

APPLICATION FOR BERTHING AT AGGREGATE TERMINAL AS NON-STORAGE PLOT USER

To: Director (Strategic Resources Department)
 Building and Construction Authority
 52 Jurong Gateway Road
 #12-01
 Singapore 608550

Application for

New Approval as Non Storage Plot User

at

Pulau Punggol Aggregate Terminal (PPAT)

Part A – Particulars of Company (“the Applicant”) (Company must be Singapore-registered and a licensee under Section 31B of the BCA Act for the importation of essential construction materials (i.e. sand and granite))

Details of Applicant	
Name of Company	
Address	
Importer License No.	UEN Registration Number
Office Email	
Authorised Designated Contact Person	
Name (Dr/Mr/Ms/Mdm)	Designation
Mobile Tel No.	Email

Part B – Security Deposit

Bank Transfer **Banker’s Guarantee (BG) / Insurance Performance Bond (PB)***

Bank / Insurance Company [#]	BG / PB No. [#]	Amount (SGD) \$30,000.00
---------------------------------------	--------------------------	------------------------------------

* Applicant may refer to <http://www.bca.gov.sg/AggregateTerminals/others/SDBGPB.pdf> for format of BG/PB.

[#] delete where applicable.

PART C – TERMS AND CONDITIONS

The following are the Terms and Conditions the Applicant shall be bound to if the Applicant's application is approved by Building and Construction Authority (BCA). By endorsing Part D – Declaration, the Applicant agrees to be bound by these terms and conditions if the Applicant's application is approved by BCA.

1. The materials the Applicant import must have met BCA's test requirements for imported coarse and fine aggregates (http://www.bca.gov.sg/AggregatesImport/others/test_requirements.pdf");
2. The Applicant shall :-
 - a) submit this application for approval to use berthing facilities as NSPU at least 3 working days prior to his application of Landing Permit to unload each consignment at the approved Aggregate Terminal,
 - b) liaise with the Aggregate Terminal's berth operator on the dates and timing of the actual arrival of (*sand / granite*). All activities shall not disrupt and/or affect the unloading and storage operation at the Aggregate Terminal,
 - c) make all necessary declarations to and comply with Custom's & Maritime Port Authority's("MPA") requirements on barge movement at the Aggregate Terminal and at the anchorages, and
 - d) deposit with BCA, free of interest, a **Security Deposit of SGD30,000.00** as security against any loss or damages (including direct, indirect, special or consequential loss or damage and any loss of profits) BCA may suffer or sustain arising from or as a result of the Applicant's use of the berthing facilities which may include (without limitation), breach of any of these Terms and Conditions.
3. The Applicant shall pay BCA or the berth operator appointed by BCA if so instructed by BCA **SGD0.55/tonne** (*include GST*) for sand/granite unloaded at the Aggregate Terminal. A further surcharge of **SGD0.55 /tonne¹** (*include GST*) shall be imposed by BCA for unloading as non-storage plot user. These charges do not include other charges such as but not limited to the Buoy Charge or MPA Wharfage Charge which will have to be paid, where applicable to the relevant parties by the Applicant.
4. BCA may, without notice to you, at any time revise, amend and/or vary these Terms and Conditions.
5. BCA also reserves the right to withdraw or rescind its approval at its discretion for any circumstance whatsoever, which may include (without limitation) a breach of any of these Terms and Conditions.
6. In the event of non-compliance or default, BCA reserves the right to take the necessary action such as barge to be towed away, suspension of use or revocation of the approval.
7. So far as permitted by law, BCA shall not be liable to the Applicant for any damage or injury of whatever nature (including direct, indirect, special or consequential loss or damage and any loss of profits) arising out of or resulting from the Applicant's use of the berthing facility and/or these Terms and Conditions.
8. The Applicant further agrees to indemnify, defend and hold harmless BCA against any claims, demands, actions or proceedings made or commenced against BCA in respect of any loss, damage or injury of whatever nature arising or resulting from or relating to the Applicant's use of the berthing facility and any loss, damage, costs or expense (including but not limited to legal costs on an indemnity basis) incurred or suffered by BCA.
9. The Applicant's use of the berthing facility and the terms and conditions contained herein shall be governed by the laws of the Republic of Singapore and the Applicant and BCA irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

PART D – DECLARATION

I declare that the information given in this form is true and that the Applicant agrees to be bound by the Terms and Conditions in the event that the application is accepted by BCA.

Signature of the Applicant's Authorised Person

Company Stamp

Name: _____

Date: _____

Designation: _____

Contact No. : _____

¹ Charges/fees are subject to prevailing GST. Please note that for 'Services provided by BCA', the GST-applicable fees have been revised to account for 9% GST with effect from 1 Jan 2024.