

SPECIAL CONDITIONS OF CONTRACT – GOODS (SCC - GOODS)

1. DEFINITIONS

- 1.1. In addition to meaning ascribed to certain capitalized terms in “GCC - GOODS”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC - GOODS”, the meaning ascribed to such term hereunder shall prevail:
 - 1.1.1. Definitions
 - RFQ Documents shall mean documents issued to the bidder
 - Effective Date shall mean the date on which Supplier's obligations will commence and that will be date of Fax of Intent (FOI).
- 1.2. Interpretations
 - 1.2.1. Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC - Goods then, unless a different intention appears, the provisions of the SCC - Goods shall be deemed to govern the provisions of the GCC - Goods and SCC - Goods provisions shall prevail to the extent of such repugnancy, or variations exist.
 - 1.2.2. In RFQ Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
 - 1.2.3. Notwithstanding the sub-division of the RFQ Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
 - 1.2.4. All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC - Goods or to the Specifications or to any other part of RFQ Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
 - 1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
 - 1.2.6. Except the obligation of payment to Supplier, EIL may discharge all other Purchaser's obligations. In RFQ Documents at all such places where obligations are confined to Purchaser alone such provision to read as 'Purchaser/Consultant's' obligation to the extent the context so means/ requires.
- 1.3. **The Employer / Company's / OWNER /Purchaser name GAIL (India) Ltd. or GAIL where ever appearing in the RFQ Document and its enclosures shall be read as “Brahmaputra Cracker and Polymer Limited” or BCPL having their registered office at Hotel Brahmaputra Ashok, M G Road, Guwahati-781001 (Assam), India.**

2. SUPPLIER'S SCOPE

This clause shall be read in conjunction with clause No. 5 of GCC-GOODS. Supplier's scope shall include (a) manufacturing of Items as per Material Requisition technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Consultant's approval; (d) Inspection by Purchaser's/Consultant/Agency Designated by Purchaser and obtaining Inspection Release Note; (e) obtaining despatch clearance; (f) Packing; and (g) Loading on truck/trailer for Indian Bidder / loading on ship at FOB port of exit including storing as applicable for foreign bidder and transportation upto site as applicable for Indian Bidder.

3. DELIVERY SCHEDULE

- 3.1 All goods under the scope of the Supplier shall be delivered as per delivery schedule specified in Request for Quotation (RFQ).

i) For Indian Bidder:

Delivery of Goods shall be on FOR Site (Lepetkata, Assam) Basis. The date of receipt of all material /components of the equipment at designated place (mentioned below) shall be considered as date of delivery.

Brahmaputra Cracker & Polymer Limited
Lepetkata, P.O Borboruah
Dibrugarh 786007
Assam, India

ii) For Foreign Bidder:

Delivery of Goods shall be on FOB International Sea Port of Shipment basis. The date of clean Bill of Lading shall be considered as date of delivery.

- 3.2 Failing to meet the delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in RFQ Documents.
- 3.3 Price Reduction Schedule (PRS) shall be applicable as per Clause 26.0 of GCC- Goods.
- 3.4 Delivery period as detailed in Clause 3.1 of SCC-Goods above shall be the essence of order and no variation shall be permitted.
- 3.5 The delivery period shall be reckoned from the date of Fax of Intent.

4. DESPATCH INSTRUCTIONS

- 4.1 Supplier shall obtain despatch clearance from the purchaser prior to despatch.
- 4.2 Copy of Inspection Release Certificate, Despatch Clearance and Statement showing the name of the vessel, description and weight of material and shipping marks etc. to be submitted along with the documents

5. PACKING, MARKING AND SHIPMENT

- 5.1. The Supplier wherever applicable shall after proper painting, pack and crate all goods for sea/road/rail transportation in such a manner so as to protect it from damage and deterioration. The Supplier shall be held responsible for all damages due to improper packing. The Supplier shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.
- 5.2. Supplier shall comply with the Packing, Marking and Shipping Instructions as in respective documents given as part of RFQ Document.

6. INDEPENDENT SUPPLIER

It is expressly understood and agreed that Supplier is an independent party and that neither the Supplier/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Supplier has any kind of interest in other Suppliers.

7. LIEN

Supplier shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Supplier shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. RECOVERY OF CUSTOM DUTY, EXCISE DUTY AND SALES TAX

In case, the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the Supplier immediately on enforcement of such variation under intimation to the Supplier.

9. REJECTION OF MATERIAL

Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to despatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

Supplier shall be responsible and liable for immediate replacement of such material with acceptable material or rectify the defective material upto the satisfaction inspection agency at no extra cost or impact on the delivery schedule to PURCHASER.

10. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11. GOVERNING LAW

Laws of India will govern the Agreement. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Assam for Indian Bidders and New Delhi for Foreign Bidders.

12. PURCHASER'S RIGHTS AND REMEDIES

Without prejudice to PURCHASER's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the PURCHASER, SUPPLIER is not in a position to makeup the delay to meet the intended purpose, the PURCHASER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

13. TERMS OF PAYMENT

The Following Shall Be Read In Conjunction with Article 21 of GCC (Goods)

13.1. FOR INDIAN BIDDERS:

13.1.1. For Supply Of Items Other Than Fabricated Items:

13.1.1.1. 90% with taxes and duties shall be paid after adjustment against PRS if any and against submission of invoice in triplicate along with:

- i) Inspection release note by Purchaser/Consultant.
- ii) Documents as specified in Vendor Data Requirement in Material Requisition.
- iii) LR/GR
- iv) Packing List
- v) Proof of custom clearances including payment of custom duty for imports permitted in the contract.
- vi) Dispatch instructions/ clearance by Purchaser/Consultant.
- vii) Final Technical documents, if any specified in Purchase Requisition

13.1.1.2. Balance 10% of total Invoice value shall be paid within 30 days of receipt and acceptance of complete material at site.

13.1.1.3. Transportation Charges

100 % Transportation charges shall be paid within 30 days after receipt and acceptance of complete material at site.

13.1.2. For Supply of Fabricated Items (Columns /Towers, Pressure Vessels, Heat Exchangers Etc.) :

13.1.2.1. 5% on approval of all drawings and at least in CODE-2 and QAP against submission of bank guarantee for an equivalent amount valid till complete execution of order plus three months.

- 13.1.2.2. 15% after receipt of identified raw materials or equipments at Supplier's work and against certification by EIL and submission of bank guarantee for equivalent amount valid till complete execution of order plus three months.
- 13.1.2.3. 65% payment along with full taxes, duties and transportation charges through bank against despatch documents consisting of Owner/EIL inspection release note, Despatch instruction/clearance by purchaser / consultant, invoice, packing list, LR/GR etc. Billing schedule must be furnished by the Supplier in case pro-rata payments are required. All bank charges shall be to Supplier's account.
- 13.1.2.4. 5% payment after receipt of final drawings/documents as specified in Purchase Requisition against EIL's certification.
- 13.1.2.5. Balance 10% within 30 days of receipt and acceptance of material at site.
- 13.1.3. **For Site Work :**
- 13.1.3.1. i) 90% progressively on completion of work on pro-rata basis.
- 13.1.3.2. ii) 10% on completion of work in all respects & acceptance thereof.
- 13.1.4. **For Supervision :**
- 13.1.4.1. 100% against monthly bills payable against submission of invoice and time sheet duly certified by Engineer-in-charge.

- 13.2. **FOR FOREIGN BIDDER:**
- 13.2.1. **For Supply of Fabricated & Non Fabricated Items :**
- 13.2.1.1. 100% of total invoice value including Ocean Freight (in case of CFR contract) less Indian Agent's Commission (if any), will be paid through irrevocable LC in accordance with Clause No. 13.3 below after adjustment against PRS, if any, and submission of invoice in triplicate along with:
 - i) Inspection release note by Third Party Inspection Agency/Purchaser/Consultant.
 - ii) Documents as specified in Vendor Data Requirement in Material Requisition.
 - iii) Clean Bill of Lading.
 - iv) Packing List
 - v) Documents pertaining to Ocean Freight (in case of CFR Contract) and also Marine Insurance (in case of CIF contract)
 - vi) Country of origin certificate
 - vii) Dispatch instructions/ clearance by Purchaser/Consultant.
 - viii) Final Technical documents, if any specified in Purchase Requisition.
- 13.2.2. **For Site Work:**
- 13.2.2.1. i) 90% progressively on completion of work on pro-rata basis.
- 13.2.2.2. ii) 10% on completion of work in all respects & acceptance thereof.
- 13.2.3. **For Supervision :**
- 13.2.3.1. 100% against monthly bills payable against submission of invoice and time sheet duly certified by Engineer-in-charge.
- 13.3. **The Invoice shall be made after adjusting the following:**
- 13.3.1. PRS pursuant to GCC - GOODS Clause 26.0 / SCC (Goods) – Clause 20, if applicable.
Indian agents commission, if applicable

14. MODE OF PAYMENT (FOREIGN BIDDER)

Through an irrevocable Letter of Credit (L/C), to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Supplier and furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank

shall be borne by the Purchaser. In case the Supplier requires a confirmed L/C, the confirmation charges shall be borne by the Supplier. Any other charges not specified herein shall be on Supplier's account.

15. DEDUCTION AT SOURCE

- 15.1. Purchaser will release the payment to the Supplier after effecting deductions as per applicable law in force.
- 15.2. Purchaser will release payments to the Supplier after offsetting all dues to the Purchaser payable by the Supplier under the Contract.

16. PAYING AUTHORITY:

Finance Department
Brahmaputra Cracker & Polymer Limited
Lepetkata, P.O Borboruah
Dibrugarh 786007
Assam, India

17. ORIGIN OF GOODS

(In partial modification to GCC)

A certificate issued by relevant Chambers of Commerce to this effect shall form part of shipping documents

18. QUALITY ASSURANCE / QUALITY CONTROL

- 18.1. The Supplier shall prepare a detailed quality assurance plan for the execution of contract for various facilities, which will be mutually discuss and agree to.
- 18.2. The Supplier shall establish document and maintain an effective quality assurance system outlined in recognised codes
- 18.3. The purchaser / consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop as deemed necessary for quality assurance.

19. FALL CLAUSE

Fall Clause under Clause 38 of GCC Goods stand deleted.

20. PERFORMANCE EVALUATION

The performance of Bidder to whom the award is placed shall be evaluated right from submission of bid till the final completion. Vendor Performance Evaluation Procedure will be as per document enclosed as part of the RFQ Document.

21. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) Deputy General Manager (Inspection)
Engineers India Limited
EI Annexe 1st Floor,
1, Bhikaiji Cama place
New Delhi – 110066, India

With a copy to:

- a) Project Manager
Brahmaputra Cracker & Polymer Limited
C/o Engineers India Limited
EIB, 4th Floor,
1, Bhikaiji Cama place
New Delhi – 110066, India

- b) Officer-in Charge
Brahmaputra Cracker & Polymer Limited
Pushkara House
Natun Gaon NH 37
Dibrugarh – 786008
Assam, India
- c) Project Manager
Brahmaputra Cracker & Polymer Limited
3rd Floor, GTI Building
Plot No. 24, Sector-16 A,
NOIDA- 201301
Uttar Pradesh, India

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REJECTION OF BID

Bidder is required to furnish a “ZERO DEVIATION BID”. Non compliance or taking any deviation to the terms & conditions (commercial & technical) of enquiry document shall render the bid liable for rejection.