

SBU – Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai- 400001, India Tel. No. 091 - 022 –66258208/66258215 Fax No. 091 - 022–66258200

NOTICE INVITING TENDER

Tender No. 0100LS1923 dated 23.07.2021.

Due date of Tender : 02.08.2021 at 16:00 hrs. Opening of Price Bid: 02.08.2021 at 16:05 hrs.

Sealed Single Bid offers are invited for Sale of Used thinner / mixed paint in 200 litre drums from our Plant situated at Plot No. G-15, G-16 & G-17 MIDC Area, Taloja, (Navi Mumbai) Taluka-Panvel, District-Raigad, Maharashtra- 410208 on 'As is where is' 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:

Shri N V Balaji, Mob.9840487778 Land Line No.022 27412961

e.mail: balaji.nv@balmerlawrie.com

Shri Amit Mitra, Mob.9167996623 Land Line No.022 27412973

e.mail: mitra.a@balmerlawrie.com

Shri Tushar Ingale – Mob-9769015541, 022 66258209,

email ID: ingale.td@balmerlawrie.com

Ms Snehal J Gaikwad – Mob-9665779785, 022 66258203,

email ID: gaikwad.s@balmerlawrie.com

Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

A. Instructions for bidders

- 1. Please Refer to Annexure –I for detailed Technical Specifications.
- 2. The tender is invited in Single Bid System. The tender document consists of <u>Techno/Commercial & Price Bid.</u>
- **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 02.08.2021 at 16:00 hrs.
- 4.2 Price Bid opening on 02.08.2021 at 16:05 hrs.

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

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

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

The successful bidder will be the Purchaser.

This document is the Tender.

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

5. Bid Security / Earnest Money Deposit (EMD) / Bid Bond - As per Clause no. 1 of the Special Terms & Conditions of this Tender document

Response from registered as well as unregistered vendors will be accepted.

6. Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

7. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I Scope of Work
- E. Annexures II Price Bid.
- F. Annexure III Addresses of various Balmer Lawrie location
- G. Annexure IV Bank Details for SWIFT/RTGS Transfers
- H. Annexure V- Code of Conduct for Balmer Lawrie & Co. Suppliers
- I. Annexure VI GST compliance undertaking
- J. Annexure VII Details of Bidder

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

8. Late Bids

No offers will be entertained after the closing date.

9. Bid Validity

The bid submitted by the bidders should be valid for the Company's acceptance for a period of 30 days from the date of opening of Price Bid.

10. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.

11. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (Only email queries shall be replied)

12. Opening of Price Bid

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

13. Complete Scope of Work

The complete scope of work has been defined in Annexure I of the tender document.

14. Tender Documents and Deviations

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

15. 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.

16. Preparation and submission of Tender Documents

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

a. Price Bid (Annexure II is Price Bid)

The highest bidder will be decided based on the Highest 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).

B. SPECIAL TERMS & CONDITIONS

1. <u>Earnest Money Deposit (EMD)/BID BOND</u>

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for INR 3,000.00 (Rs. Three thousand only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of Balmer Lawrie & Co. Ltd., payable at Mumbai, India. The Demand Draft/Pay order has to be made from a Scheduled Indian Bank. The EMD/Bid Bond if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. Cheque / Cash payment is not acceptable towards EMD / Bid Bond. Earnest Money 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.

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit

2. Security Deposit (SD)

Security Deposit amount of 3% 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.

3. 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.

Page 5 of 19

- (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.

4. Payment Terms:

Payment has to be made in advance prior to upliftment of Used thinner / mixed paint in 200 litre drums.

Rate should be quoted on per drum basis and Taxes will be extra. Your offer should be valid for 30 days from the date of opening of Price Bid.

5. **Delivery Period**

The Contract if any awarded against this tender will be valid from **September 2021 to August 2022** or till the completion of the ordered quantity, whichever is later, the spill over quantity, if any, will be carried forward with mutual consent.

The Bidder must be prepared to remove the **Used thinner / mixed paint in 200 litre drums** made available as per call-ups from our Navi Mumbai Plant.

6. Award of Contract

The contract would be awarded to the H1 bidder only.

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

C. GENERAL TERMS AND CONDITIONS

1. Introduction

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

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

2. Scope of Work

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

3. Reference for Documentation

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

4. Confirmation of Order

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

5. Relaxation of Tender Terms & Conditions

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

6. Rejection of Bids

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

7. Delay in Bidding

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

8. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

9. 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.

10. Control Regulations

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

11. Termination

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

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

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

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited.

12. HSE Clause

1.	HSE REQUIREMENTS BY CONTRACTORS		
a.	Housekeeping		
b.	Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.		
C.	Confined Space		
d.	Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed As minimum Contractors must ensure the following: a. Confined spaces are kept identified and marked by a sign near the entrance(s). b. Adequate ventilation is provided c. Adequate emergency provisions are in place d. Appropriate air monitoring is performed to ensure oxygen is above 20%. e. Persons are provided with Confined Space training. f. All necessary equipment and support personnel required to enter a Confined Space is provided.		
e. f.	Tools, Equipment & Machinery The Contractor must ensure that all tools & equipment provided for use during the		
	 Work is: a. suitable for its intended use; b. safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available); c. Used only by people who have received adequate information, instruction and training to use the tool or equipment. d. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited. 		
g.	Working at Height		
	Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work. People working at height must have "Medically Fit" certificate from the Authority.		
h.	Fall Prevention System :		
	Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.		
i.	Fall Protection Systems		
	 Where fall protection systems are used then the Contractor must ensure the following is applied: 1. Only approved full body harness and two shock-absorbing lanyards are used, 2. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system, 3. Anchorage points must be at waist level or higher; and capable of supporting at 		

	least the attached weight,
	4. Lifeline systems must be approved by Owner before use.
	5. Use of ISI marked industrial helmet at all point of time.
J.	Scaffolding
	All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.
k.	Stairways and Ladders
	Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements. 1. Fabricated ladders are prohibited. 2. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over. 3. Ladders will power be tied to facility convices piping, conduits, or ventilation.
	3.Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
	 4.Ladders will be lowered and securely stored at the end of each workday. 5.Ladders shall be maintained free of oil, grease and other slipping hazards 6.Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
	7.Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, &removed from the Site by end of the day.
I.	 Lifting Operations Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.
m.	Lockout Tag out ("LOTO")
	Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.
n.	Barricades
	Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used .Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.
0	Compressed Gas Cylinders
	Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any

Page 10 of 19

	explosion due to back fire.
р	Electrical Safety
	Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.
	The below measures will be taken:
	a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
	 b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use. c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.
q.	Hot Works
	A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable
	fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a
	designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a
	safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to
	the use of temporary propane or resistance heating devices approval must be obtained from Owner.
r.	Trenching Excavating, Drilling and Concreting A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.
	Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.
S.	Environmental Requirements
	Waste Management: The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm
	sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles. Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills. Emissions: The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapors.

13. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties.

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"

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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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

ANNEXURE-I

D. SCOPE OF WORK

Sale of Used Thinner / Mixed paint in 200 litre drums from our Plant situated at Plot No. G-15, G-16 & G-17 MIDC Area, Taloja, (Navi Mumbai) Taluka-Panvel, District-Raigad, Maharashtra- 410208 on "AS IS WHERE IS" basis and "NO COMPLAINT basis". Segregation / Selection of items will not be permitted.

S.No.	ITEM DESCRIPTION	APPROX QTY
		[NOS]
		145 drums + 10%
1	Used Thinner / mixed paint in 200 litre drum	(200 litre fully filled)

ANNEXURE-II

E. PRICE BID - to be filled by BIDDER

		1	T	
S.No.	ITEM DESCRIPTION	APPROX QTY	BASIC RATE	BASIC VALUE
		[NOS.]	[RS/NO]	[RS]
	Used Thinner / Mixed paint in 200 litre			
1	drums	145 [+10%]	Rs	
	GST%			
	Total Landed Price			
	Less : GST			
	Net Landed Value			
	Amount [in words]			

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE - III

F. ADDRESSESS OF BALMER LAWRIE PLANT

Balmer Lawrie & Co Ltd, Industrial Packaging G 15,16,17, MIDC, Taloja, District – Raigad (Maharashtra) – 410208

ANNEXURE IV

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

Annexure - V

H. CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.

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

The supplier declares herewith:

f Legal compliance

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

f Prohibition of corruption and bribery

to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

f Respect for the basic human rights of employees

- o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o to comply with the maximum number of working hours laid down in the applicable laws:
 - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

f Prohibition of child labor

o to employ no workers under the age of 18;

f Health and safety of employees

- o to take responsibility for the health and safety of its employees;
- o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - o to provide training and ensure that employees are educated in health and safety issues:
 - to set up or use a reasonable occupational health & safety management system;

f Environmental protection

- o to act in accordance with the applicable statutory and international standards regarding environmental protection;
- o to minimize environmental pollution and make continuous improvements in environmental protection;
- o to set up or use a reasonable environmental management system;

f Supply chain

o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;

Page 17 of 19

o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

Annexure-VI

I. GST Compliance

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

J.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	
	GST rate (in %) applicable for	
21	Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
22	Proof of GSTIN Registration No. per	
23	state [From GSTN website] Vendor's GSP name [GST Suvidha	
24	Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From / Exempt To	

Page 19 of 19