

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

GENERAL PURCHASE CONDITIONS (GPC) (OEM- IMPORT)

1. SCOPE OF SUPPLY

Single point responsibility of the Seller includes but not limited to manufacture, testing, inspection, packing, forwarding, documentation, inland transportation & supply on FOB/FCA (Seaport/Airport of exit) or CFR/CPT basis. Marine cum Transit Insurance shall be arranged by BCPL.

2. INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

The documents forming the Contract [i.e. all obligations, commitments, promises agreed upon between parties for supply of Goods including execution of the Services (if any) as per Purchase Order (PO) and its subsequent amendment(s), if any] are to be read together and interpreted as mutually explanatory of one another. In case of direct inconsistency, then unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- (i) Purchase Order
- (ii) Fax of Acceptance
- (iii) Specific Technical Specification/Job Specifications (pertaining to Scope of Supply)
- (iv) Drawings
- (v) Special Purchase Conditions (SPC) / Special Conditions of Contract (SCC)
- (vi) General Technical Specifications (if applicable)
- (vii) Instructions to Bidders (ITB)
- (viii) General Purchase Conditions (GPC)
- (ix) Any other document forming part of the Contract

Amendment issued after Purchase Order shall take precedence over respective clauses of Contract Document.

In case any provision of the Contract Document is found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

Delivery terms shall be interpreted as per current edition of INCOTERMS, published by the International Chamber of Commerce at the due date of submission of Bid in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder

3. PAYMENT TERMS

3.1 100% direct payment at sight shall be made against presentation of the required negotiable documents drawn under and in accordance with the terms of the order through normal banking channels.

In case, the Seller intends to receive payment through Letter of Credit, 100% payment shall be made through irrevocable & unconfirmed Letter of Credit against presentation of the shipping documents. All bank charges outside India shall be to Seller's account and in India to BCPL'S account. **If confirmed LC is requested by the Seller, LC confirmation charges will be borne by seller only.**

Any discrepancy in shipping documents/negotiated documents would be the responsibility of the seller.

3.2 Foreign Suppliers should ensure submission of Tax Residency Certificate (TRC), Form 10F or Permanent Establishment (PE) information within specified time.

3.3 No interest charges for delay in payments, if any, shall be payable by Purchaser.

4. DELIVERY AND DELAYS

7.1 Contractual Delivery Period & Date

Contractual Delivery period shall be reckoned from the date of notification of award through FAX/Letter of Acceptance. Date of Bill of Lading or Master Air Way Bill (in case of air-shipment) shall be considered as delivery date, in case of FOB/FCA, CFR/CPT & CIF/CIP orders

7.2 Price Reduction Schedule (PRS) for delay in delivery (on Delayed Part):

In case of delay in delivery beyond delivery date specified in the Purchase Order, Price Reduction Schedule (PRS) shall be applicable @ ½ % (half percent) of the total order value per week or part thereof [genuine pre-estimate of the loss/damage agreed between the Supplier and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] for delay in delivery subject to a maximum of 5% (five percent) of total order value.

Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Supplier.

In case order on EXW basis, the PRS shall be applicable on EXW order value. However, in all other cases, PRS shall be applicable on FOB/FCA amount including value of incidental Services.

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 @ 1/2 % (half percent) of the delayed delivery value maximum up to 5% (five percent) of total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

In case of Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the value of ARC.

The invoice presented by the beneficiary shall take into account the above price reduction, if applicable, and drafts for L.C. shall be drawn for reduced value only.

The Contract Price / Purchase Order Value is subject to Price Reduction Schedule clause

The Purchase Order shall be continued to be in force till the delivery of Goods or written Notice from Purchaser to Supplier for cancellation/termination of Purchase Order.

For Suppliers who have Permanent Establishment in India:

PRS is the reduction in the consideration / Purchase Contract Value on account of delays in delivery and in such case Supplier should submit invoice for reduced value as per PRS clause. If Supplier has raised the invoice for full value, then Supplier should issue Credit Note towards the applicable PRS

amount with applicable taxes, failing which BCPL will release the payment after giving effect of the PRS clause with corresponding reduction of taxes charged on Supplier's invoice.

In case any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Supplier. BCPL shall be entitled to deduct / setoff / recover such implication(s) together with penalties and interest, if any, against any amounts payable by BCPL to the Supplier under this Purchase Order or under any other contract

7.3 Non-conformance and Cancellation

If the delivery schedule as per order is not adhered to or the progress of manufacture or supply of the goods is not satisfactory or not in accordance with the progress schedule, BCPL has right to:

7.3.1 Cancel the Purchase order in whole or in part without liability for cancellation charges. In such event, BCPL may procure goods from elsewhere at the risk & cost of the Seller.

7.3.2 In the event of non-conformance of goods, Seller shall be allowed, without any extension of delivery time, to rectify the non-conformities. Should, however, seller fail to do so within the stipulated time, the BCPL may cancel the order as to the non-conforming goods and retain the rights with respect to substitution and in addition recover actual expenses incurred by the BCPL in installing and removing the non-conforming goods. Alternatively, BCPL may at his option have or cause the non-conforming to be rectified at seller's risk & cost. BCPL also deserves the right to claim damages for use of defective or substandard goods supplied by the seller irrespective of the fact whether goods were inspected prior to receipt at site by the BCPL or not.

5. CERTIFICATE OF CONFORMITY & CERTIFICATE OF ORIGIN OF GOODS

The Supplier shall provide Certificate of Conformity strictly as per proforma enclosed i.e. Appendix-I. This certificate will be an integral part of shipping documents.

For purposes of this Clause "Origin" means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping/despatch documents. The Origin of goods and services is distinct from the nationality of the Supplier.

6. WARRANTY/GUARANTEEE

Material supplied against this tender shall be guaranteed against any defects from design, materials, workmanship, operating characteristics etc. for a period of 12 months from the date of operation or 18 months from the date of shipment, whichever is earlier.

In case of rejection of material due to non-conformity to specifications in the tender / Certificate of Analysis issued by seller, the entire material shall be replaced by the seller free of cost including all expenses paid on "Free of Charge" to BCPL on DDP (Delivered Duty paid), Kolkata basis.

However, in no case, warranty of repaired/replaced part shall exceed 24 months from the date of operation of original equipment or 36 months from last supply, whichever is earlier. This period excludes repair/replacement/rectification period of defective goods.

7. INSPECTION:

The materials are to be inspected throughout the phases of production from raw materials to finished product by supplier's works inspectors. Shipping documents in respect of each consignment should be accompanied by a certificate issued by works inspector indicating the tests conducted with results thereof as required under the relevant specification and also certifying that the materials conform to the specification as indicated in the purchase order.

8. REPEAT ORDER

BCPL reserves the right, within 6 months of order to place repeat order up to 50% of the ordered quantity without any change in unit price and other terms & conditions.

9. FALL CLAUSE

The price charged for the items supplied under the contract by the seller shall in no event exceed the lowest price at which the seller or his Agent/Principal/Dealer, as the case may be, sells the goods or offer to sell goods of identical description to any persons/organizations around the world during the currency of the contract.

If at any time during the said contract period, seller or his Agent/Principal/Dealer, as the case may be, reduces the sale price, sells or offers to sell such goods to any persons/organizations at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the BCPL and the price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. However, the above stipulation will not apply to:

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

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

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

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

10.FORCE MAJEURE

Force Majeure shall mean and be limited to the following:

- (i) Act of terrorism;
- (ii) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (iii) Ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (iv) Pandemic Epidemics, earthquakes, flood, natural fire/wildfire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (v) Freight embargoes, strikes at national or state-wide level or industrial disputes (more than 7 consecutive days) at a national or state-wide level where supplier's Works is located.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials [other than conditions mentioned above at sl. no. (i) to (v)] or commercial hardship shall not constitute a Force Majeure event.

The Supplier shall advise Purchaser/Consultant by a registered letter/courier duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within ten (10) days of the occurrence and cessation of such Force Majeure Conditions.

The extension of time for a period upto the period of delay attributable to the causes of Force Majeure shall be the sole remedy of the Supplier for any delay under this clause and the Supplier shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any

account whatsoever whether under the law governing contracts or any other law in force, and the Supplier hereby waives and disclaims any and all contrary rights.

In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it.

Supplier 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 Supplier 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 Supplier without being subject to price reduction for delayed deliveries, as stated elsewhere.

Payment in case of termination due to Force Majeure

In case of termination of Order/contract due to Force Majeure, the Supplier will get payment of goods supplied and/ or services performed as at the date of the commencement of the relevant event of Force Majeure.

The Supplier has no entitlement and Purchaser has no liability for:

- (i) Any costs, losses, expenses, damages or the payment of any part of the Order/ Contract Price during an event of Force Majeure; and
- (ii) Any delay costs in any way incurred by the Supplier due to an event of Force Majeure.

11. DISPUTE RESOLUTION MECHANISM

11.1 PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

- i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

11.2 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc

Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of 'Delhi International Arbitration Centre'.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or

Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

11.3 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

11.4 CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

11.5 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / BIDDERS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices", the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL to such Bidder/Supplier.

The Bidder /Supplier understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

12. INDEMNITY

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.

13.PACKING & MARKING AND TRANSPORTATION

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.

Where the Supplier is required under the Contract to deliver the Goods on CFR or CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Supplier and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by BCPL. Further, Packing, Marking & Shipping instructions are attached as Appendix-II.

The Supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the Supplier's account.

14. DESPATCH DOCUMENTS AND TRANSIT INSURANCE

The dispatch documents shall consist of Bill of Lading/AWB, Invoice, Packing List, Inspection/Test Certificate, Certificate of Conformity, Certificate of Origin of Goods any other document(s) mentioned in the P.O. In case of direct documents, original plus one copy of the documents may be sent to In-charge (F&A) BCPL, immediately after dispatch with copies to purchaser through email/Fax. Invoice must bear the purchase order no. with date. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods. 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.

It shall be responsibility of the Supplier to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier. Any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from Supplier.

All equipments / materials are to be insured by BCPL for transit/marine risks unless specified otherwise in the Purchase Order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

Purchaser's Insurance Agent & Insurance policy no.:

[The name and address of Insurance Agent and Insurance policy no. shall be mentioned in Tender Document/Purchase Order]

15. LIMITATION OF LIABILITY

15.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order, except that this clause shall not limit the liability of the Supplier for following:

- (i) In the event of breach of any Applicable Law;
- (ii) In the event of fraud, Willful Misconduct or illegal or unlawful acts, or gross Negligence of the Supplier or any person acting on behalf of the Supplier; or
- (iii) In the event of acts or omissions of the Supplier which are contrary to the most elementary rules of diligence which a conscientious Supplier would have followed in similar circumstances; or
- (iv) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (v) For any damage to any third party, including death or injury of any third party caused by the Supplier or any person or firm acting on behalf of the Supplier in executing the Contract.

However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

16. CONFIDENTIALITY

The Supplier, its Sub-Contractor and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to work / Project, this Contract, or Purchaser's business or operations without the prior consent of the Purchaser.

17. ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES & POOR PERFORMANCE VENDOR PERFORMANCE EVALUATION

17.1 PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

The Bidder(s)/Suppliers(s) are required to abide by the following documents available on BCPL's website (<https://bcplonline.co.in/Tender/Index>)

17.2 PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/CONTRACTORS/CONSULTANTS

The detailed procedure for evaluation of supplier containing provisions putting a bidder /supplier on suspension and/or holiday list (as the case may be) is available at (<https://bcplonline.co.in/Tender/Index>).

Enclosures:

Appendix-I (PROFORMA OF CERTIFICATE OF CONFIRMITY)

Appendix-II (PACKING, MARKING & SHIPPING INSTRUCTIONS)

Certificate of Conformity

We certify that the Items supplied vide Invoice No. _____ Dated _____ have been recently manufactured in accordance with the technical specifications contained in the customer's (BCPL's) Contract or Purchase Order No. _____ Dated _____ and that all inspection operations, tests and _____ calibrations having been successfully carried out as per the relevant national and international standards in conformance to quality assurance procedures. It is conforming in all points to the particular specifications therein included, the applicable drawings and current standards and its performance is guaranteed for the intended end use.

AUTHORIZED SIGNATORY/SEAL OF MANUFACTURER

SHIPPING INSTRUCTIONS/DETAILS

1.0 PACKING

- 1.1 Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.
- 1.2 Fragile articles should have special packing materials depending on type of materials.
- 1.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6 All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.7 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.8 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9 Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover.

2.0 MARKING

- 2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

Purchaser: BRAHMAPUTRA CRACKER AND PLOYMER LIMITED.
Destination: Lepetkata, Dibrugarh, Assam.

Purchase Order No.....
Net Wt.Kgs.Gross Wt. Kgs
DimensionsXXHOD
Package No. (S. No. of total packages)
Seller's Name

- 2.2 Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.

3.0 SHIPMENT:

BY SEA: All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

FOR FOB CONTRACTS: Shipping arrangements will be made by forwarding Agents/Nominees (Shipping Corporation of India / Balmer Lawrie & Co. Ltd., to be informed by BCPL) to whom adequate notice of not less than six weeks about the readiness of the cargo for shipment as per cl.no.2.1 above, should be given by the Supplier for finalizing the shipping arrangements.

- 3.1. BY AIR: Wherever the shipments are to be effected by Air, the same shall be dispatched preferably through Air India.

4.0 SHIPPING DOCUMENTATION

- 4.1 All documents shall be in English Language.

4.2 DOCUMENTS REQUIRED BEFORE SHIPMENT

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser.

4.3 DOCUMENTS REQUIRED AFTER SHIPMENT

The supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of shipping documents mentioned in the PO, including the following:

- 4.3.1 Commercial Invoice
- 4.3.2 Bill of Lading
- 4.3.3 Inspection Release Note ((if applicable)
- 4.3.4 Packing List
- 4.3.5 Freight Memo (if applicable)
- 4.3.6 Certificate of Origin
- 4.3.7 Test Certificates (if applicable)
- 4.3.8 Fall Clause Certificate
- 4.3.9 Certificate of Conformity
- 4.3.10 Test Certificate
- 4.3.11 Warrantee certificate etc. (if applicable).
- 4.3.12 Copy of e-mail sent to BCPL's underwriters for arranging transit insurance

One set each of the above documents is to be sent by first class courier to Purchaser at the address given PO.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

Suppliers to note that as per notifications issued by Civil Aviation & Central Board of Indirect Taxes and Customs, Free Period for import consignments at AIR & SEA CARGO is only 48 Hrs.

In order to expedite the clearance procedure and avoid the delay in presentation of Bill of entries and demurrage charges, suppliers are advised to ensure that the above documents are forwarded

well in advance **before the landing and arrival of the shipment.**

All foreign Suppliers are required to mention Standard unit of measurement and Commercial unit of measuring i.e. for all import packing list/Invoice the UoM shall be invariably in both unit.

4.4 BILL OF LADING

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate Port Consignee at its address given in PO.

4.5 PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5.0 SHIPPING ADVICE

- 5.1 Within 48 hours after shipment, the supplier shall send shipping advice by way of Fax to Purchaser at clause 2.1 above, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

Immediately after shipment, seller shall send advance information OF SHIPPING/DISPATCH PARTICULARS, by way of telex/fax message by giving following details:

- i) Vessel Name or Flight No.
- ii) Bill of lading no./AWB No. & Date.
- iii) E.T.A. Kolkata.
- iv) Invoice Nos. & Date.
- v) Invoice Value.
- vi) No. of cases
- vii) Gross Weight
- viii) Other details if any

- 5.2 In case of free replacement/supply of components/parts, the supplier shall advise by Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.