<u>भारतीय मानक ब्यूरो</u> (सामान्य सेवाएँ विभाग)

Circular/परिपन्न

Sub: SOP for Hiring Event Management Services from M/s Balmer Lawrie & Co. Ltd.

It is circulated for information of all that M/s Balmer Lawrie & Co. ltd. (BL) has been appointed as event management agency of BIS on Pan India basis for holding the following events.

- a) Celebration of important days like BIS Foundation Day, World Standard Day, International Consumer Right Day etc. at BIS HQs and BOs.
- b) Workshops/ seminars with the stakeholders at Delhi and other cities as decided by the Bureau.
- c) Meetings of Technical committees of BIS at Delhi/Outside Delhi.
- d) Meetings of ISO/IEC, TCs/WGs at Delhi or other cities decided by the Bureau.
- e) Exposure visits for faculty and students at BOs.
- 2. The scope of work of M/s BL may include any or all the following.
 - a.) Booking of meeting venue.
 - b.) Booking of Hotel Accommodation.
 - c.) Travel arrangement
 - d.) Local Transport
 - e.) Food arrangements
 - f.) Venue management like audio-video arrangements, reception management and registration desk, banners and standees, emcees, sitting arrangement on dias, flower decoration, bouquets, Genset & power backup, internet and video conferencing facility, seating arrangements, ushers, conference kits, printing material, fabrication and stall/ a stage and hall set up arrangement of cultural programs including artists, obtaining necessary licenses/approvals, photography, videography, printing of material such as badges, invitation cards etc., material such as mementoes, bouquets, plants, etc., security arrangements, arrangement of photocopier machine, printers etc. social media coverage obtaining necessary licenses (permit as required) and other services as may be required by the Bureau.
 - g.) Implant office at BIS HQs.
- 3. M/s BL shall also provide a dedicated tour manager to all the Branch offices to carry out the exposure visits for standards club students to industry/ laboratories. The tour manager shall be responsible to carry out the following tasks:
 - i) Escorting the students/ college in the hired vehicle to the industry/labs and dropping them back.
 - ii) Making food arrangements wherever required.

- iii) Making stay arrangements in case of two day exposure visit to far flung areas.
- iv) Ensuring the safety & security of the students
- v) Arrangement of vehicles (requirement will be communicated directly by the concerned Branch Office)
- vi) Liasoning with BIS resource person who will meet the team at the concerned industry/ Labs.
- 4. Generally, the concerned department/office of the Bureau will intimate in writing three months in advance to M/s BL about the event to be organized alongwith the proposed location, requirements and budget for such events. However, urgent cases, M/s BL may be requested to organize events at short notice.
- 5. M/s Balmer Lawrie & Co. Ltd. has deployed Shri Durgesh Mishra (Contact no. 011 42524130 / 08770606273, Email ID:- mishra.d@balmerlawrie.com) as a single point of contact for overall coordination for the events. All the ROs/BOs/Labs/NITS may directly get in touch with him for conduction of their events. M/s BL has informed that they will be deploying separate point of contacts for each Regional Office, details of which will be shared in due course. Mr. Mishra will however remain the incharge for overall coordination. Further, as a temporary measure, ROs/BOs/Labs/NITS may also get in touch with Mr. Om Prakash, Head, Corporate Business, Balmer Lawrie Travel & Vacations (Mobile No. 09899604205, Email ID:-prakash.o@balmerlawrie.com) in the event they are unable to connect with Mr. Mishra.
- 6. The concerned offices of the Bureau shall also depute an employee for overall coordination with M/s BL and ensuring the responsibilities are carried out smoothly.
- 7. The services from M/s BL will be hired by the concerned departments HQ/ ROs / BOs / Labs/ NITS on a decentralized basis and concerned department at HQ/ ROs / BOs / Labs/ NITS will directly coordinate with M/s BL representative, spell out their requirements, conduct the event and payment for respective bills will be directly processed by such concerned department at HQ/ ROs/ BOs/ Labs/ NITS.
- 8. M/s BL will charge a service fee of 10% on the base value (or the value excluding GST) of the invoices raised by various vendors providing service to the Bureau plus applicable GST on service fee.
- 9. The payment for air travel booking shall be strictly in terms of existing MoU effective from 5th June 2020 and further amended effective from 01.06.2022 entered into by the Bureau's HQs with M/s BL which provides for air ticket bookings at NIL service charges.
- 10. A remuneration of Rs. 3,000/- per day per manpower plus applicable taxes shall be paid towards the services of the tour manager. No service fee shall be paid to M/s BL on the remuneration of the tour manger.
- 11. A copy of the MOU entered into between BIS & M/s BL is enclosed as Annexure-I to this circular. The complete modalities regarding the procedure, timeline, methodology and release of payments etc. is given in detail in the attached MoU and is to be followed in letter and spirit by all the ROs/BOs/Labs/NITS/Deptt. at HQ.

This issues with the approval of DG:BIS.

Director (GSD)

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Government of National Capital Territory of Delhi

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BALMER LAWRIE

Article 5 General Agreement

BUREAU OF INDIAN STANDARDS

BALMER LAWRIE AND CO LTD

BALMER LAWRIE AND CO LTD

(One Hundred only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW,SHCILESTAMP.COM

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अधिप पाल चौधरी Adhip Pai Chaudhuri निदेशक (एत की) i Director (SB) आमर लॉरी एण्ड के. लि. Bairre होता एउड का वर्ग Bairrer Lawrie & Co. Ltd. (भारत सरकार का एक उद्यम) (A Govt. of India Enterprise) (A Govt. of India Enterprise) (A Govt. of India Enterprise)

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Memorandum of Understanding

Between

BUREAU OF INDIAN STANDARDS

And -

M/S BALMER LAWRIE & CO. LTD.

i) This MOU is made on this 25th day of June 2024 between THE BUREAU of Indian Standards having office at Manak Bhawan, Bahadur Shah Zafar Marg, New Delhi – 110002 (hereinafter referred to as "THE BUREAU" or the "First Party" or BIS), which expression shall unless repugnant to the context include its successor, administrators & permits and assigns of the First Part for conducting various programs, events, workshops and seminars, exposure visit etc. for different offices of BIS across India

and

ii) M/S Balmer Lawrie & Co. Ltd. a company incorporated under the provisions of Indian Companies Act, 1913, having its Registered / Head Office at 21, N. S. Road, Kolkata – 700 001 (hereinafter referred to as the "M/S BL" or the 2nd party which expression shall unless excluded by on repugnant to the context, be deemed to include its successors in office) of the OTHER PART. BIS and BALMER LAWRIE & CO. LTD hereinafter individually and collectively, referred to as the "Party" or the "Parties"

WHEREAS THE BUREAU has decided to conduct its various programs, events, Workshops and seminars, exposure visits etc. referred to as events through M/S BL.

iii) AND WHEREAS the Parties are desirous to reduce into writing their respective roles, duties and liabilities in this regard.

1. Objective

The purpose of this MOU is to establish the terms and conditions to provide various event management related services mentioned in the "Scope of work" as given at para 4 of this MOU provided to THE BUREAU by M/S BL through its implant office set up at THE BUREAU HQs at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110002.

2. Validity

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. This contract is valid till further notice given by both the parties and as mutually agreed.

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3. Terms and Conditions

- 3.1° M/S BL shall coordinate for the event's/programs/ functions/exposure visits/ seminars/ workshops etc. with concerned Branch Office/ Regional Office/ Departments at HQs/Training institute and the requirements will be provided directly by such offices completedetails of such offices are given at Annexure-I.
- 3.2 M/S BL shall brief the concerned offices of THE BUREAU on the preparatory arrangements for setting up the events. M/S BL will deploy a suitable and competent manpower at BIS HQs who will act as a single point of contact for all the events to be organized by the respective offices of THE BUREAU. M/S BL shall not charge anything separately for providing the manpower.
- 3.3 M/S BL shall ensure that the operational cost to be borne by THE BUREAU does not exceed the approved budget and quotation submitted in this regard.

4. Scope of Work

- 4.1 THE BUREAU shall be holding various types of events across India through its different Branch Offices, Regional Offices, Laboratories, Training Institute and Headquarters. The types of events shall include but not limited to the following:
 - a) Celebration of important days like BIS Foundation Day, World Standard Day, International Consumer Right Day etc. at BIS HQs and BOs.
 - b) Workshops/ seminars with the stakeholders at Delhi and other cities as decided by THE BUREAU.
 - c) Meetings of Technical committees of THF RURFAU at Delhi/Outside Delhi.
 - d) Meetings of ISO/IEC, TCs/WGs at Delhi or other cities decided by THE BUREAU.
 - e) Exposure visits for faculty and students at BOs
 - i) An indicative list of events is enclosed in Annexure-II to this MOU.
- 4.2 M/S BL shall provide the services required by the various offices of THE BUREAU in connection with events to be organized at different locations on a Pan-India basis. The services may include any or all of the following:
 - a.) Booking of meeting venue.
 - b.) Booking of Hotel Accommodation;c.)
 Travel arrangement.
 - d.) Local Transport.
 - e.) Food arrangements.
 - f.) Venue management like audio-video arrangements, reception management and registration desk, banners and standees, emcees, sitting arrangement on dais, flower decoration, bouquets, Genset & power backup, internet and video conferencing facility, seating arrangements, ushers, conference kits, printing material, fabrication and stall/a stage and hall set up, arrangement of cultural programs including artists, obtaining necessary licenses/approvals, photography, videography, printing of material such as badges, invitation cards etc., material such as mementoes, bouquets, plants, etc., security arrangements, arrangement of photocopier machine, printers etc. social media coverage obtaining necessary licenses (permit as required) and other services as may be required by THE BUREAU;
 - g.) Implant office at THE BUREAU's HQs.

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- 4.3 M/S BL shall also provide a dedicated tour manager to all the Branch offices to carry out the exposure visits for standards club students to industry/ laboratories. The tour manager shall be responsible to carry out the following tasks:
 - a) Escorting the students/ college in the hired vehicle to the industry/labs and droppingthem back.
 - b) Making food arrangements wherever required.
 - c) Making stay arrangements in case of two-day exposure visit to far flung areas.
 - d) Ensuring the safety & security of the students
 - e) Arrangement of vehicles (requirement will be communicated directly by the concerned Branch Office)
 - f) Liasoning with BIS resource person who will meet the team at the concerned industry/ Labs.

A remuneration of Rs. 3,000/- per day of exposure visit per manpower plus applicable taxes shall be paid to M/S BL towards the service of the tour manager. No service fee shall be paid to M/S BL on the remuneration of the tour manager.

5. Methodology of operations by M/S BL

- 5.1 M/S BL will depute a single point of contact to THE BUREAU towards coordination & arrangement of all the events. The single point of contact will be responsible for initiating discussion with the concerned department/offices of THE BUREAU organizing that particular event and tying up responsibilities and ensuring smooth execution of the event.
- 5.2 Generally, the concerned department/office of THE BUREAU will intimate in writing three months in advance to M/S BL about the event to be organized along with the proposed location, requirements and budget for such events. In urgent cases, M/S BL may be requested to organize events at short notice.
- 5.3 The concerned offices of THE BUREAU shall also depute an employee for overall coordination with M/S BL and ensuring the responsibilities are carried out smoothly.
- 5.4 M/S BL shall provide the services only on receipt of a written request or any other accepted mode of communication by THE BUREAU's authorized representative. M/S BL shall not be obliged to provide the services in the absence of any such written request.

5.5 Event Timeline

Based on the information received from THE BUREAU, M/S BL will prepare a timeline for that event which will include <u>Pre-Event activities</u>.

A) Pre- Event activities:

(i) Venue Options:

Based on the requirements provided by THE BUREAU, M/S BL will explore available options as per the criteria provided by THE BUREAU and provide at least three options to the concerned department /office of THE BUREAU with tentative pricing and other details like

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Venue dimensions, map, Pre-Function Area (PFA), Sitting style etc. for consideration and approval. The concerned department/office of THE BUREAU will then provide confirmation regarding the option finalized along with other requirements which may include venue management to M/S BL to proceed further.

(ii) Hotel accommodation:

M/S BL will explore and suggest suitable options of hotel accommodation within entitlement of the attendees as provided by THE BUREAU in close proximity to the venue if accommodation is at a different location than the meeting venue. If the venue is inside any hotel,M/S BL explores all possibilities of accommodating maximum attendees in the same hotel subject to their entitlement and budget constraint. In case hotel accommodation is being arranged by M/S BL, the same should include Modified American Plan i.e., it should include any two major meals i.e., breakfast and dinner. The rates for food arrangement should be as per the approved budget and as per the rates provided by the concerned THE BUREAU office.

(iii) Travel Arrangements:

M/S BL will arrange for travel arrangement of the attendees as per the requirement and entitlement provided by the concerned department/ office of THE BUREAU. The travel arrangement may include travel by air or by road. The arrangement for air travel booking shall be strictly in terms of existing MOU effective from 05th June, 2020 and further amended effective from 01.06.2022 entered into by the BIS HQs with M/S BL which provides for air ticket bookings at NIL service charges.

(iv) Local Transportation:

- a) M/S BL will arrange local transport for pick & drop facilities from Airport to Hotel & back, hotel to venue and, any local familiarization trip, arrangement of vehicle on disposal with dignitaries etc. M/S BL will arrange vehicles as per category (like Sedan, Premium Sedan, SUV or any high—end vehicle etc.) & entitlement provided by THE BUREAU. M/S BL will ensure rates of the different categories of vehicles (sedan, premiumsedan, SUV, Premium SUV or buses, etc.) are competitive and submit the best negotiated price for the services. The rates should be as per the government approved rates in the respective states or rates approved by concerned THE BUREAU office for availing such services.
- b) The guest using the Taxi/ Rented Car services shall ensure that the starting kilometer & time and kilometer and time of leaving the taxi is duly signed. In the absence of a guest using the Taxi Services which is already booked by M/S BL as per the written request received from Bureau, M/S BL will be claiming the charges as per the confirmed indent.

(v) Food Arrangements:

Food arrangements wherever required shall be made by M/S BL at the same venue where meeting is being held within the approved budget.

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(vi) Venue Management:

Venue management like audio-video arrangements, reception management and registration desk, banners and standees, emcees, sitting arrangement on dais, flower decoration, bouquets, Genset & power backup, internet and video conferencing facility, seating arrangements, ushers, conference kits, printing material, fabrication and stall/ a stage andhall set up, arrangement of cultural programs including artists, obtaining necessary licenses/approvals, photography, videography, printing of material such as badges, invitation cards etc., material such as mementoes, bouquets, plants, etc., security arrangements, arrangement of photocopier machine, printers etc. social media coverage obtaining necessary licenses (permit as required) and other services as may be required THE BUREAU.

In case event of venue is situated inside any hotel production & AV set up services from registered vendor of hotel to be preferred to avoid any dispute on account of damage done during the production process. M/S BL will take and negotiate rates from more than one registered vendor and also explore other vendors and after comparison will submit competitive prices for the services.

- 5.6 M/S BL shall provide email id and phone number to Bureau to provide 24*7 backend support along with the escalation matrix.
- 5.7 M/S BL may send booking confirmation & update Bureau on the booking status and any further itinerary information via SMS (short messaging service) and/or email, from time to time on the mobile number, email id provided by bureau at the time of booking.
- 5.8 THE BUREAU hereby unconditionally consents:
 - i) To receive such intimation(s) via SMS and/or email by M/S BL, on the designated mobile no.'s and / or email ids. (given at the time of booking) from time to time.
 - States that such intimation(s) are not in violation with "Do not Disturb" guidelines of Telecom Regulatory Authority of India (TRAI) or any other authority in India and/or abroad,
- 5.9 M/S BL shall provide any reasonably required on-ground technical support and necessary coordination to the First Party, i.e. Bureau for smooth arrangements and coordination of the event.
- 5.10 M/S BL shall make reasonable efforts to provide personalized service to the vising team for facilitating prompt solution in case of any difficulty faces by them regarding the services booked by THE BUREAU.
- 5.11 THE BUREAU and M/S BL shall hold review meetings on a half yearly basis on the services provided by M/S BL and other related matters.

6. Termination of MoU

a) In case M/S BL fails to perform the services as defined in scope of work of this MoU, THE BUREAU may issue a warning/ notice to M/S BL and provide a reasonable cure period of not less than 7 days. If the issue remains unresolved after the above notice, THE BUREAU can terminate the contract after written notice.

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b) in case of a material breach of contract or in a circumstance when it is found that the M/S BL is reported as insolvent and / or bankrupt and / or an apprehension of such insolvency and bankruptcy is reported to THE BUREAU, THE BUREAU may serve written notice on M/S BL at any time to terminate the MoU with immediate effect. Termination of the MoU ceases further obligations, except surviving ones, without affecting prior accrued rights or liabilities.

7. Payment Terms

- i) M/S BL shall act as pure agent of THE BUREAU.
- ii) M/S BL shall provide to THE BUREAU all the original invoices towards procurement of the various services pertaining to the events. All the bills from the vendor shall be in the name of THE BUREAU and M/S BL shall ensure that the bills contain GST no. of the concerned office of THE BUREAU.
- iii) THE BUREAU shall pay to M/S BL a service fee of 10% on the Base Value (or the value exceeding excluding GST) of the invoices raised by various vendors providing service to THE BUREAU plus applicable GST on service fee.
- iv) In case of large movement i.e. where budget cost for the event in Rs.40 lakhs or more, THE BUREAU shall pay to M/S BL, an advance of 40 % to maintain sufficient cash flow.
- v) THE BUREAU's HQs will provide a floating deposit of Rs. 5 lakhs in the M/S BL account which will be settled against services provided by M/S BL. No separate floating deposit will be paid by the other offices of THE BUREAU.
- vi) The payment for air travel booking shall be strictly in terms of existing MOU effective from 05th June 2020 and further amended effective from 01.06.2022 entered into byTHE BUREAU'S HQs with M/S BL which provides for air ticket bookings at NIL service charges.
- vii) A remuneration of Rs. 3,000/- per day per manpower plus applicable taxes shall be paid towards the services of the tour manager. No service fee shall be paid to M/S BL on the remuneration of the tour manager.
- viii) M/S BL will raise the bill within 7 days of completion of the event.
- ix) Payment for all the bills raised by M/S BL towards services availed shall be made by concerned office of THE BUREAU to M/S BL directly within 10 days from the date of receipt of the bills.

x) Cancellation Charges:

In case of any changes in the Tour itinerary/Program of THE BUREAU, the same will be intimated to M/S BL by THE BUREAU at the earliest through any mode of communication like e-mail, telephone etc. However, M/S BL shall make reasonable efforts to make the alternate arrangements subject to availability and THE BUREAU shall bear additional costs if any involved in such eventually. Full/Partial cancellation, if any, the Cancellation policy of the services will be applicable on THE BUREAU. However, no service charges shall be paid by THE BUREAU to M/S BL for cancellation of any services. All other applicable

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cancellation/re-issuance charges by the respective airline/ hotel and any other vendor will be borne by THE BUREAU. THE BUREAU shallnot pay additional amount except cancellation/reissuing charges by the vendor i.e. no service fee shall be paid by THE BUREAU on such cancellation to M/S BL.

8. Severability

If for any reason whatever, any provision of this MoU is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this MoU or otherwise.

9. Modification and Variation

Any modification or variation of the terms and conditions of this MoU by both the parties for remedying any unforeseen adverse circumstances/events, including any modification or variation of the scope of the services, can only be made by written agreement between the parties.

10. Dispute Resolution and Arbitration

Both the Parties shall endeavor to amicably settle any disputes or differences arising in connection with this MOU. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

11. Indemnity

M/S BL shall indemnify and keep indemnified THE BUREAU against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of orin consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labor laws as amended from time to time. M/S BL shall indemnify, protect and save THE BUREAU against all claims, losses, costs damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrightsetc. or such other statutory infringements.

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12. Force Majeure

- a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, suchas war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by THE BUREAU in writing, the M/S BL shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- b) If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination. None of the Party shall seek any such remedies or damages for the delay and / or failure of the other Party in fulfilling its obligations underthe contract if it is the result of an event of Force Majeure.

13. Integrity Pact

M/S BL shall execute an integrity pact with THE BUREAU in terms of CVC guidelines on the matter as given in Annexure-III.

14. No Employment

Nothing in this agreement shall constitute an offer or assurance of employment of any nature whatsoever to M/S BL or any person employed/engaged by or under it for this Agreement.

15. No Third-Party Beneficiary

The Agreement is for the benefit of the parties and no third party is beneficiary of the Agreement.

16. Assignment

Neither party may assign its rights or delegate its duties under this MoU without the other party's prior written consent.

17. Confidentiality

The Parties shall keep all information shared pursuant to this Agreement confidential unless required by law /courts and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third Parties.

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18. Publicity

Any publicity by M/S BL in which the name of THE BUREAU is to be used should be done only with the explicit written permission of THE BUREAU.

19. Jurisdiction of Courts

The courts of the place from where the contract have been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

20. Liquidated Damages

If M/s B&L fails to deliver any or all of the desired Services, THE BUREAU will be entitled to deduct/recover Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, at the rate of 0.5% of the order value of delayed quantity as pre- estimated damages not exceeding 10% of the order value of delayed quantity without any controversy/ dispute of any sort whatsoever in line with mutual discussion.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals the day month and year first above written.

For and on behalf of **BUREAU OF INDIAN STANDARDS**

For and on behalf of Balmer Lawrie & Co. Ltd

प्रमोद कुमार तिवारी, आई.ए.एस. PRAMOD KUMAR TIWARI, IAS

Date: 25-06-2024 Place: NEW DELHI

Date: 25-06-2024 Place: NEW DELHI

Witnessed by:

Witness 1

Witness 2

Witnessed by:

Witness 1

अशोक कुमार गुप्ता / Ashok Kumar G सीओंओ (यात्रा) / COO (Travel ामर लॉरी एंड कं. almer Lawrie & Co. Limi ल, एनबीसीसी केन्द्र, ओखला फे 1st Floor, NBCC Centre, Okhla Pha दिल्ली / New Delhi-11002

अधिप पाल चौधरी

बामर लॉरी एण्ड कं. लि

dhip Pal Chaudhuri निदेशक (एस बी) / Director (SB

Witness' 2