

BRAHAMPUTRA CRACKERS AND POLYMERS LIMITED

(A Govt. Of India Enterprise)
Central Warehouse building,
P.O. : Lepetkata, Dibrugarh, Assam
Phone Nos. 0373-2914611



Disposal of Scrap Wood at BCPL, Lepetkata, Dibrugarh on AS IS WHERE IS basis.

TENDER/BID DOCUMENT NO: BCPL/C&P/STORES/2015-16/01/WOODEN SCRAP

Contact Details:

Debayoti Das, Sr. Officer (C&P)	Email: debajyotidas@bcplindia.co.in NO. 0373-2914611
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INVITATION FOR BID (IFB)

REF.: BCPL/C&P/STORES/2015-16/01/WOODEN SCRAP

Dated-10.06.2015

(This document is a Non Transferable document)

M/s-----

Sub: Disposal of Scrap Wood at BCPL, Lepetkata, Dibrugarh on "AS IS WHERE IS" Basis.

Brahmaputra Crackers And Polymers Limited (BCPL) invites best binding bids for the **Disposal of Scrap Wood at BCPL, Lepetkata on as is where is Basis**. The details of material and quantities along with terms and conditions are Annexure-A herewith ;

The brief of the terms and conditions are stated as under:-

1.	Scope	Disposal of Scrap Wood at BCPL, Lepetkata, Dibrugarh on AS IS WHERE IS basis.
2.	Completion time	30 Days from the date of issue of Sale Order, including 07 days for issuance of Delivery order after receipt of full payment by BCPL.
3.	EMD	Rs. 5,000/- in the form of DD payment to BCPL payable at Dibrugarh
4.	Validity of Bid	90 days from the bid due date.
5.	Inspection for items	12.06.2015 to 20.06.2014 from 9:00 AM to 17:00 PM
6.	Bid submission date	24.06.2015 1400 hrs.
7.	Date and Time of Bid opening	24.06.2015, 1500 hrs.

FOR & ON BEHALF OF
BCPL, Lepetkata,

Debajyoti Das,
Sr. Officer (C&P)

Letter of Submission of Tender

To,

Sub: **Disposal of Scrap Wood at BCPL, Lepetkata, Dibrugarh on "AS IS WHERE IS" Basis.**

Reference tender no. / date

1. Having carefully examined all the tender documents attached to your invitation to tender referred above ,we offer to purchase the material in conformity with all the conditions stated in invitation to tender ,instruction to tenderer, general & special conditions of the tender, completion schedule , priced schedule and other terms and conditions as detailed in the tender documents.
2. We enclose herewith an unqualified Earnest Money Deposit of Rs. 5,000/- (Rs. Five Thousand only) in the form of Demand Draft in favour of Brahmaputra Cracker and Polymer Limited payable at Dibrugarh.
3. We agree that you have a right to accept our tender in part for which our quoted unit rate shall remain firm / unaltered.
4. We have inspected the material at your site to our entire satisfaction and have understood as to what is offered for sale.
5. We certify that we have carefully read each and every condition of the tender ,instruction to bidders ,General & Special terms and conditions ,priced schedule etc. of this tender documents and understand the same and we confirm our acceptance to the same (Tender document duly signed and accepted at all pages is enclosed as token of acceptance)
6. We have quoted prices in the given price schedule only and no separate sheet is attached.
7. If our bid is accepted, we undertake to take delivery within stipulated period calculated from the date of issue of Sale Order.
8. We certify that we have submitted only one bid against this tender.
9. This bid together with your written acceptance thereof in your Sale order shall constitute a binding contract between us.

SIGNATURE OF TENDERER.....

FULL NAME.

STATUS (Company/ Individual)

NAME & ADDRESS OF

TENDERING FIRM

Date

Scope of Work & Special Conditions of Contract

1. The prospective bidders/purchasers can physically inspect the Lot of Wooden Scrap during the period of 12.06.2015 to 20.06.2014 from 9:00 AM to 17:00 PM.
2. The Scrap Wood as stocked in a lot shall be sold to the Highest quoted bidders among the Techno-commercially acceptable bidders.
3. The cost of lifting, handling and transportation of the Scrap wood from BCPL premises to the bidders premises will be the in the scope of on bidders responsibility and all charges thereof shall be borne by the successful bidder / purchaser.
4. The successful bidder / purchaser shall be responsible to set right any damages caused during lifting of the materials, to the satisfaction of the concerned authority.

5. Validity Of Contract

The contract shall be treated as having been entered into as soon as a letter of acceptance/Sale Order is issued by BCPL to the successful tenderer. The period of contract shall be of 30 (Thirty) days from the date of Sale order issued by BCPL against the full payment paid by the party. The contract shall be deemed to be completed as soon as the area is cleared by the buyer of the entire materials allotted or on completion of the period of contract as mentioned above, whichever is the earliest.

6. PAYMENTS

- 6.1 The entire cost of materials along with all taxes and duties must be paid within 07 days from issue of Sale Order, by the buyer as per Clause 4 of General Terms & Conditions attached herewith.
- 6.2 All taxes and duties, as applicable must also be deposited along with Sale Value.

7. DELIVERY ORDER:

- 7.1 After receipt of material value (including taxes/duties) in full by BCPL the successful tenderers shall lift the entire material allotted to them by employing their own labour and cost, from the Owner site within 15 days from the date of Issue of Delivery Order or within such time as may be prescribed in the Delivery Order.

7.2 The material will have to be removed on 'AS IS WHERE IS BASIS' at the buyer's own cost and expenses No. segregation and selection/ choosing is allowed.. No processing other than dismantling as may be required for convenient transportation will be permitted at the sole discretion of the Owner. The buyers shall not be provided with any manpower or equipments including Dozer, Scraper, Cranes or other facilities by the Owner. The buyer have to arrange for any of these at their own cost and they shall take prior permission from Owner for this purpose. While removing the allotted item/material, the buyer shall not disturb / damaged other balance materials lying in the adjoining space.

8. REMOVAL OF MATERIALS

- 8.1 Dismantling, loading and transportation of the goods shall be the responsibility of the buyer at his costs and risks.
- 8.2 The buyer will arrange to remove the materials sold to him and clear the site within the stipulated period mentioned in Delivery Order.

- 8.3 If at any time, after the Sale order is issued, owner wants to retain any item/items for the purpose of the running Plants the Buyer should agree to it and necessary deduction will be made from the Sale order value as per Owner's assessment which shall be binding on the Buyer.
- 8.4 Owners or its authorized representatives shall have the right to stop dismantling & loading of the materials if they feel that the buyer or his representative are not following the instructions given to them or the lot is not cleared out in accordance with the provisions or Contract.
- 8.5 Dismantling work, removal and transportation materials shall be done only during office hours. No materials will be allowed to go out after 4.30 p.m. on week days. Similarly, no materials will be allowed to go out on Sundays and holidays.
- 8.6 No Buyer's men will be allowed to stay inside the Office beyond the above and also on Sundays and Holidays.
- 8.7 The buyer shall not be allowed to store the material on the road sides which may block traffic on the road or cause inconveniences to the working of the factory.
- 8.8 The buyer shall not be entitled to resell any material equipment/items out of the goods sold to him by Owner while these goods are still lying within the premises of Owner. No delivery of material would be effected by Owner to any persons other than the buyer or his authorized representative.
- 8.9 The buyer shall comply with all statutory provisions as applicable.

9. ENGAGEMENT OF LABOUR

- 9.1. The recruitment of labour should generally be in accordance with the labour laws of the Government.
- 9.2 The entry of the employees of the Buyer shall be regulated through the valid gate passes issued by the BCPL Security personnel on the recommendation of the EIC . All rules enforced from time to time in this respect shall have to be followed by the buyer.
- 9.3 The Buyer shall have to follow all other statutory obligations from time to time as per labour laws of the State.

10. SAFETY:

- 10.1 No work of dismantling will be allowed unless a valid safety permit for the particular job/section is issued by the authorized representative of BCPL (in case of Hot work category work). The Buyer's Supervisor in whose name the safety permit is issued, shall be responsible to supervise the job in person, ensure its smooth performance and his presence at site during the work shall be deemed compulsory. The safety permits are to be renewed daily before starting the job and after completion of the specific job for which safety permit has been issued the same has to be returned to the authorized representative of the Owner.
- 10.2 The Buyer shall be responsible to follow safety instructions as per the safety permit issued: to him and other safety regulations of Owner and will ensure that no accident or damage to either man or machine inside the office premises takes place. Any loss/accident on this score will be dealt in accordance with the Factory rules and Buyer shall be responsible for the same.
- 10.3 Any loss/damage caused to the property of the Owner; has to be made good by the Buyer as per the assessment of the Committee constituted by the Owner Management only whose decision shall be final and binding on the buyer.
- 10.4 Gas cutting work to be carried out by the Buyer in course of dismantling work. etc. will be allowed only under supervision of Buyer's supervisory personnel who will ensure that all safety precautions have been taken including those for prevention of fire in and around the area.

10.5 All arrangements of dismantling, removal, loading and transportation of the sold material have to be made by the buyer himself. The Owners does not take any responsibility; for providing equipment or any other consumable to the Buyer for dismantling job.

11. SECURITY OF SOLD EQUIPMENT: *Not applicable for this tender.*

11.1 The Buyer shall make his own arrangement for the security of materials sold to him under the Sale order. The Buyer will be allowed to post Security Guards round the clock and the names of the Security Guards will have to be made available to Owner so that Gate Passes may be issued to them. In no case, Owners will be responsible for any loss or theft of such materials already sold to the buyer nor mere can be any demand on this score of whatsoever nature. The Buyer will be responsible for safe custody of his own tools, tackles and other materials.

12. SALES TAX :

Tenderer wishing to avail of sales tax concession against forms may note the following points:

12.1 Every declaration form should contain registration number of the dealer.

12.2 Sales tax declaration form should be properly & fully filled up by dealer legibly without any cuttings/over writings.

12.3 The declaration form should contain S.O. number dully filled up by sales tax authority.

12.4 The signature in the declaration form should match that on the sales tax registration certificate of the dealer.

12.5 Registration certificate should be produced as and when demanded by BCPL /Owners.

12.6 Items for which sales tax declaration form is issued, must be covered in the Registration Certificate.

12.7 Sales tax form complete in all respects as above should be submitted along with the material value payment. Any delay in submission of the same will not be accepted and full tax is to be deposited in such cases.

13. UNIT RATE BASIS:

13.1 Unit rate to be quoted by the tenderer shall be the basic rate and shall not include any taxes ,duties & levies element , which shall be extra as applicable. The taxes duties & levies element to be determined later at the time of issuance of Sales Order by BCPL or at the time of payment by the successful tenderer .

14. REJECTION CRITERIA :

14.1 The bidder are required to submit their offer strictly as per the conditions stated in the bid document and not stipulate any deviation to the tender conditions . Rejection criteria shall include the following;

- a) Earnest money deposit less than stipulated amount or in the form other than stated in tender.
- b) Deviation to any terms / conditions of the tender.
- c) Rates not quoted in line with clause 12.0 of Special terms and conditions.

15. PURCHASE OF HAZARDOUS WASTE: *Not applicable for this tender.*

15.1 Purchase of Hazardous waste defined under the hazardous waste(Management & Handling) rule 1989 notified under the environment protection act 1986 are required to have environmentally sound processing technique, efficient pollution control system & valid authentication from the State Pollution Control Board/Pollution Control Committees in Suction Territories of handling such wastes in addition to Compliance of Standards Laid Down under Act. Violation of any provision of the rules and Non-Compliance with the standards are punishable under section 15 of the Same Act.

As such all the purchasers of Waste Oil, Batteries, Non-Fibrous waste particularly Lead, Copper and Zinc "Wastes" are to submit the following clearance Certificates along with the Tender documents at the time of the Tender Opening.

- A. Valid Authorization from the appropriate authorities as per Law of Handling of Hazardous wastes under the Hazardous wastes (Management and Handling) Rules 1989.
- B. Valid consent letters from the State Pollution Control Boards under Air and Water Act.

Even after making it very clear to all Tenderers about submission of authorization letters as stated above, if any tenderer submits his quotation for such specified material, then it shall be presumed that he shall be submitting same later on but before issue of sale acceptance letter by BCPL. The security deposit of such tenderers/Purchasers shall automatically stand forfeited who fail to submit the required statutory document within the validity period of sale acceptance letter.

INSTRUCTION TO BIDDERS & GENERAL TERMS AND CONDITION OF TENDER.

1. Brahmaputra Cracker And Polymer Limited shall be hereinafter referred to as BCPL and the successful tenderer (ie the tenderer in whose favour the contract may be awarded) shall hereinafter be referred to as the buyer/purchaser. Brahmaputra Cracker And Polymer Limited shall be herein after refer to as BCPL or Owner.
2. **MODE OF SUBMISSION OF TENDER**
 - 2.1 All tenders must be submitted in the prescribed form only and in sealed cover super-scribed with the reference number ,of the tender enquiry. The tenders must be addressed to In-Charge (C&P), Brahmaputra Cracker And Polymer Limited, Administrative Building, P.O. Lepetkata, Distt.: Dibrugarh, Assam and be put in a Tender Box placed for this purpose at the said address.
 - 2.2 Tenderers should enclose inside the sealed cover containing the tender, the following documents:
 - (a) Demand Draft/Pay Order towards Earnest money.
 - (b) The Special as well as General Terms and Conditions of tender, both duly signed by the tenderer in token of having accepted the same in toto. .
 - (c) Schedule of Rate (s) duly filled in and signed by the tenderer. (As placed in Annexure)
 - (d) Attested copy of PAN / Voter ID Card / Pass port / Ration card in case the bidder is an Individual and Sales tax registration / Income tax certificate / Registration of firm in case the bidder is and Firm/Company.
 - 2.3 No telex / telegraphic / fax quotations will be accepted.
 - 2.4 Tenderers sending their tenders by post will do so solely at their own risk and BCPL will not be responsible for any loss in transit or postal delay.
 - 2.5 Incomplete tender or tenders submitted with qualifying conditions at variance with the Special as well as General Terms and Conditions of tender are liable to be rejected summarily.
 - 2.6 In the event of BCPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received upto 1200 hrs on the next working day for BCPL and will be opened immediately thereafter in the presence of such tenderers who may like to be present. BCPL shall not entertain any complaint as to the fact that the tenderers were not aware of the exact next working day and it is the responsibility of the tenderers to find out from the office of BCPL about such details. BCPL does not undertake any responsibility whatsoever to inform any or all the tenderers such changes and it is within the rights and discretion of BCPL to take all such decisions and the same shall be binding on all tenderers.
 - 2.7 Unless and until specified in the special terms and conditions , enclosed herewith, the validity of the offers submitted by tenderers, shall be kept open for 90 (ninety) days (including, date of tender opening).
 - 2.8 Please refer to special terms and conditions for any change in general terms and conditions, since for any practical purposes the special terms and conditions shall supercede general terms and conditions.
 - 2.9 The tenderers must write their complete postal address correctly and legibly (preferably in Bold letter) so that the sale Acceptance Letter/SO or the EMD refunds are made correctly. BCPL shall not be responsible for either delay or non-delivery of SO/EMDs due to wrong or illegible/incomplete address given in the tender document.

3.0 EARNEST MONEY/SECURITY DEPOSIT/ NO OBJECTION CERTIFICATE (NOC)

- 3.1 The tender should be accompanied by Earnest Money Deposit of Rs.5,000/- in form of Demand Draft only in favor of Brahmaputra Cracker And Polymer Limited payable at Dibrugarh. No interest will be payable on the Earnest Money.
- 3.1.1 Earnest money in any other form for example cheque , Bank guarantee ,Bid bond , call deposit etc will not be acceptable to BCPL and any request to recoup earnest money from tenderer pending bill or adjustment of the same from previous security deposit if any or from any other amount lying with BCPL / Owner shall not be entertained.
- 3.1.2 In case of unsuccessful tenderers, the Earnest Money will be refunded after the expiry of the offer or earlier at the discretion of BCPL.
- 3.1.3 In case the tender is accepted and after the receipt of the due payments towards full value of the materials including taxes/duties (as per the payment terms stipulated in the Special Terms and Conditions), the Earnest Money deposited by the successful tenderer shall be automatically converted into Security Deposit. In case the tender is accepted and the tender(s)/buyer(s) refuses / fails to make further financial arrangements towards the full value of materials including taxes/duties as stipulated in the Special Terms and Conditions of the tender, the full Earnest Money deposit shall be forfeited without prejudice to the rights of BCPL to claim such further damages in this regard without further reference to the tenderers (s)/ Buyer (s).
- 3.2 Security Deposit : 10 % of quoted price of the accepted items by BCPL for due and faithful performance of contract . In case of successful bidder , money deposited as EMD shall be automatically converted into Security deposit and which shall be refunded , upon completion of the work & on submission of " No claim Certificate" (Performa of No Claim Certificate is enclosed as Annexure).
- 3.2.1 No interest is payable by BCPL on the Security Deposit. The Security Deposit(s) is/are refundable to the buyer only on fulfillment of all contractual obligations of the buyer(s) to the satisfaction of BCPL or his authorized nominee whose certificate in this regard shall be final and binding on the buyer(s).

4.0 PAYMENTS :

- 4.1 Buyer shall be required to pay the total sales value including 100% taxes and duties ,within 10 days of issue of the Sale Order.
- 4.2 Tenderer desirous of availing Central/State Sale Tax/ Excise etc. Concession as per rules must submit the appropriate Central/State Sale Tax/Excise Declaration Form duly certified by the concerned authority along with the payment, failing which they must deposit the full amount of Sales Tax etc. No payment of Sale value will be accepted without the payment of due Sales Tax/Excise Declaration Form as the case may be.
- 4.3 Sale value including Sale Tax, duties and other charges as applicable must be paid by Demand Draft/Pay Order drawn on any scheduled Bank in favour of Brahmaputra Cracker And Polymer Limited/Owner as directed in sale order .

5.0 QUALITY AND QUANTITY

- 5.1 The goods will be sold on "As is where is" basis, so far as the physical condition of the same is concerned. That is to say, the tenderer (s) will be deemed to have made themselves aware of the physical conditions, dimensions, size,. weight, working conditions etc. by inspecting the material before submitting their tender and no complaint/claim in this regard will be entertained by BCPL after the submission of the tender.
- 5.2 Tenderers may quote for all or any of the items mentioned in the schedule of rates/ price schedule .
- 5.3 BCPL reserves the right to accept or withdraw from sale the materials offered or sale in full or part thereof prior to or after the acceptance of the tender without assigning any reasons whatsoever. In such an event the payment, if any, deposited by tenderer / purchaser shall be refunded by BCPL/Owner in due course of time

without interest, and thereafter no liability/ compliant whatsoever shall be entertained by BCPL /Owners.

- 5.4 BCPL reserves the right to accept or reject the highest tender without assigning any reason and the contract of any or all the lots may be allotted by BCPL to one or more than one tenderer as BCPL may deem fit and no claim/complaint in this regard will be entertained by BCPL/Owner.

6.0 **INSPECTION**

- 6.1 The materials quoted for may be inspected at the Owners site by prior appointment with the concerned depts of the owner and by observing the entry procedure in the Works of the Owners. The discretion to allow any person to inspect the stores would rest solely with the Owners and the mere fact of producing the tender paper at the concerned works of the Owners will not confer any such right on the person concerned.

- 6.2 The material quoted for may be inspected at the appropriate site(s) as indicated in the Schedule of Rate(s) and tenderers(s) , should thoroughly satisfy themselves about the nature, condition and quality of the materials and working conditions. BCPL/Owner give no guarantee or warranty as to the conditions of the material or/its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, quantity & condition/ fitness for use shall be entertained by BCPL/Owners.

7.0 **PERIOD OF CONTRACT:**

The period of contract will be as specified in the Special Terms and Conditions of tender. Unless the materials are lifted within the stipulated time, the contract for the quantity not lifted within the stipulated time shall be deemed to have been cancelled and BCPL/Owner shall be at liberty to dispose them off without prejudice to its rights against the buyer(s). If further material is left in the area allotted to the buyer(s) after the period of contract, BCPL/Owner at its sole discretion give the extension of time to the buyer(s) to complete the contract in all respect and the buyer(s) shall remove the materials during the extended period also at the same contract rate as provided for, along with ground charges as per clause 9.0.

8.0 **DEFAULT IN PAYMENT BY THE BUYER**

In case of default in payment within the time limits specified in the special terms and conditions of tender, the due payment may be made together with additional charges @1% per week or part thereof on the Sale amount for the period of delay, within 14 (fourteen) days from the due date. However, BCPL reserves the right not to accept the payment with or without the additional charges after the expiry of the above mentioned time limits or even within the aforesaid additional period of 14 (fourteen) days at BCPL's sole discretion and in such an event the sale of the items will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) of the tenderer will automatically stand forfeited and in addition, the terms of the Clause 12 hereinafter will be applicable.

9.0 **FAILING LIFTING BY THE BUYER**

In case of any default in lifting the materials by the buyer(s) within the time limits specified in the Special Terms and Conditions of tender, the un lifted material maybe lifted within 14 (fourteen) days from the due dates subject to payment of ground rent for the period of delay beyond the specified free delivery period. In case of goods sold on 'lot' basis, the ground rent will be payable @2% per week, or part thereof, on the value of the entire lot, even lifted in part, whereas in case of goods sold on unit/number basis, the ground rent will be payable @ 2% per week or part thereof on the value of the uplifted quantity. However, it will be the sole discretion of owner not to allow the buyer(s) to lift the material with or without the ground rent after the expiry of the stipulated free delivery period or even within the aforesaid additional period of 14(fourteen) days and in such event the sale of the material not lifted by the buyer(s) will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited and in addition, the terms of the Clause 12 hereinafter will be applicable.

10. SALES TAX / EXCISE DUTIES AND LEVIES

- 10.1 All taxes, including sales tax or other levies, entailing on the transaction under any provincial, local or central taxes in force for the time being or enforced hereafter having its impact on the transaction, will be to buyers account and shall be deposited by him along with cost of the material.
- 10.2 In case of incidence of Central Sales Tax on the transaction the materials will have to be transported by the buyer(s) through a registered Public Transport Contractor across the state border and a copy of goods Receipt duly signed by the consignee will have to be sent by the buyer(s) to the consignor.
- 10.3 The materials to be purchased by the tenderer shall be subject to all such duties (including excise duty) as may be applicable from time to time and the same shall have to be borne by the buyer.
- 10.4 Whatever rate of excise duty/sales tax/other levies etc. if any, be assessed/applicable on the date of actual removal / lifting of materials shall be paid by the buyer(s).
- 10.5 The buyer(s) will be responsible for complying with the provisions of the Central and State Excise and Sales Act and the Sales Tax Act of concerned State and the rules framed there under and also by the order or instruction issued by the appropriate authority.

11. DELIVERY

- 11.1 The buyer(s) shall lift the full materials lying in the lot quoted for by employing their own labour and equipment at their own risk and cost within the time stipulated in the Special Terms and Conditions of Tender or within such time as may be prescribed in the delivery order. The buyer(s) shall lift the materials only from the lots/site space as may be earmarked/demarcated by the Owner from time to time which should be final and binding on the buyer(s) and they shall observe the rules and regulations and working hours as may be fixed by the owner. The buyer(s) shall observe the rules only after fulfilling the provisions of advance payments and issue of Delivery Order by the Competent Authority. The buyer(s) shall follow the procedure for taking the material out of the owner's premises prevailing in the respective works of the Owner. The buyer(s) shall note that no lifting will be allowed on weekly holidays and closed holiday observed by the Owner.
- 11.2 The materials have to be removed on 'As is where is' basis at the buyer(s) own cost. No processing other than as may be required for convenient transportation, will be permitted at the sole discretion of owner before removal from the owner's premises. The buyer shall not be provided with any equipment including dozer, scrapper, gas, power, water facilities etc. by owner. The buyer(s) have to arrange for any of these at their own cost and they shall have to take prior permission from the owner for this purpose.
- 11.3 The locations where the lots are lying are one of the areas of active work. Under no circumstances shall the operation of the buyer(s) interrupt/interfere with normal operation of the owner. Further, the buyer(s) shall not indulge in any operation which could interfere with owner's plant installation, if any, in their area in the vicinity or site.

If any damage or loss is caused to the employees or the property of the owner or if any claims are made against BCPL/Owner by reason of any acts of omission or negligence on the part of the buyer(s) or on the part of their agents, representatives or employees, BCPL shall be entitled to recover such losses or damages or claim as may be ascertained by owner (which ascertainment shall be final and binding on buyer(s) from any amount due to the buyer(s) including the advance made / to be made by the buyer(s) as the Earnest Money/Security Deposit (as the case may be) without prejudice to BCPL's rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under any other transaction with BCPL/Owner or from the buyer(s) directly.

- 11.4 The buyer(s) shall follow the owner's procedure in regard to the issue of Gate Passes for taking the materials out of the Owner works. The buyer(s) shall use for the above purpose only trucks/vehicles/cranes having area passes recommended by the owner and issued by appropriate authority.

The Owner shall allow a reasonable number of the Buyer's authorized representatives/ workers I trucks at the sole discretion of the Owner for entering into the works site for the purpose of removal and transportation of the materials. The Owner shall have the right to ban entry of any of buyer's representative/workers/trucks at the sole discretion of the owner without assigning any reason.

- 11.5 The buyer(s) will have to fulfil the safety rules. security rules and be governed by the rules under the Factories Acts etc. for the representatives of the buyer(s) prevailing from time to time. The buyer(s) shall supply safely equipment and appliances to their workers at their own cost.

It shall be the entire responsibility of the buyer(s) to ensure that their vehicles are not driven with so high a speed or in so reckless or rash manner as to cause an accident or prove to be potential threat to the safety of the traffic. Where speed limit has been fixed. the buyer(s) and their drivers will strictly adhere to slow and safe driving inside the owner's works.

- 11.6 The buyer(s) shall be fully responsible for the acts of their representatives/worker and shall fully indemnify BCPL/ Owner for losses/damage(s) sustained by BCPL/Owner. The BCPL/Owner will not be responsible for any claim from labour employed by the buyer(s). The buyer(s) shall wholly and fully be responsible for such claim for compensation for accident or injury/death or damage, caused during operation to their employees or to any of the owners employees or to the owners property.

- 11.7 The buyer(s) or any of their representatives worker/agents shall not indulge in any activity which is directly / indirectly prejudicial to BCPL/owner interest or any acts of a misappropriation, pilferage or abetting misappropriation or pilferage of Owners property or any attempt thereof to offer or attempt offer gratifications including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employees of BCPL/Owner. Indulge in any malpractice namely but not limited to forgery, falsification or fabrication of documents, bills, vouchers, indents, etc. in support or any claim against BCPL/Owner for any reduction of any liability or in connection with work of BCPL/Owner or indulge in any other act which amounts to an offence punishable under the Indian Penal Code or any other enactment.

- 11.8 The buyer(s) shall abide by the central/State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the buyer(s) to provide necessary insurance cover to their workers / labourers as may be required under the law.

12. TERMINATION / BREACH OF CONTRACT RISK PURCHASE

- 12.1 In the event of tenderer failure to fulfill any of the tender obligation including not lifting the contracted material under this agreement ,BCPL decision in this regard to tenderer failure shall be final and binding on the tenderer(s). BCPL shall have the full liberty to do any or all of the following.

- a) Cancel the contract with immediate effect for the material under the contract not taken delivery of by the tenderer as on that date in which case the security deposit and or/the Earnest money (as the case may be) shall stand forfeited.
- b) Retain and/or adjust/recover from tenderer's any amount lying with BCPL/Owner to the tenderers-either under this contract or any other contract or which may at anytime become payable/refundable to the tenderer either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by

BCPL/Owner in selling the material under the contract not taken delivery of by the tenderer at tendere-s risk and costs. Even after such recovery/adjustment by BCPL from tenderers any amount as mentioned above lying with BCPL/Owner, if any further amount is still found payable/refundable by the tenderer, the tenderer shall pay the same to BCPL on demand without any objection or demurrage. The decision of BCPL in regard to the actual losses incurred by BCPL/Owner including the reasonableness of the rate at which BCPL/Owner, decides, the decision of BCPL/Owner shall be final and binding on the tenderer. Provided no loss is incurred by BCPL/Owner the tenderer shall only be entitled to the refund of the amount retained by BCPL by way of advance payment towards the undelivered stores without any interest.

13.0 FORCE MAJEURE

BCPL/Owner shall not be liable for any failure or delay in performance due to any-cause beyond their control including fires, floods, strikes, gag-slow, lockout, closure, pestilence, dissilience, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery, shortage of labour, acts, demands or otherwise any other cause of conditions, beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of BCPL/Owner to extend the time of performance on the part of BCPL/Owner by the period as may be necessary to enable BCPL/Owner to efl. performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

14.0 RESOLUTION OF DISPUTES / ARBITRATION

All dispute, controversy or claim between the parties which cannot be mutually resolved within a reasonable time shall be referred to arbitration by sole Arbitrator.

The owner / BCPL shall suggest a panel of three independent and distinguished persons to the bidder / buyer (as the case may be) to select any one among them to act as the sole Arbitrator.

In the event of failure of the bidder to select the sole arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrator, the right of selection of the sole arbitrator by bidder shall stand forfeited and the owner (BCPL) shall have discretion to proceed with the appointment of the sole arbitrator. The decision of the owner on the appointment of the sole arbitrator shall be final and binding.

The award of sole arbitrator shall be final and binding on the parties and unless directed / awarded otherwise the sole arbitrator, the of arbitration proceedings shall be shared equally by the parties. The arbitration proceedings shall be in English language and venue shall be New Delhi.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act 1996 aand the rules framed there under shall be applicable. All matter relating to this agreement are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976"

Legal Construction: The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Union Territory of New Delhi.

15.0 EVALUATION OF BIDS

Evaluation of the bids shall be done on highest quoted overall amount basis and same will be considered for award provided the bid is responsive.

Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and words. Tender containing over writing without authentication or revised rates are liable to be rejected. However the decision to accept or reject such offers by BCPL / Owner shall be final and binding on the tenderer. Should there be any variation indicated in figures and words, the higher of the two shall be considered. This will be basis to arrive at itemized total amount.

Arithmetical errors: If there is a discrepancy between the unit price and the total price, that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of the total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

16.0 GENERAL

- 16.1 It should be noted by the tenderer(s) that by entering into this contract BCPL is not precluded for entering into similar contracts with any one else of their choice at any time during the subsistence of this contract.
- 16.2 BCPL shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so Issued shall form part of original invitation to tender.
- 16.3 In case offer is not accepted the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the tenderers through or in connection with the submission of the offer even though BCPL may elect to withdraw the invitation to tender should all invitation to tender be withdrawn or cancelled by BCPL for which BCPL shall have the right to do so at any time the Earnest Money paid by the tenderers with the tender will be refunded to them in due course without interest.
- 16.4 The tenderers shall have no right to issue addendum to tender documents to clarify, amend, supplement or delete any of the conditions, clause or items stated there in.
- 16.5 The tenderers are required to submit their quotations only in the space provided for that purpose i.e. in "Schedule of Rates/offer sheet" attached with the tender. BCPL/Owners shall not be responsible for rates quoted by tenderers at any other place being missed out during tender opening. No representation in this regard shall be entertained by BCPL/Owners from such tenderers.
- 16.6 Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and in words. Tenders containing overwritten or revised rates are liable to be rejected. Should there be any variation between the rates indicated in figures and words, the higher of the two shall be considered. However, the decision to accept/reject such offer by BCPL/Owner shall be final and binding on the tenderer.
- 16.7 In case of a tie (same rate quoted by two or more tenderers) in quotations of a particular item, then all such tenderers shall be asked to submit fresh sealed prices on the spot. The decision to accept/reject any/all of the quotation(s) shall be reserved with BCPL/owners.
- 16.8 The tenderer shall note that the above general terms and conditions are in addition to the special terms and conditions of tender which forms an integral part of the general terms and conditions of the tender in so far as the general terms and conditions of tender may be altered by the special terms and conditions of tender.
- 16.9 Intending tenderer(s) may obtain any clarification before tendering. Submission of tender implies that the tenderer(s) has obtained all the clarifications required and that he has agreed to all general terms and conditions herein specified as well as Special Terms and Conditions of tender, if any.
- 16.10 The decision of BCPL or his authorised nominee in the matter arising out of this sales shall be final in regard to all matters relating to the contract.

DISPOSAL OF SCRAP WOOD

(Bid document No. BCPL/C&P/STORES/2015-16/01/WOODEN SCRAP

- 16.11 Before filing their case in the appropriate courts in Delhi the tenderer/purchaser must ensure that a proper Registered Notice has been served on BCPL/Owners through their Advocate giving a minimum of two months time from the date of receipt of such notice at BCPL/Owners for reply.
- 16.12 All kinds of legal proceedings in any matter arising out of the contract shall be tried only by appropriate Civil Court at Delhi.
- 16.13 Tenderer(s) must ensure the following while submitting the tender:
- [a] that every page of tender document is duly signed by the tenderer before submitting the tender..
 - [b] that in all cases, rates quoted against individual item/lot is/are invariably quoted in figures as well as in words.
 - [c] that all alterations, erasure(s) and/or over-writing, if any, in the schedule of rate(s) are duly authenticated by the tenderer's signature.
 - [d] if stipulating confessional tax, tenderer to state clearly its basis and applicable confessional tax ,it shall be duly certified by tax authority in the event of sale order placed on bidder and payment shall be accordingly made to BCPL along with certification of authority ,failing which full taxes and duties will be applicable.

DECLARATION BY TENDERERS

I / We have fully understood the above Special Terms & Conditions as well as General Terms & Conditions of tender (attached with the tender) which are returned herewith duly signed by me/us on each page in token of having accepted the same in TOTO and I /We have made my/our offer in keeping in view to the Terms and Conditions.

Our CST / ST Registration No. if any

Signature of Tenderer/Rep.

Full Name of Tenderer/Rep.

Address:

.....

.....

.....

Stamp / Seal

Telephone no.

"ANNEXURE-I"

"PROFORMA FOR ISSUE OF NO CLAIM CERTIFICATE BY THE PURCHASER"

"TO

BRAHMAPUTRA CRACKERS AND POLYMERS LIMITED
(A Govt. Of India Enterprise)
Central Warehouse building,
P.O. : Lepetkata, Dibrugarh, Assam

SUB: Issue of N.O.C.

Ref: Delivery order No-----dt.-----

Sale order No. ---dt

Tender No. dt.

Dear Sir,

We hereby confirm that I / We have taken delivery of the complete lot/item /material allotted to us against the referred Sales order & Delivery order from your site & that nothing is outstanding against the Order. You may take further necessary action for release of the Security Deposit accordingly.

Thanking you,

Yours faithfully,

(SIGNATURE)

ANNEXURE- A

SCHEDULE OF RATE/ PRICE SCHEDULE

TENDER NO. BCPL/C&P/STORES/2015-16/01/WOODEN SCRAP

Rate quoted per unit as mentioned in the list of tendered items excluding taxes/duties (in Rs.)

Sl no.	Item description	UOM	Rates In figures(Rs)	Rates In Words(Rs)
1	SCRAP WOOD	LOT		

APPLICABLE VAT _____%

Note: The rates quoted are exclusive of all taxes and duties and shall be payable extra as applicable as per prevailing rates.

Signature of the Tenderer

Name of the Tendering Firm