

Unit -101-103, Ascot Centre, D.P. Road, Near ITC Grand Maratha Hotel, Andheri East, Mumbai – 400099

NOTICE INVITING TENDER

Tender No. BL/LS/MUM/019/2019-20 dated 11 July 2019

Due date of Tender: 22 July 2019 at 11.00 hours Opening of Technical Bid: 22 July 2019 at 11.30 hours

Online Two Bid e-tender are invited from registered vendors for providing "**Documentation Services**" at our offices situated at various locations in Western Region through Balmer Lawrie e-procurement portal https://balmerlawrie.eproc.in

The tender document can be downloaded from www.balmerlawrie.com

The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e. bidding

Balmer Lawrie & Co. Ltd. Unit No.101-103, Ascot Centre D P Road, Near I T C Grand Maratha, Andheri [E], Mumbai - 400 099	C1 India Pvt. Ltd. 603, Coral Classic, 20 th Road, Near Ambedkar Park, Chembur Mumbai- 400 071
Contact Persons: 1] Mr Zakir Khan Mobile - 9987842122 / 022-68490815 khan.z@balmerlawrie.com	Contact Person 1.Ms. Ujwala Shimpi,Land No 022 66865608 Email – ujwala.shimpi@c1india.com 2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com
2] Mr Prakash Kesare Mobile - 9920466433 / 66361226 kesare.pp@balmerlawrie.com	3. Mr.Tuhin Ghosh,Mob.08981165071 Email – tuhin.ghosh@c1india.com 4.Mr.CH.ManiSankar(Chennai),+91-8939284159Email—chikkavarapu.manisankar@c1india.com 5. Mr.Partha Ghosh,Mob.0 08811093299Email – partha.ghosh@c1india.com

1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, Netaji Subhas Road, Kolkata – 700 001 having its 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 Taloja (Navi Mumbai). Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

Instructions for bidders

- 1. Two Bid (Pre-Qualification Bid **AND** Price Bid) Tenders are invited from registered vendors for providing "House Keeping Services" as per detailed Scope of Work contained in Annexure II of this tender.
- 2. Contractors, Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.
- 3. The tender is invited in Two Bid System: Pre-Qualification Bid and Price Bid
- 4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification Bid can be submitted only after the online bid submission.
- 5. The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term <u>"BL"</u> wherever mentioned in the tender document refers to <u>"Balmer</u> 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.

6. Bid Security / Earnest Money Deposit (EMD) / Security Deposit—As per Clause No. 2 & 6 of the General Terms & Conditions of this Tender document.

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM number is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure XIII.

Failure to submit above mentioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

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 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.

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

The Tender document consists of:

SN	Contents	Annexure
1	General Information	I
2	Scope of Service	II
3	Pre-Qualification Terms	III
4	Special Terms and Conditions	IV
5	General Terms and Conditions	V
6	Vendors Obligation	VI
7	Details of Vendor	VII
8	GST Compliances	VIII
9	Additional details of Vendor	IX
10	Price Bid –manpower cost	X
11	Format of Bank Guarantee	XI
12	Indemnity Bond	XII
13	CPPP Declaration	XIII
14	Conditions for Online Bid Submission	XIV
15	Code of Conduct for BL Suppliers	XV
16	Bank details for SWIFT/RTGS Transfers	XVI

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

7.1 Late Bids

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

7.2 **Bid Validity**

The offer shall remain valid for a minimum period of 60 days from the date of opening of the Price Bid.

7.3 Bid Rejection Criteria

A bid may be rejected if

- i. The bidders fails to send the Earnest Money Deposit (EMD) amount within the bid due date
- ii. The bidder does not meet the Eligibility Criteria and / or non submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender. Contractors, Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender

7.4 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)

7.5 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 E-procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

ANNEXURE - I

GENERAL INFORMATION

This tender document is prepared to define the scope of work. All pages of this document issued at the time of execution, shall form the integral part of the contract.

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

> Confirmation on the scope as detailed out in this tender.

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

ANNEXURE-II

SCOPE OF WORK – Logistics Services Division

SN	Description of Work		
	Estimated numbers of personnel required for completion of job is		
Α	09(nine)		
	Timings 09.00 am to 06.00 pm (Monday to Friday). However, timings will be		
	fixed based on requirement. Sunday will be treated as Off-day. However,		
	emergencies will have to be attended		
В			
1	Collection of Delivery orders from shipping company		
2	Collection of documents from freight forwarders and Airline.		
3	Delivery of documents, bills to Customers.		
4	Collection of payments from Customers.		
5	Submitting letters and collecting DD/Pay orders from Bank and such services		
6	Filling of records in respective job files.		

ANNEXURE III

Pre-Qualification Criteria

The interested bidders have to provide documentary proof for the information

provided and should fulfill the following criteria.

SN	Description	Documents to be provided
0.1	2 de computation	Decamente to so provided
1	Minimum 5 years experience of handing similar job with PSU and Government Organization	Proof of experience / Satisfactory Service Certificate
2	Should have executed / executing similar job of value not less than Rs. 2.00 lakhs per month	Documentary evidence / Copy of Purchase Order
3	Should not be blacklisted by any PSU / Govt. Dept/ Govt. Agencies	Self Declaration duly signed by Authorized Signatory
4	Registration Code No. – Provident Fund	Self certified copy
5	Registration Code No. – ESIC	Self certified copy
6	Contract Labour License	Self certified copy
7	Shops & Establishment License	Self certified copy
8	Company's Income Tax PAN Number	Self certified copy
9	GST Registration Number	Self certified copy
10	Bidder should not be Employee of Balmer Lawrie or his / her Family members / relative	Self Declaration
11	Retired Employees cannot participate within two years of his / her retirement	Self Declaration
12	Unresolved issues, disputes, complaints, legal or court cases pending as on date	Self declaration

NOTE

The technical bid will be opened first. Price bids of those vendors who are qualified under the pre-qualification criteria shall be considered for price bid opening. In the event of non-submission of documents / data sought above, the vendors shall be disqualified for consideration of price bid opening.

ANNEXURE - IV

SPECIAL TERMS AND CONDITIONS

- 1. Bidder should quote in the Price Bid format and should be in line with the Minimum Wage applicable as per Maharashtra State Government.
- 2. 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.
- 3. **Period of Contract** The contract will be for a period of one year effective 01 August 2019 to 31 July 2020. Based on performance, the contract may be mutually extended for further period of one year on same terms and conditions after expiry of initial Agreement.

The quoted price should be firm throughout the contract period. However, any change in minimum wage / DA as per Maharashtra State Government Gazette will be considered for payment by the Company during the tender period. The contractor has to ensure that the minimum wage is paid as per Maharashtra government notification to all their employees during the tender period.

- 4. Tender Evaluation: The tender would be finalized on the basis of Lowest L1 considering Fixed Service Charges. (Annexure X)
- 5. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
- 6. 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.
- 7. The Bidders Office should be located in and around Mumbai

ANNEXURE-V

GENERAL TERMS & CONDITIONS

1. 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. Earnest Money Deposit (EMD)

Interest Free Earnest Money Deposit of **Rs.5,000**/- (Rupees Five Thousand only) in favour of Balmer Lawrie & Co. Ltd. by way of Demand Draft / Pay Order payable at Mumbai to be made from a Scheduled Indian Bank and to be deposited within the due date of the tender

Earnest Money Deposit can also be made directly to our IndusInd Bank (Account No. 200002273062, NEFT Code – IFSC code INDB0000018) through electronic transfer and proof of transfer of funds deposited with us.

For accepted bidders, EMD can be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

Offers received without EMD will be rejected.

Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should be deposited in the Tender Box (Ground Floor) prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line.

UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

EMD will be refunded by cheque to unsuccessful bidders after finalization of tender

In case of failure to comply with enquiry terms, the Company reserves the right to cancel order / forfeit EMD.

EMD is liable to forfeiture if:

- (a) Withdrawal of offer during validity period of the offer.
- (b) Non acceptance of Order within the stipulated time.
- (c) Any unilateral revision made by the bidder during the validity period of offer.
- (e) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- (f) Non submission of Security Deposit
- 3. Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled
- 4. The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this Oder in writing or through email and shall there by confirm his acceptance of purchase order in entirely without exceptions.
- 5. Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

6. Security Deposit:

Security Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) to be deposited within 15 days of receipt of Purchase Order in the form of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai or Bank Guarantee valid for 18 months in BL's format (Annexure XIII)

The Security Deposit will not bear any interest.

The Security Deposit can be adjusted to the extent of EMD amount for the successful bidder.

The Security Deposit will be refunded only after successful completion of the contract without any legal / statutory liability.

Security Deposit is liable for forfeiture if –

- a) Withdrawal of offer during validity period
- b) Unsatisfactory services i.e failed to fulfil the results as per the requirement of the Company during the validity of the contract.
- c) The Contractor damages or loses records /documents of the Company and/or fails in statutory compliances.
- d) The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- e) The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.

- f) The license of the Contractor is withdrawn / cancelled by any statutory / legal authorities during the validity of the contract.
- g) Successful Contractor violates the tender condition.
- h) Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions without any legal / statutory liability. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any, on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

7. **Validity of Quotation**: The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.

8. Submission of Online Bids

The Price Bid should not contain any information other than the price. The Price Bid should be filled as per the online Price Bid format provided.

9. Acceptance of offers

- 9.1 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.
- 9.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 9.3 Balmer Lawrie 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
- 9.4 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.
- 9.5 In the event of L1 being more than one bidder, the period of this tender may be equally divided among the L1 bidders or negotiate with all the L1 bidders at the discretion of BL.

10. Negotiations

10.1 Balmer Lawrie reserves the right to negotiate with only L1 Tenderer. The 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.

10.2 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.

10.3 Price Variation

The price should be firm during the contract period 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.

10.4 Notification of Award

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

- 11. 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 in writing. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.
- 12. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated

13. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY / HEALTH / ENVIRONMENT NORMS, RULES & REGULATIONS

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

14. Safety

The bidders are strictly advised to follow the various safety aspects as per HSE norms pertaining to the work. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

15. 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.

16. Delay in providing services

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause No. 20.

17. Price

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.

18. Payment Terms

Payment will be made within 7 days from date of submission of bill. Only one invoice per month will be accepted. Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

The monthly bills should accompany necessary statutory documents like evidence of payment towards ESIC, PF, etc. as also overall records of job done.

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

19. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

20. Risk Purchase

In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us would be recovered from the party's due payments or security amount held with us.

21. 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 that may arise against the company during the contract period. An Indemnity Bond (Annexure XII) is to be executed by the successful L1 bidder within 5 days of the receipt of PO. 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.

22. PF / Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

The Contract Labour (Regulation & Abolition) Act 1970 & Rules

The Employees Provident Funds and Miscellaneous Provisions Act 1952 & Rules

The Employees State Insurance Act 1948 & rules

The Minimum Wages Act 1948 & rules

The Employees Compensation Act 1923 & Rules

The Bombay Shops & Establishment Act 1948 & Rules

And other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

To ensure compliance of all rules related to Cleanliness and Housekeeping as promulgated by BMC, BPT & other Statutory Authority.

The personnel deployed in the Company's premises by the Contractor should be 18 years & above of age and below 58 years and shall be fully qualified in all respects to carry out the activities for which he has been deployed.

The contractor shall issue its I-Card and equip the personnel deployed by him in the Company's premises with all the necessary implements, dress and safety equipment.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

23. Insurance

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of Balmer Lawrie & Co Ltd for coverage of Workmen's compensation and employees' liability insurance.

24. Penalty Due to Non-performance

In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "Risks and Cost" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

In case of damage to employee and property by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the Officer in Charge or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's 'Risk and Cost' and charges on account of such losses will be fully recovered from Contractor's bills.

25. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

26. 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. 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. The award shall be a speaking award stating reason thereof and is final and binding on the parties. The proceedings shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

"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"

27. 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 ceased to exist and decision of Regional Administrative Head, 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

28. Termination

- (a) The contract can be terminated by giving three months' notice by either party in writing.
- (b) BL may terminate immediately the contract of any part thereof by a written notice to the bidder if -
 - (i) The bidder fails to comply with any terms and conditions of the Contract
 - (ii) Deterioration in the quality of service and complaints of which the Company will be the sole judge.
 - (iii) The bidder informs BL of its inability to deliver the item / service or any part thereof within the stipulated Delivery / Contract period or such inability otherwise becomes apparent.
 - (iv) The bidders becomes bankrupt or goes into liquidation
 - (v) The bidder has misrepresented to BL acting on which misrepresentation, BL has placed the Purchase Order on the bidder
 - (vi) Non compliances of statutory requirements

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply / service as per the Purchase Order and vacate the company premises.

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 EMD / Security Deposit will be forfeited.

NOTE: Wherever any dispute regarding the job arises, the decision of BL would be final and binding on the bidder.

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

Company Seal	Signature	
	Name	

Designation	
Company	
Date	

ANNEXURE - VI

VENDORS OBLIGATION

- 1) The Contractor should have necessary PF, ESIC/Workmen's Compensation policy registration (if applicable), PAN No., and Service Tax No. Relevant documents to be attached along with the offer. "APPLIED" status for statutory licenses & documents is not acceptable by the company. The Contractor shall submit the documentary proof in support of the same.
- 2) The Contractor will have to maintain daily checklist to record jobs done at locations, to be certified by Contractor's supervisor and should be enclosed with the monthly bills.
- 3) The Contractor's workmen should be easily traceable within the Company's premises and shall have to strictly follow the Company's direction relating to job, etc.
- 4) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen and provide alternate resources.
- 5) The Contractor has to pay wages applicable as per the Minimum Wages Act applicable to State Government.
- 6) The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of this Contract or for any damage or compensation due to any dispute between the Contractor and his employees. All liabilities arising out of the various labour laws/enactment of State/Central Government and Municipal Corporation in force during the tenure of the Contract shall be part of Contractor's responsibilities.
- 7) The Company reserves the right to terminate the contract by giving one month's notice in case contractor's services are found unsatisfactory and the security deposit of the party will stands forfeited.
- 8) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.

- 9) The Contractor will ensure that the workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- 10) The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of the contract. The Contractor would be liable to observe all safety, security rules and regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.
- 11) The Contractor shall arrange to obtain necessary entry permits from Officer-in-Charge for the personnel engaged by him and issue them identification cards.
- 12) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 13) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- 14) The labour engaged by the Contractor shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of indiscipline, in-subordination or rowdism.
- 15) While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.
- In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of the Company at his risk and cost.

27) **PAYMENT OF MINIMUM WAGES**

- The Contractor will pay minimum wages as prescribed by Maharashtra State Government from time to time.
- ➤ The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

➣

18) **PAYMENT OF WAGES**

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period or as per the rules of the applicable state in respect of which the wages are payable.

The contractor shall particularly keep BL isolated and indemnified from any claim of gratuity in course of the period of contract or if same arise at any time in future. It would take required insurance to cover gratuity liability if so required based on its own resources and without any claim whatsoever inthis regard against BL but without failing to discharge its liability in this regard so far as personnel deputed with BL is concerned.

19) PAYMENT OF BONUS

The Contractor shall be liable to pay annually the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel. The Company will reimburse the amount against evidence of payment made by the Contractor.

20) The Contractor shall be liable to pay annually the mandatory leave wages as per statutes to eligible personnel. The Company will reimburse the amount against evidence of payment made by the Contractor.

21) **SAFETY AND WELFARE**

- The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him.
- The Contractor shall arrange to keep the toilet facilities and drinking water facilities provided to the personnel engaged by them in proper, safe and hygiene condition.
- The Contractor shall provide safety shoes, clothing, etc. to the personnel deployed by him for carrying out the jobs in the premises as required. The Company will reimburse against production of relevant documents.
- First aid medical facility and employment injuries of the persons engaged by him shall be attended to immediately by the Contractor.
- Any loss or damage that may arise to the Company on grounds of noncompliance with the above safety and welfare provisions shall be to the account of the Contractor.

22) WORKMEN COMPENSATION

In case the area where the Office is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through *Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial Legislation that may be applicable,

from time to time, for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be borne by the Contractor.

23) **SUSPENSION OF WORK**

The Officer-in-Charge may at any time (s) at his discretion should he consider that the circumstances so warrant (the decision of Officer-in-Charge as to the existence of Circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period (s), as Officer-in-Charge shall deem fit, and the Contractor upon receipt of the order of suspension forthwith suspend the work (s) or such part thereof as shall have been suspended until he has received a written order from the Officer-in-Charge to proceed with the work suspended or any part thereof.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension, the personnel of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the liability of the Contractor to pay Salary, wages or hire charges or bear other charges and expenses thereof.

Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Officer-in-Charge in any notice of Suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor).

24) TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR

- a) It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.
- b) On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.

25) **CONFIDENTIALITY / SECRECY**

The successful Contractor would have to acknowledge that any confidential information received by them from BL or to which it has access, in connection with the discharge by the Contractor of its duties and obligations under and in accordance with the agreement required to be executed, or granted by BL to the Contractor and/or its employees/workmen and/or contract labour to be engaged or employed by it in accordance with the terms hereof, would be under a duty/obligations of confidentiality and agrees that such confidential information shall not be disclosed or divulged to any third party without the prior

written consent of BL and shall be used by the Contractor and/or employees/workmen and/or contract labor engaged or employed by it as aforesaid solely for the purpose of the discharge by the Contractor of its duties and obligations in accordance with the terms hereof.

For the purpose of this clause, "Confidential Information" shall mean all records, books, statements, vouchers, and other data or information (whether written, graphic or oral) to be supplied or furnished by BL or on its behalf to the Contractor or to which BL would grant access to the Contractor, its employees/workmen and/or contract labor, as the case may be as aforesaid.

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

Company Seal	Signature
	Name
	Designation
	Company
	Date

ANNEXURE - VII

DETAILS OF CONTRACTOR

The following information to be furnished by the Contractor –

- 1. Name of the Contractor:
- 2. Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited Company:
- 3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)
 - a. Registered Office:
 - b. Branch Office (quoted against this tender):
 - 4. Year of Establishment

Date of Registration (With Photo Copies)

Registration No

Year of Commencement of Operations

- 5. Details of business activities including that of Sister Concerns, if any
- 6. No. of employees employed
 - Permanent
 - Temporary

ANNEXURE - VIII

GST Compliances

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

ADDITIONAL DETAILS OF VENDOR

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No./Fax No.	
7	Mobile No.	
8	Email ID	
11	Contact Person	
12	Bank Name	
13	Street	
14	City	
15	Branch Name	
16	IFSC Code	
17	MICR Code	
18	Account Number	
19	Pan Number	
20	Minority Indicator	
21	GSTIN Registration Number	
22	HSN /SAC Code for Supply/Service	
	GST rate (in %) applicable for	
23	Supply/Service to be provided.	N N
24	Composition Scheme Applicable	Yes / No
25	Proof of GSTIN Registration No. per state [From GSTN website]	
23	State [From Gotty website]	
	Vendor's GSP name [GST Suvidha	
26	Provider's]	
27	Exemption No.	
28	Exemption Percentage	
29	Exemption Reason	
30	Exempt From	
31	Exempt To	

ANNEXURE-X

PRICE BID - to be filled by BIDDER (PART C)

DETAILS OF LUMPSUM CHARGES

SN	DESCRIPTION	Amount
[A]	PART A	
1	Lump sum charges payable for the documentation job as mentioned the scope of work	Rs. 117774/- p.m.
[B]	PART – B	
	The services rendered on weekly off/ holidays - fixe Rs.200/- will be payable.	ed lump sum amount of
	The services rendered after office hours for minimule fixed amount of Rs.100/- will be payable.	um 02 to 04 hours - a
3	The conveyance expenses will be payable at actual requirements.	as per business
	Additionally Rs.1000/- p.m. will paid for filling of refiles certified by respective activity In charges.	ecords in respective job
	Rs.300/- p.m. will be paid as communication chargo updates of Jobs/Dos to respective In - charges	es for communicating
[C]	PART C	
	FIXED SERVICES CHARGES (LUMPSUM / MONTH)	Bidder Input

The Minimum wages for Unskilled Labour as per State Government The applicable taxes will be reimbursed **NOTE**:

- A] EVALUATION OF TENDER WILL BE DONE ON THE BASIS OF SERVICE CHARGES ONLY (PART "C")
- B] THE LUMPSUM CHARGES INDICATED IN SL.NO. PART "A" IS BASED ON OUR CURRENT REQUIREMENT. IF THERE IS ANY CHANGE IN JOB REQUIREMENTS WHICH IS IN LINE WITH MANPOWER, THE SAME WILL BE PAID DEPENDING ON THE OUR REQUIRMENT ON PRO-RATA BASIS.
- C]CONVEYANCE (BUS AND TRAIN PASS), Filling Charges & COMMUNICATION EXPENSES WILL BE REIMBURSE SEPARATELY.

ANNEXURE- XI (To be provided by successful bidder only)

Proforma of the Bank Guarantee (Security Deposit)

Balmer Lawrie & Co. Ltd. Unit No.101-103, Ascot Centre, Near ITC Grand Maratha Hotel, D.P. Road, Andheri (East), Mumbai – 400 099

Dear Sir,	
That Messrs. /Mr (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No	n ng
The conditions of the said Tender, inter alia, require that the Contractor shall pay sum of Rs (Rupees only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by Scheduled Indian Bank.	sit ne
The said Messrs. / Mr (set out full name of the Contractor) have has approached us and at their / his / its request and in consideration of the premises. We (set out full name of the Bank) having our officinter alia at (state the address of the Bank) has agreed to give such guarantee in the manner following:	: / ie e, /e
1. We, (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr (set of full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or payment of money payable to you, We, (set out full name the Bank) shall merely on demand from you without demur or protest shall payou the said amount Rs00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.	ut ne in of
2. We, (set out full name of the Bank), further agree with you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization your dues from the Contractor and/or to vary any of the Terms and Conditions	າg of

	your Contract with the said Messrs. / Mr (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3.	Your right to recover the said sum of Rs00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4.	The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5.	Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6.	Our guarantee shall remain in force and effect until (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7.	We, (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8.	We, (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the day of Two Thousand granted by the Bank.
Yoı	urs faithfully, Dated:

ANNEXURE – XII

INDEMNITY BOND

This INDEMNITY made this day of 2019 between				
(hereinafter referred to as the "Indemnifier", which expression shall unless excluded				
by or repugnant to the context includes its executors, administrators, legal				
representatives and assigns) of the ONE PART and (hereinafter				
referred to as "the Company" which expression shall unless excluded by or				
repugnant to the context includes its executors, administrators, legal representatives				
and permitted assigns) of the OTHER PART				
WHEREAS (Set out brief detail of Transaction/Tender/Agreement)				
NOW THESE PRESENTS WITNESSES AS FOLLOWS:				
Pursuant to the said Tender and in consideration of the premises, we, the Indemnifier				
hereby agree and undertake to indemnify and keep indemnified the Company, its				
Directors/Employees against all actions, claims, costs, damages, proceedings, suits				
or any other consequences whatsoever which shall or may be brought or made				
against the Company and/or its Directors/Employees by anyone whomsoever or				
which the Company may pay, suffer or sustain due to non-compliance of terms and				
conditions of or representation therein by or on behalf of the Indemnifier				
IN WITNESS WHEREOF THE abovenamed (Name of Indemnifier) has/ have				
executed these presents on the day, month and year first written above				
Signed and delivered by the within named				
IN THE PRESENCE OF Signature(s) of				
the Indemnifier(s)				
WITNESS:				

ANNEXURE - XIII

BIDDER TO SUBMIT ON THEIR LETTER HEAD

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012)

Dated
I / We, M/s
address, hereby declare
that I / We are registered as MSE supplier and have registered our Udyog Aadhar
Memorandum (UAM) Numberon Central Public Procurement Portal
(CPPP). Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the
above claim through CPPP.
Company Authorized Signatory (Seal & Stamp)

ANNEXURE-XIV

CONDITIONS FOR ONLINE BID SUBMISSION

Pre-Requisites before Login to System (Software requirements) Minimum System Requirements:

- P 4 or Later Processor
- > Minimum of 1 GB 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

Operating System:

➤ Windows 7,8,10

Browser Version:

Internet Explorer Versions 11

Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

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.

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

- 1. Mr. Tirtha Das, Mob 9163254290 email tirtha.das@c1india.com
- 2. Mr.Tuhin Ghosh, Mob.08981165071 Email tuhin.ghosh@c1india.com

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Mr. Zakir Khan Land Line No.022 68490815

Email: khan.z@balmerlawrie.com

2. Mr Prakash Kesare Land Line No. 022 66361226

Email: kesare.pp@balmerlawrie.com

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.

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.

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.

Disclaimer Clause

Neither 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.

ANNEXURE - XV

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:

Legal compliance

To comply with the laws of the applicable legal system(s)

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.

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; o 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

Prohibition of child labour

To employ no workers under the age of 18;

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;

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;

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.

ANNEXURE - XVI

BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	NAME	BALMER LAWRIE & CO. LTD.
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	Particulars of the Bank Account	
Α	Name of the Bank	IndusInd Bank
В	Name of the Branch	Andheri East
С	Branch code	
D	Address	Acme Plaza, CTS.32, opp- Sangam Talkies, Andheri Kurla Road, Mumbai - 400059
Е	City Name	Mumbai
F	Telephone No.	
G	NEFT / RTGS IFSC Code	INDB0000018
Н	9 digit MICR code appearing on the cheque	400234005
I	SWIFT Code	
J	Type of Account	Current
K	Account No. appearing on the cheque	200002273062
5	Vendors e mail id	dcosta.a@balmerlawrie.com