



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258209/66258188
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1631 dated 15.06.2020.

Due date of Tender: 25.06.2020 at 14:00 hrs
Opening date of Price Bid: 25.06.2020 at 14:05 hrs

Sealed **Single Bid Limited Tender** is invited for providing Copying and Fax Machine to SBU-Industrial Packaging, Ballard Estate (Basement) Office on **Hire / Rental** basis.

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

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

Contact Persons :

1. Smt.Radha Balakrishnan, Mob-9987526241, 022-66258197
email ID : radha.b@balmerlawrie.com.
2. Shri Tushar Ingale, Mob.09769015541 Land Line No.022 66258209
e.mail: ingale.td@balmerlawrie.com

Introduction:

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Navi-Mumbai, Chennai, Chittoor, Silvassa, Asaoti and Kolkata. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

A. Instructions for bidders

1. **Please Refer to Annexure –I for detailed Technical Specifications / Scope of Service**
2. The tender is invited in **Single Bid System**. The tender is invited in **Single Bid System**. The tender document consists of **Price Bid**.
3. All documents required in the tender can be deposited in the Tender Box at the following address, "Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001"
4. Important points to be noted
 - 4.1 Due date for submission of bids 25.06.2020 at 14:00 hrs.
 - 4.2 Price Bid opening on 25.06.2020 at 14:05 hrs.

All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"

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

The successful bidder will be the Service Provider.

This document is the Tender.

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

5. The **Site of Delivery of service** would be to our Office at

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

6. **Response from registered / unregistered Vendors will be accepted.**

7. **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 on the Balmer Lawrie Website www.balmerlawrie.com & on the Government e-Marketplace (GeM) website

<https://gem.gov.in>. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

8. Format of Tender

a. Tender documents consists of:

| S.No. | Contents | Annexure |
|-------|--|--------------|
| 1 | General Information | I |
| 2 | Scope of supply/Service | II |
| 3 | Special Terms and Conditions | III |
| 4 | General Terms and Conditions | IV |
| 5 | Price Bid | V |
| 6 | Proforma of Bank Guarantee | VI |
| 7 | Supplier Code of Conduct | VII |
| 8 | GST Compliance & Vendor's details | VIII & VIIIA |
| 9 | CPPP Declaration by MSE bidder | IX |

b. The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

9. Late Bids

No offers will be entertained after the closing date.

10. Bid Validity

The offer shall remain valid for a period of **two months** from the date of opening of the Price Bid.

11. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not submit the supporting documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also 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 no. is registered with Central Public Procurement Portal (CPMP) and such MSE are required to submit a declaration for the same as per Annexure -IX.**
- v. Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE bidder and such bid shall be cancelled accordingly.
- vi. Response from registered /unregistered Vendors will be accepted.

12. 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*)

13. Opening of Price Bid

The price bids of bidders with valid offers as set by BL shall only be opened.

14. Complete Scope of Work

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

15. Tender Documents and Deviations

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

16. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.
Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

17. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined therein.

18. Price Bid (Annexure -V is Price Bid)

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

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

Price bid should be filled as per the format provided (Annexure II).

ANNEXURE-I

GENERAL INFORMATION

This tender document is prepared to define the scope of activities/supplies. 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-website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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 even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

SCOPE OF SUPPLY / SERVICE

Providing One number Reconditioned Multi Functional Device with following features :

| Features | Remarks |
|-----------------------------|---------------------------|
| Type of Machine | Reconditioned |
| Automatic Document Feeder | Yes |
| Duplex Printing | Yes |
| Mail Box & Secured Printing | Yes |
| Fax | Yes |
| Copies per Minute | 45 nos |
| Colour Scan | Yes |
| Network Printing | Yes |
| Network Scan | Yes |
| Age of the Machine | Not older than four years |

NOTE :

- a. Hiring charges will be payable from the day the Photocopier machine is commissioned as per our written intimation at our Office to the date of intimation for removal of the same from our Office at Ballard Estate.
- b. Transportation:
 1. To and Fro transportation cost to be borne by the successful bidder.
 2. Installation of Photocopier machine is the responsibility of the successful bidder.
- c. Repair and maintenance including supply of spares and services charges, if any, to be borne by the successful bidder.

ANNEXURE-III

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
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: July 2020 to June 2021, extendable for a further period of One Year on mutual consent with successful bidder and company under tender / contractual terms.**

4. Security Deposit (SD)

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

The Security Deposit to be submitted within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- EMD of the successful bidder will be adjusted in Security Deposit.

Security Deposit is liable for forfeiture, if

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

5. Tender Evaluation

The tender would be finalized on the basis of Composite [L1] Lowest Total Cost considering monthly rent and per copy rate.

6. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
7. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is the lowest bidder originally at respective location. As such, it would be in the interest of the bidders to quote lowest possible rates.**

GENERAL TERMS & CONDITIONS

1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of Supply

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

3. Reference for Documentation

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

4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 3 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions. In case no confirmation is received from the successful bidder on the acceptance of the Purchase order with in the above period, then it is deemed that the successful bidder has accepted the purchase order.

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.

- 5. Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also 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 no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –VI.**

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

- 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 un-price bid.

- 8. 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.

9. PAYMENT TERMS

Payment will be made within 30 days from the date of receipt of certified bill on monthly billing basis.

10. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS

Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 0.5% of the value of the contract so delayed for each week or part thereof such delay in delivery, subject to maximum of 5% of the total order value.

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

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.

12. 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 the Head (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

13. 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.

14. Delay in Delivery/Installation & Commissioning

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Clause no. 11.

15. Sub-Contracts

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

16. Modification

BL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the successful Bidder's approval thereto. BL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.

BL will also have the right to request changes or modification due to technical reason, it will be subjected to the successful Bidder's approval thereto.

17. Price

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

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

Firm and not subject to escalation for any reason whatsoever till execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever

18. Control Regulations

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

19. Termination

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the Components/Items or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the Components/Items or any part thereof within the stipulated Delivery Period and/or to replace /rectify any rejected or defective Components/Items promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the work on the Contract.

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.

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

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

ANNEXURE-V

PRICE BID

| SNo. | Description | Rental Rate (Rs) per Month per copy. | Total Amount (Rs.) for 12 months |
|------|--|--------------------------------------|----------------------------------|
| A. | Providing One number Reconditioned Multi Functional Device [as per Annexure – II on hire basis [Minimum billing would be for 10000 copies] | | |
| B. | Per copy rate over and above 10000 copies | | |
| C. | GST if any (%) | | |
| D. | Total cumulative charges | | |

NOTE:

1. Evaluation of L1 bidder will be done on composite basis considering monthly rent & per copy rate.
2. The rental charges should be inclusive of all consumable, spares and services (excluding paper and power) required for smooth running of the Photocopier machine.
3. Goods & Service Tax – GST% to be applied only as applicable.

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

| | | | |
|----------------------|--|-----------|--|
| Company Seal | | Signature | |
| | | Company | |
| GST Registration No. | | Date | |

ANNEXURE- VI

(To be provided by successful bidder only)

**Proforma of the Bank Guarantee
(Security Deposit)**

**Balmer Lawrie & Co. Ltd.
5, J N Heredia Marg,
Ballard Estate,
Mumbai – 400 001.**

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. ----- dated -----(hereinafter referred as "the said Tender") for the **Hiring of Copying and Fax Machine** and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a 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 a Scheduled Indian Bank.

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 office, inter alia at _____ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out 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 in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.

2. We, _____ (set out full name of the Bank), further agree with you that 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 of your dues from the Contractor and/or to vary any of the Terms and Conditions 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 Rs. 000.00 (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

Seal & Signature of the Tenderer

Page 13 | 18

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.

Yours faithfully,

Dated:

ANNEXURE VII

SUPPLIER CODE OF CONDUCT

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co. Ltd.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. Ltd. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Ltd. Compliance Program. In such event Balmer Lawrie & Co. Ltd. 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;
- 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 labor

- 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 – VIII

GST Compliance

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

DETAILS OF BIDDER

| | | |
|----|---|----------|
| 1 | Name of the Vendor | |
| 2 | Address | |
| 3 | Postal Code | |
| 4 | State | |
| 5 | Country | |
| 6 | Telephone No. | |
| 7 | Mobile No. | |
| 8 | Fax No. | |
| 9 | Email ID | |
| 10 | Contact Person | |
| 11 | Bank Name | |
| 12 | Street | |
| 13 | City | |
| 14 | Branch Name | |
| 15 | IFSC Code | |
| 16 | MICR Code | |
| 17 | Account Number | |
| 18 | Minority Indicator | |
| 19 | GSTIN Registration Number | |
| 20 | HSN /SAC Code for Supply/Service | |
| 21 | GST rate (in %) applicable for Supply/Service to be provided. | |
| 22 | Composition Scheme Applicable | Yes / No |
| 23 | Proof of GSTIN Registration No. per state [From GSTN website] | |
| 24 | Vendor's GSP name [GST Suvidha Provider's] | |
| 25 | Exemption No. | |
| 26 | Exemption Percentage | |
| 27 | Exemption Reason | |
| 28 | Exempt From | |
| 29 | Exempt To | |

ANNEXURE- VI

BIDDER TO SUBMIT ON THEIR LETTER PAD
(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)
Number.....on 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)