**Barrel Division**

**Vill. Piyala, Post. Asaoti**

**FARIDABAD – 121 102 (Haryana)**

**Tel. : 0129-2205073/2205322**

**Tel. : 0129-2215090**

 

**Address for Courier Correspondance :**

**Balmer Lawrie & Co,Ltd**

**C/O DTDC Courier & Cargo Services**

**GF-4, Rama Palace, Near Ajouranda Chowk,**

**Faridabad [Haryana] - 121001**

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Enquiry Ref : 100010500002/Bore well Water/20-21

Date : 09.05.2020

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DUE DATE : 19.05.2020**

Dear Sirs,

Balmer Lawrie & Co. Ltd., a Government of India Enterprises under Ministry of Petroleum & Natural Gas is a multi-activity, multi technology, multi-location conglomerate with global footprints – along with its joint Ventures, encompassing diverse interests in Manufacturing Sector via, Industrial Packaging, Grease & Lubricants, Performance Chemicals and Tours & Travels, Logistics Infrastructure & Services and Engineering & Technology Services.

Our Asaoti unit of SBU – Industrial Packaging is engaged in manufacturing of MS Drums & Barrels which are supplied to most of the customers, companies for their as also domestic use. Defence and also various exporters in Food, Pharmaceuticals & Chemical Industries etc.

Sealed / closed quotations are invited for supply of below mentioned items duly superscribed with enquiry number, due date and “**QUOTATION FOR SUPPLY OF BOREWELL WATER”** subject to terms and conditions given below. **Your sealed / closed quotation to be dropped in the tender box at our Asaoti office or to be sent at the Courier Correspondence address as given below to reach us on or before the due date i.e. 19.05.2020**.

Sealed tenders, duly subscribed with enquiry number and due date subject to terms and conditions given below, are invited for the following items :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.No. | Description | Est. Qty. (Annual) | **UNIT** | **Rate/KL** |
| **1.** | **BOREWELL WATER (to be used for process & utility)** | **7000 KL** | KL |  |
| 2. | Delivery Schedule | 3 to 4 Tankers (5 KL per Tanker) per day as per our call-up/ requirement. |  |  |
| 3. | Freight | FOR our Works | | |
| 4. | Payment terms | Within 15 days after submission of Monthly bill. | | |
| 5. | Security Deposit | 5% of basic value of order. | | |

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The tenderers are required to quote their **rates on per empty per KL basis**. Your sealed offer must accompany a **Demand Draft/Pay Order of Rs.5,000.00** **(Rs. Five Thousand only)** towards Earnest Money Deposit in favour of **Balmer Lawrie & Co Ltd, payable at Faridabad**. The offers received without EMD would be treated, as rejected. EMD of unsuccessful tenderer would be refunded by cheque, only after finalization of tender. No interest would be payable on EMD. EMD will be refunded by cheque to unsuccessful tenderers after finalization of tender.

**EMD is liable to forfeiture if :**

1. In the event of withdrawal of offer during validity period of the offer.
2. Non-acceptance of contract.
3. Non-confirmation of acceptable of contract within the stipulated time.
4. Any unilateral revision made by the tenderer during the validity period of offer.
5. Non execution of the documents after acceptance of the contract due to any dispute of the tenderer or any reason whatsoever.
6. Non-submission of security Deposits.
7. Job to be completed within one year from the date of receiving the PO.
8. Our Payment terms are 30 days from the date of receiving the bill.
9. In case of unsatisfactory performance of the contractor either in relation to the job allotted or in adherence of specified time limits or to misbehavior of the contractor’s employees with the company's / customers' employees etc. the company reserves its right to cancel part or whole of the contract and place order on L2 party at risk and cost of the tenderer, in which case the contractor shall also be liable for forfeiture of the Security Deposit.

**RISK PURCHASE:-**

In case of failure to supply the water required number of Trucks on the required date / timing, the company reserves the right to procure the water from any other source and shall deduct the excess amount so incurred from the running bill(s) of the supplier or from the Security Deposit or any other payment due to party.

Payment will be made only on the basis of actual quantity os water and after submission of duly receipted challan. Income tax would be deducted at the rate applicable from time to time from the supplier’s each bill towards tax deducted at source.

**TERMS & CONDITIONS**

1. This tender is valid for a period **one year and extendable with mutual consent.**
2. The estimated quantity mentioned above is an indicative figure and does not carry any commitment. The quantity so mentioned may be increased and/or decreased depending on the circumstances. The successful tenderer/supplier would be required to meet actual requirement.

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1. Your offer should specify basic rate per Unit, element of Taxes, if any etc. and should be valid for acceptance for a period of 30 days from due date. The rates to be quoted should be valid for period of one year i.e. during the validity of the Purchase Order, if awarded. Relevant to mention that our plant is situated outside octroi limit.
2. The successful bidder shall be required to submit a Test Report conforming the requirements pertaining to its usage before supply of water.
3. This inquiry format must accompany your offer duly signed and stamped as your acceptance to the terms and conditions.
4. Your **quoted rates should be FOR our Works,** and your offer should reach us positively by due date.
5. Delivery of the material should be made at our Works at Asaoti only.
6. In case delivery is not effected as per the given schedule, we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount.
7. The tenderers are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest tenderers originally. As such, it would be in the interest of tenderers to quote lowest possible rates.
8. We reserve the right to inspect the goods offered at your premises.
9. Successful tenderer is required to deposit an amount equivalent to **5% of the total value of the Purchase Order towards Security Deposit by way of Pay Order/Demand Draft** in favour of **BALMER LAWRIE & CO. LTD.,** payable at **FARIDABAD** within a week from the date of issuing purchase order. The SD amount would be refunded only after satisfactory execution of supply order, by cheque. This amount would not bear any interest.
10. If the quality of water is not found as per our requirement and if supplier fails to comply with our terms and delivery schedule, the security deposit would be forfeited.
11. No enhancement of rates would be entertained during the validity period of contract.

14. ARBITRATION

In case of any dispute, the COO (IP) or any person nominated by him will act as an Arbitrator. The place of arbitration will be Delhi and language to be used for the arbitration proceeding will be English.

The award of Arbitrator so appointed shall be final and conclusive and binding all parties to the agreement subject to the Provisions of the Indian Arbitration and Conciliation Act, 1996, and the rules thereunder and any statutory modification or re-enactment’s thereof deemed to apply to the Arbitration proceedings under this clause.

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It shall be understood that every endeavour has been made to avoid error which may materially affect the basis of the tender and the successful tenderer will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

In case any clarification is required, we would be glad to furnish the same for which the Commercial Officer and/or Authorized Signatory may be contacted.

**AUTHORIZED SIGNATORY**

The terms and conditions governing the inquiry have been read and fully understood and we agree to abide by them.

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature of the Tenderer**