



Balmer Lawrie & Co. Ltd.

(G & L – SILVASSA)

(A Government of India Enterprise)

Survey No.201/1, Sayli, Silvassa -396230

Phone- 9099084731(Ext-60), E-mail – SENGUPTA.S@BALMERLAWRIE.COM

TENDER ENQUIRY

Tender No. GLS/TE21/049

Date: - 20/10/2021

Due date:- 25.10.2021 till 4.00 PM

Subject: Supply of sweet packets on the occasion Diwali 2021

Sealed offers are invited for the subject supply from competent vendors as per **General terms & conditions** and price bids are mentioned in Annexure-A & B.

Kindly send your bid in sealed envelope along with all the supporting documents and tender enquiry duly signed and stamped on or before the due date.

For Balmer Lawrie & Co. Ltd.

Sr. Manager (SCM)

Declaration for GeM:-

“The tendered item(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”



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General Terms & Conditions

Annexure-A

1.1 Submission of offer: Submission of offer: -

Offers are invited for supplying Sweet Packets of following description:

Description: Supply of mixed sweets of 500 gm packet as per below details in corrugated boxas per market standard with following contents

1. Kaju Katli: 4pcs
2. Milk Cake: 4 pcs
3. Pista Barfi: 4pcs
4. Chocolate Barfi: 4 pcs

Total 250 packets of above-mentioned sweets in proper corrugated box asper market standard.

Delivery- Delivery will be taken by our Company's representative from the shop/outlet/delivery point of the successful bidder at Silvassa only.

Payment terms: 30 Days Credit Against Delivery

Validity of offer: The offer must be valid up to 15 days from the date of opening of price bid.

Delivery Schedule: Within 2 days from the date of placement of LOI/Purchase Order or as advised

Contact Person: - Mr. Susanta Bhattacharya

Mobile No:- 9831216426

Bidder shall submit their price bid in a single bid/envelope, superscripting the envelope with tender number, date & due date along with following enclosures-

[i] Signed and Stamped tender document as a token of acceptance of tender terms.

[II] Price Bid Format

1.2 a) Bid Security Declaration: -

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

"We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period which is 90 days from the date of opening of tender, etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

Penal Action in case any bidder withdraws or modifies the bid after tender due date:

In case any bidder withdraws or modifies the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 15 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

1.2 Selection & placement of offer:- Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order should be placed on a single technically & commercially qualified vendor on the basis of lowest Landed cost.

1.3 Arbitration

Dispute Resolution, Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in



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connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co. Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute. The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

In the event of any dispute or difference relating to the interpretation and application of the provisions 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 & Departments) such dispute 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.

1.4 GST Formalities and compliance with Regulations

Bidder shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor agreements, working conditions and technical codes and requirements as applicable from time to time. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit. "The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor."

1.5 Force-majeure

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities.



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1.8 Corrigendum to tender:

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

1.9 Disclaimer Clause:

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

1.10 TENDER CANCELLATION CLAUSE:

Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

1.11 Responsibility of the vendor:

The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery. Vendor has to follow all HSE Norms of the company.

For Balmer Lawrie & Co. Ltd.

Sr. Manager (Purchase)



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Price Bid Schedule

ANNEXURE - B

Tender No. GLS/TE21/049

Date: - 20.10.2021

Due date:- 25.10.2021 till 4.00 PM

Sl No	Particulars	Rate/Packet (in Rs) inclusive of GST	No of Packets required	Total Value in Rs for 250 Nos of Packets
1	Supply of mixed sweets of 500 gms packet as per below details in proper corrugated boxes per market standard. 1. Kaju Katli : 4pcs 2. Milk Cake : 4 pcs 3. Pista Barfi : 4pcs 4. Chocolate Barfi : 4 pcs		250	

1. Quoted rate per packet should be inclusive of GST.
2. Bidder has to assure hygiene, quality and food safety standards and packets should be neatly packed.

BID SECURITY DECLARATION

"We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period which is 90 days from the date of opening of tender, etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

Place :

Signature :

Date :

Name :

Designation :

Seal :