

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]

Tender No : __BL/CFS/M/UM/569



**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707
Phone No 2724 0466 /2724 2988, Fax No. 2724 2943
E-mail: koli.ka@balmerlawrie.com**

**CIN - L15492WB1924GOI004835
Tender no BL/CFS/MUM/569**

TECHNICAL / COMMERCIAL BID

**Tender Document for
[APPOINTMENT OF PANEL VALUER]**

DUE DATE & TIME: [18/10/2017 at 17.00 pm]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Scope of Work	4
4	General Terms and conditions	5
5	Declaration accepting terms & conditions by bidder	10
6	Particulars of the organization	11
7	Price Bid	12

NOTICE INVITING TENDER

Sealed offers are invited from the registered Vendors enlisted with our CFS or any other unit of Balmer Lawrie for the subject tender **APPOINTMENT OF PANEL 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 tendering portal www.balmerlawrie.com Interested parties have to submit an interest free EMD of Rs.[3000/- (*Rupees Three thousand only*)] by Demand Draft/Pay Order at our address mentioned below . The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at [Mumbai/Navi Mumbai]. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD** The tender has to be submitted along with the supporting documents in a sealed envelope superscribing **TENDER No. BL/CFS-MUM/569 Dated 07/10/2017 "OFFER APPOINTMENT OF PANEL VALUER "** along with **EMD of Rs.3000.00** and shall be dropped in our tender box at the given address **within 18/10/2017 AT 5.00 PM** and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
PLOT NO.1, SECTOR-7, DRONAGIRI NODE
NAVI MUMBAI – 400 707**

S. No	Description	Details
1	Name of Work	APPOINTMENT OF PANEL VALUER
2	Tender No	BL/CFS/MUM/569
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	One year
5	Tender Fee	NA
6	EMD	Rs. 3000 /-
7	Downloading / Submission of Tender :	
	a. Starts on	07/10/2017 at 3.30 pm
	b. Closes on	18/10/2017 at 5.00 pm
8	Opening of Tenders	18/10/2017 at 5.30 pm

1. LIST OF DOCUMENTS TO BE UPLOADED

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN number
- c. GST Registration number
- d. Chartered accountant's certificate or Audited / Certified Balance sheet of tenderer's company for last two years

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may be required to come to our office **POSITIVELY** as intimated along with all original documents,
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by 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 put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

1. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on 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 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 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 Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

2. Filling of Tender Documents

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be produced.

SCOPE OF WORK

From time to time, Balmer Lawrie CFS will be providing the details of longstanding cargo to be valued. It would be the responsibility of the selected bidder to arrange for physical inspection of cargo in Containers/Destuffed Cargo or LCL Lots, draw samples, if felt necessary for inventory and valuation of Cargos. For inspection of the cargo, Balmer Lawrie will arrange for grounding of Containers, services of carpenter/labour etc. for lifting and shifting of cargo to facilitate proper inspection of the cargos. Valuation reports should be prepared as per laid down procedures of the Custom and to be submitted within 7 days from the date of inspection of cargo at our CFS. Strict confidentiality should be maintained with regard to valuation of the cargos.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

The bidders shall meet the following criteria:

- Average Turnover of not less than Rs. 10 lakhs (Ten lakhs) during the last 3 financial years ending on 31.3.2016. Supporting documents regarding turnover, viz. Balance Sheet and Profit & Loss Account or a certificate from a Chartered Accountant, shall be enclosed with Techno Commercial Bid(Part-A).
- Bidder shall have at least 3 years' experience of working as Valuer out of which at least one year experience in conducting valuation of longstanding cargo for any CFS in JNPT, Navi Mumbai area or for Customs in Mumbai or Navi Mumbai.
- Bidder should have valid GST Registration number, proof of the same to be submitted.
- Payment of EMD of Rs.3000 /-

2. Submission Of 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.

2. Tender Opening

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

3. Acceptance of offers

- 3.1 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.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 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.
- 3.4 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.

4. Negotiations

- 4.1 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.
- 4.2 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.

5. 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.

6. 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).

7. Contract Period

The contract will be for a period of **[12 months effective from date 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.

8. 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. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD.** EMDs of unsuccessful tenderers shall be refunded only after finalization of tender.

9. 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. GST will be extra as applicable.

9. 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 valuation.

10. 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.

11. 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.

.

12. 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.

13. Arbitration

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

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/569 dated 07/10/2017 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 uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSEMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

ITEM : APPOINTMENT OF PANEL 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
	GST Extra as applicable	@ _____%

Total Amount in words.

Place-----Signature of Tenderer

Date-----Name & Address