



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

NOTICE INVITING TENDER – Engagement of Panel Valuer for valuation of Customs Un-cleared Cargo at CFS, Chennai

Tender Ref No. BLC/CFS/Panel Valuer/09 Dated: 18/07/2024

Contact Person	S. Praveen
Designation	Chief. Manager (CFS)
Address	Balmer Lawrie & Co Ltd Container Freight Station, No.32, Sattangadu Village, Manali, Chennai-600068 Phone No 25941813 /25942557,
Email ID	praveen.s@balmerlawrie.com
Website	https://www.balmerlawrie.com
Last date and time for submission of Bid & Tender Document	03/08/2024 at 16.00 Hrs.

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Disclaimer

The information contained in the Tender document or information provided subsequently to applicants, whether verbally or form by or on behalf of Balmer Lawrie & Co. Ltd. is provided to applicants on terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

Introduction of the Company

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 156 years gone by, today Balmer Lawrie is a Miniratna - I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 2105 crores and a profit of Rs. 122 crores. Along with its four Joint Ventures and one subsidiary in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Chemicals, Logistics Infrastructure etc. In its entire years of existence, Balmer Lawrie has been successfully responding to the demands of an ever-changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry. Today Balmer Lawrie has nine strategic business units - Industrial Packaging, Greases & Lubricants, Chemicals, Travel, Vacations, Logistics Infrastructure, Logistics Services, Cold Chain and Refinery & Oil Field Services with offices spread across the country and abroad. Tender on the specified goods/services have been invoked by the SBU (LI) to be delivered in line with the broad framework of the Notice Inviting Tender (NIT).

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Section 1: NIT (Notice Inviting Tender)

Notice Inviting Tender (NIT)

Dear Sir/Madam,

Balmer Lawrie wishes to invite tender for Engagement of Panel Valuer for valuation of Customs Un-cleared Cargo at CFS, Chennai.

Tender document can be downloaded from our corporate web site **www.balmerlawrie.com**.

Request tenderer to put their most competitive bid as per the terms and conditions stated in the Tender Document. The contents of this tender document are as follows:

1. Interpretation of General conditions of Contract – Section 3
2. General Instruction to tenderer – Section 4
3. General Terms and Conditions-Section 5
4. Mandatory Qualifications for tenderer – Section 6
5. Technical Requirement (Background, Scope, Functional Requirement, Deliverables & Evaluation Methodology) – Section 7
6. Special Terms & Conditions - Section 8
7. All Annexures & Price Bid Format – Annexure 1-6

The tenderers are advised to submit their most competitive offers complete in all respect and without any deviation.

Tender in a sealed envelope super scribing Tender No. BLC/CFS/Panel Valuer/09 Dt.18.07.2024 Tender for “Engagement of Panel Valuer for valuation of Customs Un-cleared Cargo at CFS, Chennai” shall be dropped in our tender box or to be sent by courier/ Speed Post to the given address before 16.00 hrs of 03.08.2024 with covering envelope addressed to:

**THE CHIEF. MANAGER
BALMER LAWRIE & CO.LTD
CONTAINER FREIGHT STATION
MANALI, CHENNAI 600 068**

Technical Bid shall comprise of (Photo Copy/ Supporting documents duly stamped Submitted for Technical requirement)

- i. RFQ Bid form (RFQ bid submission letter) – This should be duly signed by the person authorized to

Tender Ref No. BLC/CFS/Panel Valuer/09

act on behalf of the tenderer.

- ii. Signed hard copy of RFQ document duly filled (all pages to be signed and stamped)
- iii. All Forms and Annexures attached duly filled and signed and stamped.
- iv. Power of Attorney or other proof of authority.
- v. Any other documents required in terms of this tender.

Successful tenderer shall be responsible for completion of the contract in all respect. Balmer Lawrie reserves the right to accept or reject any tender or part of tender or to reject all tenders without assigning any reasons thereof.

This is merely a request for quotation and carries no commitment / obligation to award the contract. RFQ does not obligate BL to pay any costs incurred by respondents in the preparation and submission of the proposal. Furthermore, the RFQ does not obligate BL to accept or contract for any expressed or implied services.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,
Balmer Lawrie & Co. Ltd

S. Praveen
Chief Manager (Commercial)

Section 2: Tender Schedule

Tender Schedule:

S. No.	Particulars	Description
1.	Tender reference number	BLC/CFS/Panel Valuer/09
2.	Earnest Money Deposit	Rs. 3000/- (Rupees Three thousand only) or MSE registration of UDYAM certificate
3.	Date of Publishing of Tender document on the website	18/07/2024 16.00 hrs.
4.	Last date and time of receiving applicant's clarifications in writing	25/07/2024 16.00 hrs.
5.	Last date and time for submission of Tender/Bid	03/08/2024 16.00 hrs.
6.	Date and time of Technical Bid Opening	03/08/2024 16.30 hrs.
7.	Validity of Price / Quoted Commercials	120 days from the date of opening of the price bid
8.	Place of Submission of Bid	BALMER LAWRIE & CO.LTD CONTAINER FREIGHT STATION MANALI, CHENNAI 600 068

GeM Declaration

Engagement of Panel Valuer for valuation of Customs Un-cleared Cargo is not available in GeM. Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM.

Report ID: GEM/GARPTS/18072024/YI94PO1CPKLP.

Section 3: Interpretation of General Conditions of Contract

1. General

The following general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. and shall be considered as an extension and not in limitation of the obligations of the Contractor.

2. Discrepancy in Tender Document

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the tenderer shall bring it to the notice of the BL Officer for necessary clarification / action. In the event such matters are referred to later the decision of the BL Officer directing the manner in which the work is to be carried out shall be final & conclusive and the tenderer shall carry out work in accordance with this decision.

3. Tenderer

The tenderer means the firm or company with whom the order is placed and shall be deemed to include the tenderer, successors, representatives, heirs, executors and administrators.

Section 4: General Instructions to Tenderer

1. Ethical Standard

A. Tenderer are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BL will reject the proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows:

- (I) “*corrupt practice*” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) “*Fraudulent practice*” means a misrepresentation of facts in order to influence the procurement process
- (iii) “*Collusive practice*” means designs to establish bid prices at artificial, non-competitive levels to deprive BL of the benefits of competition.

- B. Tenderer should not have been blacklisted by any CPSE/ Central Government Organization. A declaration in this respect must be submitted by the tenderer on their letter head duly signed by the Authorised Signatory of the tenderer.

2. Clarifications of bidding documents

Tenderer can seek any clarification on RFQ document through written mail to praveen.s@balmerlawrie.com as per the Pre-Bid Clarification Dates mentioned in this tender, clearly mentioning the tenderer name, tender no.

BL may at its sole discretion amend the RFQ Documents at any time prior to the deadline for submission of RFQ bid. However, in case of such amendment, the RFQ submission date may be extended at the discretion of BL. Amendments made prior to submission of RFQ bid will be provided in the form of Corrigendum to the RFQ Documents.

3. Conditions for bid submission

The Single Bid tender documents may be downloaded from our website www.balmerlawrie.com or obtained from our office at the address given above During the normal office hours. The rates are to be filled only as per given format.

Extension of RFQ bid submission:

BL may, at its discretion, extend this deadline for submission of RFQ bids, in which case all rights and obligations of BL and tenderer will thereafter be subject to the deadline as extended. Information on deadlines would be published in the site where the tender has been published.

4. Bid Price

- a. The price bid should be completed as per the price bid format only.
 - b. Quoted commercial / Rates should be valid for the entire contract period from the starting date of contract with tenderer.

5. Modifications and withdrawals of bids

The tenderer may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by BL prior to the deadline prescribed for bid submission as mentioned in Tender Document.

6. Bid opening

Opening of Bids by BL

- a. The tender will be opened on the day as specified in the Tender document.

Offers received without EMD (for Non –MSE Bidder), wherever applicable, shall be rejected.

8. Preliminary examination of bids

- a. BL will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the Bidding Documents will be rejected by BL and shall not be included for further consideration.
- b. Prior to the detailed evaluation, BL will determine whether each bid is complete, and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents.

9. Clarifications

During the bid evaluation, BL may at its discretion, ask the tenderer for a written clarification of its bid, which the tenderer is bound to provide within specified time, failing which BL may at its discretion reject the bid.

10. Award of Contract/ Purchase Order

- a. Balmer Lawrie reserves the right to accept or reject any first (original) or updated bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or any obligation to inform the affected tenderer of the grounds for such action.
- b. BL may at its own discretion cancel the tender without assigning any reason to the tenderer.
- c. Contract will be awarded to the vendor who quotes the lowest price. Kindly refer to Annexure 3 - Price Bid for L1 Calculation.

11. Commencement of Work (BL Intends to issue PO to the successful tenderer)

The Contractor shall provide the service / material on specific intimation from Balmer Lawrie in writing or the time indicated in the PO and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order / Contract, Balmer Lawrie, at its sole discretion will have the right to cancel the Order / Contract.

12. Bid Evaluation Criteria

- a. In case of dual bids, BL will evaluate the technical bids on the basis of MQCs or Mandatory Qualification Criteria set out in the NIT documents.
- b. BL will examine the bids to determine whether the bids are complete as per check list and / or as per requirements of Bidding Document.
- c. BL will examine the bids to determine whether they are complete, whether the original bidding document and Addendum / Corrigendum if any, have been re-

turned with signed all the pages and the bids are generally in order.

- d. BL will examine the tenderer's qualification and bids of only those tenderers who meet the qualifying requirements shall be taken for detailed evaluation.
- e. The bids are required on ZERO DEVIATION. Techno-commercially acceptable Bids shall be considered for Price Bid opening and evaluation.
- f. The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance.
- g. It shall be ensured that the lowest bid /offer is justifiable looking at the prevailing market rates of the goods /services

13. Expenses to be borne by tenderer

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by tenderer. BL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

14. Termination of the Contract

The contract can be terminated by either party by giving 15 Day's clear notice in writing. Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract, or any part thereof, with immediate effect by giving a written notice to the tenderer if:

- The tenderer fails to provide goods/services or contractual obligations in accordance with the provisions of the contract.
- The tenderer suspends the performance of all or part of the contract, or
- The tenderer abandons the contract, or
- The tenderer becomes bankrupt or goes into receivership or liquidation or makes an assignment for the benefit of his creditors.
- If the tender committee comes to know of subsequent developments during the course of the performance of the contract which is ultra vires the declarations given (within Annexures), at the point of award of the contract, BL reserves the right to take discretionary measures for continuation or otherwise of the contract.

In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices etc.), shall be released to them.

Renewal of contract shall be subject to the performance of the tenderer/OEM.

15. Language of Bid

The bid, prepared by the tenderer, including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

16. Transfer of bid document

Transfer of bids submitted by one tenderer to another tenderer is not permissible.

17. Invoices and Payments

- a. The Contractor's request for payment shall be made to Balmer Lawrie in writing, accompanied by an invoice for the services rendered or material supplied describing, as appropriate, the milestone completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. The Contract Price shall be paid in Indian Rupees in accordance with the payment schedule.
- b. The tax element applicable from time to time to be shown separately in the invoice.
- c. Payments shall be made promptly by Balmer Lawrie, but in no case later than 30 days after submission of an original invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.
- d. Payment will be done by NEFT mechanism only.
- e. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- f. BL may at any time by a written order given to a tendering party, make changes within the general scope of the contract related to terms & references, enlarging or reducing the scope or specifications. If any such change causes an increase or decrease in the cost of, or time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall be amended accordingly.

18. Earnest Money Deposit [EMD]

Payment of Interest Free EMD of Rs. 3000/- [Three thousand only]. Registered MSEs shall be exempted from the need to furnish the EMD subject furnishing their UDYAM Registration details.

19. Performance Security Deposit

An interest free Performance Security Deposit of 3% of the contract value in the form of Pay Order / Demand Draft or Bank Guarantee or through on-line Bank transfer in NEFT/RTGS/IMPS mode is required to be submitted by the successful bidders to cover loss / damage of material / container / property during handling of cargo at CFS, lack of interest to perform as per work instruction or failure to perform etc. The format for the Bank Guarantee will be provided by the company.

Section 5: General Terms and Conditions

1. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise: -
 - a. Balmer Lawrie & Co. Ltd shall mean a Company registered under the Indian Companies Act 1913 having its Registered Office at 21, N.S Road, Kolkata 700001 and its Authorized Officers or other Employees authorized to deal with this contract.
 - b. "TENDERER" shall mean the individual, or firm who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assignees.
 - c. "SITE" shall mean the place or places, including project site, where the system will be delivered and installed.
 - d. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to tenderer, etc.
 - e. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Balmer Lawrie and incorporated in the Agreement.
 - f. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirements, etc., pertaining to the work and any other relevant reference in the Tender Document for which the tenderer is required to submit their offer.
 - g. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
 - h. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of Balmer Lawrie.
 - i. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2. Complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor at his declared address or to his authorized agent / representative, either through physical mode or electronically.

3. Risk Purchase:

Balmer Lawrie reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- a. If at any time during the validity of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor.

- b. To recover any money due from the Contractor, from any moneys due to the Contractor
- c. To claim compensation for losses sustained including Balmer Lawrie's supervision charges & overheads in case of termination of Contract.

4. Observance of Local Laws:

- a. The Contractor shall comply with all applicable Laws, Statutory Rules, and Regulations, etc.
- b. The Contractor shall pay all taxes, fees, licence charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.
- c. The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff deployed.

5. Force Majeure:

- a) The following shall amount to force majeure conditions: -
Acts of God, act of any Government, war, blockades, sabotage, riots, civil commotion, insurrection, terrorist acts, acts of public enemy, flood, storms, washouts, fire, explosion, landslides, lightning, cyclone, earthquake, epidemics, quarantine restrictions, arrest and restraints of the Government, necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- b) If the Contractor undergoes delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.
- c) The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- d) Force Majeure conditions will apply on both sides.

6. Prevention of Corruption

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer

Lawrie will lead to rejection of the bid.

- b. Balmer Lawrie shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with Balmer Lawrie or for showing or intending to show favour or disfavour to any person in relation to the contract with Balmer Lawrie, if the like acts shall have been done by any persons employed by him or acting on his behalf, whether with or without the knowledge of the Contractor, in relation to this or any other contract with Balmer Lawrie .

7. Arbitration

Jurisdiction, Governing Law and Arbitration Clause :

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

Dispute Resolution: All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by the Balmer Lawrie & Co. Ltd. to the vendor and the arbitrator shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. Subject to the above clause, parties irrevocably submit to the exclusive jurisdiction of the Courts at Kolkata only and waive any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any Court or other competent authority, insofar as such waiver can validly be made under the applicable law.

AMRCD Clause:

"Any dispute, question, claim or difference arising out of or concerning this Agreement between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavours to settle the same amicably. In case the mutual negotiation fails, the dispute shall be referred to Administrative Ministry for Resolution of CPSEs Disputes (AMRCD), wherever applicable.

If any dispute or difference relating to the interpretation and application of any provision of this agreement remains unresolved, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018."

The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

8. Laws Governing the Contract: (applicable only in case of manpower contracts)

- a. If applicable, the Contractor shall obtain the required contract labour licence issued by the authority designated under the Contract Labour (Regulation & Abolition) Act, 1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer.
- b. The Contractor shall not undertake or execute or permit any other contractor or sub-contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act, 1970.
- c. The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act. Contractor would also submit return through online GoI portal (Shram Suvidha) as per applicable act, rules and norms.
- d. A copy of the above wage cum master register has to be submitted along with each month's bill. Payment will not be made till the Contractor submits the aforesaid register. The Contractor will retain the original wage cum master register with their Manager/Supervisor at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.
- e. Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

9. Indemnity:

The Contractor shall indemnify and keep indemnified Balmer Lawrie of all losses, claims, etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

10. Discrepancy in Words & Figures quoted in offer

Where the amount is stated differently in words and figures – the amount written in words shall be the amount undertaken to be quoted in offer.

11. Anti-Profitteering Clause

Section 171 of CGST Act, 2017, provides that any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits to BL while quoting their price during the execution of the contract.

12. Penalty due to Non – Performance or non -adherence to safety measures:

In case of non -performance of vendors of the contractual obligation of work without the consent of BL, the same will attract penalty clause by which BL will charge at a prescribed rate on the value of the bill and subject to a maximum amount as per terms of the NIT. This amount will be deducted from the bill submitted.

13. Payment Schedule –

Kindly refer Price Bid format in Annexure for details:

Srl.No.	Deliverables	Payment Terms
1	On completion of Work	Within 15 (Fifteen) days of submission of monthly bills duly verified and certified by BL official along with necessary supporting.

Note: All payments will be made in Indian Rupees

14. Price

Tenderer shall quote a firm price for the total goods/services deliverable giving applicable tax breakup which includes implementation, travelling and accommodation (if any). Balmer Lawrie may ask for the activity wise break-up of the price after opening the price bid. No additional expense would be borne by Balmer Lawrie except the quoted price.

Price should be quoted only in e procurement site. Format for reference is attached as Annexure-3.

15. Completion Timeline

Entire completion of the work needs to be done by the successful tenderer **within Two Months from the date of site clearance.**

Section 6: Mandatory Qualification Criteria for tenderer

Tenderer who wishes to bid should conform to the following criteria as of Tender Publication Date. Price bid opening will be done only for the tenderers who comply with the Mandatory Qualification Criteria.

Parameter	Requirement Description	Supporting documents To be submitted
Legal Entity	Whether the entity is a body corporate, or a Partnership Firm, or a Sole Proprietorship Concern, LLP etc. and the date of incorporation	Certificate of Incorporation/Partnership Deed, Trade License/ License of Shops and Establishment Act/ LLP Deed / GST registration etc.
Power of Attorney	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	On Company Letter Head (Signed and Stamped) (Not applicable for proprietorship firm)
Blacklisted	An undertaking (self-certified) that the tenderer has not been blacklisted by a Central/State Government institution and there has been no litigation with any Government Department on account of similar services.	Undertaking (Signed and Stamped)
Work Experience	Bidder shall have at least 3 years' experience of working as Valuer in conducting valuation of longstanding EXIM cargo at Chennai Location.	Purchase Order / Completion Certificate / On-going certification (Signed & Stamped)
Financial Stability - Tenderer	The minimum average annual financial turnover of the tenderer during the last three years, should be more than (One) Lacs (FY 2020-21, FY 2021-22, FY 2022-23).	Submit Certified / Audited Balance Sheet and Profit and Loss statement of last three years in support of profitability / turnover.
Customs Empanelment	Bidder or Bidder's engaged person should be empaneled as Chartered Engineers for valuation of Goods in the office of Commissioner of Customs, Imports, Chennai as per latest notification.	The details of the Chartered Engineer shall be provided by the bidder along with the certificate issued by the Institution of Valuers and declaration of the same Chartered Engineer stating his engagement with Bidder's Organization.
Company's Permanent Account No. & GST No.	Whether the Company is tendering the current PAN Card and GST Registration No.	Copy of PAN Card & GST Registration No.

Note: MSE (Micro & Small Enterprises) bidders with valid Udyam Certificate are exempted from payment of EMD and they also may be exempted from average turnover criteria and experience criteria subject to meeting other eligibility criteria.

Section 7: Technical Requirement:

1. Background.

Balmer Lawrie & Co. Ltd (BL), a Govt. of India Enterprise under the Ministry of Petroleum & Natural Gas is a professionally managed multi-location company with business spanning both in manufacturing and service sectors. Please visit www.balmerlawrie.com for details of various businesses and locations of the company. SBU intro aligned with the requirement.

2. Scope of Work

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following:

Engagement of Panel Valuer for valuation of Customs Un-cleared Cargo at CFS, Chennai

Detailed 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 cargoes. 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 cargoes. **Bidder or Bidder's engaged person must be experienced enough and capable of doing valuation job for various types of Exim cargo and must have necessary approval / license to perform the same.**

Section 8: Special Terms & Conditions

1. 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.

CONTRACTOR'S RESPONSIBILITY

The contractor will be responsible for the welfare and discipline of his employees inside our CFS premises. He must also undertake to comply with all statutory regulations for employment of his workmen. Any expenses incurred by us under these regulations will have to be reimbursed by him. The contractor will be deemed to be the ultimate employer of his men.

All personnel employed by the contractor are to be engaged as their own employees in all respect and absolve Balmer Lawrie of any responsibility to this effect.

The laid down safety and security rules and regulation of BL-CFS Chennai shall have to be adhered to. The tenderer shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipment. All entry / exit permit for vehicle, equipment, men and material shall be arranged by the tenderer without any extra cost. The contractor shall ensure that proper Uniforms are provided to their personnel deployed by them.

The responsibility to comply with provisions of various labour laws of the country such as Factories Act, Minimum Wages Act, Workmen's Compensation Act, Contract Labour Act, E.S.I Act, Bonus and Gratuity Act, etc. or any other Acts/Rules, which are applicable as per the Statute, will be that of the contractor.

1. PENALTY DUE TO NON-PERFORMANCE

Any delay in executing the assigned job due to fault of the contractor may give rise to demurrage / detention claims on the company, which will be at Contractor's "**Risk & Cost**" and the additional amount incurred by the Company thereon shall be recovered from the contractor's bills.

Any claims arising out of poor quality of lashing and choking about any damage to cargo, container, the contractor will be responsible to make good the losses as assessed by the surveyor/shipping

lines/exporter/any competent authority.

2. Alternative Arrangement

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly, if the contractor 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.

3. 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 that may arise against the company on account of the faults of the contractor/his workmen employed by the contractor. 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.

The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

5. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence would be to the account of the contractor.

The Contractor will be penalized for any safety violation as follows of the contract. The decision of the Safety Committee headed by Safety In charge will be final. Secondly for any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 1000/- will be charged. If any major safety violation has been observed which resulted in any loss of property the cost will be debited on actual.

6. Purchase preference policy for MSE Vendors

The tendered job is to be split in predetermined (50:50) ratio. If any MSE bidder is eligible to supply any of the predetermined lots by the virtue of being the L1 or L2 bidder, then no separate Purchase Preference shall be applicable.

In case the L-1 bidder is non-MSE and any of the MSE bidder's rate is found within a price band of negotiated L1 price + 15%, then the predetermined balance quantity (i.e. 50%) shall be awarded to the same MSE Bidder subject to matching the negotiated L1 price.

In case this MSE bidder refuses to match the negotiated price of the L1 bidder then the next MSE bidder (whose price is 2nd nearest to negotiated L1 price and is within a price band of negotiated L1 price + 15%) shall be allowed to supply this lot i.e. 50 % of the tender, provided they match the L1 price and so on.

Note: If there is no MSE bidder whose price is within a price band of L1 price + 15%, then the Purchase Orders shall be placed as per clause 7.

7. Negotiations

Balmer Lawrie wants to engage two panel valuer under this tender. Work Order quantity will be equally distributed among these two valuers. Alternatively successful vendor will be called for necessary valuation.

Prices shall be first negotiated with the L1 bidder (Irrespective of MSE or Non-MSE) who shall be

empaneled and eligible to get 50% of the contract value. Then L2 bidder shall be called and asked to match with the negotiated price of L1 bidder and if L2 party agrees then they too shall be empaneled. If L2 disagrees to match negotiated L1 rates the L3 bidder will be called and shall also be asked to match with the negotiated price of L1 bidder and if they agree they will be empaneled. Similar offer shall be successively made to L4,L5,Ln bidders. To cite an example, if L2, L3 and L4 have not agreed for matching the negotiated rates of L1, the offer for matching is given to L4 & L5. If L4 & L5 agree, they will be empaneled and so on.

Note: This clause is only applicable where no MSE bidder whose price is within a price band of Non MSE L1 price + 15%. If any MSE bidder's price is found within a price band of Non MSE L1 price + 15% then then the Purchase Orders shall be placed as per clause 6.

- 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. 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.

8. Compliance of GST

1. Vendor to comply with all requirements under GST and provide their GST Registration details.
2. Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
3. Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
4. Vendors are required to raise invoices as per the GST tax structure and format.
5. Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
6. In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.

7. Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such a rating falls below prescribed criteria, Balmer Lawrie will have the right to terminate the services without any prior notice to vendor.
8. Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018. BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on / after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST. TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.
9. Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment / black listing the vendor / debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

4. GENERAL SAFETY, SECURITY & OTHER REGULATIONS

The laid down safety and security rules and regulation of BL-CFS Chennai shall have to be adhered to. The tenderer shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipment. All entry / exit permit for vehicle, equipment, men and material shall be arranged by the tenderer without any extra cost. The selected contractor shall comply with the provisions of the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, ESI, PF, Bonus, Gratuity, etc. or any other Acts/Rules, which are applicable as per the Statute, in respect of the workmen/personnel employed by him

Safety Requirements to be followed

Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

Confined Space

Before commencing Work in a confined space the Contractor must obtain from BL a Permit to Work,

the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by BL before use.
- v. Use of ISI marked industrial helmet at all point of time.

Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- g. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Overhead Work

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

Lifting Operations

Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately

removed from Site.

Lockout Tag out (“LOTO”)

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash back arrestor to be used to prevent any explosion due to back fire.

Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from BL. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by BL.

Hot Works

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable

fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

Environmental Requirements

Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for BL to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc.) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of BL. Emissions include but are not limited to noise, dust, fumes, vapours.

Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

Violation of not adhering to HSE safety procedures/practices as given above would attract levy of suitable penalty on the part of contractor

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No. BLC/CFS/Panel Valuer/09 dated 18/07/2024 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

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	Contact Number (Mobile/Landline)	
5	E-mail id	
6	Year of commencement of business	
7	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
8	Registration No. (Under companies Act)	
9	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
10	Income Tax PAN no.	
11	Whether copy of PAN enclosed	
12	Whether copy of latest Income Tax Return uploaded	
13	GST Registration. No.	
14	Whether copy of GST Registration certificate Uploaded	
15	Name of the Banker	
16	Whether registered under MSEMED Act	
17	In case registered under MSMED provide registration number and copy of registration certificate.	
18	MSME status of social category (SC/ST/OBC/General)	
19	MSME Gender Status (Male/Female)	

PRICE -BIDITEM: APPOINTMENT OF PANEL VALUER FOR CUSTOMS UNCLEARED CARGO

Sl. No.	Description of Work	Total Qty. (To be split between Two Vendors)	Rate	Total Value
01	Inspection, Inventory & valuation of cargo contained in 20/40/45 ft standard & ISO containers including furnishing of written reports & Photos. [Rate per container]	250 Nos	Rs. _____ Per container	
02	Inspection, Inventory & valuation of LCL cargo including furnishing of written reports & Photos. [Rate per cargo/consignment]	30 Nos	Rs. _____ Per cargo/consignment	
	GST Extra as applicable		CGST @ _____% SGST @ _____%	

Note: Quantity given as per above is only estimation and will be used for evaluation purpose only and actual quantity may increase or decrease. The Company does not give any guarantee regarding this.

Total Amount in words.

Place

Signature of Tenderer

Date

Name & Address

TO WHOMSOEVER IT MAY CONCERN

“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 Balmer Lawrie and Company Limited 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 : _____

Corporate Seal

DECLARATION ON SITE VISIT

We, _____ hereby declare that we have visited Balmer Lawrie & Co Ltd, Container Freight Station (CFS) Chennai on _____ and inspected the entire premises and understood the scope of work and accordingly the price bid for Tender No. BLC/CFS/Panel Valuer/09.

Place : Signature of Tenderer

Date : Name and Address

Corporate Seal