



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

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CIN - L15492WB1924GOI004835

**e- TENDER NO: BLC/CFS/Disposal of Trailers/11**

**Dt. 04.08.2020**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**Disposal of 19 Nos. used 40 Ft trailers with Cabins on “As is where basis is”**

**DUE DATE & TIME: [28/08/2020 at 14:00 Hrs ]**

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## NOTICE INVITING E-TENDER

On line bids are invited from the reputed and experienced buyers/agencies, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions for undertaking the subject contract for Disposal of 19 nos used 40 ft Trailers with cabin on “As is where is basis”.

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 bidder’s credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	Disposal of 19 Nos used 40 ft Trailers with cabin on “As is where is basis”
2	Tender No	BLC/CFS/Disposal of Trailers/11
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Completion Period	2 weeks from the date of placement of order
5	EMD	Rs.2,50,000/-
6	Downloading / Submission of Tender :	
	a. Starts on	04.08.2020 at 17.00 Hrs
	b. Closes on	28.08.2020 at 14.00 Hrs
7	Opening of Tenders	28.08.2020

### 1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system 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 Company /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.
- c. Registration certificate of Sole traders / Sole proprietors
- d. Income Tax PAN Number.
- e. GST Registration number
- f. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s sole trader/partnership/company for last three years.

### 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> Interested parties have to submit an interest free EMD of Rs.2,50,000/- (**Rupees Two lakhs fifty thousand only**) by on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). Offer submitted without EMD will be rejected. However, submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES, PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

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> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

### **1. 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> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

#### **1.1 Registration with e-procurement platform**

For registration and online bid submission, bidders may contact HELP DESK of C1 India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b>		
<b>(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))</b>		
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>		
<b>Contact Nos. and email IDs for BalmerLawrie helpdesk officers</b>		
<b>Name</b>	<b>E-mail</b>	<b>Phone Numbers</b>
<b>Tirtha Das</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>
<b>Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>
<b>Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	<b>+91-8939284159</b>
<b>Ravi Gaiwal (Mumbai)</b>	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	<b>+91-22-66865633</b>

#### **1.2 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.

## **2. Special Note**

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Re-submission (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.
- 2.2 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.
- 2.3 No bids will be accepted physically or by post.
- 2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.5 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.
- 2.6 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.

## **3. Filling of Tender Documents**

- 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 in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor / partner 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 sole trader/partnership/company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

### **Description**

**Disposal and Removal of 19 Nos. used 40 ft trailers with Cabin (TATA Make) on "As is where is basis" from our Container Freight Station, Manali, Chennai 600068 including arrangement of necessary statutory compliances & transportation of trailers from our premises.**

**The details of Trailers numbers and Model are given below:**

<b>Registration Number</b>	<b>Model</b>
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TN19Y-4932	2011
TN19Y-4937	2011
TN19Y-4941	2011
TN19Y-4942	2011
TN19Y-4943	2011
TN19Y-2857	2011
TN196-2865	2011
TN19Y-2858	2011
TN19Y-2860	2011
TN19Y-2864	2011
TN19Y-2866	2011
TN18L-6455	2012
TN18L-6445	2012
TN18L-6417	2012
TN18L-6387	2012
TN18L-6390	2012
TN18L-6437	2012
TN18L-6350	2012
RN18L-6351	2012

**Bidder should visit our CFS on any working day between 10.00 AM to 04.00 PM till the last day prior to the due date of tender to inspect the condition of trailers and understand themselves thoroughly before quoting the rates. In the event of failure of the bidder to comply with above in understanding the condition of the trailers while quoting the rates, BL would not be responsible for any consequences thereafter.**

## **GENERAL TERMS AND CONDITIONS**

### **1. Experience Criteria For Techno-Commercial Bid**

- a) Payment of Interest Free EMD of Rs.2,50,000/-. (MSMED / NSIC bidders are exempted from payment on submission of proof of valid certificate.
- b) The bidder should have experience in taking disposed used vehicles for a value of Rs.1.25 Crores during any of the last three years ending 31.12.19.
- c) Bidder must have GST Registration number (Proof to be attached)
- d) Should not have been blacklisted by any PSU / Govt. Department (a self- certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender, or if the order is already placed, it will be cancelled.

### **2. Submission Of Online Bids**

The Single bid tender documents may be uploaded in e-Procurement platform at <https://balmerlawrie.eproc.in>

**For price bid submission, bidders are required to take the print out of price bid, fill the relevant details and upload the same after signing and stamping.**

Only the rates are to be filled as per given format.

The entire bid (all pages) is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

### **3. Tender Opening**

[A] Bid would be opened as per Tender Calendar

### **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 may place order for the items as mentioned in the Price bid to a single contractor. The overall H-1 status will be determined by looking at the total value quoted by the bidder based on the summation of values.
- 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**

- 5.1 Balmer Lawrie reserves the right to negotiate with the H-1 Bidder. 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.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement, Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

### **6. Price Variation**

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever till the validity of the contract period.
- 6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

### **7. Sale & delivery procedure**

- 7.1 Once offer is accepted, the part disposal of the lot will not be considered and the bidder will have to take full delivery of the goods, being the entire trailers with all fault and flaws, in the condition, description etc. of goods irrespective of whether the same was actually inspected or not and no selection or sorting whatsoever of the goods will be allowed.
- 7.2 The successful bidder will collect Delivery Order from CFS office after making requisite payment due for the items and quantities allowed by BL for lifting at any instant of delivery. The Delivery Order will be

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issued in favor of successful bidder only at time interval/frequency as stated above. The unsuccessful bidder will apply for refund of EMD, which will be refunded at the earliest without any interest.

7.3 Full value of materials against lot as quoted and accepted, will have to be deposited within 7 working days from the date of receiving of the confirmation order. If the buyer fails to take the delivery of the goods within the maximum period of time permitted by Balmer Lawrie, the company reserves the right to forfeit the money deposited by the successful buyer including EMD.

7.4 On payment of the value of the goods, being the disposed items, the party will be allowed to permit their vehicle for loading of cargo.

7.5 The goods, being the trailers, will be delivered to the original buyer. Representative/Transporter may be allowed to do the same on production of the authorized letter from the buyer duly attesting the signature of the representative. Delivery by proxy will be at the purchaser's own risk and no claim shall be on Balmer Lawrie on any account whatsoever, if the wrong person takes delivery. Re-sale or transfer of lots to a third party shall not be recognized.

7.6 Earnest Money Deposit will be forfeited if the successful bidder commits any breach of terms & conditions of the tender.

7.7 The successful bidder will be responsible for damage to company's/outsider's properties or injury to company's/outsider's personnel caused by their men/vehicles etc. in course of their work and shall keep the company indemnified against all losses or damage and bear expenses or consequences arising thereof.

7.8 Once the payment is made in full and delivery taken by the successful buyer from our premises, the responsibility of the company would cease thereafter and no claim from the buyer whatsoever in this regard would be entertained.

## **8. Notification Of Award**

Prior to the expiration of the period of Bid validity, BL will give confirmation order to the successful bidder.

## **9. Delivery Completion Period**

The delivery of entire fleet of trailers shall be taken by the successful bidder after making full payment within 2 weeks of placement of order.

## **10. Earnest Money**

Before the last date and time of bid opening, the bidder is required to submit the EMD of Rs.2,50,000/- (Rupees Two lakhs fifty thousand only) by way of online bank transfer to Balmer Lawrie & Co Ltd. The EMD of successful bidder would be retained by the Company till completion of entire delivery. The EMD of unsuccessful bidders would be refunded on written request to the Company after placement of order on H1 Bidder.

## **11. Payment Terms**

After placement of order, 100% payment would be made by the successful bidder by Demand draft in favour of Balmer Lawrie & Co Ltd payable at Chennai or through NEFT/RTGS fund transfer before taking delivery of the goods or materials.

## **12. Addition/alteration of Tender Document**



The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

**13. 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.**

**14. 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. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

**15. Governing Law and Jurisdiction**

The construction validity and performance of this Agreement shall be governed in all respects by the laws of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives 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.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No: BLC/CFS/Disposal of Trailers /11 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address  
Telephone Nos.

ANNEXURE – A

**PARTICULARS OF THE TENDERER’S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belong to SC/ST Category	