

Brahmaputra Cracker & Polymer Limited (BCPL)

[A Government of India Enterprise]

GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, (Postal Address):-Brahmaputra Cracker and Polymer Limited, P. O. LEPETKATA, DIST. DIBRUGARH (Assam) – 786006. (For Courier Services):- BCPL, LEPETKATA, Distt. DIBRUGARH – 786006 any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.

2. Quotation duly sealed & superscribed with the tender/enquiry no., offer opening date and the words ‘QUOTATION – DO NOT OPEN’, should reach this office on or before the due date of opening along with samples, if required. Quotation may also be sent through e-mail. BCPL reserves the right to accept/reject the offer without assigning any reason whatsoever.

3. Local Sales Tax and Central Sales Tax /VAT /TIN registration Nos. must be mentioned in the quotation.

4. Rate should be given according to unit mentioned in NIT and no alternative unit will be considered. Taxes, duties, P&F and freight charges to Site should be indicated separately. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

5. The offer should remain valid for not less than 4 months from the offer opening date.

6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.

7. Revised offer/ post-offer modification of offer after the opening date will not be considered. Further, BCPL will not allow any upward revision of prices during the contract period unless specifically stated in the purchase Order.

8. The required quantities at the time of placement of order can be changed up to $\pm 25\%$ of the quantities specified in enquiry.

9. Price Reduction Schedule for delayed delivery: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or

by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value.

10. Enterprise's information with respect to MSME Development Act, 2006:

The bidder is required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority:

“We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006.”

(Please strike off whichever status is not applicable).

Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as enterprises which have filed a memorandum with the authority specified by the respective State Government.

If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following:

“We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No).”

If the response to the above is ‘Yes’, the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.”

11. Warranty/Guarantee:

Material/spares supplied shall be guaranteed for defect originating from design, materials, workmanship, operating characteristics etc. for 12 months from date of commercial operation or 24 months from the date of shipment, whichever is earlier. In case of rejection of goods supplier shall replace/repair the same at no extra cost to BCPL and till such time the rejected goods shall be lying at site at the risk and cost of supplier.

12. Payment terms:

100% Payment will be released within 30 days of receipt and acceptance of material/installation at site/stores.

13. Invoice:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (F&A) BCPL, LEPETKATA immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

14. Packing & Marking:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

15. Dispatch documents:

The dispatch documents shall consist of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BCPL well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

16. Repeat Order: Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

17. Force Majeure: Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting 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 20 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 offer 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.

18. 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 General Manager of BCPL whose award shall be final & binding on both the parties. The contract shall deem to have been entered at BCPL, LEPETKATA and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati.

19. Fall Clause:

The price charged for the items supplied under the contract by the seller shall in no event exceed the lowest price at which the seller or his Agent/Principal/Dealer, as the case may be,

sells the goods or offer to sell goods of identical description to any persons/organizations around the world during the currency of the contract.

If at any time during the said contract period, seller or his Agent/Principal/Dealer, as the case may be, reduces the sale price, sells or offers to sell such goods to any persons/organizations at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the BCPL and the price payable under the contract for the goods supplied after the date of coming into force of such reduction

or sale or offer of sale stand correspondingly reduced. However, the above stipulation will not apply to:

- a) Exports by the Seller
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates

The Seller shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against this order.

“I/We certify that there has been no reduction in sale price of the goods of description identical to the goods supplied to the BCPL under the contract herein and such goods have not been offered/sold by me/us to any person/organization around the world upto the date of bill/ during the currency of the contract whichever is later, at a price lower than the price charged to the BCPL under the order”.

Such a certificate shall be obtained except for quantity of items/goods/materials categories under sub clause (a), (b) & (c) above, of which details shall be furnished by the Seller.

20. Seller shall protect and fully indemnify BCPL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.

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