

General Terms & Conditions for Suppliers:

1. The Use of e Tender portal is governed by the terms and conditions set out below. These terms and conditions are important to protect all the users and portal owner. Please read them carefully, by using the portal it will be deemed to have accepted the terms and conditions and it will be at the own risk of the user.
Content of the Site
2. The Transfer of documents in electronic form into e Tenders portal, Balmer Lawrie has no responsibility for the accuracy, veracity and completeness of same and for any errors in the manner of its input.
3. Tender documentation of site should not be amended, changed or modified in any manner. Tender documentation of this site may not be reproduced without the consent of the Owner. The Intending users agree that they will not upload any malicious, abusive, frivolous or otherwise inappropriate and objectionable material on the site. Any breach of this nature results in User being blacklisted for usage of the site.
4. Balmer Lawrie reserves the right to make changes to information, design and services provided on the e Tenders portal without notice and without liability. Balmer Lawrie reserves the right to add, amend and vary the terms on its portal and continued use of the service will mean user acceptance of changes. Request for change of Mailing address / Email / category as mentioned in the application will not be entertained.
5. The Portal users shall indemnify Balmer Lawrie and its Employees, Directors including whole time /and part time and special invitees (harmless) from any loss or damage arising directly or indirectly (including special incidental or consequential loss or damage) suffered as a result of Users breach of any of these terms and conditions.
6. All reasonable care and precautions have been taken to secure this site, including provision of a secure and robust operating environment, the nature of communication by internet is such that BALMER LAWRIE cannot undertake to maintain privacy or confidentiality of communications transmitted via the internet from interference by third parties.
7. These terms and conditions are governed by and to be interpreted in accordance with relevant Indian laws, both substantive and procedural. In the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the portal whether in contract or tort or otherwise the Indian courts at Thiruvananthapuram shall have exclusive jurisdiction over such dispute.
8. BALMER LAWRIE makes reasonable effort to ensure the information provided on its website is accurate but does not guarantee or warrant its accuracy, adequacy, correctness, validity, completeness or suitability for any purpose. The BALMER LAWRIE accepts no responsibility with respect to the information on the site. Use of this site, by implication, means that users have gone through and agreed to abide by the Terms and Conditions and the Disclaimers of this site.
9. BALMER LAWRIE does not represent that the information downloaded from this website is completely error-free and accurate or the services that makes BALMER LAWRIE websites available, are free of viruses or harmful components .Although due care has been taken to make the database completely reliable and error-free, the company claims exemption from any liability arising out of any such errors in the data base.
10. Any form or work done or services information provided by BALMER LAWRIE or any person or persons associated with the company vide their Offline help is provided as a support service without any liability whatsoever. Work done, services rendered or information provided , are subject to your won verification and professional expertise opinions/advice .Our work and services are not to be deemed as legal advice. BALMER LAWRIE makes no warranty that:
 1. The service will meet any requirements of all or any user.
 2. The service will be uninterrupted, timely, secure or error-free
 3. The solutions that may be obtained from the use of the service will be accurate or reliable.
 4. The quality of any services, information, or other material obtained by user through the service will meet the expectations.
11. Any material downloaded and used for professional or other purposes shall be at the risk of the

user and no services utilized by this website shall create any warranty. BALMER LAWRIE shall not be responsible if any information/page is downloaded from its website and after downloading complete/partial, text/information is altered/removed/obscured contained therein. BALMER LAWRIE makes no representations about the suitability, reliability, availability, and timeliness of the products and services contained on its website for any purpose.

12. Under no circumstances shall Balmer Lawrie be made liable to any User for:
Loss, injury , claim , liability or damages of any kind resulting from the use of or the inability to use the materials in the website, even if Balmer Lawrie has been advised of the possibility of such damages and regardless of the form of action, whether in contract, tort otherwise; Special , direct, incidental, punitive, exemplary or consequential damages of any kind whatsoever(including without limitation, attorney's fees) in any way due, resulting from or arising in connection with the use of or the inability to use the website or its content/materials; and Claim attributable to errors, omission or inaccuracies in or destructive properties of any information.
13. Category (SC/ST/OBC/PWD) once mentioned in the application form will not be changed and no benefit of other category will be admissible later on.
14. Relaxations / Reservations etc for SC/ST, PWD and OBC (Non Creamy Layer) will be as per Government Rules/Presidential Directives
15. Balmer Lawrie shall not be responsible for any loss of email/communication letter sent, due to invalid/wrong email id/wrong postal address/postal delays/loss in transit etc. No request in this regard will be entertained.
16. The court of jurisdiction for any dispute will be at Kolkata
17. This is only a supplier registration process and does not entail any registered suppliers for participating in BL Tenders. Suppliers need to pre-qualify the PRE-QUALIFICATION criteria as per the individual Tender Document for participating in the individual Tender.
18. Each application for registration will be assessed with reference to the information asked for, information furnished / gathered and related evidence. The Purchase Representative / functionary may seek clarifications on the information provided in the "Vendor Registration Form (VRF)" and / or additional information or evidence if considered necessary in the interest of safeguarding the Company's interests. The assessment may be further augmented by personal visits to the suppliers establishments in respect of registration of vendors of such goods and services which are significant to the operation of the concerned unit/SBU or where considered necessary otherwise. Each of the registered vendors in the "Approved Vendors List" shall be informed of his registration as a vendor of the Company and the period upto which such registration shall normally remain valid.
19. If a registered vendor does not submit bids against five consecutive Limited Tender enquiries, despite having proof of dispatch/proof of delivery of enquiries to the party, that vendor may be removed from the list of registered vendors.



PRIVACY NOTICE

Balmer Lawrie & Company Limited (“Balmer Lawrie”) provides this Privacy Notice (“Notice”) to inform you (“You/Your”) of our procedures regarding the collection and use of Your Personal Information (“PI”) that Balmer Lawrie may collect and receive from You. This Notice applies only to PI that You would provide to Balmer Lawrie for the below mentioned uses.

What Information We Collect

Personal Information

Balmer Lawrie may collect, receive, possess, store, deal or handle, Your PI, which may be defined as any information which can be used to specifically identify You as an individual. The type of PI which Balmer Lawrie may collect from You may include, but not be limited to the following:

1. Contact Details;
2. Family Particulars (For e.g. Emergency Contact Numbers, spouse and parents details etc.);
3. Educational Qualifications;
4. Name, Photographs and other personally identifiable information;
5. Residential Status;
6. Compensation related details;

The PI collected from You would be collected and used by Balmer Lawrie only for lawful purposes and in accordance with the Rules and this Notice.

How Balmer Lawrie Uses Information Collected

Balmer Lawrie may hereinafter be required to process, disclose or transfer (“Processing/Processed”) the PI in the following manner:

1. The Processing of PI may be required to evaluate your candidature for employment purposes;
2. The Processing of PI may be required for the provision of various company related or statutory benefits to You as a prospective employee of Balmer Lawrie;
3. The Processing of the PI may be required to conduct background checks or a verification on You;
4. The PI may be required to be Processed in order to provide training to You;
5. The PI may be required to be Processed pursuant to Balmer Lawrie’ internal policies and business requirements;

6. The PI may be required to be Processed pursuant to a Financial obligation that Balmer Lawrie may have towards You; and
7. The Processing of the PI may be required to comply with any applicable law, regulation, legal process or enforceable statutory requirement, enforce our site policies, or protect ours or others rights, property, or safety as required or permitted by law.

Data Recipients

Balmer Lawrie may share the PI (as detailed above) with trusted third parties who assist us in conducting our business, or servicing you, with customary legal protections being embedded into the legal arrangements with such third parties including the third parties agreeing to keep this information confidential. Subject to the foregoing, the data recipients for the above Processing of PI may include but not be limited to the following:

1. Internal recipients within Balmer Lawrie, including Balmer Lawrie's subsidiaries or affiliates;
2. Third party service providers or vendors who provide services to Balmer Lawrie;
3. Government Bodies including statutory, regulatory authorities, law-enforcement agencies; and
4. Balmer Lawrie auditors.

Retention Period

Balmer Lawrie may retain Your PI for as long as there is a business requirement for the retention of the same or if otherwise required under any law.

Consent

In pursuance of this Notice, You hereby acknowledge and understand that your PI may be Processed in the above-mentioned manner and You hereby consent to such Processing of Your PI.