 

Address for Courier Correspondance :

Balmer Lawrie &Co,Ltd.,

Shivam Computers, Opp- KK Spun Pipe Factory

Tigaon Road- Ballabhgarh,

Faridabad [Haryana] - 121001

Enquiry Ref  :   100010500007/Supply of **Rust preventive Oil** /20-21

Date             :   27.08.2020 DUE DATE   :    05.09.2020

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Sub. : Enquiry for supply of **Rust preventive Oil**

 **Dear Sir,**

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 M/s. India Oil Corporation, M/s. Bharat Petroleum Corporation, Ministry of Defence and also various exporters in Food, Pharmaceuticals & Chemical Industries etc.

Sealed tenders towards supply of the below mentioned items, duly super scribed with enquiry number and due date, along with a Demand Draft of Rs. 5000/- in favour of Balmer Lawrie & Co. Ltd., payable at Faridabad, towards Earnest Money Deposit (EMD) to be submitted at our Plant address or sent through courier to the Courier Address, as given above, to reach us on or before the due date, as per terms and conditions given below :

Offers from Vendors registered with Balmer Lawrie will only be accepted. Offers received from un-registered Vendors will not be accepted and will be returned back,

OFFERS RECEIVED WITHOUT EMD SHALL BE TREATED AS INVALID.

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Please quote your rates of items in the following format:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ITEM DESCRIPTION | QTY. | UOM | RATE | AMOUNT |
| **Rust preventive Oil (RPO**) | 800 | LTRS. |   |   |
| Taxes Extra if applicable |  |  |   |   |
| Packing & Forwarding For our Works |  |  |   |   |

**RPO should be**

 **\* Solvent deposited corrosion preventive oil with good dewatering properties. The solvent,**

**after evaporation, should be leave a firm greasy protective film**

 **\* Have high Stability against acidic and alkaline contaminations.**

 **\* Form an even and robust film.**

The quantity and validity of the contract may be increased, if required, after mutual consent.

TERMS & CONDITIONS:

1. Earnest Money Deposit: Earnest Money Deposit of Rs. 5,000/- (Rupees Five Thousand Only) to be paid by a Demand Draft in favour of Balmer Lawrie & Co. Ltd., payable at Faridabad. Cheque/ Cash or any other form of payment is not acceptable towards EMD.
2. This tender is valid for a period of **Six Months. And extended till the quantity exhausted or quantity may be increased with mutual consent with same rate and terms condition.**

NOTE: -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 –XII

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.

 EMD will be refunded by cheque to unsuccessful tenderers after finalization of tender.

For accepted tenderes, EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.

Linking with earlier transactions/ adjustments with pending bills or any other amount payable by the company is not allowed.

EMD is liable to forfeiture -

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.

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TERMS & CONDITIONS

1. Period of Contract :Supply will be completed in six month I.e. up to 01.02.2021 (or from the date of first supply) and extendable for further six month.

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.

3. 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 same during the validity of the Purchase Order, if awarded. Relevant to mention that our plant is situated outside octroi limit.

4. This inquiry format must accompany your offer duly signed and stamped as your acceptance to the terms and conditions.

5. Your quoted rates should be FOR our Works, and your offer should reach us positively by due date.

6. Your quotation should be strictly in accordance with specifications. In case you are offering substitute, state clearly the exact specification etc. of material offered.

7. **Delivery of the material should be made at our Works at Faridabad only, as per our staggered delivery schedule from time to time.**

8. **Our normal payment terms are within 30 days from the date of acceptance of material at our Works and invoice.**

9. 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.

10. Balmer Lawrie reserves the right to accept any quotation, tender in whole or in part and reject any or all tenders without assigning any reason.

11. In case any increase / decrease (and any further introduction), in statutory levies imposed by the Union /State Government during the tenure of tender period, may be made applicable for the remaining part of the supplies / contract.

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12. 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.

13. We reserve the right to inspect the goods offered at any stage of manufacture /supply at your premises.

14. SECURITY DEPOSIT :

The successful tenderer would be required to deposit @ 5% of the order value towards Security Deposit amount which will be adjusted from the EMD amount. Balance to be deposited by the successful tenderer.

15.     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.

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.

To be signed by Tenderer

The terms and conditions governing the enquiry have been read and fully understood and we agree to abide by the terms & conditions given in the enquiry.

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

Place  : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Signature of the Tenderer with Official