



**Industrial Packaging - Vadodara,  
Plot no-727, GIDC, Savli Industrial Estate  
Manjusar, Vadodara - 391775 (Gujarat)  
Tel. No. 0266 - 7269007**

**NOTICE INVITING TENDER**

**Tender No. 1190LE0003 dated 28.09.2020**

**Due date of Tender: 08.10.2020 at 15:00hrs.  
Opening of Price Bid: 08.10.2020 at 17:00 hrs.**

Sealed Single Bid offers are invited for **“Sale of Non-Metallic Scrap generated from the MS barrel production plant at Vadodara”** for the period September 2020 to March 2021 at Vadodara. The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com) website

**Contact details**

Balmer Lawrie & Co.Ltd.  
Industrial Packaging - Vadodara,  
Plot no-727, GIDC, Savli Industrial Estate  
Manjusar, Vadodara, Gujarat-391775

Contact Persons:

**Shri. S.C. Tiwari - Mob- 9601649295 email ID: tiwari.sc@balmerlawrie.com**

**Shri. Deepak Kumar - Mob-9958504519, email ID: kumar.deepak@balmerlawrie.com.**

**ANNEXURE-I**

**SCOPE OF JOB**

SR.NO	Material Code	Material Description	UOM	Qty/Approx.
1.	9500065	NON-METALLIC DISPOSABLE SCRAP MTRL. (PLASTIC BAG)	KG	3000
2.	9500439	PAPER WASTE SCRAP MTRL. (CORRUGATED BOX)	KG	3000

**ANNEXURE-II**

**TERMS & CONDITIONS**

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**  
This contract is for Sale of Waste as per Annexure-I
3. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
4. **Period of Contract** – From October 2020 to March 2021 & extendable for further period of 3 month with mutual consent.
5. **Tender Evaluation**  
**The tender would be finalized on the basis of Highest price Offered on Individual Items mention in Annexure -III.**
6. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 30 days** (excluding the due date) from the date of opening of the tender.
8. **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.

**9. PAYMENT TERMS**

All payments shall have to be made in advance by NEFT/Demand Draft drawn in favor of "Balmer Lawrie & Co Ltd" payable at Mumbai before removal of material. Payment should be submitted to our company at least one day in advance before lifting of material.

10. **Security Deposit (SD)** : Within 15 days of the company's communication to the successful bidder on acceptance of the rate the bidder will have to deposit with the company a sum equivalent to 10% of value of the contract subject to a minimum of Rs.5000/- (Rupees Five Thousand Only) as SD by NEFT/DD/pay order drawn in favor of Balmer Lawrie & Co Ltd Payable at Mumbai and cheque will not be acceptable.

- a. The security deposit will not bear any interest.
- b. The successful bidder should deposit the security deposit amount separately. Security deposit cannot be clubbed with any running account.
- c. Security deposit is liable to forfeiture in the event of withdrawal from contract during the validity period of the order.
- d. Security Deposit will be refunded only after successful completion of the contract.

**EMD/SD/payment can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) in advance through electronic transfer and proof of transfer of funds deposited with us.**

11. Quantity mentioned indicative and is subject to change depending upon accumulation.
12. The company would not carry out any negotiation except with such bidders who is/are the highest quoted bidders originally. As such it would be in the interest of the bidders to quote the highest possible rate.
13. The successful bidder shall purchase all material in "**AS IS WHEREIS BASIS**" and "**NO COMPLAINT BASIS**". This may include accumulated and carried forward quantity from time to time during the tenure of contract.
14. The Material can be inspected on any working days between 10.00AM to 4.00PM.

## 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:

- f* **Legal compliance**
  - to comply with the laws of the applicable legal system(s).
- f* **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.
- f* **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; ○ 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.
- f* **Prohibition of child labor**
  - to employ no workers under the age of 18;
- f* **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;
- f* **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;
- f* **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.

**16. 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 not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by HEAD [IP], 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.

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.

Bidder GSTN Details							
Vendor SAP Account Code	Vendor Name	Addresses	State	GSTIN Registration Number	GST ARN (Application Registration Number)	Vendors GSP Name (GST Suvidha Providers)	HS Code as per Excise

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

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

ANNEXURE- III

**PRICE BID – to be filled by BIDDER**

SR.NO	Material Code	Material Description	UOM	Qty/Approx.	Rate	Value
1.	9500065	NON-METALLIC DISPOSABLE SCRAP MTRL. (PLASTIC BAG)	KG	3000		
2.	9500439	PAPER WASTE SCRAP MTRL. (CORRUGATED BOX)	KG	3000		
		<b>Total Value</b>				

( Amount in words: )

**Instruction to the Bidder**

**AWARD OF CONTRACT:**

1. Only the Highest Quoted (H1) Bidder shall be awarded 100% quantity of the contract.
2. In the event of more than one H1 Bidder, then the estimated quantity shall be awarded equally between the H1 bidders.
3. Any overwriting/corrections in the offer without full signature shall not be accepted.
4. Taxes & Duties:
  - a. Goods & Service Tax extra as applicable.
  - b. TCS on the overall invoice value will be as applicable
  - c. The price quoted by the successful bidder shall remain valid till expiry of period of contract. During the tenure of the contract period, no rate increase/decrease will be considered, expect for change in statutory levies imposed by Union/State Govt./Local authorities.
  - d. All Taxes, Duties, Levies etc, are extra as applicable. Statutory levies like. GST, Tax Deduction at Source (TDS) and Surcharge on TDS shall be levied as per the prevailing rates at the time of taking delivery.

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Terms and Conditions** as laid down in the Tender Documents.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

