indicated if any, are just for reference and may not have any relevance with the actual quantity**

**2. Lots for e-auction may be added/ deleted before date of auction. Bidders are advised to check e-auction website on regular basis**

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**Appendix-IV  
Process Compliance Form**

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing the scanned copy)

To,  
M/s C1 India Pvt. Ltd.,  
Gulf Petrochem Building, Plot No. 301, Udyog Vihar-Phase 2  
Gurgaon, Haryana, Pin- 122015, India  
Tel +91-124 4302000 | Mob. +91-8287495704

**Sub:** Agreement to the Process related Terms and Conditions for the FORWARD Auction.

Dear Sir/Mam,

This has reference to the Terms & Conditions for the FORWARD Auction FOR **DISPOSAL OF UNCLAIMED/ UNCLEARED CARGO AT CFS-KOLKATA. AT CFS-KOLKATA.**

This letter is to confirm that:

- 1)The undersigned is authorized representative of the company.
- 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)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".
- 6)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.
- 7)We have studied the Commercial Terms and the Business rules governing the Online Forward Auction for sale of Unclaimed /Uncleared Import /Export cargo by Balmer Lawrie & Co. Ltd as mentioned in your letter and confirm our agreement to them.
- 8)We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 9)We also confirm that we will email a scanned copy or fax the price break-up of our online quoted price, within 24 hours of the FORWARD auction.
- 10)We, hereby, confirm that we will honor the Bids placed by us during the auction process.
- 11)We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online FORWARD Auction.
- 12)We confirm that we will change the password on the auction website after first log in.

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

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

-- Scan & email this document to: [mukesh.kumar@c1india.com](mailto:mukesh.kumar@c1india.com), [neeti.bala@c1india.com](mailto:neeti.bala@c1india.com), [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com), [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)

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**APPENDIX- V – CONTACT INFORMATION**

<b>Service Provider:-</b>	<b><u>M/s Balmer Lawrie &amp; Co. Ltd.</u></b>
<p>M/s.C1 India Pvt Ltd. Gulf Petrochem Building Plot No. 301, Udyog Vihar-Phase 2 Gurgaon, Haryana, Pin- 122015, India Tel +91-124 4302000</p> <ul style="list-style-type: none"><li>• Neeti Bala Chandraa (Gurgaon)</li><li>• Mob- +91-7291981128</li><li>• Email- <a href="mailto:neeti.bala@c1india.com">neeti.bala@c1india.com</a></li> <li>• Mukesh Kumar (Gurgaon)</li><li>• Mob- +91-7291981127</li><li>• Email- <a href="mailto:mukesh.kumar@c1india.com">mukesh.kumar@c1india.com</a></li> <li>• Tuhin Ghosh (Kolkata)</li><li>• Mob- +91-8981165071</li><li>• Email- <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a></li> <li>• Tirtha Das (Kolkata)</li><li>• Mob- +91-9163254290</li><li>• Email- <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a></li></ul>	<p><b><u>Balmer Lawrie &amp; Co. Ltd.</u></b> Container Freight Station P-3/1, Transport Depot Road Kolkata – 700 088</p> <p><b>Mr. G Paul – Sr. Manager [T &amp; L]</b> Phone :24506-816 Email : <a href="mailto:paul.g@@balmerlawrie.com">paul.g@@balmerlawrie.com</a> Web site: <a href="http://www.balmerlawrie.com">www.balmerlawrie.com</a></p> <p><b>Mr. A Sett – Dy. Manager [Comm]</b> Phone :24506-811 Email:- <a href="mailto:sett.a@balmerlawrie.com">sett.a@balmerlawrie.com</a></p>

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