



5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India

NOTICE INVITING TENDER

Tender No. BL/MUM/RHR/Trspt/21-22/001 dated 15/06/2021

Due date of Tender: 21st June 2021 at 15.00 hrs
Opening of Price Bid: 21st June 2021 at 15.30 hrs

Single Sealed Bid is invited from Registered Vendors for “**Transportation of Four Wheeler and Household items**” from **Mumbai to Chittoor** as given below:

From:

2212, Building 2
Prakash Cotton Mill Compound
Delisle Road, Lower Parel
Mumbai 400013

To

Balmer Lawrie Transit flat
No 2-142, Obanapalli Village & Post
Mangasamudram Panchayat
Santhapeta, Near Gangamagudi
Chittoor-517001
Chittoor Dist, Andhra Pradesh.

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

Contact details

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

Contact Person:

Ms. B. D'Silva - 022 66361224
Email ID: dsilva.b@balmerlawrie.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.

A. **Instructions for bidders**

1. Single sealed bids are invited from registered vendors for transportation of “**Four Wheeler and Household items**” from Mumbai to Chittoor as per detailed Scope of Work contained in Annexure II of this tender.
2. The tender is invited in **Single-Bid System**. The tender document consists of **Price Bid**.
3. All documents required in the tender to be submitted through appropriate forms as attached in the tender.
4. The bidders are requested to submit the bid within the tender announcement date and tender closing date and time as mentioned in the tender document

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 Supplier.

This document is the Tender.

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

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 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, cancellation of work and criminal prosecution.

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 6.3

The Tender document consists of:

SN	Contents	Annexure
1	General Information	I
2	Scope of Service	II
3	General Terms and Conditions	III
4	GST Compliances	IV
5	Details of Vendor	V
6	Price Bid	VI
7	Code of Conduct for BL Suppliers	VII

6.0 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.

6.1 Late Bids

No bidding is admissible after the bid closing date.

6.2 Bid Validity

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

6.3 Bid Rejection Criteria

A bid may be rejected if

- i. The bidder does not meet the Eligibility Criteria and / or non-submission of documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- v. Contractors, Vendors or their owners/proprietors 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.

6.4 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*)

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

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The scope of work includes Transportation, Packing and Unpacking, Loading and Unloading of household items from Mumbai to Chittoor, Andhra Pradesh (Door to Door) basis as detailed below:

From: 2212, Building 2 Prakash Cotton Mill Compound, Delisle Road,
Lower Parel, Mumbai 400013

To: Balmer Lawrie Transit flat, No 2-142, Obanapalli Village & Post
Mangasamudram Panchayat Santhapeta Near Gangamagudi, Chittoor-517001,
Chittoor Dist , Andhra Pradesh.

SN	Name of article	Quantity	Description
1	FOUR-WHEELER	1 NO	MARUTI WAGON-R
2	Fridge	1 No	
3	Household items	10 boxes (Each box weighing 50 kgs)	TV, Gas Stove, Mixer, Books, Utensils, etc.

Inspection at Mumbai may be carried out after taking prior appointment on Cell No. 900400441 before submitting your Offer.

- (a) The transporter would also be responsible for transit insurance and levies including Octroi, Entry fees etc. in transit / destination.
- (c) In case of any damage / shortage / pilferage / or unsuccessfulness in execution of the said job, payment will be held back till compensation for the same is received either from Insurance Company or the transporter.
- (c) **It is reiterated that items are to be securely and adequately packed i.e with bubble wrap, loaded/stacked in the truck to avoid damage in transit. ELECTRONIC and fragile items are to be packed in Containers.**

- (d) **Please note that no advance will be payable. Payment will be released on successful completion of the job. In case of any damage / shortage / pilferage or unsuccessfulness in execution of he said job, payment will be held back till compensation for the same is received either from the Insurance or transporter.**
- (e) The Packers & Movers should ensure that the premises are kept clean after removal.
- (f) Contractor is only responsible if any damages occurred during the execution of work

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. The physical original instruments 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.
3. **Bidder 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 order in writing or through email and shall there by confirm his acceptance of purchase order in entirety 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. **Tender Submission:** Price Bid should be submitted in the format given in Annexure-VI in a sealed envelope super scribing Tender No. and deposited in the Tender Box (Ground floor) at 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400 001 **on or before 21st June 2021 before 15.00 hours.**
7. 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.
8. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** from the date of opening of the bid
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.

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 staff 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 or his employees. The decision of the Company's authority shall be final and binding on 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. 26.

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. **Tender Evaluation: The tender would be finalized on the basis of Lowest Net Delivered Price (NDP) in totality.**

19. **Payment Terms**

- 19.1 100% payment will be released immediately up on successful completion of the job.
- 19.2 Challan along with the list of material to be authenticated / duly signed by the Officer-in-Charge after receiving the goods in proper condition at the unloading point.
- 19.3 Bill to be submitted at our Ballard Estate Office address along with the signed Challan / list of materials.

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.

20. 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.

21. Sub-letting of Work

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

22. Extra Items of Work: During the course of execution of the work, if the contractor comes across items of work which are not covered under the Schedule rate or not included therein, Contactor shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

23. 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 on account of the faults of the contractor/his workmen while delivering the test weights at site. 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.

24. Liquidated Damage

If the contractor is unable to complete the jobs specified in the scope of work within the period specified, it may request owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

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. **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.

27. **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. 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.

28. **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.

29. **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.

30. **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.
- lii. 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.

31. 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 nonperformance 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.

32. 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”

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.

<i>Company Seal</i>	<i>Signature</i>	
	<i>Name</i>	
	<i>Designation</i>	
	<i>Company</i>	
	<i>Date</i>	

ANNEXURE - IV

GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-V 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. Vendor should arrange to deposit GST charged on due date and upload the same on GST portal to ensure availability of credit to BL.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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

ANNEXURE- VI**PRICE BID**

SN	Description	Amount (Rs.)
1	Transportation Charges for household goods	
2	Transportation charges for Four Wheeler	
3	Packing and Unpacking Charges	
4	Loading and Unloading Charges	
5	Sub - Total	
6	Transit Insurance for Household Goods	
7	Transit Insurance for Four Wheeler	
8	Octroi / Entry Tax	
9	Other Charges	
10	GST	
11	Grand Total	

Total Value (In Words):

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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.