



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION

P-3/1, Transport Depot Road

Kolkata – 700 088

Phone No. 2450-6813/11

Fax No. 2449-8355

Email No.: banik.s@balmerlawrie.com

TENDER NO: BL/CFS-KOL/VALUER/21-22/05

TECHNICAL / COMMERCIAL BID

Tender Document for

**[EMPANELMENT OF VALUERs FOR INVENTORY & VALUATION OF
VARIOUS UNCLEARED/UNCLAIMED IMPORT CARGO AND BALMER LAWRIE OWNED
Movable and Immovable properties
FOR CFS-KOLKATA]**

DUE DATE & TIME: [21/06/2021 at 16:00 Hrs]

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NOTICE INVITING E-TENDER

On line limited Tender are invited in Single Bid System/or in GeM from Reputed/approved Consultants for "APPOINTMENT OF VALUER FOR INVENTORY & VALUATION OF VARIOUS UNCLEARED/ UNCLAIMED IMPORT CARGO / Machineries etc AT CFS-KOLKATA", having their Office at Kolkata who fulfil the Pre-qualification Criteria mentioned elsewhere in the tender document under the Heading, "General Terms & Conditions" and comply with "Technical Specifications & Other Compliances" for the subject tender.

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 bidders credentials are to be uploaded along with the tender documents through the appropriate link.

| SL. No | Description | Details |
|--------|--------------------------------------|--|
| 1 | Name of Work | APPOINTMENT OF VALUER FOR INVENTORY & VALUATION OF VARIOUS UNCLEARED/ UNCLAIMED IMPORT CARGO & Machineries LYING AT CFS-KOLKATA |
| 2 | Tender No | BL/CFS-KOL/VALUER/21-22/05 |
| 3 | Validity Of Offer | 60 days from due date of tender |
| 4 | Contract/Empanelment Period | Three years from the date of the work order. |
| 5 | EMD | NA, Bid security declaration is to be submitted in the prescribed format |
| 6 | Downloading / Submission of Tender : | |
| | Starts on | 10.06.2021 by 17:00 hrs |
| | Closes on | 21.06.2021 By 16:00 hrs |
| 7 | Opening of Tenders | On or after due date and time for submission. |

LIST OF DOCUMENTS TO BE UPLOADED

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/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

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- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- f. Proof of empanelment as valuer by Income Tax Authority

GeM Declaration

APPOINTMENT OF VALUER FOR INVENTORY & VALUATION OF VARIOUS UNCLEARED/ UNCLAIMED IMPORT CARGO LYING AT CFS-KOLKATA was not available in GeM for the location. GeM NAR No. Balmer Lawrie & Co Ltd. has no objection in making available this tender detail to GeM for making available such services on GeM.

2. VERIFICATION OF DOCUMENTS

- a. 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 ascertaining their qualification.
- 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 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> or www.gem.gov.in (Custom Bid in Services) EMD Not applicable. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail. In case of MSMED /NSIC vendors Certificate of MSME (Micro & Small only)/ NSIC must be uploaded for considering their exemption from EMD. MSME (Micro & Small only)/ NSIC vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.

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/> www.gem.gov.in (Custom Bid in Services) in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

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/> www.gem.gov.in (Custom Bid in Services) where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

Registration with e-procurement platform

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

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

| HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)) | | | |
|---|--------------------|--|------------------|
| OFF HOURS & HOLIDAY SUPPORT Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos. 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 | | | |
| Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001 | | | |
| Balmer Lawrie e-Tendering Support Staff: | | | |
| Nodal officer [For Escalation]: C1 India Mr. Ritabrata Chakraborty (PM), Contact Details: +91 8697910411, E-mail- ritabrata@chakraborty@ c1india.com | Name | E-mails | Phone Numbers |
| | 1. Mr. Tuhin Ghosh | tuhin@ghosh.c1india.com | +91-8981165071 |
| | 2. Mr. Tirtha Das | tirtha@das.c1india.com | +91-9163254290 |
| | 3. Mr. Ravi Gaiwal | ravi@gaiwal.c1india.com | +91-022-66865633 |
| | 4. Mr. Ujjal Mitra | ujjal@mitra.c1india.com | +91-8986678058 |
| <input type="button" value="close"/> | | | |

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. or helpdesk-gem@gov.in

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 bids will be accepted physically or by post.

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 any documents sent by post as part of response to the tender. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to 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.

Filling of Tender Documents

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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 on his own in their offers will not be binding on Balmer Lawrie.

3.4 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 scanned and uploaded and produced later on for verification by Balmer Lawrie.

“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.”

Scope of Work

Balmer Lawrie & Co. Ltd., [Container Freight Station] have been authorized by the Commissioner of Customs, Kolkata to dispose-off unclaimed/uncleared imported cargo lying in the CFS. For this purpose, it is necessary to ascertain the actual quantity and value of the cargo by competent Valuer. Company is therefore desirous of engaging Valuer for inventory & valuation of cargo.

On receipt of information from company's representative, competent Valuer should be deputed within 24 hrs maximum and inventory & valuation should be completed within the time stipulated by us. Chemical testing and other allied job, if instructed which may be required for valuation of the cargo should be completed at the earliest. The valuation of the cargo shall be undertaken on the prescribed norms laid down by the Customs authority, other laws of the land and the value shall be arrived at so that the same will be approved by Customs Authority and the cargo can be disposed-off smoothly through auction/tender. During inventory the Valuer has to inspect the drawn sample and if required carry them to their own office at their own cost. The quotes should be inclusive of transportation and all other expenses.

If any cargo to be valued and certified by specialist/experts depending on type of cargo the same should be arranged by the valuer without any extra cost. For inventory of cargo, the company will deploy labour or any other manpower required. After inventory & valuation repacking required, if any, will be arranged by the Company. Valuation report should be submitted within 7 working days from the date of undertaking the job and the same may have to be submitted to Customs Authority for their approval. The valuation report should be kept strictly confidential and any deviation may lead to cancellation of our order or penalty may be imposed as company may deem fit.

Other than the above, the valuer may also be required to value and give Chartered Engineer's Certificate for machineries and materials for Balmer Lawrie and Company Limited

For inventorization and Valuation of Customs Uncleared/Unclaimed Import/Export Cargo the valuer has to comply the following :

1.The valuation report submitted by the valuer shall specify (a) wholesale market price and (b) margin of profit.

2.The valuer shall provide full details of the basis of valuation in their report including physical description and condition of the goods.

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3.The valuer shall be responsible for the findings/ suggestion / implications of their report on the assignments allotted to him.

4.The valuer shall take all necessary steps to ascertain the correct valuation including taking samples if considered necessary.

5.The valuer shall maintain secrecy of the work assigned to them and their report on valuation. They will not divulge any information that may come across at any stage of valuation to others in detriment to the interest of the department.

GENERAL TERMS AND CONDITIONS

Eligibility Criteria For Techno-Commercial Bid

1. Eligibility Criteria For Techno-Commercial Bid

a) EMD Not applicable.. Bidder have to submit "Bid Security Declaration" stating that if the bidder

i) Withdraws the offer during validity period of the offer

II) Non acceptance of order by the bidder within the stipulated time after placement of order.

III) Any unilateral revision made by the bidder during the validity period of the offer

IV) Non submission of Security Deposit

V) Bidders submitting false/fabricated/bogus documents in support of their credentials

then the bidder will be put on banned list for 1 year and will not be able to participate in any tender for that period. The declaration is to be as per the format in Annexure B

b) The bidder should be a govt approved valuer and Proof of empanelment as valuer by Income Tax Authority. Valid document is to be uploaded

c) Any Valuer who is empaneled with Kolkata Customs may participate in the tender on submitting the proof of valid appointment and registering with Balmer Lawrie and Company Limited by fulfilling the vendor registration process before the due date of the tender .

d) The bidder should have valid trade license

e) Self-attested copies of certificate/s issued by certifying agency declaring the proposed personnel as Valuer / Chartered Engineer in whatever capacity of the company.

f) The bidder should have minimum of 3 years experience and minimum 20 number of customs valuations of distinct materials ending in FY 2020-21 in **SIMILAR WORKS -Valuation** of Imported goods of various nature and testing services for chemicals ,providing chartered engineer's certificate for machineries .Copy of work orders and completion certificates from Indian Customs/reputed clients/ other Govt Of India organizations should be enclosed as supportive documents. The completion certificate should include following

Details :-

1. Work order reference along with completion certificate as main Consultant clearly specifying the scope of work

2. Total amount of work in ₹ completed against work order.

3. Date of completion/ Duration.

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The completion date of the work orders with executing similar works shall be deciding factor to conclude whether the job has been executed in the qualifying period or not. The value of final executed work shall only be

considered while evaluating the individual work order value.

5. TDS certificate generated from TRACES and Bank account statement(s) showing the payment received in respect of work orders submitted against Pre-Qualification criteria is to be submitted by the bidders, if it is demanded by Balmer Lawrie. The said documents must be for the work executed between the periods indicated there only.

6. Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service Tax/Goods and Services tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax/Goods and Services tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/Goods and Services tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate applicable as service tax/Goods and Services tax for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax.

g) Registration Certification with GST.

h) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to be provided as per Annexure C. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

2. Submission Of Online Bids

The bids should be submitted in Single part online only.

3. Tender Opening

Tender will be opened in the eproc portal on the pre-determined due date/time.

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 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.
- 4.4 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.

5. Negotiations

Balmer Lawrie reserves the right to negotiate with the L1 Tenderer only. 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.

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 whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

6. Price Variation

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

6.2 The quoted rates shall be kept valid for acceptance for a minimum period of 90 days from the due date for submission of tender.

7. Evaluation :

7.1.Balmer Lawrie ,CFS kolkata intends to appoint two valuers to make a panel. Qualified Bidder quoting overall lowest price (L1) shall be selected . The second lowest qualified bidder (L2) shall be selected as second valuer in the panel if he accepts the rates quoted by the L1 bidder .If

q u a l i f i e d L2 bidder does not accept the offer of meeting the L rates then, L3 bidder shall be given such offer & so on . In case L2,L3>>>Ln vendor does not matched the L1 rates then the L1 vendor will be the only empaneled valuer.

7.2.Tie in rates - In case of tie in the lowest received rate, re-bidding will be resorted to, wherein the tenderers having already offered the lowest rate must reduce the quoted rate by way of submission of fresh price bid in sealed envelope in hard copies with 24 hrs from the given date and time of ibtimation to do so,. The process shall continue till difference in rates between/ amongst all the lowest tenderers is achieved.

7.3. Allocation of work : The jobs shall be allocated to the empanelled vendors on the 60:40 (3:2) ratio. The original L1 shall be the Empanelled Valuer no. 1 and the L2 who has been empanelled on accepting the L1 rates shall be Empanelled Value no 2. For every 3 jobs given to empanelled job valuer 1 the next two jobs shall be given to empanelled vendor 2. The requests shall be given by the officer in-charge of Balmer Lawrie by e-mail. If an empanelled vendor is unable to take up a particular assignment then it has to be informed within 24 hrs of receiving the e-mail. Balmer Lawrie reserves the right to get alternate valuation report for the same job from any one othe the other appointed valuers

8. Notification of Award

Prior to the expiration of the period of Bid validity, BL will place purchase/work order or letter of intent on the successfully empanelled valuers

9. Penalty :

The Valuers will have to submit the draft copy of any assignment of the Officer in-charge of Balmer Lawrie CFS,Kolkata within 7 days of receiving the intimation and the final copy within 3 days of clearance of the draft report. Any delay will lead to

- a. 1st time delay: ₹ 50 will be deducted from the bill
- b. 2nd time delay: ₹ 100 will be deducted from the bill
- c. 3rd time delay: ₹ 200 will be deducted from the bill
- d. 4th time delay : ₹ Share of business from 3:2 will be reversed for 3 months

10. Security Deposit/Performance Guarantee(PBG):

It is equivalent to 3% of total estimated contract value of the respective empanelled valuer in favour of Balmer Lawrie & Co Ltd has to be submitted within 7 days of receipt of LOI/Work Order whichever is earlier from a scheduled bank of India of repute.

The PBG should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Valuer. In case of extension of the contract the validity of the PBG shall be extended for the period and shall remain effective till 60 days beyond the extended period for completion of contractual obligations.

9.2 The proceeds of the above Performance Security shall be payable to the Balmer Lawrie as compensation. for any loss resulting from the Valuer's failure to complete his obligation under the contract . If Valuer fails or neglects to perform any of his obligation under the contract it shall be lawful for Balmer Lawrie to forfeit either whole or any part of the security deposit / PBG furnished by the Valuer after issuing "SHOW-CAUSE" Notice to the Valuer .

9.3 All the compensation or other sum of money payable by the Valuer under the terms of this contract may be deducted from the Security deposit/ PBG or from any sum which may be due or may become due to the Valuer by Balmer Lawrie on any account whatsoever and in the event of this security deposit being reduced by reason of any such deductions, the Valuer shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the Valuer. In case of breach of any terms and condition of this tender conditions or failure to comply with the work order, the Performance Security is liable to be forfeited by Balmer Lawrie

9.4 If the Valuer duly performs and completes the contracts in all respects. Balmer Lawrie shall refund the Security Deposit/PBG to the Valuer after deducting all costs and other expenses that Balmer Lawrie may have incurred for making good any-loss due to any action attributable to the Valuer which Balmer Lawrie is entitled to recover from the Valuer

9.5 Security Deposit/PBG will be refundable only after full settlement of final bill for the works executed under the contract.

9.6 No interest will be paid on security deposit.

9.7 MSMED registered vendor also has to submit the security deposit.

7. This is a no split tender. This is an empanelment only

8. TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)

9.1 As Per Public procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order,2012

- a. District Industries Centers (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village industries Board and Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Any other body specified by Ministry of MSME

9.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.

9.3 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

9.4 The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

9.5 Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.

9.6 Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs

9.7 Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

For Further clarity in this regard a table is furnished below:

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| Type of Tender | Price Quoted by MSE | How to Finalize the Tender |
|-----------------|--------------------------|---|
| Can be split | L1 | Full Order on MSE |
| Can be split | Not L1 but within L1+15% | 25% order on MSE subject to matching L1 price |
| Cannot be split | L1 | Full Order on MSE |
| Cannot be split | Not L1 but within L1+15% | Full Order on MSE subject to matching L1 price |

10. Compliance of GST

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

11. Payment Terms

Payment will be made within 30 days from the date of submission of reports and invoice provided the same are correct in all respect

12. Rate

The rate should be quote in Price Schedule of the tender document should be all inclusive of all expenses including transportation and carrying of sample etc for the valuers office and Balmer Lawrie CFS kolkata and back ,except for GST, which shall be paid by BL extra as applicable. For any assignment out of Balmer Lawrie CFS Kolkata assigned by BL ,CFS Kolkata arrangements shall be made by Balmer Lawrie CFS Kolkata

13. Contract/Empanelment Period

The period of empanelment should be for three years from the date of Work Order/LOI .

14. Termination**14.1. Termination on expiry of the CONTRACT/Empanelment period**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT/Empanelment period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this Empanelment.

14.2. Termination on account of insolvency

In the event the VALUER or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT/Empanelemnt and all the VALUER's rights and privileges hereunder, shall stand terminated forthwith.

14.3. Termination for unsatisfactory performance related and non-maintenance of confidentiality of report

If the BL considers that the performance of the VALUER is unsatisfactory or, not up to the expected standard, thne BL shall notify the VALUER in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 15 days' notice in writing to the VALUER, if, VALUER fails to comply with the requisitions contained in the said written notice issued by the BL. Security deposit in such case would be forfeited

14.4. Consequences of termination

In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

The contract may be terminated by either party by giving at one months notice BL would be liable to pay the charges for services already rendered till such notice of termination is served only.

15. Force Majeure Conditions:

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

16. RESOLUTION OF DISPUTES / ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of 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. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

17. Alternative Arrangement

In absence of the timely and proper performance by the Valuer, BL reserves the right to utilize the services of any other Valuer without notice at the risk and cost of the Valuer and to recover charges and expenses in excess of the contractual terms from the Valuer. Similarly if the Valuer fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

18. Tender for registered approved vendors only: The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.

19. **Corrigendum to tender:** The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website www.balmerlawrie.com and e-procurement website <https://eproc.balmerlawrie.com>

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/CFS-KOL/VALUER/42/20-21 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

Annexure - 1
PARTICULARS OF THE TENDERER'S ORGANISATION

| S. No | Description | Tenderers Details | | | |
|-------|--|-------------------|-------------------|---------------|------------|
| 1 | Name of the Tenderer | | | | |
| 2 | Address of the Registered Office | | | | |
| | Telephone No: | Fax No: | Mobile No. | E.mail ID: | |
| | | | | | |
| 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/submitted | | | | |
| 11 | GST Registration. No. | | | | |
| 12 | Whether copy of GST Registration certificate Uploaded | | | | |
| 13 | Name of the Banker | | | | |
| 14 | Whether registration under MSEME act | | | | |
| 15 | In case registered under MSME provide registration number and copy of registration certificate. | | | | |
| 16 | In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable. | | | | |
| 17 | Valuer Licence from Competent Authority [Photocopy to be enclosed] | Licence No. | Issuing Authority | Date of issue | Valid upto |
| | | | | | |
| 18 | Whether you have qualified/listed valuers available with you give details | | | | |
| | If YES. Name of Valuers | : | | | |
| | | | | | |
| | If No. How do you plan to undertake the job | : | | | |
| | | | | | |
| 19 | Whether already undertaking Valuation at Kolkata Port / Haldia Port / Any other Port / CFS, if yes please mention location with brief details of job undertaken with documentary evidence. | | | | |

Annexure - 2

Bid Security Declaration in Lieu of EMD

(On Bidder's Letter Head)

Tender No.:

Name of Work:

I/ We, the authorized signatory of M/s, participating in the subject Tender

no.: xxxx for the job of "-----" do hereby declare :

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/ we fail to execute formal contract agreement within the given timeline OR I/ We fail to submit a performance security within the given timeline OR I/We commit any other breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I / We will be suspended from being eligible for bidding / award of all future contract (s) of Indian Oil Corporation Limited for a period of one year from the date of committing such breach.

Place :

Signature and seal of authorized signatory of Bidder:

Date :

Name of authorized signatory :

Annexure - 3

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern :

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Balmer Lawrie & Company Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as indicated

below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. , submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Balmer Lawrie and Company Limited. or its Administrative

Ministry (presently the Ministry of Petroleum & Natural Gas) or Govt of India , except as indicated below :

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by Indian Oil Corporation Ltd. or its Administrative Ministry (presently the Ministry of Petroleum and Natural Gas), except as indicated below :

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder: _____

Date :

Name of Signatory : _____

BALMER LAWRIE & CO. LTD.
 Container Freight Station
 P-3/1, Transport Depot Road
 Kolkata – 700 088

PRICE SCHEDULE

| Sl.No. | Description of Work | QTY* | UNIT | RATE(Rs.) | AMOUNT(Rs.) |
|--------|--|------|---------|-----------|-------------|
| 01 | Inventory & Valuation of container contained in 20 ft or 40 ft ISO Container or LCL cargo and/or lying in covered/open area. | 100 | Reports | | |
| 02 | Inventory & Valuation of LCL cargo and/or lying in covered/open area or single warehouse bill of entry | 50 | Reports | | |
| 03 | Chemical Testing of cargo in 20 ft or 40 ft or LCL Container lying in CFS Kolkata | 20 | Reports | | |
| 04 | Chartered Engineer report for cargo stored in container in 20 ft or 40 ft Container or LCL or destuff cargo in CFS Kolkata | 10 | Reports | | |
| 05 | Valuation of equipment and material belonging to Balmer Lawrie and Company Limited | 10 | Reports | | |
| 06 | Valuation of cargo other Balmer Lawrie CFS premises as assigned by BL CFS Kolkata | 10 | Reports | | |

DO NOT QUOTE HERE

*Quantity indicated in the price schedule is tentative. Actual quantity may vary (+/-) during the course of execution of the order. Payment shall be made on actual executed quantity as per the firmied-up rate against any variation (+/-) against our certification.

Rate should be quoted both in figure and word and the same should be inclusive of all taxes, duties. However GST shall be payable extra as applicable. The lowest overall total price shall be the criteria for determining the L-1 price.

Place :

Signature :

Date :

Name :

Seal

Designation

TENDER NO.: BL/CFS-KOL/VALUER/21-22/05

Note – In the price bid, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected.