



**SBU: TRAVEL & VACATIONS**  
**4<sup>th</sup> FLOOR, BALMER LAWRIE BUILDING,**  
**5- JN HEREDIA MARG, BALLARD ESTATE,**  
**MUMBAI – 400 001**  
**CIN-LI5492WB1924GOI004835**

**TENDER NO: BL/T&V/MUM/004 dated 18/01/2019**

**TENDER DUE DATE & TIME: [28/01/2019 at 12.00 PM]**

**TWO BID: Pre- Qualification & Price Bid**

**Tender Document for**

**[Supply of Printed America & Europe Brochure]**

**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.

**INDEX**

<b>S. NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1	Notice Inviting Tender	3
2	Introduction	4
3	Scope of Work	6
4	General Terms and conditions	8
5	Declaration accepting terms & conditions by bidder	11
6	Particulars of the organization	12
7	Pre - Qualifications	13
8	Price	14
8	Conditions for online bid submission	15
9	Code of conduct for Balmer Lawrie & Co Suppliers	16

**NOTICE INVITING TENDER**

Online Two bid e-tenders are invited for supply of “ America & Europe 2019 Printed Brochure” to our Ballard Estate office through the Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in> Tenderers may download Notice Inviting Tender along with other tender documents from our site [www.balmerlawrie.com](http://www.balmerlawrie.com) The tenderer shall furnish the required information in Annexure A along with supporting documents, tender form and declaration of acceptance of tender terms along with Technical & Price Bid.

**The bidder should be registered in Balmer Lawrie web portal through C1 India for online e-bidding.**

**Contact details**

<b>Balmer Lawrie &amp; Co. Ltd.</b> SBU- Travel & Vacations 5 J.N Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt. Ltd.</b> 603, Coral Classic, 20 <sup>th</sup> Road, Near Ambedkar Park, Chembur Mumbai – 400071
Contact Persons: 1. Shri Vikas Pednekar- Mob: 09167842129, 022 61983379 Email ID: <a href="mailto:vikas@vacationsexotica.com">vikas@vacationsexotica.com</a> 2. Shri Sanat Hegde Mob: 09619652169 Email ID: <a href="mailto:sanat.hegde@vacationsexotica.com">sanat.hegde@vacationsexotica.com</a>	Contact Persons: 1. Ms Ujwala Shimpi ( Mumbai) Tel: 022 66865608, email : <a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a> 2. Mr.Tirtha Das (Kolkata) Mob.9163254290, e.mail <a href="mailto:Tirtha.das@c1india.com">Tirtha.das@c1india.com</a>

S. No	Description	Details
1	Name of Work	<b>Supply of America &amp; Europe 2019 Printed Brochures</b>
2	Tender No	<b>BL/T&amp;V-MUM/004</b>
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Completion period	10 days from date of LOI or Purchase Order
5	Tender Fee	Not applicable for this tender
6	EMD	<b>Rs. 3000/-</b>
7	Opening of Tenders	<b>28/01/2019 at 12.00 PM</b>

➤ **LIST OF DOCUMENTS TO BE SUBMITTED**

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- Income Tax PAN certificate copy.
- GST registration certificate

➤ **VERIFICATION OF DOCUMENTS**

- Tenderers or their authorized representative may be required to come to our office positively as intimated along with all original documents.
- Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- Any party submitting the false or forged documents may be put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

➤ **SPECIAL NOTE**

- Bids can only be submitted before the last date and time as per the date and time mentioned in the tender. Bidders are advised in their own interest to ensure that bids are submitted by eproc and hard copy of supporting documents in sealed envelope and sample of Sling Bag & Toiletry Kit Bag (free of cost) as per tender specifications, be submitted well before the closing date and time of bid.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time in the Balmer Lawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com). The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

➤ **SUBMISSION OF TENDER DOCUMENTS**

- The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- The sole proprietor or authorised representative shall sign all documents that need to be enclosed with tender document. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be produced.

**SCOPE OF WORK**

**1. America Brochure 2019**

SI No.	Description	Quantity in Numbers
1.	<p><b><u>Supply of Printed Brochures :</u></b></p> <p><b>Product : America Brochure 2019</b>  <b>A4 Size : 210mm (width) x 297mm (height)</b>  <b>Pages : 4 + 188 pages</b>  <b>Cover Paper : 300 GSM Art Card</b>  <b>Front &amp; Back Cover : Thermal Matt lamination</b>  <b>Inside pages paper: 100 GSM art paper</b>  <b>Binding : Sewing Perfect Binding</b></p> <p>The Price should be inclusive of package cost i.e. corrugated box (4 ply), for making ready for courier. Per box should contain 25 brochures.</p> <p>Final printing should be strictly as per our approved final proof  Final artwork in (Illustrator format/ PDF) will be provided by the company</p>	3000

**2. EUROPE Brochure 2019**

SI No.	Description	Quantity in Numbers
1.	<p><b><u>Supply of Printed Brochures :</u></b></p> <p><b>Product : EUROPE Brochure 2019</b>  <b>Size : 210mm (width) x 297mm (height)</b>  <b>Pages : 4 + 232 pages</b>  <b>Cover Paper : 300 GSM Art paper</b>  <b>Front &amp; Back Cover : Thermal Matt lamination</b>  <b>Inside pages paper: 100 GSM art paper</b></p> <p><b>Binding : Sewing Perfect Binding</b></p> <p>The Price should be inclusive of package cost i.e. corrugated box (4 ply), for making ready for courier. Per box should contain 25 brochures.</p> <p>Final printing should be strictly as per our approved final proof  Final artwork in (Illustrator format/PDF) will be provided by the company</p>	3000

## **IMPORTANT NOTE:**

- **The L1 status will be decided on the basis of consolidated total amount given in price bid for both America & Europe Brochures.**

## **SPECIAL INSTRUCTION**

- 1 In case of any technical clarification/query on brochure printing, the tenderers may contact Mr. Vikas, Manager(Creative) at our Ballard Estate, Mumbai Office [Mobile No. 09167842129]
- 2 The final art work will be provided by company to vendor and vendor will provide proof brochure dummy as per art work
- 3 The printing should be undertaken only after approval given by the company.

**GENERAL TERMS AND CONDITIONS**

**1. Eligibility Criteria**

- a) Payment of Interest Free EMD of Rs. **[3,000/-]**
- b) Bidder should be register vendor with Balmer Lawrie & Co Ltd, SBU: Travel & Vacations, Mumbai or any other unit of Balmer Lawrie & Co. Ltd.
- c) **MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED HAVING UAN NUMBER (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.**  
NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item. If such bidders are registered as belonging to Scheduled Caste / Scheduled Tribe, the valid certificates for the same also need to be attached
- d) **Bidder should provide complete, one free sample each of America & Europe brochure as per tender specifications.**
- e) **Non MSME vendor has to submit the EMD instrument along with the free sample. The sample should be totally sealed packed and submitted to Balmer Lawrie office before the due date.**

**2. Submission Of Bids**

- a. **Technical Bid** - The Technical Bids will be opened on the scheduled date.  
BL will evaluate and shortlist the offered sample product, by comparing and conforming to the technical criteria mentioned in the scope of work. The sample brochure which matches the criteria mentioned in the technical specifications would be shortlisted. The decision of the Company will be final and binding on the bidder(s).
- b. **Price Bid** - For Price Bid, only the rates are to be submitted as per given format.

**3. Opening Price Bid**

The price bid of technically qualified bidders, whose sample product has been suitable / approved by the BL committee, shall be opened.

**4. Acceptance of offers**

- 4.1 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.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage. Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 4.3 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also 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.

- 4.4 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.

## **5. Negotiations**

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

## **6. Price :**

The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period. The quoted rates shall be valid for a period of minimum 90 days from the date of opening the price Bid.

## **7. Late Bids**

No bidding is admissible in the E-Proc platform after the bid closing date.

## **8. Notification Of Award**

Prior to the expiration of the period of Bid validity, Balmer Lawrie will place purchase order or letter of intent on the successful bidder(s).

## **9. Completion & Delivery schedule**

America & Europe brochure should be printed within 10 days of issuance of purchase order. The physical verification of entire printed lot will be done by representative of Balmer Lawrie Co. Ltd and the joint physical verification report shall be prepared and same should be enclosed with the bill.

The requirement of brochures will be intimated from time to time and the same after completion of printing will be in your care. The brochures have to be in perfect conditions till the time their couriered to our various PAN India offices. Balmer Lawrie will arrange courier agency for pick up from your office/ printing press for PAN India delivery. For Balmer Lawrie local office, brochures should be delivered at free of cost. Courier charges for PAN India will be borne by Balmer Lawrie Co. Ltd.



#### 10. Risk and cost

In case of failure to maintain delivery schedule or any damage in the consignment i.e paper damage, color faded, binding, improper cutting/folding of papers etc, company require to arrange printing from other source to get the work done on "risk & cost" of the contractors, the additional amount, incurred by the company on this account will be recovered from the contractor's bill.

#### 11. 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.

#### 12. Security Deposit / EMD

**While submission of bid online, the bidders are requested to submit the demand drafts / bank guarantee towards / EMD, to the Tender Inviting Authority before the due date at our Ballard Estate Office. 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.** The Earnest Money Deposit of Rs. 3000.00 of the successful bidders will be converted into Non-interest bearing Security Deposit (SD) and shall be retained as Security Deposit till completion of delivery of entire lot. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract.

**L1 MSME vendor has to be submit the Rs. 3000 as security deposit.**

#### 13. Payment Terms

Payment will be released within 30 (thirty) days from the date of submission of invoice, duly supported with physical verifications report for the entire lot, after due certification by our authorized official.

#### 13. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

#### 14. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

### **15. Confidentiality**

In terms of printing the brochure, any images, textual content, etc. should be kept confidential. No part of the brochure can be copied in electronic or mechanical form without the prior permission of Balmer Lawrie & Co. Ltd (Travel & Vacations). Any violation will be liable for legal action.

### **16. Termination**

Without prejudice to BL's 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
- 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 Balmer Lawrie, acting on which misrepresentation, Balmer Lawrie has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop the service.

On termination of the contract, without prejudice to any other right or remedy available to Balmer Lawrie under the contract, in the event of Balmer Lawrie 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 EMD / Security Deposit will be forfeited

### **17. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at 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.

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/T&V-MUM/004 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**PARTICULARS OF THE TENDERER'S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed	
<b>10</b>	Whether copy of latest Income Tax Return enclosed	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate enclosed	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSMED Act	
<b>15</b>	Incase registered MSME, please provide following a. Registration Number & Copy for the same b. Whether owner belong to SC/ST category (Kindly give the details) c. UAN number to be quoted	

## Pre- Qualifications / Technical Criteria

### America & Europe Brochure 2019

Sl.No.	Criteria	Documents need to produce
1	<p>Sample of 1 Europe &amp; 1 America brochure fulfilling the criteria of scope of work mentioned in the tender document, to be provided with no commercial value, as free sample. The sample should be totally sealed packed and submitted to Balmer Lawrie office (Mumbai) before the due date. Vendor from outside Mumbai, has to courier the sample to Mumbai office before the due date. Price bid would be opened only of the vendors, whose sample is matching the scope of work.</p> <p><b>Kindly note the sample submitted should match the final print delivery.</b></p>	1 Sample each of Europe and America brochure
2	Company's Permanent Account No (PAN No) & GST No	Copy of Certificate

Place-----

Signature of Tenderer

Date-----

Name & Address

**PRICE BID**

Sl.No.	Description	Quantity	Rate per copy (Rs)	Total Amt (Rs)
1.	<p>a. <b>Product : AMERICA Brochure 2019</b>  A4 Size : 210mm (width) x 297mm (height)  Pages : 4 + 188 pages</p> <p>Cover Paper : 300 GSM Art Card  Front &amp; Back Cover : Thermal Matt lamination  Inside pages paper: 100 GSM art paper</p> <p>Binding : Sewing Perfect Binding</p>	3000		
	<p>b. <b>Product : EUROPE Brochure 2019</b>  Size : 210mm (width) x 297mm (height)  Pages : 4 + 232 pages</p> <p>Cover Paper : 300 GSM Art paper  Front &amp; Back Cover : Thermal Matt lamination  Inside pages paper: 100 GSM art paper</p> <p>Binding : Sewing Perfect Binding</p>	3000		
	<p>c. <b>NOTE:</b>  The Price should be inclusive of package cost i.e. corrugated box (4 ply), for making ready for courier. Per box should contain 25 brochures each of Europe &amp; America.</p> <p>Final printing should be strictly as per our approved final proof  Final artwork in (Illustrator/ PDF format) will be provided by the company.</p>			
2.	<b>Sub- Total</b>	<b>6000</b>		
3.	<b>GST</b>		@ _____ %	
4.	Any Other Tax/Duty [Please Mention]			
5.	<b>Grand Total</b>			

**Total Amount in Words:**

Place-----

Signature of Tenderer

Date-----

Name & Address

**NOTE: The status of L1 vendor for America & Europe brochure, would be decided on the basis of the total cost quoted for 6,000 copies.**

CONDITIONS FOR ONLINE BID SUBMISSION

ANNEXURE – A

1. **Registration with e.Procurement platform:**  
For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.  
Contact Nos. and email IDs for C1 India helpdesk officers  
**Mr.Ritabrata Chakraborty (at Kolkata) , [ritabrata.chakraborty@c1india.com](mailto:ritabrata.chakraborty@c1india.com), +91- 08697910411**  
**Mr.Tuhin Gosh, [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com) ,+91-898115071**
2. **Pre-Requisites before Login to System (Software requirements.)**
  - a. **Minimum System Requirements:**
    - Pentium III or Later Processor
    - Minimum of 128 MB of RAM
    - Minimum 1 USB port (If Certificate is in USB Token)
    - DSC Dongle driver should be installed before logging in
    - Reliable Internet Connectivity
    - Certificate with full chain
    - Certificate should not be expired it should be valid certificate
  - b. **Operating System:**
    - Windows 2000 Professional
    - Windows XP
  - c. **Browser Version:**
    - Internet Explorer Versions 6.0 SP2 and above
  - d. **Java Component:**
    - Go to Control panel>Add/Remove Programs>
    - Check whether Java Runtime Environment is installed on your machine or not.
3. **Procedure for Bid Submission :** The bidder shall submit his response through bid submission to the tender on e. Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.
4. **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform.All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.
5. **Bid Submission Acknowledgement:** The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
6. **Submission of Hard copies: After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.** 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 or non-receipt 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.
7. **Disclaimer Clause :**The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Signature and Seal of Tenderer

**ANNEXURE – B**

**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.

- 1. The supplier declares herewith: Legal compliance**
  - To comply with the laws of the applicable legal system(s).
- 2. 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.
- 3. 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.
- 4. Prohibition of child labor**
  - To employ no workers under the age of 18;
- 5. 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.
- 6. 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;
- 7. 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.

**Signature and Seal of Tenderer**