

SPECIAL CONDITIONS OF CONTRACT (SCC)**1. GENERAL**

- 1.1** Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each section shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy's of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4** Wherever it is stated in this Bidding Document that such and such supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5** The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instructions/directions of Engineer-in-Charge will be binding on the CONTRACTOR.
- 1.6** In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in- Charge, which will be binding on the CONTRACTOR

2. QUOTATION:

The tenderer is expected to quote rates against respective schedule of rates after careful analysis of cost involved for performance of the job considering all requirements of prevailing conditions, labour, handling equipments/cranes, trucks/trailers etc. In case it is noticed that the rates quoted by the tenderer are unusually high it will be sufficient cause for rejection of the tender unless BCPL/Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rates to be provided by tenderer on demand. It is to be noted that it is not obligatory on the part of BCPL/Owner to call for such analysis before rejecting any tender. Rates shall be quoted strictly as per Schedule of Rates. The

tenderer is expected to acquaint him-self fully with the nature of the job to be performed by him, requirement of trucks/trailers, labour, materials, equipments and whatsoever is necessary for the execution of the work, conditions of site, roads and all the necessary and relevant information before quoting. The rates quoted shall be firm and inclusive of all taxes except applicable Service Tax, duties, levies, whatsoever either present or future and the rates are not subject to any variation during the entire contract period or the extension thereof. No idle charges shall be paid/payable to contractor either for handling equipments or labour .

3. COMMENCEMENT OF WORK:

The work covered under this contract shall be commenced within 15 days from the date of LOI from BCPL

4. WORK ON SUNDAYS & HOLIDAYS:

The contractor shall carry out work on Sundays and holidays also if exigency arises in the interest of the progress of the work without any extra charge to BCPL/Owner.

5. SUB-LETTING OF WORK:

No part of the contract shall in any manner be transferred by the contractor directly or indirectly to any other person or firm.

6. RATES FOR EXTRA WORK:

The provision as covered in GCC section (V) clause no. 60 shall be applicable.

7. BILLING & PAYMENT:

7.1 As soon as any consignment against a B/L is delivered at BCPL in full, contractor shall submit his bills in triplicate as per Schedule of Rates to BCPL, Lepetkata, Dibrugarh, Assam . The bills shall be made out in the name of BCPL and submitted along with the related documents and other cash vouchers if any. Payment shall be made by BCPL/Owner within 30 days or receipt of bills provided they are in order.

7.2 If any of the consignments are required to be stored in contractor's godown by BCPL, contractor may raise part bills for the services completed.

8. INSURANCE:

8.1 Contractor shall at his own expense maintain Insurance for his vehicles, equipments; employees etc. and indemnify BCPL/Owner from any liability.

8.2 Insurance for the imported consignments shall be arranged by Owner/BCPL.

9. BID EVALUATION CRITERIA:

The bids shall be evaluated on the following basis.

9.1 The L-1 Bidder shall be decided on the basis of total quoted value of all the Groups.

9.2 The Job will be awarded to the Bidder who is overall L-1 for Kolkata, Haldia, Mumbai Sea port & Kolkata, Mumbai International Airport.

10. DURATION OF CONTRACT:

The contract shall remain valid for a period of 24 months from the date of placement of LOA from BCPL. The Contract may be extended by BCPL for period of 6 months on same rate, terms & conditions.

11. SCOPE OF WORK:

The contractor's scope of work which shall be read in conjunction with clause 12, Contractor's responsibilities hereof shall include:-

11.1 All aspects of clearance of imported / re-export shipments through Customs, Port or any other concerned agency.

11.2 Entire custom Clearance activities related to re-export of shipments from collection of goods from BCPL godown at Dibrugarh till the handing over to Airlines, shipping lines.

11.3 Indenting and coordination of suitable types of transport vehicles as and when required including expediting thereof and loading into trucks/trailers, safe transportation and delivery to BCPL's Warehouse as advised.

11.4 Handling of Customs & Port Documentation and formalities connected with the clearance of materials through the Customs, Port, Octroi & other concerned/related Authorities.

11.5 Handling of all customs/port documentations and formalities connected with export / re-export of BCPL'S consignments.

11.6 Providing suitable material handling and transport equipments as may be necessary including, labour, cranes, trucks/trailers etc.

11.7 Verification and checking of equipments, cases and materials for any damages and/or loss at every stage from the time of discharge from ship till final dispatch, arrange repairing, repacking of cases as required, arranging survey, initiating, lodging and processing of all claims in time including proper documentation and follow up till settlement.

11.8 Providing of adequate storage space with proper security measures for temporary storage of material in transit.

11.9 Proper supervision of the entire operations as indicated above.

11.10 Deployment of dedicated nodal officer by CHA (Contractor) on behalf of BCPL exclusively looking after the clearing forwarding & transportation activity. This is in addition to the normal activity as covered in the tender document to be complied by the contractor and his credential needs to be forwarded with tender document.

12. CONTRACTOR'S RESPONSIBILITIES:

12.1 The contractor from the time of receipt of information/documents from BCPL shall keep close liaison with steamship companies and/or their agents to check up arrival of vessels, berthing and discharge position and report to BCPL day-to-day status after the vessel's arrival. Contractor shall also keep close liaison with steamship companies and/or their agents and other agencies involved in export formalities involved in re-export of BCPL's shipments and report to BCPL the day-to-day status prior to / after sailing of vessels until reaches destinations.

12.2 The contractor shall exercise due care in scrutinizing and processing the Shipping documents received and in clearance of shipments as expeditiously as possible without giving room for demurrage/ wharfage. The contractor shall also bring to the notice of BCPL, any difficulties that he may come across at the Customs or elsewhere without delay. When documents for any reason are not available or incomplete, the contractor shall take alternative steps for clearance of such shipments by arranging to submit bonds/letters of guarantee etc., in consultation with BCPL. It is clearly understood that any demurrage/ wharfage that may be determined by BCPL as due to lapse or negligence of the contractor shall be borne by the contractor and the decision of Officer-in-Charge in this regard shall be final and legally binding on the contractor.

12.3 The contractor shall take all possible precautionary measures towards safety of all cargo landed in the docks or elsewhere, arrange surveys and obtain certificates, on damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned, arrange repairs/repacking of cases as required and take such other actions as may be necessary to generally safeguard the interests of BCPL/Owner.

12.4 The contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish BCPL within 7 days of the acceptance of tender, a list of such service personnel with their designation assigned for this particular work.

12.5 The contractor shall make due provisions for deputing adequate staff at the required places to work during 2nd and 3rd shifts and also to work on Sundays and holidays if otherwise cargo held up pending clearance is liable to incur considerable demurrage or if such pending shipment is urgently required at the project site and also take proper action as per instructions from BCPL.

12.6 The contractor shall provide adequate packing and lashing after loading of packages onto trailers/trucks to ensure full protection to all cargo in transit & all forwarding documents shall be accurately filled in and dispatches effected correctly.

12.7 The contractor shall obtain clean Consignment Notes/Receipts without Qualifying Remarks

12.8 The contractor shall utilize suitable transport and handling equipments, engage sufficient labour and supervisory staff and be fully responsible for the safe handling of equipments and other materials in the entire clearance and forwarding operations and shall indemnify and absolve Owner/BCPL of any consequences thereof by way of damage/loss of cargo, accidents, damages to vehicles and handling equipments either owned or hired by him, public property as well as injuries or otherwise to the personnel under his command or to the public.

12.9 The contractor shall lodge within the prescribed time limits, all claims with the Customs, Port Trust, Steamer Agents, Transport Companies, Octroi and other concerned authorities as well as initial claims on Insurance Underwriters in all cases of excess payment, damage and loss of cargo etc., as the case may be and take regular follow up action till the claims are finally settled. All refund amounts obtained by the contractor shall be passed on to Owner through BCPL immediately on collection.

12.10 The contractor shall maintain a proper schedule of the entire work and send BCPL regular weekly progress reports to reflect the status of work done and pending up to and as on the previous day of the report. Such reports shall also be sent in respect of packages reported not traceable in docks, surveys held and reports thereof and claims lodged, pursued, settled and pending. In respect of non-traceable packages, the contractor shall maintain regular and personal follow up till the final status thereof is established and necessary action taken thereon.

12.11 The contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the owner and BCPL from any consequences due to any inaccurate or faulty documentation on the part of the contractor.

12.12 The contractor shall provide suitable and adequate warehouse space & arrange storage of materials and equipments as per BCPL/Owner's instructions. Contractor shall maintain proper receipts and dispatches of materials and be fully responsible for safe custody of such cargo. If any shortages/losses occur while in custody of the contractor, cost of same shall be recovered from him. The warehouse shall be free for inspection by BCPL/Owner as and when required.

12.13 The contractor shall be responsible for final processing of all claims and final Completion of formalities at the customs connected with Import Authorization registration as laid down above.

12.14 Whenever, BCPL/Owner appoints transporter and advises contractor to arrange dispatch through them, it shall be the responsibility of the contractor to indent required vehicles from the transporter and load. If any vehicle is returned without loading for any reason, empty return charges as claimed by transporter would be payable by contractor. Contractor shall be responsible to arrange loading of all the vehicles supplied by the outside agency within reasonable time either at docks or his godown if he fails, all detention charges claimed by outside agency shall be borne by him.

12.15 The contractor shall in their execution of services under this contract, adhere to any Procedures and routine established by Officer-in-Charge.

12.16 Contractor shall arrange timely clearance and dispatch of import consignments arrived by Sea/air immediately on advice from BCPL/Owner. Immediately after assessment of Bill of Entry, contractor must inform BCPL for payment of the same. BCPL after online payment of duty , will provide copy of online challan to contractor as a proof of payment of custom duty for doing further necessary activities for taking delivery of cargo. Further, contractor needs to obtain the freight invoices from Freight Forwarders and forward the same to BCPL for arranging payment. The freight payment shall be arranged by BCPL in the form of DD in favour of concerned shipping lines and forwarded the same to CHA for the delivery of the cargo within the shortest period of time. In case the estimated total expenses towards mandatory charges and other expenses listed out in out of pocket expenses are below Rs.50,000 per shipment, then contractor needs to pay the same to concern agencies and submit the original receipts along with the bills after clearance of the shipment. Further, in case the expenses exceed Rs.50000 per shipment, contractor must inform BCPL and mention the approx. amount involved in clearance required. BCPL after receiving the request will transfer the fund to contractor's account immediately against security deposit in the form of BG of value 5 lakh .The fund transferred to contractor's account against single shipment must be adjusted /reconciled in the bills against the shipment.

If DD is not possible due to certain constrains like holiday etc. the required funds shall be transferred by BCPL to CHA against the Security Bank Guarantee .The amount shall not exceed more than Rs .5 lakh for single consignments. The fund transferred shall be used for freight and out of pocket expenses.

12.17 The contractor shall take all steps to prevent loss and damage to goods received by the Contractor on behalf of BCPL/Owner for handling and dispatch during the period when goods are in their charge or while the goods remain in the custody of the port trust. It is incumbent on the contractor to promptly examine carefully all packages landed from the steamer and whenever they notice any damage/loss at the time of clearance from the docks, the contractor shall promptly apply for and arrange to hold surveys with the concerned authorities and pursue action to obtain survey reports, examination reports, certificate of examination etc. as the case may be.

12.18 When any short landing of consignment has been noticed, the contractor shall promptly apply for a short landing certificate or landed but missing certificate from the port trust authorities within the prescribed time governing the rules for settlement of claims with the Carriers/Insurance Company/Port Trust and Customs etc. but in any case such certificates should be obtained not later than the date prescribed of time limit from the date of arrival of the Steamer.

12.19 The contractor will have to make good to Owner/BCPL on demand any loss due to the negligence or failure on their part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of relevant rules and regulations applicable in clearance, handling and dispatch of goods, lodging and settlement of claims, failing which the amount of loss will be appropriated from the security or other deposits made by the clearing agent or from any amount due to the clearing agency under this contract. This is apart from the other remedies open to BCPL/Owner under the provisions of law in force.

12.20 Where survey reports/short-landing certificates/landing but missing certificate/customs certificate of examination/landing certificates or similar certificates are required for substantiating the claims with

various agencies and obtaining compensation from the concerned authorities liable to pay for the damage or loss, due care will have to be exercised by the contractor to ensure that the certificate/survey reports etc., are complete in all respects so that they cannot be disputed by the parties concerned at a later stage on some pretext or other.

12.21 Contractor shall deploy one experience person having knowledge of clearing activity as per scope of work at BCPL office, Dibrugarh on regular basis. He shall collect the documents to ensure timely delivery/ deposit of these documents at contractor's office for further clearance activities. The person deployed at BCPL shall also assist BCPL executives in custom related documentation and /or any other related works. All the expenses excluding travelling expenses towards deployed person shall be borne by contractor and to be taken care while quoting SOR items. This includes his boarding, loading and all other expenses. No other additional charges shall be paid by BCPL except as agreed in SOR. The person shall liason with his main office for executing the clearance activity.

BCPL reserve the right to ask for replacement in the event of person deployed is not performing to the satisfaction of BCPL.

12.22 Travelling expenses of to and fro from Dibrugarh to contractor's place will be reimbursed by BCPL on submission of original tickets. The travelling mode will be restricted to sleeper class in train. However in case of urgency, economic class flight mode will be applicable. In all cases vendor has to take prior approval from BCPL.

12.23 The contractor shall abide and fulfil all provisions of the Minimum Wages Act, Contract Labour (Regulation & Arbitration) Act, 1970, Employees State Insurance Act and all other applicable rules and regulations etc., made under such laws and related laws and shall absolve BCPL/Owner of all liability in respect of the contractor's employees or their dependents or agents.

12.24 During the execution of this contract, if any accident arises resulting in death or injury to any person including employees of the contractor, then contractor shall be liable to bear all expenses/compensation and indemnify BCPL/Owner from any demand, claim or proceedings occasioned or instituted by such injured person on his behalf.

12.25 No octroi duty shall be payable as the imported goods are required to be dispatched in & out of city. The Contractor shall be responsible for filling in the required forms for octroi purpose for dispatch either directly from docks or through CHA's godown or through BCPL appointed transport contractor. In case, the payment of Octroi becomes unavoidable, then contractor needs to pay the same and obtain the re-imbursement after submission of original receipts/challans.

12.26 Contractor shall also keep close liaison with shipping companies and/or their agents and other agencies involved in export formalities involved in export / re-export of BCPL's shipments and report to BCPL the day-to-day status prior to / after sailing of vessels.

12.27 Contractor needs to collect N forms and other necessary documents required for the export of air/sea shipments for repair / overhauling to various countries & arrange to complete the Octroi etc formalities while taking the shipment inside municipal limits of Kolkata/Mumbai. It is the

responsibility of contractor to complete all the formalities related to N form at Octroi to close the all the cases.

12.28 Bidders should submit documentary evidence like copies of

- i) Self attested Photocopies of Valid CHA License issued by Custom House.
- ii) Proof of past experience in similar jobs with copies of work orders / job completion certificates indicating value of work executed during preceding five years.
- iii) Concurrent commitments/details of similar jobs on hand.
- iv) Copies of Registration Certificate for vehicles having ownership or similar agreement thereof
- v) Copy of approval from Indian Banker's Association.
- vi) Contractor is required to register with custom authority for project registration and it's reconciliation. Submission of essentiality certificate (if required) to Custom Authority at Kolkata and registering at Kolkata Customs for orders covered under custom head 98.01 and necessary reconciliation thereof.

12.29 Once LOI is awarded, contractor shall discuss entire modus of operation of clearing activities as defined in tender document with BCPL officers and submit the same within 15 days of receipt of LOA.

13. OWNER'S/BCPL'S RESPONSIBILITIES:

13.1 BCPL/Owner shall furnish the contractor all shipping documents in advance of the arrival of the relevant steamer.

13.2 BCPL/Owner on receipt of intimation from the contractor shall furnish available catalogues, drawings. Literatures etc., and technical data as and when required by the customs for release of the materials.

13.3 BCPL/Owner on receipt of any intimation from the contractor or any objection by Customs to release any material shall take up suitably with Customs and instruct the contractor to clear such material at the applicable rate of Customs duty .

13.4 BCPL/Owner shall furnish the contractor dispatch instructions as to the details of imported materials and quantities involved for dispatch to BCPL's site or to contractor's storage yard and subsequent dispatch.

14. RATES:

14.1 Contractor shall be paid according to the dead weight of the consignment for all Services.

14.2 Agreed rates are firm and fixed during the period of contract.

14.3 Should any job/item beyond the scope of the schedule arise/arrive a specific price for that particular job/item shall be negotiated and agreed to on the basis of similar job/ item covered by the schedule.

15. VOLUME OF WORK:

No guarantee can be given of any definite volume of work which will be entrusted to the contractor at a time or throughout the period of the contract. The indication of quantity to be handled and cleared is tentative and without any obligation on the part of BCPL/Owner and it cannot be made the subject matter of any claim or litigation at any time even if quantities actually offered for handling during the period of the contract are substantially lower or higher than the estimated quantity indicated in the tender document.

16. OUT OF POCKET EXPENSES:

Following out of pocket expenses are reimbursable in addition to the other schedule of rates as and where applicable. No expenses other than those mentioned shall be payable. All expenses under this head shall be supported by vouchers.

- a) Differential Customs Duty.
- b) All the shipping company charges like Terminal Handling charges, DO charges, Container detention, container cleaning / washing / repair / damage, Container insurance/ IMG filling/Port conjunction etc.
- c) All the Warehouse/CFS charges like Ground Rent, De-stuffing, lift on / lift off , container examination etc.
- d) All the Airport charges like Demurrage, handling, Packing etc. including airlines charges.
- e) Cost of judicial stamps and bonds, stamp duty.
- f) Octroi if unavoidable.
- g) Customs examinations and overtime fees.
- h) Survey Fees at Dock/port/airport/CHA godown.
- i) Agreed Charges for repacking / repairing of damaged packages at Dock/Port/Godown.
- j) Ocean and airfreights, if advised by BCPL.
- k) Documentation charges.
- l) EDI(Electronic Data Interchange) charges.
- m) Courier charges.
- n) Any other port/air port/ shipping company/Airlines/Freight Forwarder/Console agent charges as advised by BCPL time to time.

Out of pocket expenses as mentioned above shall be paid by Contractor in case the total expenses are within Rs. 50000 per shipment. and such out of pocket expenses will be re-imbursed by BCPL to the contractor on production of original receipts alongwith bills for the completed jobs within 15 days from the date of submission. In case total expenses exceeds Rs 50000, contractor must inform the same to BCPL about details of amount required for clearance .On receipt of the request from contractor the fund will be transferred to contractor's account against single shipment. That must be adjusted / reconciled in the bills against the shipment.

17. DEMURRAGES ETC.:

The Clearing Agent shall operate in such a manner as to clear the cargo within the free period subject to Force Majeure. Demurrage if any to the consignment shall be to the account of the clearing agent if caused due to their omission or negligence. The reason for incurring demurrage if any shall be indicated in the individual bills submitted by the clearing agent by way of summary report. Based on the report

BCPL/Owner shall decide as to who is responsible for the demurrage. The decision of BCPL/Owner on demurrage and other charges shall be final and binding on the Clearing Agent.

18. PENALTY :

In case of any delay in clearance of materials from the port / airport after receipt of complete and clean documents, Custom Duty & other statutory charges from BCPL, penalty @ 0.5% of the agency charges of that particular B/L or AWB per week of delay shall be levied subject to maximum of 5% of the agency charges of that particular B/L.

19. MINIMUM CHARGES/PAYMENT BY VOLUME:

19.1 Minimum per trip charges shall be payable only when under load is transported from any place at the specific request of the Officer-in-Charge of BCPL or when the total weight or volume of full shipment falls short of Truck/Trailer carrying capacity. In these cases minimum charges shall be paid as 9 MT for packages having length up to 5.5 Mtrs , 16 MT for packages with length more than 5.5 Mtrs and up to 5.8 Mtrs & 22 MT for packages with length more than 5.8 Mtrs and up to 12 Mtrs. Any extra weight above 9 MT ,16 MT & 22 MT will be paid on pro-rata basis.

20. MAXIMUM SIZES OF CONSIGNMENTS:

Maximum limiting sizes of Truck/Trailer/Tempo consignments shall be as follows:

- a) Truck : Length up to 5.5 Mtrs.
Width up to 2.0 Mtrs.
Height up to 2.3 Mtrs
Weight up to 9 MT
- b) Truck : Length up to 5.8 Mtrs.
Width up to 2.1 Mtrs.
Height up to 2.4 Mtrs
Weight up to 16 MT
- c) Trailer : Length up to 12 Mtrs.
Width up to 2.7 Mtrs.
Height up to 2.6 Mtrs
Weight up to 22 MT
- d) Tempo/LCV : Small consignments weighing up to 3 MT
Length up to 4.0 Mtrs.
Width up to 2.0 Mtrs.
Height up to 2.0 Mtrs.
Weight up to 3 MT

21. MIXED CARGO:

If any truck cargo is required to be carried in any particular trip by trailer as mixed cargo, the entire load shall be treated as trailer load provided Officer-in- Charge's permission is taken in advance. When

packages of different Bills of Lading are clubbed for the purpose of transportation, charges shall be subject to only one maximum.

22. BONDING/DE-BONDING OF CARGO

22.1 In case of necessity, contractor will arrange with the prior permission of BCPL/Owner for bonding of consignments and remove the goods to bonded Warehouse to avoid port demurrage charges. Subsequently, contractor shall arrange de-bonding and clear the consignments. In case of Bonding of cargo, Agency charges shall be paid once for Bonding the cargo & again at the time of Debonding the cargo.

22.2 If the consignments are stored in Public/Customs bonded warehouse, the storage charges shall be Paid by BCPL/Owner at actuals as per the tariffs/rate charts of the said Public bonded warehouses.

22.3 Charges for transportation to bonded warehouse shall be paid as per the schedule for removal to contractor's godown. All other charges for loading/ unloading operations shall be as per operations at CHA godown of the schedule of rates.

22.4 Contractor shall be fully responsible to adhere to the required formalities for bonding and de-bonding of the consignments.

23. ESCALATION CLAUSE :

If the diesel rate increase /decreases beyond 5% of the quoted diesel rate then the rates will be revised as follows:

Revised rate of freight = Original Rate of freight as per SOR x Revised rate of diesel/Original rate of diesel .

The diesel price of Dibrugarh will be considered.

This revision will be applicable on Group 'C' of SOR

24. PORT OF CLEARANCE:

The Contractor shall arrange clearance of all consignments arriving at Kolkata, Haldia, Mumbai sea port as well as Kolkata, Mumbai International Airport.

25. CLEARANCE OF CONTAINERIZED CARGO SHIPMENTS

Normally, all the containerized shipments arrive at ports will be cleared on FACTORY DESTUFFING basis only. All the formalities like payment of shipping co charges, stamp duty & other charges, furnishing blank cheques & container bonds, obtaining DOs from various shipping agents/consolidators etc. for taking the delivery of the containers must be carried out by the contractor within the shortest possible time to avoid container detention charges. These expenses shall be paid by Contractor in case the total expenses are within Rs. 50000 per shipment. and expenses will be reimbursed by BCPL to the contractor on production of original receipts alongwith bills for the completed jobs within 15 days from the date of submission. In case total expenses exceeds Rs 50000, contractor must inform the same

to BCPL about details of amount required for clearance .On receipt of the request from contractor the fund will be transferred to contractor's account against single shipment. That must be adjusted / reconciled in the bills against the shipment. BCPL will not provide blank cheques or any advance payments to shipping companies during the clearance activities. Contractor needs to submit the blank cheques and all the payments for clearance and the same will be reimbursed by BCPL on submission of original receipts alongwith bills. Further, part bills for any shipments will not be entertained and contractor needs to submit bill alongwith original receipts only after submission of all the empty containers against the shipment in the empty yard of CFS.

26. SITE CLEANING

The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling upto the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of CONTRACTOR to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.

The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof. The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to any area within premises/ other area as directed by the Engineer-in-Charge. The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge.No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

27. ROUNDING OFF

All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less then 50 (fifty) paise, the same shall be ignored.

28. FIRM PRICE

The quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever except fuel escalation (Ref clause no 23 of SCC)

29. TAXES AND DUTIES

29.1 The Contracted rates/prices are inclusive of all Taxes, Duties, Levies, Octroi, Cess etc. except service tax till the final completion of the work, and contractor shall not be eligible for any compensation on this account except for statutory variations/ new Taxes, Duties as mentioned in clause no.29.2 below.

29.2 Statutory Variation/ New Taxes& Duties

- a) Contractor shall bear all liability with respect to Taxes, Duties, Levies, Octroi, Cess etc.. However in case of imposition of new Taxes, Duties / any increase in the applicable rate(s) of Sales Tax, Excise Duty & Service Tax, after the last date of submission of the price bid by the bidder and till the contractual completion period, the Owner shall reimburse to the Contractor new Taxes, Duties/ any increase in the rate of Sales Tax, Excise Duty & Service Tax, as the case may be, on submission of satisfactory documentary evidence. New Taxes, Duties/ Statutory variation during the extended contractual completion period (if any) shall be payable only if the reason for extension is attributable to the Owner.
- b) Conversely, if there is any reduction in the rates of Sales Tax, Excise Duty, Service Tax etc. after the date of the submission of the priced bid and till the contractual completion period, the Owner shall be entitled to the benefit of such reduction by way of reduction (in addition to any other reduction or discount provided for) from the price(s).

30. INCOME TAX & CORPORATE TAX

30.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

30.2 Corporate Tax Liability if any shall be to Contractor's account.

31. STATUTORY APPROVALS

The approval from any authority required as per statutory rules and regulations of Central / State Govt. shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However, statutory fees paid for all inspections and approvals by such authorities, if any, should be included in the quoted price. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Contractor from any of his responsibilities under this Contract.

32. INSURANCES

32.1 Owner will arrange Comprehensive Insurance policy covering Marine, Inland Transit Insurance (in India) and Site Erection/ Storage Insurance. However, Bidder shall carry and maintain any and all other Statutory Insurance(s) required under Indian laws and regulations, including Workmen Compensation Act/ Employee State Insurance/ Third Party Liabilities etc. and Insurances for their personnel engaged in performance of the work at Contractor's own cost.

32.2 Irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.

32.3 Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

33. CONTRACT PERFORMANCE SECURITY/GUARANTEE

The clause no.24.0 of GCC shall stand modified to the following extent only:

As a Contract Security, the Contractor to whom the work is awarded, within 15 (Fifteen) days of such award of contract shall furnish a Contract Performance Security/Guarantee in favour of the Employer/Consultant in the form of an irrevocable and unconditional Bank Guarantee as per proforma approved by Employer/Consultant. This Bank Guarantee shall be issued by any Indian Nationalised /Scheduled Bank or reputed International Bank. The Guarantee amount shall be 7.5% of one year's contract value as awarded, for the faithful performance of the contract strictly in accordance with terms and conditions of contract. The Guarantee shall be valid till expiry of 90 (Ninety) days after the contract completion period. In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above. The Employer/Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer/Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

In addition to the above, vendor has to submit a security deposit of 5 lakh value for shipping line freight & other expenses (Refer clause no 12.16 of SCC) in a form of Bank Guarantee which will be valid till completion of contract pursuance to clause no 10 of Special condition of contract.

34. LABOUR LICENCE

Before starting of work, as applicable, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.

35. LOADING, UNLOADING & ENTRY OF VEHICLE

Loading, unloading of materials at all locations except BCPL's site, are in contractor's scope. Loading of re- export, unloading of import materials at BCPL site will be done by BCPL.

All Vehicles should enter BCPL on working days only. Vehicle entered after 3.30 pm will be considered in the next day only. No vehicle will be loaded or unloaded during holidays, Sundays, Saturdays, strike, local holidays. Vehicle detention charges will not be paid by BCPL during the above mentioned restricted time period.

36. AFFIDAVIT

The bidder shall submit an affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying the following:

The document submitted by M/s. _____ are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. _____ shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws

37. NAME AND LOCATION OF THE PROJECT

**M/S.BRAHMAPUTRA CRACKER & POLYMER LIMITED
LAPETKATA –DIBRUGARH
LAKWA-SIBSAGAR
DULIAJAN-DIBRUGARH**

SIGNATURE & SEAL OF TENDERER

