

**BALMER LAWRIE & CO. LTD,
5, J N HEREDIA MARG,
BALLARD ESTATE, MUMBAI - 400001**

TENDER DOCUMENTS FOR DISPOSAL OF OLD/USED Computer and electronic items

1. Schedule of tender

Tender No.	BL/T&V/ MUM/005	
Tender Date	19/01/2018	
Tender type	Limited	
Last date and time of receipt of tender	29/01/2018	
Date and time of opening of tender	30/01/2018 11.30 am	
Contract period	30 DAYS	
Date for Inspection of goods	ON DURING WORKING MONDAY TO FRIDAY BETWEEN 10.00 TO 04.00PM ON	
Venue of Inspection	Balmer Lawrie & Co. Ltd. 5, N Heredia Marg, Ballard Estate Mumbai	
Earnest Money Deposit	Rs. 5000.00 DD or Pay order should be in favour of M/s Balmer Lawrie & Co. Ltd.	
Officer to be contacted	Mr Shafique Shaikh	
Address for submission of tender document	Balmer Lawrie & Co. Ltd. 5, N Heredia Marg, Ballard Estate Mumbai	
Annexure specifications	1. Items specification 2. Terms & condition 3. General Conditions 4. Details of Tenderer 5. Tender form	Annexure - I Annexure -II Annexure - III Annexure - IV Annexure - V

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. Such of the intending tenderers are also advised to inspect/verify the above obsolete items and satisfy themselves about the items they are bidding for.
3. The tenders complete in all respects must be received in this office before the date and time indicated in the para 7 of schedule of tender.
4. **Each page of the Tender document must be initialed and the last page of each of the Annexure be Stamped and Signed by the tenderer.**
5. The Quotation along with all annexure duly signed, stamped and sealed in a envelope super-scribed as **TENDER NO.BL/T&V/ MUM/005/ DATE 18/01/2018. "TENDER FOR DISPOSAL OF COMPUTERS/ ELECTRONIC EQUIPMENTS"** should be posted / dropped in tender box kept in our Mumbai Office for this purpose at the following address.

M/s. Balmer Lawrie & Co. Ltd.
5, J N Heredia Marg, Ballard Estate
Mum bai - 400001

The Tender document is also available at our Website: www.balmerlawrie.com

Tender Opening :

The Tender shall be opened on 30th January 2018, . **at 11.30 A.M.**

Date:
seal

Tenderer's signature with

Tender No. **BL/T&V/ MUM/005**

DATE : **19/01/2018**

ANNEXURE – I

Computers and electronic equipments (Lot)	
1.	DESKTOP COMPUTER ASSEMBLED - 34 NO.S
2.	PRINTERS & SCAN - SAMSUNG SCX 452 - 1 NO.

Date:

Tenderer's signature with seal

Tender No. BL/T&V/ MUM/005

ANNEXURE – II

Date : 19/01/2018

TERMS AND CONDITIONS

1. 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. **Earnest Money Deposit :**
The EMD amount of Rs.5000/- (Rs. Five Thousand Only) is to be paid only by Demand Draft/Pay Order to be drawn in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai.
Cheque / Cash or any other forms of payment are not acceptable towards EMD.
Offers received without required 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. However, for successful tenderer, EMD will be adjusted towards Security Deposit.
 - c. Linking with earlier transactions/adjustments with pending bills of any other amount payable by the company is not allowed if any.

EMD IS LIABLE TO FORFEITURE IN THE EVENT OF

- a. Withdrawal of offers during validity period of the offer
- b. Non acceptance of orders
- 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. Non-submission of Security Deposit as prescribed in Clause No.7 of this Annexure.

OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

3. **Validity of the Work Order:** The contract, if any, awarded against this order will be valid for a period of **30 (Thirty) days** from the award of contract.
 - 3.1 **Rate :** Please quote your rate on list basis as per the annexure V.
4. The tenderers must initial all the pages of tender document and to put their full signature with office seal at the last page of each Annexure.
5. **Validity of Offer:** The offer should be valid for acceptance for a period of **60(Sixty) days** from the date of opening of tender.

The tenderer shall arrange at their own cost and risk for lifting of disposed items.

6. PAYMENT :

The successful tenderer shall make full payment in advance at our at Balmer Lawrie & Co. Ltd, 4th Floor, 5, J.N. Heredia Road, Ballard Estate, Mumbai-400001 by **Draft/Pay Order/NEFT-RTGS** in favor of **Balmer Lawrie & Co. Ltd., payable at Mumbai** before lifting disposed items.

7. SECURITY DEPOSIT:

Successful tenderer will be communicated within 7 days regarding acceptance of their rates and they will have to deposit a sum equivalent to 10% of the value of the tender as Security Deposit by Demand Draft/Pay Order in favor of Balmer Lawrie & Co. Ltd., payable at Mumbai.

- **Cheque /Cash or any other forms of payment are not acceptable towards Security Deposit.**
- **The Security Deposit will not bear any interest.**
- **EMD of successful tenderer will be adjusted in Security deposit. Security Deposit is liable for forfeiture, if**
 - a. **Successful tenderer fails to lift the awarded items timely during the stipulated period.**
 - b. **Successful tenderer violates the tender condition.**

8. ARBITRATION.

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavor to settle such dispute amicably. If the dispute is not amicably resolved within a period of 30 (thirty) days from the date of receipt of such notice by a Party, the dispute shall be settled by reference to the following for resolving disputes:

Dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by Head [Vacations], Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful tenderer will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

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.

AWARD OF CONTRACT:

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

Date :

Tenderer's Signature with Seal

GENERAL CONDITIONS

The tenderer / contractor means the firm or company on whom the order is placed and shall be deemed to include the tenderers successors, representatives, heirs, executors and administrators duly approved by the company.

Purpose of the contract: This contract is for sale of old/used Computer Components and Electrical items.

1. On “**As is where is**” basis as set forth in the Sale Order.
2. Rates given in the offer should be expressed both in words and in figures and where there is difference between two, the rates given in the words will be taken as final.
3. All tender must be in accordance with the specifications and terms and conditions.
4. Any additional conditions other than mentioned in this tender document which may accompany the Quotation of the tenderer will not be acceptable. The tenderer is deemed to Quote in accordance with the terms and conditions of the company.
5. All tenderers are requested to note that no negotiations will normally be conducted on post price bid open except with the highest bidder. It will, therefore, in the interest of the tenderers 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.

6. The tenderer will be required to confirm the negotiations in writing within the time stipulated. If the tenderer fail to comply with this requirement, the company reserves the right to evaluate his tender at its discretion based on their original rates.
7. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest Money Deposit will not be considered at all.
8. The Company reserves the right to reject any or all tenders without assigning any reason whatsoever. The company is not bound to accept the highest tender and reserves the right to accept one or more tenders in part. The company may decide to sell or not to sell any item. The decision of the company in this connection will be final.
9. The company reserves the right to withdraw any of the items on the offer, if required, by its associates or joint venture companies.

10. The Electrical Items / Computer Components inspection can be done at our works

Balmer Lawrie & Co. Ltd.,

4Th Floor, 5, J N Heredia Marg, Ballard Estate, Mumbai – 400001

Working day between 10.00AM and 4.00PM (Monday to Friday) on prior appointment with Mr. Shafique Shaikh, OFFICER (IT), on 022-61983389 / 9892861587

Offer to be submitted for individual list on lump sum basis.

11. The successful tenderer shall purchase Computer Components and Electrical Items on **“AS IS WHERE IS BASIS”** and **“No Complaint basis”**.
12. The successful tenderer shall also ensure that the entire furniture / equipments offered to them are completely lifted from our office premises **before 4.00 PM** on the close of the last working day of the contract period, request for extension in this respect shall not be entertained.
13. Necessary labor for shifting & loading of the furniture/equipment from the designated place shall be organized by the successful tenderer and such labor shall be required to confirm to the working hours between 10.00 a.m. to 4.00 p.m. The tenderer shall hold the company harmless and indemnified from and against all losses during dismantling, shifting and loading of the equipment.
14. 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 misbehavior 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 Security Deposit.
15. The contractor shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the Workmen's Compensation Act 1923.

Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions/omissions whether due to negligence or of the contractor or his agents or his employees in carrying out the job of the contractor will be the liability of the contractor.
16. The contractor shall hold the company harmless and indemnified from all claims, costs 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.
17. Bids of any tenderer may be rejected if a conflict of interest between the bidder and the company is detected at any stage.

Date :

Tenderer's Signature with Seal

Tender No. BL/T&V/ MUM/005
DATE.19/01/2018

ANNEXURE – IV

DETAILS OF TENDERER

1. Name of the tenderer :

2. Whether Sole:
Trader/Partnership /
Private Limited Company/Public
Limited Company

3. Address

Address & telephone no.of the Registered Office & Contact Person's Name.	Address & telephone no. of the Branch Office quoted against this tender & Contact Person's Name.	Address & telephone no. of the Factory/ Godown & Contact Person's Name.

4. Year of Establishment :

Date of Govt: Registration (With Xerox :
copies) of the Establishment. :

Registration No. :

Year of commencement of Operations :

5. Details of business activities including activities including that of sister concerns
if any.

6. GST Registration No. if any STATE:

CENTRAL:

Date :

Tenderer's Signature with Seal

Tender No. **BL/T&V/ MUM/005**
DATE : **19/01/2018**

ANNEXURE – V.

QUOTATION FORM FOR SALE OF Old / Used Computer Components and Electrical items

PLEASE QUOTE YOUR RATE IN LUMP SUM BASIS for following computers and printers.

	Computers and electronic equipments	RATE LUMPSUM (RS.)
1	DESKTOP COMPUTER ASSEMBELED -34 NO.S	
2	PRINTERS & SCAN - SAMSUNG SCX 452 -1 NO.	

Quoted rate should be on ex-works basis and Taxes and duties extra as applicable).

GST @ 18 % extra

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

Important Note :

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

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

Date :

Tenderer's Signature with Seal

