



5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India

NOTICE INVITING TENDER

Tender No. **BL/MUM/RHR/DISPOSAL/21-2022/003** dated **23rd February 2021**

Start date of Tender: **23rd February at 11:00 am**
Due date of Tender: **5th March 2021 at 11:00 am**
Opening of Price Bid: **5th March 2021 at 11:30 am**

Single Sealed offers are invited for “**Disposal of Fixed Assets - Old and Used Electrical & Electronics Equipment (E-Waste) and Furniture and Miscellaneous Items**” on “**As is where is**” basis from the following locations:

- Regional Office at 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001
- Company Flat No. A-203/204, Poonam Apartments, ShivSagar Estate, Dr. Annie Besant Road, Worli, Mumbai – 400 018
- Balmer Lawrie Housing Complex at Plot No. 1-1 & 1-2, Sector 2, Phase II, Nerul, Navi Mumbai – 400 706.
- Meherina Co. op. Hsg. Ltd. Plot no C-51 Nepean sea road, Mumbai 400026

The tender document can be downloaded from www.balmerlawrie.com

Contact details

Balmer Lawrie & Co. Ltd.
5 J N Heredia Marg,
Ballard Estate
Mumbai – 400 001

Contact Person:

Lokeswaran B- 022 66361280, 9700446062
Email ID: balasubramaniyan.l@balmerlawrie.com

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1. **Introduction**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, Netaji Subhas Road, Kolkata – 700 001 having its six joint ventures in India & 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 and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz. Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drum holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asoti, Kolkata and Taloja (Navi Mumbai). Our Plants are ISO Certified and conform to Safety, Health and environment norms.

Instructions for bidders

1. Single sealed bids are invited for **Disposal of Fixed Assets - Old and Used Electrical & Electronics Equipment (E-Waste) and Furniture and Miscellaneous Items** on **“As is where is”** basis as per detailed Scope of Work contained in Annexure II of this tender.
2. The tender is invited in **Single Bid System** – Price Bid.
3. All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned.
4. The term **“BL”** wherever mentioned in the tender document refers to **“Balmer Lawrie & Co. Ltd.”**

BL would be the Seller for the tendered item.

The successful bidder will be the Purchaser.

This document is the Tender.

The Acceptance of the Order by the successful Purchaser will form the contract.
5. Bid Security / Earnest Money Deposit (EMD) / Security Deposit– As per Clause No. 2 & 6 of the General Terms & Conditions of this Tender document.

Micro and Small Enterprises (MSE's) with valid “Udyog Aadhar Memorandum” (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM number is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure VII.

Failure to submit above mentioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 6.3

The Tender document consists of:

| SN | Contents | Annexure |
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| 1 | General Information | I |
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6.0 The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

6.1 Late Bids

Any bid received after the submission deadline will be declared "Late" and rejected and returned unopened to the bidder.

6.2 Bid Validity

The bid submitted by the bidders should be valid for the Company's acceptance for a period of 90 days from the date of opening of Price Bid.

6.3 Bid Rejection Criteria

A bid may be rejected if

- i. The bidder fails to submit the Bid Security Declaration Ref Annexure – IX.
- ii. If the bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Bidders not registered under GST are not eligible for participating in this tender.
- vi. Bidder to mandatorily provide the Provisional GST Number as per Annexure V and also provide proof of such registration. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- vii. Contractors, Vendors or their owners/proprietors who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.

6.4 Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (*Only email queries shall be replied*)

ANNEXURE-I

GENERAL INFORMATION

This tender document is prepared to define the scope of work. All pages of this document issued at the time of execution, shall form the integral part of the contract.

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

- Confirmation on the scope as detailed out in this tender.

Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in BL's website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

ANNEXURE - II

SCOPE OF WORK

Disposal of Fixed Assets - Old and Used Electrical & Electronics Equipment (E-Waste) and Furniture and Miscellaneous Items” on “**AS IS WHERE IS**” and “**NO COMPLAINT**” Basis. Segregation / Selection of items will not be permitted.

| SL. NO. | ITEM DESCRIPTION | LOCATION |
|---------|--|---|
| LOT A | ELECTRICAL AND ELECTRONICS | BALLARD ESTATE OFFICE, COMPANY FLAT AT WORLI, MEHERINA AND NERUL HOUSING COMPLEX, |
| LOT B | FURITURE AND OTHER MISCELLANEOUS ITEMS | BALLARD ESTATE OFFICE, COMPANY FLAT AT WORLI, MEHERINA AND NERUL HOUSING COMPLEX, |

NOTE:

- For Electrical & Electronics items, bids will be accepted only from parties registered with Central Pollution Control Board (Ministry of Environment & Forest, Government of India) or with Maharashtra Pollution Control Board. The bidder has to mandatorily submit relevant certificate.**
- Rate should be quoted on **LOT basis** separately for LOT A and B. Taxes will be extra.
- The bidder will be finalized on the basis of Highest Net Price for each Lot “A” and “B”. The bidder can participate in any Lot or all Lots. It would be in the interest of the bidders to quote their most competitive price.
- Necessary labour for shifting and loading of the furniture / equipment from the designated place shall be organized by the successful tenderer and such labour shall be required to confirm to the working hours between 10.00 am to 4.00 pm
- The bidder shall provide adequate labour to keep the site clean after removal of specified items.
- The bidder shall hold the Company harmless and indemnified from and against all losses during dismantling, shifting and loading of the material.
- Inspection of material at the mentioned locations can be done from MONDAY TO FRIDAY between 10.00 am to 4.00 pm after prior appointment on Telephone No. 022- 66361280/email ID: balasubramaniyan.l@balmerlawrie.com.

GENERAL TERMS & CONDITIONS

1. The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.
Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute
2. **Earnest Money Deposit (EMD)**
Bid security declaration needs to be submitted as per Annexure- IX
After declaration of Bid security If the bidder modifies or withdrawals the offer during the period of validity bidder will be suspended from participation up to two years.
 - (a) Non-acceptance of Order within the stipulated time after placement of LOI / order.
 - (b) Any unilateral revision made by the bidder during the validity period of offer.
 - (c) Non-execution of the documents after acceptance of the contract.
 - (d) Fails to uplift the material within the stipulated time.
3. **Should not have been blacklisted by any PSU / Govt. Department.** 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 order already placed will be cancelled.
4. The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of the Order in writing or through email and shall there by confirm his acceptance of purchase order in entirety without exceptions.
5. Submission of tender will mean that the bidder has fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.
6. **Security Deposit (SD)**
The Earnest Money Deposit will be converted to Security Deposit (interest free) for the successful bidder. This will be refunded only after completion of the upliftment of material.
Security Deposit is liable for forfeiture if –
 - a) Successful bidder fails to lift the awarded items during the stipulated period.
 - b) Successful Bidder violates the tender condition.
 - c) Security Deposit will be refunded only after successful completion of the contract.
7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** from the date of opening of price bid.

8. Submission of Bids

The Price Bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

Price Bid should be submitted in the format given in **Annexure VI** in a sealed envelope super scribing Tender No. and deposited in the Tender Box (Ground floor) at 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400 001 on or before **05th March 2021 at 11.30 am**

9. Acceptance of offers

- 9.1 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.
- 9.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 9.3 Balmer Lawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 9.4 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) or where bidder has not quoted price against all the items (Description of work) in Price Bid (Annexure-VI) will be rejected.
- 9.5 In the event of H1 being more than one bidder, BL shall negotiate with all the H1 bidders.

10. Negotiations

All bidders are requested to note that no negotiations will normally be conducted on post price bid open except with the highest bidder. It, will therefore, be in the interest of the bidders to quote the highest price at the initial stage. During negotiation or in the revised offer, only upward revised prices shall be valid for consideration. No change in the accepted rates shall be permitted during the period of contract under any circumstances.

In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach 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 evaluate his tender at its discretion based on their original rates.

11. Award of Contract

Only the **Highest Quoted (H1) bidder** shall be considered for award of the contract. The company reserve the right to reject the offers submitted by the bidders either in part or full without assigning any reasons what so ever. The decision of the company is final in this regard.

The bidder will be finalized on the basis of Highest Net Price for each Group "A", "B" & "C". The bidder can participate in any Group or all Groups.

Negotiations if held, will be only with the highest bidder.

In case the H1 party fails to uplift items / equipment within the stipulated period, the EMD of the H1 party will be forfeited.

12. Payment Terms

On receipt of the Purchase Order, the successful bidder shall make 100% payment in **advance within fifteen days (15 days)** by Demand Draft / Pay Order in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai before lifting the material.

Payments can be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code – IFSC” SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.

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 or 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.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

13. Contract Period and Up Lifting of Material

On receipt of the payment (with applicable GST), the successful bidder will be allowed to lift the material and entire upliftment of material will have to be **completed within 10 (ten) working days.**

The entire up-lifting shall be carried out at Ballard Estate Office, Worli and Nerul Housing Complex by deploying sufficient labour, tools/tackles and vehicles by the tenderer at his cost. The uplifting shall be done on any working day i.e. MONDAY TO FRIDAY from 10.00 am to 4.00 pm.

14. Sub-Contracting: The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent in writing. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

15. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the

company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated.

16. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY / HEALTH / ENVIRONMENT NORMS, RULES & REGULATIONS

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

17. Safety

The bidders are strictly advised to follow the various safety aspects as per HSE norms pertaining to the work. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

18. Relaxation of Tender Terms & Conditions

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

19. Delay in providing services

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause No. 27.

20. HSE REQUIREMENTS BY CONTRACTORS

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 Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided

- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) 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:

- a) suitable for its intended use;
- b) 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);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

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.

- ✓ Fabricated ladders are prohibited.
- ✓ Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- ✓ Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- ✓ Ladders will be lowered and securely stored at the end of each workday.
- ✓ Ladders shall be maintained free of oil, grease and other slipping hazards
- ✓ 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.
- ✓ 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.

Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. 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.

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 Owner to review at any time and may be subject to Owner'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 Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

21. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

22. 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 while delivering the test weights at site. 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.

23. Liquidated Damage

If the contractor is unable to complete the jobs specified in the scope of work within the period specified, it may request owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

24. **Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives and property within Company premises. Any damage to any life and/or property due to negligence/mishandling by the tenderer would be to the account of the contractor.

25. **Penalty Due to Non-performance**

In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "**Risks and Cost**" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

In case of damage to property by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the Engineer in Charge or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's '**Risk and Cost**' and charges on account of such losses will be fully recovered from Contractor's bills.

26. **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.

27. **RISK PURCHASE**

In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

28. **Termination**

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective item promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited.

29. **Force Majeure Clause**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other 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 decision of Regional Administrative Head, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

30. **Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason thereof and is final and binding on the parties. The proceedings shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

“In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes 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”

Balmer Lawrie & Co Ltd.

I / We accept all your terms and conditions as stated above.

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

ANNEXURE - IV

GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-V attached
- [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 invoice as per the GST tax structure.
- [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 rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor. Vendor should arrange to deposit GST charged on due date and upload the same on GST portal to ensure availability of credit to BL.

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

ANNEXURE – V**DETAILS OF VENDOR**

| | | |
|----|---|----------|
| 1 | Name of the Vendor | |
| 2 | Address of 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. / Public Limited Co. / LLP | |
| 6 | Registration No. (Under Companies Act) | |
| 7 | Whether copy of incorporation / registration Certificate from ROC (Registrar of Company) uploaded | |
| 8 | Email ID | |
| 11 | Contact Person | |
| 12 | Bank Name / Branch | |
| 13 | Address of banker | |
| 16 | IFSC Code | |
| 17 | MICR Code | |
| 18 | Account Number | |
| 19 | Latest Income Tax Returns to be submitted | |
| 20 | Minority Indicator | |
| 21 | GSTIN Registration Number | |
| 22 | HSN /SAC Code for Supply/Service | |
| 23 | GST rate (in %) applicable for Supply/Service to be provided. | |
| 24 | Composition Scheme Applicable | Yes / No |
| 25 | Proof of GSTIN Registration No. per state [From GSTN website] | |
| 26 | Vendor's GSP name [GST Suvidha Provider's] | |
| 27 | Exemption No. | |
| 28 | Exemption Percentage | |
| 29 | Exemption Reason | |
| 30 | Exempt From | |
| 31 | Exempt To | |

ANNEXURE – VI**PRICE BID**
(To be filled by Bidder)

| SN | ITEM DESCRIPTION | LOT | BASIC VALUE (Rs. / Lumpsum) | GST (%) |
|----|--|----------|--------------------------------|------------|
| 1 | ELECTRICAL & ELECTRONICS | A | | |
| 2 | FURNITURE AND MISCELLANEOUS ITEMS | B | | |
| | | | | |
| | | | | |

Amount in Words:

(1) LOT A: Rupees _____

(2) LOT B: Rupees _____

NOTE:**(1) RATES QUOTED TO EXCLUDE GST AND OTHER CHARGES****(2) ANY OVERWRITING / CORRECTIONS IN THE OFFER WITHOUT FULL SIGNATURE WILL NOT BE ACCEPTED****(3) IN CASE OF MISMATCH IN THE QUOTED RATES IN FIGURES AND WORDS, AMOUNT IN WORDS SHALL BE CONSIDERED.**

I / We have studied the Tender documents in full along with all Annexures carefully and have quoted our rates in accordance with the Terms and Conditions and General Conditions as laid down in the tender documents.

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

ANNEXURE- VII

BIDDER TO SUBMIT ON THEIR LETTER HEAD

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS
AS PER PUBLIC PROCUREMENT POLICY FOR MSE'S ORDER 2012)

Dated

I/We, M/s ,
address....., hereby declare that
I/We are registered as MSE supplier and have registered our Udyog Aadhar
Memorandum (UAM) Number.....on Central Public Procurement Portal
(CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim
through CPPP.

I/We hereby also declare the following: -

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietors is a female – Yes / No [Kindly tick the appropriate category].

CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

The supplier declares herewith:

Legal compliance

To comply with the laws of the applicable legal system(s)

Prohibition of corruption and bribery

To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

Respect for the basic human rights of employees

To promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;

To respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;

To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;

To prohibit behaviour including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.

To provide fair remuneration and to guarantee the applicable national statutory minimum wage;

To comply with the maximum number of working hours laid down in the applicable laws;

To recognize, as far as legally possible, the right of free association of employees and to neither favour nor discriminate against members of employee organizations or trade unions

Prohibition of child labour

To employ no workers under the age of 18;

Health and safety of employees

To take responsibility for the health and safety of its employees;

To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;

To provide training and ensure that employees are educated in health and safety issues;

To set up or use a reasonable occupational health & safety management system;

Environmental protection

To act in accordance with the applicable statutory and international standards regarding environmental protection;

To minimize environmental pollution and make continuous improvements in environmental protection;

To set up or use a reasonable environmental management system;

Supply chain

To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;

To comply with the principles of non-discrimination with regard to supplier selection and treatment.

“BID SECURITY DECLARATION”

Dated

We _____ (Name the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period of two years or the contact period whichever is later

Authorized Signatory,