



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

NOTICE INVITING TENDER

Tender No. BL/T&V/MUM/002/2019 dated 24.05.2019

Due date of Tender: 3 June 2019 at 18.00 hrs

Opening of Price Bid: 4 June 2018 at 11.00 hrs

Single sealed offers are invited for disposal of old and used fixed asset, computers, furniture and electronic items on "as is where is" basis from the following locations.

- (a) From Mumbai Office located at 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001.
- (b) From Pune Office located at Shop No.6, Chinar Apartments, Agriculture college- Sakhar Sankul Road, Shivaji Nagar, Pune – 411005.

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

Contact details

Balmer Lawrie & Co.Ltd.
5 J N Heredia Marg,
Ballard Estate,
Mumbai- 400001.

Contact Person:

Mr. Shafique Shaikh - 022- 61983389 / +91 – 9892861587

Ms. Pradnya Naik – 022- 61983388 / +91- 8087712356

Email ID: shafique.s@balmerlawrie.com / naik.pd@balmerlawrie.com

1. **Introduction**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with 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. Balmer Lawrie with brand "Vacations Exotica" looks forward to become a Premier Global Brand diversifying into various holiday segments including Group Tours, FIT, Honeymoon packages, Customized holidays, LTC, including MICE and also propelling Indian Holidays – both Inbound & Outbound markets and Corporate Incentive Business.

A. **Instructions for bidders**

1. Sealed tenders are invited from the registered Recycler/preprocessors of E-waste registered with Central Pollution Control Board (Ministry of Environment & Forest, Government of India) or with Maharashtra Pollution Control Board for disposal of condemned computer systems, printers, UPS and other computer peripherals as mentioned in the Annexure on "AS IS WHERE IS" basis.
2. Contractors, Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company, will not be eligible.
3. All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

4. Bid Security / Earnest Money Deposit (EMD) / Security Deposit– As per Clause No. 4 & 7 of the General Terms & Conditions of this Tender document.
4. 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.
5. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 6.3
- 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 offer shall remain valid for a minimum period of 60 days from the date of opening of the Price Bid.

6.3 Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD) amount
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

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*)

6.5 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 E-procurement platform/website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

The Tender document consists of:

SN	Contents	Annexure
1	General Information	I
2	Scope of Work	II
3	General Terms and Conditions	III
4	Details of Bidder	IV
5	Price Bid	V
6	Code of Conduct for BL Suppliers	VI

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.

SCOPE OF WORK

The following old and used fixed asset, computers, furniture and electronic items FOR DISPOSAL ON “**AS IS WHERE IS**” BASIS.

LOT A	ELECTRICAL & ELECTRONICS	
LOT B	FURNITURE AND OTHER MISCELLANEOUS	MUMBAI OFFICE
LOT C	ELECTRICAL & ELECTRONICS	PUNE OFFICE

- **Mumbai Office** located at 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001.
- **Pune Office** located at Shop No.6, Chinar Apartments, Agriculture college- Sakhar Sankul Road, Shivaji Nagar, Pune – 411005.

It is advised that the bidders should submit their Offer after inspecting the materials lying at Mumbai and Pune Office.

Offers to be made for individual lots on lump sum basis

The Order will be awarded to the highest bidder for the entire tender.

The material can be inspected at both locations on any working day i.e. MONDAY TO FRIDAY between 10.00 AM to 5.00 PM after obtaining prior permission from Mr. Shafique Shaikh and Ms. Pradnya Naik on: +91-9892861587 / +91 – 8087712356.

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.
Submission of tender will mean that the tenderer have fully understood and accepted the terms and conditions of tender. Any additional conditions and / or any subsequent revision on the same will not be considered and may lead to rejection of tender.
2. Purpose of the contract: This contract is for sale of Old and Used Items "On As is where is" basis as set forth and NO COMPLAINTS BASIS
3. Rates given in the offer should be expressed both in words and in figures and where is a difference in opinion between the two, the rates given in the words will be taken as final.
4. **Earnest Money Deposit**
Interest Free Earnest Money Deposit of **Rs.3,000/-** (Rupees Three Thousand only) in favour of Balmer Lawrie & Co. Ltd. by way of Demand Draft / Pay Order or through on-line bank transfer in NEFT/RTGS/IMPS mode in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India.** payable at Mumbai to be made from a Scheduled Indian Bank.

Registered micro small and medium enterprises (MSME) shall be exempted from need to furnish EMD, subject to their submission of their registration details. Declaration of Udyog Aadhar Memorandum (UAM) number by the MSME vendors on Central Public Procurement Portal (CPPP) shall be mandatory.

Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 33105176488, NEFT Code – IFSC- SCBL0036008) through electronic transfer and proof of transfer of funds deposited with us.

Offers received without EMD will not be accepted and shall be rejected at the tender opening stage itself.

- (a) EMD will carry no interest
- (b) EMD will be refunded by cheque to unsuccessful tenderer after finalization of tender.
- (c) Linking with earlier transactions / adjustments with pending bill of any other amount payable by the company is not allowed.

EMD IS LIABLE TO BE FORFEITED IN THE EVENT OF

- (a) Withdrawal of offer during validity period of the offer
- (b) Non – acceptance of order
- (c) Non-confirmation of acceptance of orders within the stipulated time
- (d) Any unilateral revision made by the tenderer during the validity period of the offer
- (e) Non-executing of the documents after acceptance of the contract due to any dispute of the tenderer or any reason whatsoever.
- (f) In case if party fails to up-lifting of material during the contract period of 30 days.

5. **Acceptance of offers**

- 5.1 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.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 5.3 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.
- 5.4 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.

6. **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 Bidder should send the confirmation of outcome of such negotiation in writing which should reach within 3 days from the date of negotiation. If the bidder fails to comply with this requirement Balmer Lawrie reserves its right to evaluate his tender at its discretion based on their original rates.

7. **Security Deposit**

The Earnest Money Deposit will be converted to Security Deposit for the successful bidder. This will be refunded only after completion of the upliftment of material.

8. **Qualification Requirement**

The tenderer must submit photocopies of registration showing Pan Number / GST Registration.

9. **Terms of Payment**

Successful bidder shall submit 100% advance payment along with applicable taxes of the approved price in the form of Demand Draft in favour of "Balmer Lawrie & Co. Ltd." payable at Mumbai.

10. **Completion Period and Up Lifting of Material**

On receipt of payment along with applicable GST, the successful bidder will start lifting the material within ten (10) days from the date of placement of the Order.

The entire up-liftment shall be carried out at Mumbai and Pune Office by employing sufficient labour, tools/tackles and vehicles by the tenderer at his cost. The upliftment shall be done on any working day i.e. MONDAY TO FRIDAY from 10.00 am to 4.00 pm.

11. Any additional conditions other than mentioned in this tender document which may accompany the quotation of the bidder will not be acceptable. The bidder is deemed to quote in accordance with the terms and conditions of the Company.

12. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions without EMD or tie up with other transactions towards EMD will not be considered.
13. The Company reserves the right to reject any or all tenders without assigning any reason whatsoever. The Company may decide to sell or not to sell any item. The decision of the company in this connection will be final.
14. The Company reserves the right to withdraw any of the items on the offer, if required by its associates or joint ventures companies.
15. The successful tenderer shall also ensure that the entire scrap quantity offered to them are completely lifted from our premises before 4.00 PM on the close of the last working day of the contract period of 30 days, request for extension in this respect shall not be entertained.

16. **General Safety and Security Regulation**

The entire up-liftment of material shall be carried out in the specified premises and necessary labour shall be organized by the successful tenderer. The labour shall be required to be conforming to the working hours between 10.00 am and 4.00 pm.

Proper safety and security rules and regulations shall have to be adhered to. The work shall be done on after obtaining authorized permission. The bidder shall allow only those workers who have the authorized permits to enter the said premise. All entry / exit for vehicle, equipment, men and material shall be arranged by the bidder without any extra cost. Please note that in case of accident of any workmen, the entire responsibility for such employee will be the contractor.

The tenderer shall provide adequate labour to keep the designated area clean after removal of the specified items. The tenderer shall hold the Company harmless and indemnified from and against all losses during dismantling, shifting and loading of the equipment.

17. In case of unsatisfactory performance of the contractor either in relation to lifting of the materials or to adherence of specified time limits or to misbehaviour of the contractor's employees with the companies / customer employees, etc. the Company reserves its right to cancel part or whole of the contract and sell the material elsewhere, in which case the Contractor shall also be liable for forfeiture of the EMD.
18. The contractor shall hold the Company harmless and indemnified from all claims and charges for which the Company may be held liable in respect of any loss of injury exchanged to any third party through servants / employees / agents. This indemnity shall be in addition to and not in lieu of any indemnity towards the Company may be entitled by law.
19. Bids of any tenderer may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
20. **Validity of Offer**
The offer should be valid for the Company's acceptance for a **period of 60 days** excluding due date from the date of opening of the tender.

21. **Conformance with tender terms**

Tenders not conforming to the requirements are liable to be rejected. Bids may be rejected if conflict of interest between the Bidder and the Company is detected at any stage. Bidders must put their seal & signature on all the pages of this tender including Annexure A in conformance with Tender Terms.

22. Right of Acceptance / Rejection

M/s. Balmer Lawrie & Co. Ltd. reserves the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

23. Award of Contract

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

In case the H1 party fails to uplift items / equipment within the stipulated period, the company has the discretion to award the contract to H2 party. Company is not bound to give any notice / reminder to H1 party for their failure to deposit the required security deposit or remove / uplift machines / equipment within the stipulated period. In such case the EMD of the H1 party will be forfeited.

24. 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.

25. 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 amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

26. 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.

27. 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

Balmer Lawrie & Co Ltd.

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.

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE – IV**DETAILS OF BIDDER**

1	Name of the Bidder	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No. / Fax No.	
7	Mobile No.	
8	Email ID	
9	Contact Person	
10	Bank Name	
11	Street	
12	City	
13	Branch Name	
14	IFSC Code	
15	MICR Code	
16	Account Number	
17	Pan Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Bidder GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	

BID FORM

LOT A	ELECTRICAL & ELECTRONICS	MUMBAI OFFICE
LOT B	FURNITURE AND OTHER MISCELLANEOUS	
LOT C	ELECTRICAL & ELECTRONICS	PUNE OFFICE

Rate (in figure) (Quoted rate should be on Ex-works Basis)

PLEASE QUOTE YOUR RATE ON LUMP SUM BASIS
RATES QUOTED TO EXCLUDE GST AND OTHER CHARGES.

(1) **LOT (A) :** Rs. _____

(2) **LOT (B):** Rs. _____

(3) **LOT (C):** Rs. _____

Rates (In words)

(1) **LOT (A) :** _____

(2) **LOT (B) :** _____

(3) **LOT (C):** _____

GST WILL BE CHARGED AS APPLICABLE.

OFFER SHOULD BE KEPT VALID FOR ACCEPTANCE FOR 60 DAYS FROM THE DATE OF OPENING OF THE TENDER.

Mumbai Office located at 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001.

Pune Office located at Shop No.6, Chinar Apartments, Agriculture college- Sakhar Sankul Road, Shivaji Nagar, Pune – 411005.

Balmer Lawrie & Co Ltd.

Important Note

Any overwriting / corrections in the offer without full signature shall not be accepted.

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 Annexure 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	

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 color, 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 behavior 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 favor nor discriminate against members of employee organizations or trade unions

Balmer Lawrie & Co Ltd.

Prohibition of child labor

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.