



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

REQUEST FOR QUOTATION (RFQ)

Part-A

RFQ No.: BCPL/DIB/C&P/2012/C/008/MD

June 12, 2012

To,

Dear Sir(s),

Brahmaputra Cracker and Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid systems for supply & installation of Godrej Furniture for BCPL-Project Site, lepetkata. The details tender document is as under:

- | | | |
|------|--|---|
| i) | Last date and time for submission of tender: | 03/07/2012 at 14.30 hrs. |
| ii) | Date and time for opening of bids: | 03/07/2012 at 15.00 hrs. |
| iii) | Pre-Bid Meeting: | 26/06/2012 at 15.30 hrs. |
| iii) | EMD: | Rs. 87000/- to be paid in the form of Demand Draft / Banker Cheque / BG in favour of Brahma Putra Cracker and Polymer Ltd., payable at Dibrugarh. |
| iv) | Place of submission of tender: | Sr. Manager (C&P)
Address: Project Office,
Brahmaputra Cracker & Polymer Limited
Central ware House Building,
Lepetkata, P.O. Lepetkata
Dibrugarh-786006, Assam, India |

Regd.Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel:0361-2733554, 0361-2733556(Fax)

Project Site Office: Project Office,, Main Fire Station Building, Lepetkata, P.O. Lepetkata
Dibrugarh-786008, Assam, India Tel: 0373-2914611

Project Execution office: 3rd Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

Part-A

Offers should be submitted separately in two parts in sealed envelopes super-scribed with the tender no., due date, item and nature of offer (Un-priced /Priced).

PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out** and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.

PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure – I)

The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.

Fax / Telex / e-mail offer shall not be considered.

Price Basis: FOT BCPL SITE basis.

Delivery/Completion Schedule:

Materials shall be delivered in three lots as per following table . The 1st lot shall be delivered within 06 weeks from the date of issue of purchase order. The 2nd lot & 3rd lot shall be delivered within 6 weeks from date of intimation from BCPL. However , the intimation for the 3rd lot supply shall be within 12 months from the date of PO.

Requirement	1 st	2 nd	3 rd	Total
Executive Table S-1071	6	3	3	12
T-9 Table	25	16	0	41
Viva Table with pedestal, side table and credenza	0	0	2	2
Ex. Chair PCH-7001D	30	33	0	63
PCH Chair 7102	22	0	0	22
Visitor Chair PCH 7003 D	30	25	16	71
Almirah (Storewel)	20	20	0	40
Filling Cabinet	30	30	22	82
Filling Rack	30	0	0	30
Executive Chair (Monarch)	1	1	0	2
Crest Chair (Hi Back) CRST-01	1	0	0	1
Crest Visitor Chair (Med back) CRST-02	4	0	0	4

Terms of delivery:

MATERIALS SHALL BE DELIVERED ON F.O.T. SITE BASIS.

Consignee Address:

OFFICE OF THE SR. MANAGER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LIMITED
CENTRAL WARE HOUSE BUILDING
PO: LEPETKATA
DIBRUGARH PIN -786006
ASSAM,0373-2914611

Terms of Payment:

100% PAYMENTS SHALL BE MADE WITHIN 30 DAYS AFTER SUCCESSFUL INSTALLATION OF MATERIALS AT OUR SITES OFFICE LEPETKATA.

Warranties: 12 MONTHS FROM THE DATE OF INSTALLATION OR 18 MONTHS FROM THE DATE OF SUPPLY WHICHEVER IS EARLIER.

Price Reduction Schedule: PRICE REDUCTION @0.5% ON THE DELAY IN SUPPLIES OF THE UNDELIVERED PORTION PER WEEK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE IS EXCLUDING TAXES & DUTIES.

BID EVALUATION CRITERIA (BEC):

- a) The bidder should have the experience of supply & installing of office furniture (Godrej Make) in any Govt. Deptt. / PSU/ reputed private organization in previous 7 years period from the due date of submission of bid. Bidder needs to produce copy of such purchase order along with execution proof from purchaser duly attested / notarized by a Notary Public.
- b) Other than the manufacturer, bidder must have Valid dealership certificate for dealing in Godrej make Furniture (Issued by M/s Godrej) The duly attested copy of the same should be furnished along with un- priced bid.
- c) Warranty / guarantee should be minimum 01 years from the date of installation.
- d) Entry Tax shall be applicable for outside bidders of Assam @4% on landed value & same shall be borne by the supplier otherwise, the applicable amount shall be loaded during evaluation of price bids.

All the supporting documents to meet the BEC for point no a&b should be duly attested by a Gazetted officer / officer of Public Sector Enterprises/ Notary public.

EVALUATION METHODOLOGY OF PRICE BID:

In case, more than one bidders at the same position during evaluation of price bids, the offer of the bidder shall be considered having maximum executed single order value for similar nature of supply during last 7 years.

FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

LATE BIDS:

Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be rejected.

Telegraphic / Tele Fax / E-Mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

OPENING OF PRICE BIDS:

The price bids of the substantially responsive bidders will be opened later. The price bids of those bidders determined to be not substantially responsive will be rejected.

AWARD CRITERIA:

The OWNER will award the contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the OWNER'S action..

Performance Bank Guarantee (PBG):

Within 15 days after the SELLER'S receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents (refer Annexure – IV), for an amount equivalent to 10% of the total value of the CONTRACT.

The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER'S failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

The performance guarantee shall be denominated in the currency of the CONTRACT.

The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Dibrugarh (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Dibrugarh (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Dibrugarh, Assam.

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 physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers 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, OWNER reserves the right to cancel the order and provisions governing termination 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 OWNER 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 cause, the SELLER or the OWNER 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, stated elsewhere.

REJECTION CRITERIA:

Deviation to the following clauses of RFQ shall lead to rejection of bid:

- (I) Firm price
- (II) EMD/ BID bond
- (III) Price basis
- (IV) Delivery Period.
- (V) Staggered delivery clause as per **Delivery/Completion Schedule**
- (VI) Period of validity of bid.
- (VII) Price Reduction Schedule
- (VIII) Performance bank guarantee/ security deposit
- (IX) Arbitration/ Jurisdiction of court
- (X) Force majeure

Repeat Order Clause: For any item (s), ordered on the seller, the purchaser can place repeat orders up to 50 % of ordered quantity for additional supply within a period of six months from the date of original order at the same prices and commercial terms & conditions

Enclosures: PART –A

1. Master Index , “ **EXHIBIT-A” & “EXHIBIT-B”**
 2. **ANNEXURE -I (GENERAL PURCHASE CONDITIONS (GPC)**
 3. **ANNEXURE – I I(Schedule of Rates),**
 4. **Annexure – III (Consent letter applicable for outside bidders of Assam**
 5. **Annexure – IV (format of PBG) and**
 6. **Annexure – V (format of BG for EMD)**
- PART-B ,**
- ANNEXURE-I (SOR)**

Yours truly,

For and on behalf of Brahmaputra Cracker and Polymer Ltd.

(M J Duarah)
Sr. Officer (C&P)

MASTER INDEX

Exhibit 'A'

CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER

TENDER NO.: **BCPL/DIB/C&P/2012/C/008/MD**

SL No.	TENDER REQUIREMENT	BIDDER's REPLY / CONFIRMATION
1	The bidder should have the experience of supply & installing of office furniture (Godrej Make) in any Govt. Deptt. / PSU/ reputed private organization in previous 7 years period from the due date of submission of bid. Bidder needs to produce copy of such purchase order along with execution proof from purchaser duly attested / notarized by a Notary Public.	Reference of attested copies of documents furnished: 1.
2	Other than the manufacturer, bidder must have Valid dealership certificate for dealing in Godrej make Furniture (Issued by M/s Godrej) The duly attested copy of the same should be furnished along with un-priced bid.	
3	Warranty / guarantee should be minimum 01 years from the date of installation.	
4	Entry Tax shall be applicable for outside bidders of Assam @4% on landed value & same shall be borne by the supplier otherwise, the applicable amount shall be loaded during evaluation of price bids.	
5	Confirmation regarding submission of other documents as per check-list.	
6	<u>VAT Registration Certificate:</u> Confirmation of submission of valid VAT registration certificate in the name of the bidder	

Note:-

Please note that the documents listed by you above only shall be considered for evaluation of your claim of meeting Bidder Evaluation Criteria. Any other documents, not included above shall not be considered. Further please note that all the documents submitted should be **attested** by a Gazetted officer / officer of Public Sector Enterprises/ Notary public.

Date:

Bidder's signature_____

CHECK LIST FOR SUBMISSION OF DOCUMENTS

Bidder is requested to fill this check list and ensure that all detail / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)".

Please tick the box and ensure compliance:-

1.0 EMD of requisite amount is submitted in the form of DD/Banker's Chque from any scheduled bank as mentioned in RFQ.

Submitted in the form of DD/Banker's Chque (Rs. 87000/-).

DD / Banker's Chque No. _____ Dated _____ Drawn on _____

2.0 Submission of Documents as per **Exhibit 'A'** duly filled in submitted

☐

3.0 Validity of offer is up-to four (04) months from the date of submission of Techno-commercial part.

Yes Valid up to _____

4.0 This is Two-Bid system tender, confirm you have submitted your price bid in a separate sealed envelope, clearly marked Price Bid

☐

5.0 Confirm that you have read and understood the terms & conditions of tender document completely including those under REJECTION CRITERIA and that any deviation/stipulation to these conditions may lead to immediate rejection of your bid.

☐

6.0 Original bidding document along with blank (un-priced) copy (2 no) of price bid (Schedule of Rates) and addendum, if any.

Submitted

☐

7.0 All pages / documents are stamped and signed by the authorized signatory of the bidder towards acceptance of terms and conditions of the tender:

Yes

☐

8.0 All pages / documents are stamped & signed by authorized signatory of the bidder towards acceptance of terms & conditions of the tender:

9.0 Copy of **PAN CARD** Duly Attested

☐

10.0 Copy of **VAT Registration** Certificate:

☐

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

"EXHIBIT-B"

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

SR. OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"CENTRAL WAREHOUSE BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786 006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

- A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:

(i) Postal Address

: _____

_____.

(ii) Telephone Number : _____

(iii) Telefax Number : _____

(iv) Contact Person : _____

(v) E-mail Address : _____

- B) Details of Contact person:

(i) Postal Address

: _____

_____.

(ii) Telephone Number : _____

(iii) Fax Number : _____

(iv) Contact Parson : _____

(v) E-mail Address : _____

C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of bid:

- The item/ service does not fall in our product/servicing range.
 - We cannot meet the technical specifications as specified in tender.
 - There is an order overbooking.
 - We need some more time for submission of offer and hence request for extension of bid submission date.
 - Any other reason (Please specify)_____
- _____

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

**Brahmaputra Cracker and Polymer Limited
(A Govt of India Enterprise)
Lepetkata, Dibrugarh**

GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, **Brahmaputra Cracker and Polymer Limited, Central Ware House Building, Lepetkata, Dibrugarh, Pin 786006**. Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation, duly sealed & super scribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 1430 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of renderers/ authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.

3. Local Sales Tax and Central Sales **Tax/VAT/TIN** registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. 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 3 months from the bid opening date. Offers with less validity are likely to be ignored.
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 or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto $\pm$ 25% of the quantities specified in enquiry.

9. Price /Purchase Preference: Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.

10. 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 ½% (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.

11. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

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.

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

The bidders are 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."

13. Performance Guarantee (CPBG): In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not

later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

14. Inspection, Testing & Expediting: Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

15. Warranty :

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.

16. Payment terms:

100% Payment will be released within 15 days of receipt and acceptance of material/ installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

17. 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, 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.

18. 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.

19. Despatch documents:

Transit Risk Insurance shall be arranged by BCPL. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods. 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.

20. It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to BCPL the difference between the ordered rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

21. 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

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

23. Termination of Contract: The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –

- a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or
- b) If the Seller fails to perform any other obligation(s) under the Contract and
- c) If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the

party by BCPL (India) Ltd.. against any type of tender of tender not their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor.

The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. 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 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.

25. 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/Officer-in-Charge (OIC) of BCPL . whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at BCPL, and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati

- 26.** 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.

- 27.** Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of

contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BCPL processing of bid or award decisions may result in rejection of such bids.

28. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser :

- i) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

Schedule of Rate

Annexure – II

<u>Sl. No</u>	<u>Description</u>	<u>Qty. (No)</u>	<u>Basic Rate (Rs.)</u>	<u>Discount</u>	<u>Ex. Duty</u>	<u>VAT/ CST @</u>	<u>Unit Rate (Rs.)</u>	<u>Total Amt. (Rs.)</u>
1	Godrej Executive Table S-1071	12						
2	T-9 Table	41						
3	Godrej Viva Table with pedestal, side table and credenza	2						
4	Godrej Ex. Chair PCH-7001D	63						
5	Godrej PCH Chair 7102	22						
6	Godrej Visitor Chair PCH 7003 D	71						
7	Godrej Almirah (Storewel)	40						
8	Filling Cabinet	82						
9	Godrej Filling Rack	30						
10	Godrej Executive Chair (Monarch)	2						
11	Godrej Crest Chair (Hi Back) CRST-01	1						
12	Godrej Crest Visitor Chair (Med back) CRST-02	4						
				DONOT QUOTE HERE				

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis. Any column is left as blank shall be considered as inclusive on the quoted rates.

2. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – III) along with un- priced bid.

CONSENT LETTER

(Applicable for outside bidders of Assam and to be submitted along with un-priced bid)

To,

Sr. Manager (C&P)
Brahmaputra Cracker & Polymer Limited
Main Fire Station Building,
Lepetkata, P.O. Lepetkata
Dibrugarh-786006, Assam, India

SUBJECT: Deduction for Entry Tax at source

Dear Sir,

We hereby confirm that, entry tax as applicable shall be deducted at source from our bills as we do not have valid VAT - TIN Registration under Assam VAT Act 2003. Accordingly, M/s. BCPL has to provide Road Permit at the time of dispatch of materials.

(Signature of the bidder)

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

Ref.:

Bank Guarantee No.:

Date:

To

Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam.INDIA

Dear Sirs,

In consideration of the Brahmaputra Cracker & Polymer Limited (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s _____ having principal office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No. _____ dated _____ and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of Rs. _____ for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warrantee quality _____ to Owner/Purchaser.

We (bank) _____ having Head Office at _____ (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time upto _____ without a reference to the SELLER.

Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding not withstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest

liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO_____ (Rs. / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Court

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the seller up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the seller to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 200__

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 200__

WITNESS:

(SIGNATURE)
NAME

(NAME)

(OFFICIAL SEAL)

(SIGNATURE)
NAME
BANK RUBBER STAMP

Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution Board of
Directors

PART-A

Annexure-V

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be stamped in accordance with the Stamp Act)**

Ref. _____

Bank Guarantee

No _____

Date _____

Brahmaputra Cracker & Polymer Limited
Main Fire Station Building,
Lepatkata, P.O. Lepatkata
Dibrugarh-786006, Assam, India

Dear Sir (s),

In accordance with Letter inviting Tender under your reference
No _____

M/s-----having their
Registered/Head Office at ----- (hereinafter
called the Bidder) wish to participate in the said tender for-----

As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of -----
is required to be submitted by the Bidder as a condition precedent for participation in the
said Tender which amount is liable to be forfeited on the happening of any
contingencies mentioned in the Tender Document.

We, the -----Bank at-----

having our Head Office -----

(Local Address) guarantee and undertake to pay immediately on demand by
Brahmaputra Cracker & Polymer Limited., the amount -----
-----without any reservation, protest, demur and recourse. Any
such demand made by BCPL, shall be conclusive and binding on us irrespective of any
dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain, valid up to-----
(This date should be 180 days (One hundred & eighty days) after the date finally set out
for closing of tender). If any further extension of this guarantee is required the same shall
be extended to such required period on receiving instructions from M/s-----
----- on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on
this -----day of -----200----- at

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No

Date: _____

PART-B

Schedule of Rate

Schedule of Rate

Annexure – I

<u>Sl. No</u>	<u>Description</u>	<u>Qty. (No)</u>	<u>Basic Unit Rate (Rs.)</u>	<u>Discount</u>	<u>Ex. Duty</u>	<u>VAT/CST @</u>	<u>Total Unit Rate (Rs.)</u>	<u>Total Amt. (Rs.)</u>
1	Godrej Executive Table S-1071	12						
2	T-9 Table	41						
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6	Godrej Visitor Chair PCH 7003 D	71						
7	Godrej Almirah (Storewel)	40						
8	Filling Cabinet	82						
9	Godrej Filling Rack	30						
10	Godrej Executive Chair (Monarch)	2						
11	Godrej Crest Chair (Hi Back) CRST-01	1						
12	Godrej Crest Visitor Chair (Med back) CRST-02	4						
TOTAL								

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis. Any column is left as blank shall be considered as inclusive on the quoted rates.
2. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – III) along with un- priced bid.

Date:

Bidder's signature_____