

Limited Tender : 1070LM0135 dt. 04.02.2017

Please note "Response from Registered Vendors alone will be accepted" for participation in this Limited Tender.

In case your firm is already Registered & Approved Vendor of Industrial Packaging (or) other units of M/s. Balmer Lawrie & Co. Ltd., elsewhere in India, the details of the same to be provided prior to participating in this tender.

Other vendors may contact the undersigned for registering with the unit which is subject to confirmation by our company. Only after confirmation of their registration, they would be considered for participation in the subsequent tenders. "

Dear Sirs,

Sealed offers are invited for supply of **Leather cum Canvass Hand Glove (Size: 10")** to our barrel plant, M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, Manali, Chennai – 600 068. **The Terms and Conditions and the Bid Form are enclosed herewith.**

Completed Bid Form by the bidder in all respect duly sealed and super scribed as **"Tender for supply of Leather cum Canvass Hand Glove (Size: 10")** shall be forwarded to

Executive (Purchase)
M/s. Balmer Lawrie & Co. Ltd,
(A Govt. of India Enterprise)
Industrial Packaging,
32, Sathangadu Village,
Manali, Chennai-68.

The bidders shall send their bids either by courier / post (or) dropped in the Tender Box kept at the above address.

The last date for submission of bids for the above tender is on or before 14.02.2017 at 3.00PM.

Details of the tender are also available in our company's website www.balmerlawrie.com

Thanking you

Yours faithfully
for Balmer Lawrie & Co. Ltd.

(T.S. Elangovan)
Executive (Purchase)

☎ -044-2594 6651 ✉ - elangovan.ts@balmerlawrie.com

TERMS AND CONDITION

1. The term **"Company (or) BLCL"** wherever mentioned in the tender document refers to **"BALMER LAWRIE & CO. LTD."**
2. The term **"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 duly approved by the company.
3. Period of Supply: From **February 2017 to March 2017.**
4. The **contract shall be extended** on mutual agreement with the successful bidder as per tender terms for **further period / till exhausting the balance order quantity whichever is later.**
5. **Delivery: Staggered as per our call ups.**
6. Quantity mentioned indicative and is subject to change depending upon market conditions.
7. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
8. The offer must be kept valid for a minimum period of **90 Days from** the date of opening the offer.
9. The price quoted by the bidder shall remain valid till the supply is completed. During the tenure of the supply period, no price increase will be considered, except for change in statutory levies imposed by Union / State Govt. / Local authorities.
10. **SECURITY DEPOSIT [SD] : On award of contract** The successful bidder will be have to submit SD for **Rs.5,000/-** (Rupees **Five Thousand** only) [or] Bank Guarantee [BG] valid for period of **3 Months** for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company will only be used for submitting the BG.
 - a. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
 - b. All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.
 - c. **SD is liable to forfeiture in the event of –**
 - i. Withdrawal of order during validity period of the contract.
 - ii. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, the SD will be forfeited.
 - iii. Any unilateral revision made by the successful bidder during the validity period of the contract.
11. Payment: **30 Days from the date of receipt of material at our Stores.**
12. **MSM Enterprise:** As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.
 20% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price band of L1 +15% and bringing down their price to L1 price in a situation L1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty.)
 Out of 20% of this quantity, 4% shall be procured from Micro & Small Enterprises owned by SC& ST entrepreneurs provided they meet the tender requirement and L1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L1 price, this 4% requirement earmarked for Micro & Small Enterprises owned by SC/ST shall be met from other Micro & Small Enterprises.
 The firm has to submit a copy of Entrepreneurs memorandum certificate i.e. EM Part-2 issued by District Industries Centre to claim their status as "MICRO" & "SMALL" Entrepreneurs. "SC" & "ST" Entrepreneurs has to submit necessary cast certificate issued by State Authorities.
13. **Penalty Clause:** If the successful bidder fails to deliver the material within **7Days** of our call up / intimation on our required quantity, approved quality etc., the company reserves the right to procure the material at the risk of the successful bidder from the open market at the then prevailing price and the additional cost if any incurred in this process will be recovered from the successful bidder. Further, failure in executing contract as per our schedule will be viewed seriously and the successful bidder may be debarred from participating in future tenders of the company.
14. The bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
15. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
16. The company would not carry out any negotiations except with such bidders who is / are the lowest quoted bidders originally. As such it would be in the interest of the bidders to quote the lowest possible price.

17. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
18. It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder 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.
19. **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 BLCL's right to price adjustment by way of discount or any other right or remedy available to BLCL, BLCL 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 BLCL 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 BLCL, acting on which misrepresentation, BLCL 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 BLCL under the contract, in the event of BLCL suffering any loss on account of delayed delivery or non-delivery, BLCL reserves the right to claim and recover damages from the bidder in respect thereof. The Security Deposit will be forfeited

20. **ARBITRATION:-** Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation 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 and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

BID FORM

1070LM0135 dt. 04.02.2017 due on 14.02.2017

Description of Material	Estimated Qty.	Unit Price Rs. per Pair
Leather cum Canvas Hand Glove Size: 10" <u>Specification:</u> i. Leather Quality-Split Leather (Covering palm / wrist portion of hand) ii. Canvass- White Drill Cloth (Covering the palm portion of hand) iii. With proper stitching at web the joints & reinforcement in the palm <u>Note:</u> <i>The bidder shall quote their best price for supply of gloves "Strictly as per above specification" any other model /pattern /type will be not be accepted.</i>	5,000 Pairs	
VAT / CST (%)		
*Nett Delivered Price Rs. per Pair		

- The bidders should quote the price only on **"per Pair Basis"**. Material shall be supplied on F.O.R. delivered at our plant on **"DOOR DELIVERY"** basis. Transit insurance shall be arranged by the bidder.
- Packing:** The Gloves are to be packed in bundles with a packing size of **25 Pairs per Pack**.
- The **contract shall be extended** on mutual agreement with the successful bidder **as per tender terms for further period / till exhausting the balance order quantity whichever is later**.
- Award of contract:**
 - The lowest [L1] bid would be arrived on the basis of *** Nett delivered Price per Pair** as shown above.
 - The above mentioned estimated quantity of this tender is proposed to be **distributed in Two Lots (Lot – A & Lot – B) in the ratio of 70:30** subject to the following.
 - The L1 bidder will be given Lot-A and L2 bidder will be given Lot-B provided L2 bidder agrees to match L1 price.
 - Incase, L2 bidder is not agreeable to match L1 price, then L3, L4....etc. in that order shall be given the opportunity to match L1 price for awarding the Lot-B quantity.
 - In the event of L2, L3, L4.... not agreeing to match L1 price, then the Lot-B shall also be placed on the L1 bidder.
 - However, in the event of more than one L1 bidder then, the quantity would be equally distributed to L1 bidders.
 - The decision of the company is final in retaining more than one bidder.

TIN NO.		Contact Person	
PAN		Telephone Nos.	
MSME / SSI /NSIC		e-Mail ID	

We have quoted our price after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.

Signature of the bidder with Seal & Date