

**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258208/66258191
Fax No. 091 - 022– 66258200**

NOTICE INVITING TENDER

Tender No. 0100LM1003 dated 06.02.2018

**Due date of Tender : 16.02.2018 at 14:00 hrs.
Opening of Price Bid: 16.02.2018 at 14:30 hrs.**

Sealed single bid Tender is invited for Supply of “Asbestos Hand Gloves- 12” to our Barrel Manufacturing Plant in Silvassa [Dadra & Nagar Haveli]. The tender document can be downloaded from www.balmerlawrie.com website.

1. The parties applying against the tender should be registered as Micro and Small Enterprises (MSE's) with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises and should submit duly notarized copy for eligibility.
 - a. Bids received without the documents supporting your registration as a Micro or Small Enterprises as above, will be rejected.
2. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy) :-
 - a. Under provisions of above titled policy **Hand Gloves** procurement is under reserved list and need to be procured only from Micro and Small Enterprises (MSEs) subject to following criteria :-
 - i. Subject to other terms & conditions stated in the tender document, 100% quantity of the proposed tender referred in para 1 above is earmarked for Micro and Small Enterprises.
 - ii. Micro and Small Enterprises will be provided tender document free of cost and will be exempted from payment of EMD.
 - iii. The above provisions shall apply to Micro and Small Enterprises registered with District Industri Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

Contact details

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

Contact Persons:

Shri Nayan Yadav – Mob -08879294183, 022 66258191, email ID :
yadav.nd@balmerlawrie.com

Smt Amanda Couto – Mob-09004002269, 022 66258208,email ID:
amanda.c@balmerlawrie.com

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. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Talaja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

A. Instructions for bidders

1. Sealed Single bid Tenders are invited from reputed suppliers/manufacturers for supply of “Asbestos Hand Gloves – 12” as per detailed specification contained in Annexure I of this tender for our plant at Silvassa. **Please Refer to Annexure – I for detailed Technical Specifications**
2. The tender is invited in **Single-Bid System**. **The tender documents consists of Techno/Commercial & Price Bid.**
3. All documents required in the tender can be deposited in the Tender Box at the following address, “Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001”
4. Important points to be noted

4.1 Due date for submission of bids 16.02.2018 at 14:00 hrs.
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4.2 Price Bid opening on 16.02.2018 at 14:30 hrs.

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.**"

BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

This document is the Tender.

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

- 5. MSEs HAVING VALID REGISTRATION AS PER PROVISION OF THE PUBLIC PROCUREMENT POLICY 2012 I.E. REGISTRATION WITH THE SPECIFIC DEPARTMENT [*NSIC / MSME / DIC /] SPECIFIED BY MSME DIRECTORATE ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT. *HOWEVER, MSEs REGISTERED WITH NSIC NEED TO HAVE REGISTRATION UNDER SINGLE POINT REGISTRATION SCHEME OF NSIC TO BE ELIGIBLE FOR SUCH EXEMPTION.**

NOTE: - Bidder having NSIC/MSME/DIC Registration needs to attach complete set of copies of valid Certificate applicable for the tendered item/service.

Unless otherwise agreed to in terms of the Purchase Order, the price shall be firm till execution of entire contract.

6. 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 the BL's website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

7. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I - Scope of Supply
- E. Annexure II – GST Compliances
- F. Annexure III – Details of vendors
- G. Annexures IV – Price Bid.
- H. Annexure V – Address of Balmer Lawrie location
- I. Annexure VI - Bank Details for SWIFT/RTGS Transfers
- J. Annexure VIII- Code of Conduct for Balmer Lawrie & Co. Suppliers

The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications 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.

8. Late Bids

No bids will be accepted after the bid closing date.

9. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

10. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not submit the supporting documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the Provisional GST Number as per Annexure- II 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.

11. 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*)

12. Complete Scope of Work

The complete scope of work has been defined in Annexure I of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.

13. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Deviation from technical specifications, as given in the tender document Annexure-I would invite immediate disqualification from further consideration of the bid.

14. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

15. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined in Annexure – IV below.

a. Price Bid (Annexure IV is Price Bid)

The lowest bidder will be decided based on the Lowest Nett delivered price (NDP) for the location in Indian Rupee, for the item mentioned in the scope of supply.

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.

The quoted price should be firm till the completion of the Order quantity placed on the successful bidder.

Price bid should be filled as per the Price Bid format provided (Refer Annexure – V)

- b. The bidders are requested to submit the sealed offer alongwith required documents to the Tender Inviting Authority before the due date at our Ballard Estate Office [Basement] at 5,J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**

B. SPECIAL TERMS & CONDITIONS

1. Security Deposit (SD)

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001.

The Security Deposit to be submitted within 10 days of receipt of the Purchase Order. **Security Deposit can also 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.**

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

- The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- **Payment of supply made will be released only after receipt of Security Deposit.**

C. Security Deposit is liable for forfeiture, if

- (a) Non supply after Acceptance of Purchase Order.
- (b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- (c) Successful bidder violates the tender condition,
- (d) If the performance of the bidder is found to be unsatisfactory.
- (e) Security Deposit will be refunded only after successful completion of the contract.

2. Payment Terms:

Our payment terms are as follows:

Payment for the accepted material will be made within **30 days** from the date of receipt of the material or bill whichever is later. Payments for supply at different locations shall be made from the respective location.

Consignment should be accompanied by valid documents such as Delivery Challan, Tax Invoice under GST. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

3. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the provisional GST Number as per Annexure III 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.

4. Tenderer should quoted only rate per pair basis and any other basis is not acceptable.

5. Stocks – Successful tenderer shall maintain 1/6 of the ordered quantity as stock in their stock point at any point of time at their own cost.

6. Delivery Period – The supplier should ensure despatch of the item as per the call-up received from the plant from time to time.

7. Risk Purchase

In case delivery of material is not effected as per given schedule from time to time, we reserve the right to prune the order quantity to the extent it is purchased from the market at your cost and risk. The deduction on account of such procurement, if any, will be recovered from your due payments / security desposit.

8. Award of Contract

100% of our quantity requirement will be placed on L1 party only.

In the event there are more than one L1 party, the quantity will be split equally.

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

9. Testing / Inspection

- i) Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
- ii) It must be noted that it is not incumbent upon the company to check and test each and every lot of “**Asbestos Hand Gloves**”. The company shall make only random checks in accordance with the inspection procedure. The tenderer should therefore take note of all requirements before submission of tender. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.

10. Delivery of “Asbestos Hand Gloves”

- i) To our plant at Silvassa, (address given as Annexure-V). Delivery schedule given from time to time for the location should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.
- ii) The item should be packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material should be suitably protected from water ingress especially during monsoon. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packaging.
- iii) All costs related to unloading & stacking of material at the plant shall be at the supplier's account.

11. Validity of the Contract :

The Contract if any awarded against this tender will be valid for 12 months [tentatively from February, 2018 to January, 2019] or till completion of ordered quantity as per call-up given. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward with mutual consent.

12. Transit Risk Insurance

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to BL's plant.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

13. 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. It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document-Annexure – I would invite immediate dis-qualification from further consideration of the bid.**

14. Tender Evaluation

The tender would be finalized on the basis of Lowest Nett delivered price (NDP) for the location. and as such it would be in the interest of the bidders to quote their most competitive price.

15. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.

16. Despatch Instructions

Unless otherwise specifically advised in writing, the goods shall not be despatched without prior receipt of purchase order issued by BL.

17. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.

C. GENERAL TERMS AND CONDITIONS

1. Introduction

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. Scope of Supply

Scope of Supply for the tender shall be as mentioned in Annexure I.

3. Reference for Documentation

Purchase Order Number must appear on all correspondence, drawings, invoices, packing and on any documents or papers connected with the order.

4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions.

5. 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.

6. Rejection of Bids

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

7. Delays

7.1 Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

7.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Risk Purchase Clause as mentioned in Special Terms & Conditions Clause no. 7.

8. 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. Limited 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 therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract

9. 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

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ceased to exist and decision of the ED[IP], 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.

10. 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.

11. Price

The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic.

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm and not subject to escalation for any reason whatsoever till execution of entire order.

12. Sub-Contracts

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

13. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

14. 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 Security Deposit will be forfeited

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.

ANNEXURE-I

D. SCOPE OF SUPPLY

Asbestos Hand Gloves

- > Material- Made from Asbestos Cloth.
- > Total Length : 12"
- > Heat resistance range upto 350 degrees
- > Superior flannel lining
- > Proper stitching at web and the joints
- > Enough margin to be provided near the stitching so as to prevent opening of the stitch while in stretching condition.

Quantity required ... 6000 pairs per year.

(Quantity will be drawn by us on "As and when required basis")

Note: 1. The Vendor should visit our Ballard Estate Office/Silvassa Plant and see the sample before submitting their offer.

ANNEXURE II

a) GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-III 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE-III

F. DETAILS OF VENDOR

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number & PAN No.	
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	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	

ANNEXURE-IV

G. PRICE BID – to be filled by BIDDER

Sr. No.	Description	Rate/ pair	Silvassa
			Rs./pair
A.	Basic rate (Rs. per pair)	Input by Seller	
B.	Freight Charges	Input by Seller	
C.	GST %	% of (A+B)	
D	Total landed price		
E	Less : GST		
F	Net Landed Price		

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE - V

H. ADDRESS OF VARIOUS BALMER LAWRIE PLANTS

- 1. Balmer Lawrie & Co Ltd,Industrial Packaging
Survey no. 23/1/1, Khadoli Village
Silvassa-396230 (UT of Dadra Nagar & Haveli**

ANNEXURE VI

I. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	L. Vendor's e mail id	

J. 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

- o to comply with the laws of the applicable legal system(s).

f Prohibition of corruption and bribery

- o 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

- o 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;
- o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o to comply with the maximum number of working hours laid down in the applicable laws;
 - o 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**
 - o to employ no workers under the age of 18;
- f Health and safety of employees**
 - o to take responsibility for the health and safety of its employees;
- o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - o to provide training and ensure that employees are educated in health and safety issues;
 - o to set up or use a reasonable occupational health & safety management system;
- f Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
- o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;
- f Supply chain**
 - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - o to comply with the principles of non-discrimination with regard to supplier selection and treatment.