

SBU: Greases & Lubricants
P-43, HIDE ROAD EXTENSION
KOLKATA – 700 088

Phone: (033) 2450 4505, Fax: (033) 24392277
E-mail: tiwari.abhishek@balmerlawrie.com

Limited – Tender Enquiry

Tender No. : GLK/TE17/035 Dated 05th May, 2017
Due Date : May 08th, 2017, 17:30 Hrs IST

Sealed Offers [e-mail/fax offers are not acceptable] are invited from Original Manufacturers as well as their representative distributor/dealer/representative for supply of Premium Polo T shirt as per the creative and as per technical specifications and terms and conditions as follows :

1.0 Technical Specifications for Premium Collar T shirt

Sl. No.	Parameters	Quantity
1	1. Type: Polo T –Shirt 2. Gender : Men 3. Fabric: DRI-FIT – 100 % Polyester. 4. Fit Features: Regular Fit 5. Colour: Navy Blue 6. Collar Fastener : Two Buttons 7. SPECIAL FEATURES: DRI-FIT, Neck Tape 8. SLEEVES: Half Sleeve 9. POCKETS: None 10. Branding Location: On Left sleeve “ Balmerol Logo” in two colors via heat transfer Label – please check attached Logo 11. Brand: Nike/Adidas/Puma , equivalent etc 12. Size : Mix of XXL/XL/M/L/S	Quantity: 300 nos ± 10% basis the economy of scale.

IMP: A sample (on returnable basis) needs to be submitted along with the hard bid.

2.0 Quality Assurance

All supplies made shall be **accompanied by a certificate** conforming to our specification. The vendor shall be responsible for quality assurance for the material. The vendor shall use proper operating practices to ensure all quality parameters so that supplies meet the requirements as specified in the tender.

Vendor shall take back all rejected material due to whatsoever reasons, within 3 (three) working days of informing the same. In case the vendor fails to do so, BL shall have right to dispose of the defective material at the risk and cost of the supplier.

3.0 Quantity: 300 \pm 10% nos to be supplied in an individual polypack seal king packed in a box 50 T shirts each with quality packing material which can transport further with damaging the back pack. Packing schedule will be shared at the time of placing Purchase Order.

4.0 Delivery Schedule

The entire material (300 \pm 10% Nos) as above will be delivered within 10 Days of issue of purchase order. A first lot of 50 T shirts needs to be delivered within 3 days of issue of LOI/PO.

5.0 **Placement of Order**: Purchase order will be based on L1 rate and sample as per the specifications.

5.1 If two or more L1 rates are quoted than the only L1 bidders will be asked to resubmit their bids in sealed envelope and hard copy within 48 hours.

6.0 Earnest Money Deposit (EMD) & Security Deposit (SD) :N/A

Public Sector Undertakings / Enterprises and registered small scale units NSIC/MSME are exempted from payment of EMD and SD. However, registered Small scale units should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

7.0 Payment Terms: 100 % payment along with all taxes and duties shall be payable after 30 days from the date of delivery of material in at our works.

8.0 Risk purchase

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the 07 days of issuance of Purchase order by hand/e-mail/fax, BL shall have the right and option to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

9.0 Submission of Hard copies

The bidder shall furnish the original bid and other 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 or non-receipt 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, forfeiture of the EMD, cancellation of work and criminal prosecution.

10.0 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 the website: balmerlawrie.com platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

11.0 Bid Submission

The bidder should complete all the processes and steps required for bid submission. bidder may also note that the incomplete bids will not be entertained by BL and are not qualified for the Tender Inviting Authority for processing.

Before submitting the documents, the bidders shall sign on all the statements, documents, certificates submitted by him, owning responsibility for their correctness / authenticity

12.0 Liquidated damages: -

Vendor shall be liable to pay liquidated damages for the following:

1. Failure to deliver the material as per PO and delivery schedule. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of PO value per week or part thereof subject to a maximum of 5.0%.
2. If any damage is caused to the property and/or machinery (including its any part) of Balmer Lawrie & Co Ltd., directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.

13.0 Delivery Location, working days & hours: - The delivery is required to be done to the following:

**Shri Abhishek Tiwari,
Balmer Lawrie & Co. Ltd.
P-43 Hide Road Extension, Kolkata-700088**

The delivery shall be done only from Monday to Friday between 10:00 am. to 5:00 pm (timing may be relaxed if required).

14.0 Factory Rules: - Supplier personnel have to abide by the Balmer Lawrie & Company, Greases and Lubricants, Kolkata factory rules and regulations.

15.0 Offers & Enclosures: The offers submitted by the all the tenderers will be non-returnable and shall be the property of BL even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.

16.0 Validity period of the offer:

The period of **validity of the quotations** should **not be less than 120 days** from the due date of the tender.

- 17.0 Guarantee Period: - Vendor shall guarantee against any and all defects in design, workmanship, materials and performance for a period of One month (01) month from the date of supply of the material esp. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the supplier and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the supplier
- 18.0 LIMITATION OF LIABILITY: Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.
- 19.0 Force Majeure: Shall mean and be limited to the following –
(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lightning or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 28 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.
- 20.0 RESOLUTION OF DISPUTES / ARBITRATION
All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the Chairman and Managing Director of BL, Kolkata whose award shall be final & binding on both the parties. The contract shall deem to have been entered at BL, and all suits in respect of this contract shall be under the jurisdiction of the court in Kolkata.
- 21.0 **Tender for registered approved vendors only:** The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Balmer Lawrie & Co. Ltd. SBU: Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 22.0 Right to Balmer Lawrie & Co Ltd (BL): BL reserves the right to reject any / all offers if a conflict of interest between bidder and the company is detected at any stage. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

Thanking you,
Yours faithfully,
For **Balmer Lawrie & Co. Limited**

Abhishek Tiwari
Sr. Manager [Brand Promotions & Communications]

Encl.: Annexure B: Price Bid /Balmerol Logo