

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION  
SANRAKSHAN BAHVAN, 10 BHIKAAJI CAMA PLACE  
NEW DELHI 110066**

**Tender No. PCRA/EC/NIT/07-08/03**

1. Petroleum Conservation Research Association invites sealed quotations in prescribed tender form under **TWO BID (PART-I: TECHNO-COMMERCIAL BID & PART-II: PRICE BID) SYSTEM** from bonafide and experienced suppliers for the job of supply of 12,000 quantities of T-Shirts and 12,000 quantities of Cap.
2. Brief Description of tender is as follows:

1.	Job Details	Supply of 12,000 quantities of T-Shirts and 12,000 quantities of Caps as per specification shown in Annexure - I.
2.	Scope of Work	As defined in tender
3.	Tender Fee	Rs. 1,000/- (Rupees One Thousand only) - Non-refundable to be paid in favour of PCRA in the form of DD payable in Delhi.
4.	Sale of Tender	From 31.10.07 to 20.11.07 during working hours (09:30 hrs. to 17:30 hrs.) on working days (Monday to Friday). Tender can also be downloaded from PCRA website <a href="http://www.pcra.org">www.pcra.org</a> (Parties downloading tender from website should submit the tender fee along with the tender.
5.	Last date of submission of tender	21.11.07 by 1400 hrs.
6.	Date and Time of opening of Tender	21.11.07 by 1500 hrs. or there after
7.	Earnest Money Deposit	(a) Rs. 9,225.00 for supply of 12,000 nos. of caps (b) (b) Rs. 52,275.00 for supply of 12,000 nos. of T-Shirts The amount is to be paid in favour of PCRA in the form of DD payable at Delhi
8.	Validity of offer	60 Days
9.	Tender issuing Authority	Additional Director (Education Campaign)

10.	Tender receiving Authority	Additional Director (Education Campaign)
11.	Correspondence Address	Additional Director (Education Campaign) PCRA, Sanrakshan Bhavan, 10 Bhikaji Cama Place, New Delhi 110 066

3. Tender documents containing detailed terms & conditions can be purchased on payment of requisite non-refundable tender fee of Rs. 1,000/- by way of Account Payee Demand Draft (only) in favour of "Petroleum Conservation Research Association" payable at New Delhi during working hours (09:30 to 17:30 hrs.) on all working days (Monday till Friday) from 31.10.07 to 20.11.07. Tender document can also be downloaded from PCRA website [www.pkra.org](http://www.pkra.org) and the required tender fees shall be submitted as above at the time of submission of tender.

4. Pre-qualifying Criteria:

**For supply of 12,000 quantities of Caps:**

- (a) The Supplier should have a minimum annual average turnover of Rs. 5.5 Lakh (certified by chartered accountant) during last 3 financial years of 2003-04, 2004-05 & 2005-06.
- (b) The Supplier should have an experience of executing a single work order for a similar job for a minimum amount of Rs. 2.40 Lakh.

**For supply of 12,000 quantities of T-Shirts:**

- (a) The Supplier should have a minimum annual average turnover of Rs. 32 Lakh (certified by chartered accountant) during last 3 financial years of 2003-04, 2004-05 & 2005-06.
- (b) The Supplier should have an experience of executing a single work order for a similar job for a minimum amount of Rs. 14 Lakh.

**THE TENDER COMPRISES OF TWO-BID SYSTEM:**

**PART-A: TECHNO-COMMERCIAL BID (as per Annexure II) along with terms and condition as per annexure IV & V**

**PART-B: PRICE BID as per Annexure 'III' consisting of items description**

The Technical Bid and Commercial Bid should be submitted in **two separate sealed envelopes**, duly marked on the cover "TECHNO-COMMERCIAL BID" OR "PRICE BID" along with the title "**PROCUREMENT OF PROMOTIONAL ITEMS**" & further enclosed in one envelope by affixing your rubber stamp and address to the office of Additional Director (EC) Petroleum Conservation Research Association, Sanrakshan Bhawan, 10, Bhikaji Cama Place, New Delhi - 110066. **The Earnest Money Deposit shall be enclosed in the Techno-Commercial Bid.**

Documents shall be issued, received and opened on the date and time as mentioned above. If the tender cannot be opened on the date as given above due to unavoidable circumstances, the tender will be opened on the next working day unless separate notification is issued in this regard. **Tenders can also be downloaded from PCRA website [www.pcra.org](http://www.pcra.org).**

PCRA takes no responsibility for delay, loss or non-receipt of bids sent by post. Telex/Telegraphic/Fax offers shall not be accepted. Conditional offers are liable for rejection.

**Additional Director  
PETROLEUM CONSERVATION RESEARCH ASSOCIATION**

**Specification**

**Supply of T-Shirts:**

Polo T-shirts

- (a) 3/20 count collar and cuff
- (b) Combed Cotton
- (c) Honey comb -  $18 \pm 2_0$  count
- (d) Quantity: 12,000 nos. (Small: 2,000, Medium, 6,000. Large: 2,000, Extra Large: 2,000)
- (e) Fabric: Polyester/Cotton → 30:70
- (f) GSM : 240
- (g) Colour: White
- (h) PCRA logo on pocket(printed)
- (i) Slogan of apprx. 10 words(printed)

\* slogan and logo provided by PCRA

**Supply of Caps:**

- (a) Quantity: 12,000 nos.
- (b) Main Fabric: 100% Cotton 6x12 JCT Twill
- (c) Flap Fiber: 7.5 cm PVC Imported sheet
- (d) Inside Fusing: Imported Wire Fusing
- (e) Finish Band: 100% cotton Twill with paper foam
- (f) Nylon Top: With double needle attachment
- (g) Top Button: Metal Button
- (h) Back Side: valcrow
- (i) Colour: White
- (j) PCRA logo in front(printed)
- (k) Slogan of apprx. 5 words(printed), one slogan on each side

\* slogan and logo provided by PCRA

**TECHNO-COMMERCIAL BID**

DETAILS REQUIRED IN RESPECT OF PARTY  
(To be typed on Party's Letterhead)

1.	Name of the Party			
2.	Address			
3.	Telephone / Fax No (s)/E-mail			
4.	NGO/State Govt. Deptt./ Pvt. Party/ others (please specify)			
5.	Year of Establishment			
6.	Proprietor/ Partnership firm/Limited/ Pvt Limited			
7.	Name of Proprietor / Partner/ Directors			
8.	Registration No. ( <b>enclose copy of Registration Certificate</b> )			
9.	Details of similar/other works carried out in last three Years ( <b>please enclose the copies of 3 relevant work orders and completion certificate</b> )	<b>Client</b>	<b>Job</b>	<b>Amount</b>
10.	Copies of audited Balance sheet enclosed for financial years 2003-04, 2004-05 & 2005-06 (please tick)	2003-04	2004-05	2005-06
11.	Copies of P &L A/C enclosed for financial years 2003-04, 2004-05 & 2005-06 (please tick)	2003-04	2004-05	2005-06

12.	Copies of I/T Returns enclosed for assessment years 2004-05, 2005-06 & 2006-07 (please tick)	2004-05	2005-06	2006-07
13.	VAT (Registration No., if applicable):			
14.	Any other details			
15.	Whether manufacturer or supplier			

**Name & Signature of .....**  
**Proprietor / Partner with Firm's Seal**

**Date :**

SCHEDULE OF RATE

S. NO.	ITEM/ DESCRIPTION	UNIT	TENTATIVE QTY.	UNIT RATE (RS.)	AMOUNT (RS.)
1	CAP	NOS	12,000		
2	T-SHIRT	NOS	12,000		

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Date:

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Signature of Contractor/Part

TERMS AND CONDITIONS

1. Tenderer (s) who download the tender documents from PCRA's website:/ <http://www.pcra.org>, have to submit a separate Demand Draft of Rs. 1000.00 (One thousand) non refundable The amount along with the offer in favour of "PETROLEUM CONSERVATION RESEARCH ASSOCIATION" payable at New Delhi as the cost of tender document, failing which the tender will not be considered.
2. The tenderer should have executed the single work order of similar nature for a minimum value or more in the last 3 years as specified else where in this tender document under pre-qualifying criteria. Moreover, tenderer shall submit this and the Average Annual Turnover in the last 3 years as duly certified from a Chartered Accountant.
3. The bidder shall have to deposit a sum as mentioned below towards Earnest Money Deposit in the form of Demand Draft payable to 'Petroleum Conservation Research Association, New Delhi along with the tender document.

Sl. No.	Item	EMD Rs.
1	Cap	9,225.00
2	T-Shirt	52,275.00

4. All disputes arising out of the work order to be issued against this tender shall be referred to the sole arbitration of a person selected by the vendor out of a panel of three persons nominated by the Executive Director, Petroleum Conservation Research Association and his/her decision/award shall be final and binding on the contractor. The Indian Arbitration & Conciliation Act 1996 shall apply to the arbitrations proceedings under this contract.
5. In case of any difference of opinion or any dispute arising out of any matter pertaining to this arbitration, the decision of Executive Director, PCRA shall be final and binding and the contract may be terminated without assigning any reason.
6. Jurisdiction- The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and

in force for the time being are applicable to this contract tender. All the disputes will be settled in Delhi Court only.

7. The rate quoted shall be inclusive of packing, forwarding freight, octroi and all incidental charges for delivery at our Northern (Delhi), Eastern (Kolkata), Western (Mumbai), Southern (Chennai) Regional offices (i.e. F.O.R. Destination - PCRA Regional Offices). Quantities tentatively mentioned in **(Annexure-VII)** shall be dispatched to each location after inspection. The exact quantity of each item for every region shall be mentioned in work order.
8. The sales tax/ VAT, if applicable, should also be mentioned. Form C is not available with Owner.
9. The quantity indicated are tentative and owner reserves the right to split up the order between two or more parties as well as to increase/decrease the quantity of any of the item.
10. No advance payment shall be made. The payment shall be released within 15 days on submission of the bill to Addl. Director, PCRA along with production of registered parcel/courier documents (POD receipt) etc. and on receipt of such items in good condition at respective locations. Any deviation in the terms and conditions may please be specifically mentioned.
11. The delivery of items at PCRA's Chennai, Kolkata, New Delhi and Mumbai offices will be within 15 days for the first lot of 25% of order value & balance 75% of order value within 30 days from the date of issue of confirmed order.
12. The material shall be ensured to be delivered at respective locations in good condition and will be covered under "transit insurance policy" by the vendor.
13. Any Goods lost or damaged in transit shall be restored or replaced by the Supplier at the Supplier's expense and to the Buyer's satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of the Buyer or replace goods have been accepted.
14. Individual unit should be packed separately in polythene as per good practice. Packing of lot should be in polythene Sheet cover to avoid

any damage from rain/water etc. and should be further packed in proper cartons.

**Additional Director (Education Campaign)**  
**PETROLEUM CONSERVATION RESEARCH ASSOCIATION**

PETROLEUM CONSERVATION RESEARCH ASSOCIATION  
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE  
NEW DELHI - 110 066

GENERAL PURCHASE CONDITIONS

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## 1. DEFINITION:

The following expressions used in the Purchase Order shall have the meaning indicated against each of these: -

The "**OWNER**" means **Petroleum Conservation Research Association, a society under Ministry of Petroleum & Natural Gas, Govt. of India** having its office at Sanrakshan Bhawan, 10, Bhikaji Cama Place, New Delhi - 110 066.

And shall include its successors and assignees.

**"GOODS/MATERIALS"**: Goods and/or materials shall mean any of the articles, materials.

**"VENDOR"**: Vendor shall mean the person, firm or corporation to whom the purchase order is issued.

**"CONTRACTUAL DELIVERY DATE"**: Contractual delivery date is the date on which goods shall be delivered F.O.R. dispatching point/destination in accordance with the terms of the Purchase Order. This contractual delivery date/period is inclusive of all the lead time for engineering procurement of raw materials, manufacturing, inspection/testing, packing any other activity whatsoever required to be accomplished for effecting the delivery at the agreed delivery point.

**"PCRAS"**: PCRAS deputed by Owner.

## 2. REFERENCE FOR DOCUMENTATION:

Purchase Order number must appear on order confirmation correspondence, invoices, consignment notes, packing and or any documents or papers connected with the order.

## 3. CONFIRMATION OF ORDER:

The vendor shall acknowledge the receipt of the Purchase Order within two days of P.O. Date through Fax/e-mail to Additional Director(EC), New Delhi following the faxing/e-mailing of this order and thereby confirm his acceptance of the Purchase Order in its entirety without

exception. This acknowledgement will appear on both Purchase Order and General Purchase Conditions.

**4. SALES CONDITIONS:**

With Vendor's acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

**5. COMPLETE AGREEMENT:**

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Change will be binding only if the amendments are made in writing and signed by an authorized representative of Owner and the Vendor.

**6. INSPECTION, CHECKING, TESTING:**

- (a) The materials covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and/or dispatch and to final inspection within a reasonable time after arrival at site. PCRAs shall have the right to carry out the inspection and testing which will include the raw material at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and after completion of packing.
- (b) All tests, mechanical and others particularly those required by codes will be performed at the vendor's expenses by accredited laboratory and in accordance with PCRA's instructions. The vendor shall also bear the expenses concerning preparation and rendering of tests required by any statutory testing agency as may be required.
- (c) The salaries and fees of PCRAs and their traveling, lodging and boarding expenses will not be borne by the vendor unless Inspections become in fructuous due to any omission or commission on the part of the vendor. Before dispatch, the materials will have to be checked and stamped by PCRA who are authorized also to forbid the use and dispatch of any equipment and/or materials which during tests and inspections fail to comply with the specifications, codes and testing requirements.

- (d) The vendor will have to: -
- Inform owner/Inspector at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.
  - Provide free access to PCRA during normal working hours to Vendor's or his/its sub vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- (e) Even if the Inspections and tests are fully carried out, Vendor is not absolved to any degree from his responsibilities to ensure that all materials supplied comply strictly with requirements as per agreement at the time of delivery, inspection or arrival at regional offices.
- (f) The vendor's responsibilities will not be lessened to any degree due to any comments made by PCRA witnessing only chemical or physical tests.
- (g) Test certificates shall have to be furnished by the vendor at the time of delivery.

In any case, the materials must be strictly in accordance with the Purchase Order and/or its attachments failing which the Owner shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

## **7. WEIGHTS AND MEASUREMENTS:**

- (a) The consignment note, invoice, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Owner's Purchase Order.
- (b) All weights and measurements recorded by Owner/PCRA's on receipt of goods at site will be treated as final.

## **8. DESPATCH INSTRUCTIONS:**

- (a) Unless otherwise specifically advised in writing, goods shall not be despatched without prior inspection, testing and Release orders/Materials Acceptance Certificates issued by PCRA.
- (b) Vendor shall exercise due care and ensure that the consignments are booked under appropriate railway classifications, failing which any additional freight incurred by Owner due to vendor booking the material under a wrong classification shall be to vendor's account.
- (c) Goods shall be consigned in the name of the consignee viz.: CHIEF REGIONAL COORDINATOR - (NR/ER/WR/SR) as per the addresses given in **annexure VI**.
- (d) Owner reserves the right to advise any change in despatching point/destination and/or mode of transport as may be required. Any extra expenditure on this account supported by documentary evidence; will be reimbursed by the Owner.
- (e) Unless otherwise specifically advised in writing, the goods shall be despatched by the most economical and expeditious mode of transport to the destination as applicable for respective mode of despatches.

#### **9. RESPECT FOR DELIVERY DATES:**

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase order for their delivery. The Owner reserves the right to defer the Period of delivery in writing.

#### **10. DELAYED DELIVERY:**

Time and date of delivery of materials as stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extensions sanctioned, the Owner may at his option either:

- a. Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2 %) of the value of any goods not delivered for every week of delay or part thereof limited to a maximum of 5% of the total order value.
- b. Cancel the order in part or full, purchase such cancelled quantities from elsewhere on account any at the risk of the Vendor, without prejudice to its rights under (a) above in respect of goods delivered.

#### **11. DELAYS DUE TO FORCE MAJEURE:**

In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Owner on receipt of application from the Vendor without imposition of penalty. Only those causes which depend on natural calamities, civil wars and national strikes which have a duration of more than seven consecutive calendar days, causes like strike/lockout at Vendor's work for more than ten consecutive days and Government Acts such as major power cuts for a consecutive minimum period of 30 days and other direct legislative enforcement are considered the causes of Force Majeure. The decision of Owner shall be final and binding on vendor.

The Vendor must advise the Owner by a Registered letter duly certified by local Chamber of Commerce or statutory authorities, the beginning and the end of the cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force Majeure conditions as defined above.

#### **12. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

In case the materials do not comply with specification and requirements, the same shall be removed by the Vendor at his/its own expense and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Owner for such disposal shall be to the account of the Vendor. The freight paid by the Owner, if any on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Owner before the rejected materials are removed by the Vendor. The Vendor

will have to proceed with the replacement of that or part of material without claiming any extra payment if so required by the Owner. The time taken for replacement in such event will not be added to the contractual delivery period.

**13. PRICE:**

Unless other wise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

**14. INVOICING AND NEGOTIATION OF DOCUMENTS:**

Invoices and other documents including inspection Certificates/Release Note shall be sent as hereunder:

Original plus 2 copies to the Additional Director(EC), Petroleum Conservation Research Association, New Delhi.

**15. RECOVERY OF SUMS DUE:**

Whenever any claim against the vendor for payment of a sum of money arise out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount the vendor shall pay to the owner on demand the balance remaining due.

**16. PART ORDER/REPEAT ORDER:**

Vendor hereby agrees to accept part order at owners option without any limitations whatsoever and also accept repeat order(s) during a period of six months from the date of original purchase order on same unit price, terms & conditions.

**17. CHANGES/MODIFICATIONS:**

The owner has the option at any time to make changes in quantities ordered or in specifications and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalized within 10 days from the date when the changes are ordered.

#### **18. CANCELLATION:**

The owner reserves the right to cancel this Purchase Order/or, any part thereof and shall be entitled to rescind their contract wholly or in part in a written notice to the vendor if:

- (i) The vendor fails to comply with the terms of this Purchase order.
- (ii) The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
- (iii) The vendor becomes bankrupt or goes into liquidation
- (iv) The vendor makes a general assignment for the benefit of creditors.
- (v) A receiver is appointed for any of the property owned by the vendor.

Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it.

The owner in that event will be entitled to procure the requirement in the open market and recover the excess payment over the vendor's agreed price, if any, from the vendor reserving to itself the right to forfeit the security deposit, if any, made by the vendor against the contract.

The vendor is aware that the owner requires the said goods for the ultimate purpose of social distribution and that non-delivery may disrupt its time-bound program and consequently loss of profit & image to the owner. In this event of the owner exercising the option to claim damage for non-delivery other than by way of difference between the market price and the contract price the vendor shall pay to the owner the fair compensation to be agreed upon between the owner and the vendor.

The provision of this clause shall not prejudice the right of the owner from invoking the provisions of clause ' Delayed Delivery' as aforesaid.

**19. NON-WAIVER:**

Failure of the Owner/Owner's representatives to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies herein or by law or failure to properly notify vendor in the event of breach; or the acceptance of, or payment of any goods hereunder or approval of design shall not release the vendor and shall not be deemed a waiver of any right of the Owner or Owner's representatives to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Owner's representatives act as waiver of terms hereof.

**20. NO ASSIGNMENT:**

The purchase order shall not be assigned to any other agency by the vendor without obtaining prior written consent of owner.

**21. LEGAL JURISDICTION:**

In case of any legal issue arising out of the contract, the same shall be subject to the jurisdiction of the Courts at New Delhi only, to the exclusion of all other courts.

**22. RELATIONSHIP WITH EXECUTIVE COMMITTEE/GOVERNING BODY MEMBERS:**

The Vendor should declare exhaustive details in a separate covering letter containing the answers of following queries:

- (i) Whether proprietor is an Executive Committee/Governing Body member or is related to any Executive Committee/Governing Body member of PCRA in service or retired within the past two years.
- (ii) Whether any partner or member of the firm is Executive Committee/Governing Body member of PCRA or is related to any

Executive Committee/Governing Body member of PCRA in service or retired within the last two years.

- (iii) Whether any of the Directors of the Company is an Executive Committee/Governing Body member or is related to any Executive Committee/Governing Body member of PCRA present or retired within the past two years.

**ANNEXURE VI****ADDRESSES**

1.	Chief Regional Coordinator (NR) Petroleum Conservation Research Association Sanrakshan Bhawan, 10, Bhikaji Cama Place, New Delhi - 110 066	Phone: 011-26198856 Fax : 011-26109668
2.	Chief Regional Coordinator (ER) Petroleum Conservation Research Association Indian Oil Bhavan, 6 <sup>th</sup> Floor 2, Gariahat Road (South) Dhakuria Kolkata - 700 068	Phone: 033 - 65145826 Fax : 033 - 22880763
3.	Chief Regional Coordinator (WR) Petroleum Conservation Research Association C-5, Kesava Building, Gr. Floor, Bandra Kurla Complex, Bandra East Mumbai - 400 051	Phone: 022 - 26592587 Fax: 022 - 26590034
4.	Chief Regional Coordinator (SR) Petroleum Conservation Research Association T.M.B. Mansion, 1 <sup>st</sup> Floor 739, Anna Salai, Chennai - 600 002	Phone: 044 - 28524772 Fax: 044 - 28521662

**Annexure- VII**

**TENTATIVE QTY OF PROMOTIONAL ITEM TO BE DESPATCHED TO  
THE RESPECTIVE REGION**

<b>SI No.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>NR +PS</b>	<b>ER</b>	<b>WR</b>	<b>SR</b>	<b>TOTAL Qty.</b>
2	CAP	NOS	4500	2500	2500	2500	12000
3	T-SHIRT	NOS	4500	2500	2500	2500	12000