



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

REQUEST FOR QUOTATION (RFQ)

Part-A

RFQ No.: BCPL/DIB/C&P/2012/M/025/MB

December 31, 2012

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 procurement of HP make Toners for BCPL – Dibrugarh. The details tender document is as under:

- | | | |
|------|--|--|
| i) | Last date and time for submission of tender: | 18.01.2013 at 14.30 hrs. |
| ii) | Date and time for opening of bids: | 18.01.2013 at 15.00 hrs. |
| iii) | EMD: | Rs. 21,500/- to be paid in the form of Demand Draft / Banker Cheque / BG in favour of Brahma Putra Cracker and Polymer Ltd., payable at SBI, Dibrugarh. |
| iv) | Place of submission of tender: | Sr. Manager (C&P)
Address: Project Office,
Brahmaputra Cracker & Polymer Limited
Central Ware House,
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 – VII)

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:

FOR SITE, LEPETKATA, DIBRUGARH.

Delivery/Completion Schedule:

MATERIALS SHALL BE IN STAGGERED MODE IN 4 LOTS WITHIN ONE YEAR FROM DATE OF ISSUE OF ORDER AS PER REQUIREMENT.

Validity Period of Offer:

The period of **validity of the quotations** should **not be less than 120 days** from the opening date. Quotations with less validity is likely to be ignored.

VAT / CST No.:

Bidders should mention VAT/CST No. _____ and submit a registration certificate of the same along with the unpriced offer.

CONSIGNEE ADDRESS:

SR. MANAGER (C&P)
ADDRESS: PROJECT OFFICE,
BRAHMAPUTRA CRACKER & POLYMER LIMITED
CENTRAL WARE HOUSE,
LEPETKATA, P.O. LEPETKATA
DIBRUGARH-786006, ASSAM, INDIA

Terms of payment:

100% PAYMENTS SHALL BE MADE WITHIN 30 DAYS AFTER RECEIPT & PROPER INSPECTION.

Price Reduction Schedule (PRS):

PRICE REDUCTION @0.5% OF THE TOTAL ORDER 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 AND DUTIES.

Part-A

BID EVALUATION CRITERIA (BEC):

- a) The bidder should have supplied HP make toners in India against a single order of minimum value worth Rs. 5, 46,625/- in previous 5-7 years period from the due date of submission of bid. Bidder need to produce copy of such purchase order and completion certificate duly attested by Gazetted Officer/ notarized by a Notary Public.
- b) Bidder other than manufacturer should produce dealership certificate from the manufacture.
- c) Entry Tax (present applicable rate is 4%) for outside bidders of Assam shall be applicable if the bidder does not have valid VAT – TIN Registration under Assam VAT Act 2003 and accordingly, the same shall be loaded during evaluation of bids. Alternatively, the bidders can give their consent to deduct the entry tax from their bills at source.

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 techno-commercially 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.

SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

Security deposit will be 10% of the order value & same shall be submitted either in the form of demand draft or Bank Guarantee (Details refer at clause no. 12 under GPC-ANNEXURE-VI)

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 Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (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 Guwahati, 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:

- a) Non acceptance of PRS clause.
- b) Deviation in payment terms.
- c) Non compliance of BEC.
- d) Deviation in tender condition.

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

The discrepancies in rate filled for various items shall be resolved in the following manner:-

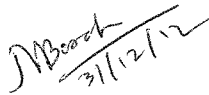
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914611 / email – manosh.borah@bcplindia.co.in latest by 10.01.2013. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the bidder 11.01.2013.

Yours truly,
For and on behalf of Brahmaputra Cracker and Polymer Ltd.



(Manosh J Borah)
Sr. Officer (C&P)
0373-2914611
manosh.borah@bcplindia.co.in

ENCLOSURES

PART –A:

ANNEXURE – I (Schedule of Rates), Annexure – II (Consent letter applicable for outside bidders of Assam), Annexure – III (format of PBG), Annexure – IV (format of BG for EMD), Annexure – V (Checklist), Annexure – VI (General Purchase Conditions)

PART-B:

ANNEXURE-VII (SOR)

PART-A

SUB – Procurement of HP make Toners for BCPL, Dibrugarh.

BCPL/DIB/C&P/2012/M/025/MB

Annexure – I

SCHEDULE OF RATE										
Sl. No.	Item Description	UOM	Qty.	Unit Basic Price	Excise Duty	CST/VAT	Freight	Unit Landed Price (In Fig)	Unit Landed Price (In Words)	Total Landed Price
1	HP 861 Colour Cartridge	Nos.	08	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote
2	HP Toner CE 255A	Nos.	90	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote
3	HP Toner CE 278A	Nos.	30	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote	Do not Quote
	Total : (Inclusive of all taxes and duties)									Do not Quote
	Grand Total									Do not Quote

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. In case, any column remains blank shall be treated as inclusive.
2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
3. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – II) along with un-priced bid.

Name of Bidder:

Seal:

Signature of Bidder:

CONSENT LETTER

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

To,

Sr. Officer (C&P)
Brahmaputra Cracker & Polymer Limited
Central Ware house,
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)

Part-A

Annexure – III

**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.

Part-A

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 _____ 20__

Part-A

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 _____ 20__

WITNESS:

(SIGNATURE)
NAME

(NAME)

(OFFICIAL SEAL)

Date:

(SIGNATURE)
NAME
BANK RUBBER STAMP

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

Part A

Annexure-IV

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,
Lepetkata, P.O. Lepetkata
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 _____ 20 _____ at _____

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No _____

Date: _____

Part A

ANNEXURE - V

CHECK LIST

Bidders are requested to confirm whether they have submitted the following documents along with the bid:

Sl. No.	Whether the following documents have been submitted	Confirmation YES/NO
1	Complete document duly signed and stamped on each page	
2	Bidders should mention VAT/CST No. and submit a registration certificate of the same.	
3	Validity of offer for 120 days from the date of opening.	
4	Confirmation of quoting firm prices till validity period of Offer	
5	Confirmation of submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscribed with the tender no., due date, item and nature of offer (Unpriced /Priced). PART-A: UNPRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details along with sample where applicable as specified at Annexure - I & the price schedule 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 – VII). 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.	

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A GOVT. OF INDIA ENTERPRISE)
LEPETKATA, DIBRUGARH**

ANNEXURE - VI

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 & superscribed 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 04 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: NA**
10. **PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:** If the vendor fails to deliver any or all of materials or performance of work & service within the time period (s) specified in the order contract, BCPL shall without prejudice to any other remedies (ies) under the order/contract, reduce a sum calculated on the under mentioned basis:-

Price reduction will be applicable @ $\frac{1}{2}\%$ of the total order / contract order per week of delay or part thereof in supply/completion of work subject to a maximum ceiling of 5% of undelivered quantity / contract value of orders of material, works & service contracts.

PART – A

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 period shall attract a PRS of ½ % of delayed delivery upto a maximum of 5% of undelivered order.

The value referred in PRS is excluding taxes & duties.

11. 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."

12. 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.

13. 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%

PART – A

of the stores for each month or part of a month till the rejected stores are finally disposed off.

14. 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.

15. PAYMENT TERMS:

100% Payment will be released within 30 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.

16. 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, Dibrugarh 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.

17. 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.

18. 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.

19. 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

PART - A

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.

20. 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.

21. REPEAT ORDER: Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

22. 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.

23. 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

PART – A

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.

24. 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.

- 25.** 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.
- 26.** 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.
- 27.** 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.



B R A H M A P U T R A C R A C K E R A N D
P O L Y M E R L I M I T E D

PART-B

BCPL/DIB/C&P/2012/M/025/MB dated 31/12/2012

Schedule of Rates (SOR):-

For

Procurement of HP Make Toners for BCPL, Dibrugarh

PART-B

SUB – Procurement of HP Make Toners for BCPL, Dibrugarh

BCPL/DIB/C&P/2012/M/025/MB

Annexure – VII

SCHEDULE OF RATE										
S N.	Item Description	UO M	Qt y.	Unit Basic Price (Rs.)	Excise Duty	CST/VAT	Freight	Unit Landed Price (In Fig) (Rs.)	Unit Landed Price (In Words) (Rupees)	Total Landed Price (Rs.)
1	HP 861 Colour Cartridge	Nos.	08							
2	HP Toner CE 255A	Nos.	90							
3	HP Toner CE 278A	Nos.	30							
Total : (Inclusive of all taxes and duties) In Figure										
Total amount (Rupees): In Words										

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. If any taxes excluded in the above table, kindly incorporate the same and submit the SOR.
2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
3. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – II) along with un- priced bid.

Name of Bidder:

Seal:

Signature of Bidder: