

Balmer Lawrie & Co. Ltd.

Logistics Infrastructure

21, Netaji Subhas Road,
Kolkata - 700 001

NOTICE INVITING TENDER

Tender Ref. No. : BL/LI/LAND/02

Date: 10-03-2017

SUB:- REQUIREMENT OF NON-AGRICULTURAL LAND FOR INDUSTRIAL USE

Balmer Lawrie & Co. Ltd. invites online/ sealed offers in “Two Bid System” (Commercial Bid & Price Bid) for outright purchase of a tranche of non-agricultural land of 1.5 to 2 Acre for industrial use.

Interested party should have clear title of the land free from encumbrance and have valid rights of transfer of land by the way of outright sale to Balmer Lawrie & Co. Ltd.

Desired Spec: - Land Parcel should be in Bhubaneshwar (Orissa) preferably in Mancheshwar Industrial Estate or Chandaka Industrial Estate having direct access to National / State Highway

Area - 1.5 Acre to 2.0 Acre

Essential Conditions of the Land Parcel:-

- The land size should not be less than 1.5 Acre
- The land parcel should lie in the desired location as mentioned above.

Terms & Conditions: -

Sl. No.	Item	Remarks
a.	Required size of land	1.5 to 2 Acres approximately (free from all encumbrances) .
b.	Required land should be	<ul style="list-style-type: none"> (i) The land should have direct access to a National Highway (NH) / State Highway (SH) (ii) The frontage should be of 150 ft. (iii) The land should be ideally rectangular/ square in shape preferably plain and more or less at road level. (iv) The entire land being offered should be contiguous and without any pockets. (v) The land should be non-agricultural. (vi) Availability of power is absolutely essential. (vii) The land should be free from overhead power transmission lines, pipelines of any nature, drainage etc., (viii) The land should be out of notified and / or acquisition (present/ proposed) by any statutory authority.
c.	The Party should provide	<ul style="list-style-type: none"> (i) Confirmed layout plan with all relevant details specifying the available width of the road from where the plot is accessed. (ii) The distance from the plot to the nearest state highway / national highway and mention the highway number. (iii) In the event the parcel of land does not belong to the bidder, copy(ies) of Power of Attorney signed by the landowner(s) on Stamp papers of ` 50/- (minimum) in favour of the bidder to be provided to us to establish that the bidder is really in a position to register the land in our favour. (iv) Real Estate Agent can also participate in the bidding, however the brokerage charges shall not be paid by BALMER LAWRIE & CO. LTD. to the Real Estate Agent. (v) The bidder should take care of all claims / disputes originating from or raised by the landowner(s) and should indemnify Balmer Lawrie against all such actions. (vi) On finalisation of the deal, before we effect any payment, the bidder has to fence the entire periphery with barbed-wire. (vii) All documentary evidences / identity proof and other related document(s), if any, to establish ownership of the land should be provided by the respective land owners. (viii) Original Encumbrance certificate from the sub Registrar / Registrar office for the last 15 years shall be submitted.
d.	Pricing	<ul style="list-style-type: none"> (i) Firm price of the land to be provided with a validity of at least 6 months. Confirmation is also required, in case the deal matures and the process of registration takes longer time for no fault of us, the price cannot be changed. (ii) The party has to provide necessary Statutory Clearances, Urban Ceiling, Non-agricultural Conversion, Non-Encumbrance Certificate, which will be free of charge of Balmer Lawrie. (iii) In case the parcel of land needs development, cost towards the same, as worked out by Balmer Lawrie, will be added for the purpose of price comparison, which will be final and binding on the bidder. (ii) The price schedule quoted in (d)(i) above should provide information of indicative stamp duty for registration.

e.	Scope of Work	(i) The Bidder would take the responsibility of execution of Conveyance Deed. (ii) The bidder should take full responsibility in offering land to the Company in compliance with all the applicable statutory provisions as may be enumerated in the relevant Laws / Acts / Provisions of the State. (iii) No Employment or any other preference will be given to the landlords or their dependents relatives or any other person claiming as affected person.
f.	Payment terms	Full payment would be made by cheque / NEFT on registration only, in line with prevailing statute.
g.	Due Date	17:00 hrs on 30.03.17

[Rakesh R. Choudhary]

Project Leader - Cold Chain

Encl: (1) Declarations
(2) General Conditions
(3) Check List
(4) Price Schedule

NOTE:

1. Bids of any tenderer may be rejected if a conflict of interest between the bidder and the Company (Balmer Lawrie) is detected at any stage.
2. Our Company reserves the right to cancel the tender/offers without assigning any reason whatsoever.
3. Received Bids are considered only as offers and will have no legal binding on Balmer Lawrie.

DECLARATIONS

You are required to give declarations / undertaking in respect of the following:

Sl. No.	Item of Declaration / Undertaking	Whether Provided	
		Yes	No
1.	In case the parcel of land does not belong to the bidder, undertaking confirming that no landowner would claim for any money or make any dispute pertaining to the land, also not claim any job in the project as Project Affected People.	Yes	No
2.	Declaration regarding firm price for a stipulated period of six months.	Yes	No
3.	Bidder will take the responsibility of execution of Conveyance Deed.	Yes	No
4.	Proof of ownership of the landowner(s) in terms of Clause c(ii) of the NIT has been provided.	Yes	No
5.	Availability of Power - High / Low tension, with / without substation.	Yes	No
6.	Availability of Water	Yes	No
7.	Distance from National Highway	Yes	No

Authorised Signatory

Stamp :

Date

GENERAL CONDITIONS

1. Submission of Tender bids through e-mail or Fax will not be accepted.
2. A committee of BL will evaluate the suitability of land by providing due weightage to the proximity of the land to National Highway/ State Highway, development in the area, Guidline value of the property as fixed by the local government/ Authority, transportation facility and access to the plot, landscape of the plot etc., The decision of the Committee will be final and binding on the bidder(s).
3. The price bid(s) of such bidder(s) will be opened only whose the Commercial Bid(s) is found suitable as per Balmer Lawrie Committee.
4. The successful bidder will not be allowed to alter / disturb land including cutting/ removing of trees/ structures/ Earth after finalization of the deal. Non-compliance of this condition will lead to disqualification of the bid.
5. As and when necessary, Balmer Lawrie & Co. Ltd. reserves the right to add/alter terms and conditions of the tender. It would be the sole responsibility of the bidder to get the same checked from the above addressee before submission of the Tender.
6. All the documents and the price bid should be signed and stamped by the authorised signatory.
7. In case of any dispute or difference arising out of this tender, the matter shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director of Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and Reconciliation Act 1996 including any statutory modifications or enactment thereof shall apply to the arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both the parties. The Arbitration proceedings shall be in English language and the award shall be a speaking award binding on both the parties.
8. Balmer Lawrie & Co. Ltd., reserves the right to cancel the tender / offer(s) of any / all bidders without assigning any reason whatsoever.
9. This tender and matters related thereto are subject to exclusive jurisdiction of courts in Kolkata.
10. It may be noted that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
11. Interested parties are requested to submit their bids either through e-bidding or physical documents within the due date and time of the Tender. E-bidding formalities are as follows:

TENDER SUBMISSION THROUGH e-PROCUREMENT

(i) Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids on-line. The bidders shall submit their eligibility and qualification documents, Commercial bid and Price bid in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the e-Procurement web site. However, voluminous documents need not be scanned and uploaded but physical copies of the same should be sent to the Tender Inviting Authority's office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

(ii) Registration with e-Procurement platform:

For registration and on-line bid submission bidders may contact HELP DESK of M/s C1 India Pvt. Ltd., or they can register themselves on-line by logging in to the website <https://balmerlawrie.govtprocurement.com>

(iii) 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.

(iv) Submission of Hard copies:

After submission of bid on line, the bidders are requested to submit the copy of uploaded documents to the tender inviting authority before opening of techno-commercial / unpriced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt of any document. If any of the documents furnished by the bidder is found to be false/fabricated, the bid is liable to be cancelled.

The bidders are requested to get confirmed acknowledgment from the tender inviting authority as a proof of hard copies submission to avoid any discrepancy. The bidder has to attach the required documents after downloading the same as required by the tender inviting authority in its tender conditions.

The hard copies as explained above should reach at the below address on or before the due date & time of submission of tender.

Rakesh R. Choudhary
Balmer Lawrie & Co. Ltd.
Container Freight Station,
Sector -7, Plot No. 1,
P.B. No. -08
Dronagiri Node,
Near Bhendkhal Village,
Navi Mumbai,
Maharashtra - 400 707

(v) Corrigendum to tender:

The bidders have to keep track of any changes by viewing the Addendum(s)/ Corrigendum(s) 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.

(vi) Bid Submission Acknowledgment:

The Bidders should complete all the processes and steps required for bid submission. For submission of Price Bid through e-proc platform, the bidder has to download the price bid format, fill in all the details, sign, and stamp and upload the same. The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

(vii) Disclaimer Clause:

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of Internet or other connectivity problems or reasons thereof.

Priced offers of only those bidders, who will meet the requirements of commercial bid, will be opened and considered for further evaluation.

Authorised Signatory
Date :

Stamp :

CHECKLIST FOR PHYSICAL BIDDING

- (1) All the pages of the bids should be signed and stamped by the authorised signatory. Bidders shall have to submit documents certifying the nominated Authorised Signatory(ies).
- (2) All information / documents covered under items (a) to (g) and the General Conditions (duly signed as a token of acceptance), excepting the Price Bid, covered under item (d) in the body of the NIT, shall have to be put in a separate envelope super scribing "**Commercial Bid**".
- (3) Declarations, duly filled in, stamped and signed by the authorised signatory should also be put in the envelope for "Commercial Bid".
- (4) Only the price (in the schedule provided herewith) to be submitted after signing by the Authorised Signatory and putting stamp in a separate sealed envelope superscribing "**Price Bid**".
- (5) Price Schedule has to be filled in, signed by the authorised signatory, stamped and put in the envelope for "**Price Bid**".
- (6) Both the "Commercial Bid" and "Price Bid" then be put in a separate outer envelope, sealed and superscribed with "**Tender for requirement of land for Industrial Use**" and submitted within the due date and time at the address given in General Conditions.

CHECKLIST FOR E- BIDDING

1. Scanned copies of Tender Documents (Including General Conditions & Declaration) duly signed and stamped by the authorized signatory should be uploaded along with the e-bid. In this regard, please refer to clause 11 of General Conditions.
2. Price Schedule are to be filled in and signed through Digital Signature.
3. Bidders who are participating through e-bidding are advised to submit the Unpriced Bid duly signed and stamped as clause of Tender Document and other voluminous documents as asked in the NIT to the Notice Inviting Authority, before due date and time of submission of the tender.
4. All physical documents required are to be submitted in an envelope supers cribbed with "Tender Ref. No. , Due Date and Subject of Tender" within the due date and time to the Tender Inviting Authority.

PRICE SCHEDULE

Sl. No.	Item	Value / Remarks
1.	Total area of land being offered (acres) #	
2.*	(a) Basic price of land per acre (in figures). (b) Basic price of land per acre (in words).	
3.	Charges for barbed-wire fencing of the entire parcel of land (per RM)	
4.**	Indicative stamp duty for registration per acre.	
5.**	Any other charges (please specify) (Please attach a separate sheet in case the space is insufficient)	
6.	Taxes, if any, please specify.	

(a) Total area of land being offered (sq. Mtrs.)

(b) The conversion factor from sq. Mtr. to acre to be specified.

(c) May please be noted, payment shall be effected on 'per acre' basis calculated up to three places of decimal for actual area transferred to Balmer Lawrie.

*In case of any confusion, the price quoted in words would be considered as the offered price.

**The rate / cost provided under these heads shall not be considered for evaluation of offer of the bidder. In other words, only the value of land as given in serial no. 2 and the amount BL will have to spend on "Land Development" (To Ensure a proper comparison between different quotes), will be reckoned in arriving at the net price of the property for the purpose of comparison / evaluation.

Authorised Signatory

Stamp:

Date