

SCOPE OF WORK

(SOW)

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FOR
SCOPE OF WORK

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SCOPE OF WORK

SCOPE OF WORK FOR RATE CONTRACT FOR INSPECTION, TESTING AND EXAMINATION OF PRESSURE VESSELS INSTALLED AT BCPL COMPLEX, LEPETKATA, DULIJAN & LAKWA AS PER ASSAM FACTORY RULES 1950 & ABOVE GROUND STORAGE TANKS AS PER OISD GUIDELINES DURING SHUTDOWN MARCH/APRIL -2022

INTRODUCTION:

An unfired pressure vessel shall here by mean as a container that falls within scope of section VIII of ASME and that is subjected to an external or internal design pressure greater than 15 pounds per square inch gauge. Vessels subjected to external pressure shall be usually inspected in the same manner as those subjected to internal pressure. The common type of the pressure vessels are columns, drums, reactors, Heat exchangers, condensers, filters, air coolers, accumulators etc.

1.0 SCOPE OF WORK FOR INTERNAL INSPECTION, TESTING AND EXAMINATION OF PRESSURE VESSELS/ STORAGE TANKS

Prior to scheduled shutdown of the unit, the pressure vessels, equipment shall be examined from outside to detect any unusual condition during operation such as leaks in nozzle welds though tell-tale holes or gaskets, the condition of bolts and flanges, the apparent condition of insulation and other visible defects.

During shut down, before cleaning pressure vessels/equipment from inside, preliminary internal inspection shall be done to record observation regarding internal dislodging etc. and samples of deposits shall be collected and analysed. Preliminary inspection shall emphasize to reveal the areas having deposits, scales etc. to detect metal erosion under the deposit.

Primer application on surface from where paint has been removed for carrying out UT, shall to be done by the contractor.

After the preliminary inspection the detailed internal inspection shall be carried out as follows:

1.1 DETAILED INTERNAL INSPECTION OF PRESSURE VESSELS/STORAGE TANKS

Scope of work shall include the following but not limited to:

- 1.1.1** Top dome, shell and internal in the top zone shall be inspected to locate / identify the areas of corrosion, erosion, hydrogen blistering, cracking or mechanical damage giving special attention to weld joints. If pits are noticed the depth of pits shall be measured, recorded and analyzed.
- 1.1.2** Shell plates below the nozzle shall be inspected for possible grooving and reflux collector shall be checked for thinning. Shell plate shall be inspected near the impingement plate where there is possibility of fluid impingement. Bottom dome and shell shall be inspected with special care at areas near the bottom draw off. If pitting is observed, pitting depth shall be measured, recorded and analyzed.
- 1.1.3** The trays and valves shall be checked for pitting and cracking.
- 1.1.4** Thickness of dome and shell near the shell and dome welding shall be taken in all four directions (E, W, N, and S). Thickness of dome around the nozzle shall also be measured. Thickness of column internals like down comer, down comer Collectors and support plates shall also be measured. Apart from above if at certain locations of shell or dome, corrosion is observed,

Thickness shall be measured to know exact metal loss.

- 1.1.5** Shell at the down comer collector level shall be checked for any corrosion in the form of grooving.
- 1.1.6** Reference point shall be marked on shell, dome and nozzle and the same shall be monitored for thickness during every inspection to determine rate of metal thinning. Same may be mentioned in the detailed drawing.
- 1.1.7** While inspecting the feed zone the impingement plate shall be checked for any corrosion / erosion and proper attachment with shell.
- 1.1.8** Thickness of shell plate in four directions and of impingement plate shall be taken.
- 1.1.9** Shell plate shall be inspected near the impingement plate where there is possibility of fluid impingement.
- 1.1.10** Bottom dome and shell shall be inspected with special care at areas near the bottom draw off. If pitting is observed, pit depth shall be measured recorded and analyzed.
- 1.1.11** All nozzles including the manhole nozzle and retractable spool piece shall be Thickness surveyed. In case of insulated column insulation around the nozzle shall be removed / broken to facilitate Thickness survey and where it is not possible to approach the nozzle, ID measurement from inside shall be taken to determine Thickness.
- 1.1.12** Ultrasonic Thickness measurement shall be carried out on heating coils/jacketing/steam tracing etc. including its support at the side of coils and bends.
- 1.1.13** Surface preparation for the various NDT tests to be carried by contactor. All material like greases, oil, used for NDT are to be cleaned after performing the test.
- 1.1.14** The welded joints shall be cleaned and inspected for cracks with special attention to the weld joints of shell and nozzle joint for any leakage. Suspected cracks shall be identified by DPT, UT, RT etc.
- 1.1.15** DPT testing, MPI testing, UFT etc. wherever required, to be carried to in line with visual inspection for confirming the defects.

1.2 DETAILED INTERNAL INSPECTION OF HEAT EXCHANGERS:

Scope of work shall include the following but not limited to:

- 1.2.1** Prior to cleaning; all the accessible parts of heat exchanger shall be inspected for fouling deposits, scaling etc. and subsequent to cleaning, the following shall be inspected in addition to above :-
- 1.2.2** General visual inspection of inside and outside surface and welds shall be carried out for signs of pitting, grooving, scaling, erosion or impingement attack. After visual inspection detailed Thickness survey of these parts of exchanger shall be carried out by using Ultrasonic testing technique.
- 1.2.3** Shell portion adjacent to tube bundle impingement plate and baffle shall be checked for erosion.
- 1.2.4** All the nozzles and small bore connections shall be checked for thinning.

- 1.2.5** The pass partition plates of channel head and floating head cover shall be inspected for corrosion and warping.
- 1.2.6** The tube sheet shall be inspected for general corrosion, pitting, grooving etc.
- 1.2.7** Pass partition groove in tube sheet shall be checked for groove pits and erosion.
- 1.2.8** The tube end inside tube sheet shall be checked for erosion.
- 1.2.9** The tube shall be checked for plugging or warping.
- 1.2.10** The condition of saddle support shall be inspected.
- 1.2.11** The fasteners shall be checked for elongation, thinning and damaged threads.
- 1.2.12** Surface preparation for the various NDT tests to be carried by contactor. All material like greases, oil, used for NDT are to be cleaned after performing the test.
- 1.1.13** The welded joints shall be cleaned and inspected for cracks with special attention to the weld joints of shell and nozzle joint for any leakage. Suspected cracks shall be identified by DPT, UT, RT etc.
- 1.1.14** DPT testing, MPI testing, UFT etc. wherever required, to be carried to in line with visual inspection for confirming the defects.

All inspection shall be done as per Assam Factories rules 1950 and as per OISD guidelines. Preliminary inspection report shall be submitted as per the checklist attached. Inspection certificate to be submitted in the prescribed format as per EIC along with detailed NDT test report.

NOTE: In SOR, numbers of pressure vessels mentioned is 294 (up to 100 m³). However, minimum number of pressure vessels handed over for internal inspection during shutdown is 184 (up to 100 m³) (approx.).

Quantity of the pressure vessels may vary depend upon the period of shutdown.

Period of plant shutdown is tentatively one month.

In addition to above mentioned scope of work for in service inspection / shutdown inspection of static equipment's, the scope shall also include the following:

- The contractor shall have Ultrasonic Thickness probes suitable for various material combinations like carbon steel, alloy steel, stainless steel, HK-40, HP modified, etc. & high temperature vessels and cryogenic application.
- To inspect, measure and record the deterioration of materials and evaluate current physical condition for its soundness to continue in service.
- To keep the concerned BCPL representative / engineer-in-charge fully informed as to the condition of various static equipment's.
- To co-relate the deterioration rate with design life for further run of the equipment's.
- To determine the causes of deterioration, investigate abnormalities and advice remedial measures.
- To recommend repairs and replacement to ensure further run and to inspect while doing repair and accept after completion of repairs.
- To maintain, update maintenance and inspection record and history of individual static equipment.
- Contractor has to submit inspection, testing, certification and hydro test (in case of hydro test of vessels) reports of vessels/tanks in triplicate hard copies and one in soft copy.

2.0 SUBMISSION OF REPORT:

Contractor shall give report on category wise equipment's inspected, tested, examined and certified along with progress of work done on previous day in the Performa prescribed by Engineer-In-Charge. On completion of field testing & AND EXAMINATION, the contractor shall submit a site report before leaving from site. **Two printed copies** of the detailed reports as per the recommended format prescribed by EIC and one soft copy of report are to be submitted to EIC within 15 days of leaving site.

3.0 PERSONNEL REQUIREMENT:

3.1 The contractor quoted for above said jobs & adequate nos. of teams (minimum 06 teams) of experts along with NDT equipment's for carrying out health assessment of vessels/equipment's to be maintained at site during shut down throughout the contractual period on 24x7 basis. A team must have at least 02 manpower i.e. 01 Engineer & 01 technician, etc.

3.2 Contractor quoted for above said jobs shall submit the valid calibration certificate of NDT equipment's & employee/technician qualification certificate along with ASNT/ ISNT level II in relevant field, time to time and strictly adhere to the targets/program by deploying adequate qualified personnel, inspection tools etc. required for satisfactory timely completion of job.

For carrying out NDTs like UFT, DPT, WFMPI etc.; ASNT /ISNT Level –II certified personnels in relevant field, as & when required, should be deputed for assessing the health of static equipments within time specified by EIC.

4.0 SCOPE OF SUPPLY:

4.1 In BCPL Scope:

- ☐ Water, steam, air and electricity for NDT equipments, Lighting whenever required, shall be provided by BCPL on free of cost.
- ☐ Arranging necessary work permit for carrying out the inspection and testing at site.

4.2 In Contractor's Scope:

- ☐ It will be the responsibility of contractor to maintain all inspection instruments / equipment's and required accessories etc. in good working condition.
- ☐ Number of required equipment's are as follows :
 1. Ultrasonic Thickness Gauge with all its accessories – 6 nos. (4 nos. for Lepetkata , 1 no. for Lakwa and 1 no. for Duliajan site)
 2. Magnetic particles test equipment's with all its accessories – 4 set (2 nos. for Lepetkata , 1 no. for Lakwa and 1 no. for Duliajan site)
 3. Ultrasonic Flaw Detection with all its accessories – 4 nos. (2 no. for Lepetkata, 1 no. for Lakwa and 1 no. for Duliajan site.)
 4. Dye penetrant materials as per site requirements which include Lepetkata, Lakwa and Duliajan Site.
- ☐ NDT equipment's brought by contractor during contract shall have valid calibration certificate before start of job. The details of equipment like ultra violet lamps, AC Yoke, Ultrasonic flaw detector, digital portable wall thickness meter, handling tools, etc. available with the firm along with the technical details /valid test certificate (complete specification and the quantities) should be submitted as and when required by EIC.
- ☐ All Consumable e.g. grease, oil etc.
- ☐ **Sufficient manpower (at least 5 to 6 person) must be mobilize additionally for Manhole opening, Cleaning, Buffing, blinding, de-blinds, repair work (if any) etc. for testing of Pressure Vessels, Storage tanks etc. All equipment's (like: Grinding / buffing M/c, etc.) & materials required for the job shall be arranged by the contractor at his own risk & cost.**

5.0 CHECK LISTS

5.1 CHECK LIST FOR INTERNAL INSPECTION OF VESSELS

PLANT :		INSPECTION DATE:
SECTION/AREA :		
EQPT TAG NO :		OTHER DETAILS IF ANY
EQPT DESC :		
LINE NO :		
ID NO :		
SL NO	ACTIVITY	OBSERVATIONS / REMARKS
1	Check name plate details	
2	Insp deposit, scaling prior to cleaning.	
3	Do UT at shell , dome internally	
4	Carry out UT at internal fittings	
5	Carry out UT at nozzles externally	
6	Make sketch of vessel & UT reading	
7	Chk condition of surface at Dome top	
8	Chk condition of surface at shell	
9	Chk cond. of surface at dome bottom	
10	Chk welding joints of shell, dome	
11	Check welding joints of nozzles	
12	Check internal fittings	
13	Check Scaling Nature	
14	chk Impingement plate & baffle	
15	Chk Scaling Nature in tube bundle	
16	State any defects affect operation	
	Extra inspection details	
	NAME :	
	SIGNATURE:	

5.2

CHECK LIST FOR INTERNAL INSPECTION OF HEAT EXCHANGERS

PLANT :		INSPECTION DATE:
SECTION/AREA :		
EQPT TAG NO :		OTHER DETAILS IF ANY
EQPT DESC :		
LINE NO :		
ID NO :		
SL NO	ACTIVITY	OBSERVATIONS / REMARKS
1	Chk name plate details	
2	Inspect fouling deposit, scaling	
3	Carryout visual inspection	
4	Carryout detailed thickness survey	
5	Chk shell adjacent to tube bundle	
6	Chk Impingement plate & baffle	
7	Chk all the nozzles	
8	Chk pass partition plate of channel	
9	Chk floating head cover	
10	Inspect the tube sheet	
11	Chk the tube ends inside the tube	
12	Chk the tube for plugging	
13	Chk condition of saddle supports.	
14	Chk fasteners for elongation,	
15	Thinning and damaged thread	
	Extra inspection details	
	NAME :	
	SIGNATURE:	

5.3

CHECK LIST FOR INTERNAL VISUAL INSPECTION OF TANKS

PLANT :		INSPECTION DATE:
SECTION/AREA :		
EQPT TAG NO :		OTHER DETAILS IF ANY
EQPT DESC :		
LINE NO :		
ID NO :		
SL NO	ACTIVITY	OBSERVATIONS / REMARKS
1	Chk internals of fixed/floating roof	
2	Chk floating roof seals-under side	
3	Chk legs & sleeve of the floating roof	
4	Chk UT of pontoon box and deck.	
5	Visually inspect the entire shell	
6	Measure thickness of shell with UT	
7	Inspect the tank bottom sludge.	
8	Inspect the tank bottom plate .	
9	Clean & inspect the welded joints	
10	Measure UT of the tank bottom	
11	Chk lining for holidays by H-detector.	
12	Chk hardness testing of rubber lining	
13	Ensure functioning of the roof drain	
14	DO UT on heating coils, support	
15	Carry out radiography,if required	
16	Chk support of the coil for erosion.	
17	Carry out hydro testing if offered	
	Extra inspection details	
	NAME :	
	SIGNATURE:	

**SPECIAL CONDITIONS OF
CONTRACT (SCC)**

SPECIAL CONDITION OF CONTRACT FOR RATE CONTRACT FOR INSPECTION, TESTING, AND EXAMINATION OF PRESSURE VESSELS/STORAGE TANKS INSTALLED AT BCPL COMPLEX, LEPETKATA DULIAJAN & LAKWA UNIT DURING SHUTDOWN IN MARCH/APRIL -2022

1.0 INTRODUCTION:

The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, Specifications, and any other documents forming part of the contract, wherever the context so requires

1.1. Subject contract is mainly for shut down period planned tentatively March/April 2022 for approximately 01 Months therefore contractor must mobilize minimum 06 nos. NDT Teams (4 nos. of team for Lepetkata, 1 no. for Lakwa and 1 no. for Duliajan Site) along with all resources/ machineries at BCPL Lepetkata site, on or before minimum 15 days of Shut down date confirmed by EIC. A team must have at least 02 manpower i.e. 01 Engineer & 01 Technician, etc. (Engineer must be Level II certified in all the NDT testing).

- 1.2. The quantities of work mentioned in the tender document are indicative to bidder. This may vary on either sides and are not in any way guaranteed.
- 1.3. BCPL desires to have the rates for the work in the schedule of rates. Schedule of rates might be read with all other sections of this bid packages. The rates should also be inclusive of but not limited to, provided all equipment, for necessary supervision, Inspection, transportation etc.
- 1.4. BCPL reserves the right to accept or reject any or all tenders and to waive irregularities and formalities its own discretion, without assigning any reason.
- 1.5. The bidder may visit the site and acquaint himself fully about the connected details of work prior to submission of tender and no claim whatsoever will be entertained on the plea of ignorance of difficulties in execution of job or handling the material.
- 1.6. Each bidder shall be complete in and free from ambiguity, alterations, or corrections, if any should be initiated.
- 1.7. Contract may extend up to Two (02) months depending on site requirements with same terms and conditions.

2.0 SCOPE OF WORK:

Scope of work under this contract shall in board include the following but not limited to, periodic in-service / shutdown Inspection, testing and examination of pressure vessels, & atmospheric tanks as per requirement of "ASSAM Factories Rules, 1950" and other engineering standards/ guidelines.

The scope of work shall be as follows:

1. Internal inspection, testing and examination of pressure vessels/storage as per clause 1.0 of Scope of work.

NOTE:

In additions to above mentioned scope of work for in service / shutdown testing and examination of pressure vessels, other vessels& atmospheric tanks, the scope shall also include the following:

To inspect, measure and record the deterioration of materials and evaluate current physical condition for its soundness to continue in service with proper recommendations for improvement.

To keep the concerned BCPL representative / engineer in-charge fully informed as to the condition of various pressure vessels / tanks with proper recommendations for improvement, if any.

3.0 PERIOD OF WORK CONTRACT:

- 3.1 The duration of contract will be 01 months from the date of Fax of Acceptance (FOA) / Letter of Acceptance (LOA) whereas after Contractor mobilization, the work will be of only 01 months and contractor will have to de-mobilize after 01 months from zero date from BCPL plant premises. Zero date shall be start of the contract after mobilization of the contractor confirmed by EIC as per shut down schedule. Based upon the performance of the contractor and requirement of plant the same contract may be extended for another 02 months or part thereof on same rate, terms and conditions which shall be binding on the contractor.

4.0 MOBILIZATION PERIOD:

Contractor shall mobilize expert/skilled manpower along with all materials as per detail "Scope of Work" within 15 days of intimation by BCPL. No mobilization/de-mobilization charges shall be paid to the contractor.

Multiple mobilization and de-mobilization may be required for the execution of this job contract. No additional payment will be made for the multiple mobilizations.

5.0 PUNITIVE CLAUSE FOR DELAY/ NON PERFORMANCE AND FAILURE TO COMPLY SAFETY REQUIREMENTS:

- 5.1 If the contractor fails to complete the work as provided in the agreement within the period fixed/agreed in the work schedule at the start of job/ delay in providing work front to the associated party, penalty at the rate of ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price. The decision of the ENGINEER-IN-CHARGE in regard to applicability of punitive clause shall be final and binding on the CONTRACTOR.
- 5.2 All the employees of contractor should observe the security and safety related rules and regulations introduced from time to time by BCPL, Lepetkata management. Violation of this clause by contractor shall attract the penalty of Rs 10,000/- per occasion.

6.0 TERMS OF PAYMENT:

6.1 Contractor is required to submit running bills on job progress basis in triplicate to EIC along with copies of measurement sheets for certification and payment. Payment shall be made as per the progress of job and bill duly verified and certified by engineer in charge.

No payment will be made for substandard work not meeting the requirements unless defects are rectified to the satisfaction of Engineer-In-Charge.

6.2 The payment shall normally be made within fifteen days of submission of bill to EIC by finance dept. after statutory deductions. All payment (including refund of EMD/Security Deposit) shall be released through electronic mode (e-banking) only to contractor's bank account with SBI/HDFC/ICICI having e-banking facilities.

6.3 The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labour up to the previous bill has already been deposited with the PF commissioner.

6.4 Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.

7.0 JOINT MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE & PAYMENTS:

7.1 Site-in-charge/Site Engineer will check 100% measurement of executed work.

7.2 EIC will further check measurements at least 15% of executed value. In case Site-in-charge/Site Engineer is not available, EIC will check 100% measurement of executed work.

7.3 An officer one level above EIC but not below level of HOD will check measurement of 5% bill value. In case HOD is EIC, then he will check measurements of 20% of bill value.

8.0 DEFECT LIABILITY PERIOD:

NIL

9.0 SCHEDULE OF RATES & QUANTUM OF JOBS:

9.1 Payment shall be made only for the actual jobs carried out, duly certified by the EIC.

9.2 The quantities of work mentioned in the tender document are indicative to Bidder. This may vary in either sides and are not in any way guaranteed. The decision of "EIC" regarding operating the schedule of quantities shall be final and binding to the contractor.

9.3 The rates quoted by the contractor shall remain firm throughout the period of the contract. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind required to execute the work.

9.4 All temporary and ancillary works including enabling works connected with the works shall be the responsibility of the contractor and the price quoted in the SOR by them shall be deemed to have included the cost of such works.

10.0 SUBMISSION OF REPORTS:

- 10.1 Contactor has to submit a preliminary report of various NDT jobs, equipment wise, to EIC before leaving the site after satisfactory completion of the test and repairs (if any) as per requirement of EIC.
- 10.2 The contractor shall issue the necessary certificates in proper formats as per ASSAM factories rules 1950 for vessels / Storage tanks in format prescribed by EIC.
- 10.3 The contractor shall have to submit final (detailed) report and documentation containing test data showing all locations and reading earmarked on the devolvment sketch in 02 hard copies and 01 soft copy in CD within 15 days of leaving site.

11.0 SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB :

- 11.1 All jobs are to be carried out under "Permit system". The contractor has to obtain the necessary "Safety work permit" before starting the jobs. The contractor has to comply all safety requirements for the execution of the job , as per instructions of Plant Safety Officer / "EIC".
- 11.2 The "Safety work permit" has to be returned back to the "EIC" or his representatives after completion of the jobs
- 11.3 The Contractor shall have to take adequate security measure for security of their equipment and material. In the case of theft or loss BCPL will not be held responsible.
- 11.4 The technical details of the work shall be treated as of confidential nature and the contractor should not pass them to any other organization/company/firm. Also contractor shall not publish the technical details in any periodicals/books/seminars/conferences.
- 11.5 The contractor shall employ such workers who are above 18 years of age. All personnel employed by the contractor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.
- 11.6 The personnel deployed for carrying out the jobs shall be technically sound and up to the satisfaction of "EIC". BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by "EIC", the same shall have to be arranged by the contractor within 24 Hours or as per instruction of "EIC". In case of any dispute the decision of "EIC" shall be final and binding.
- 11.7 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms embroidered with company's/agency's name and shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum.
- 11.8 Contractor shall maintain first aid facility for his employees.
- 11.9 All tools and materials shall be brought by the contractor to the work site through covering note to be submitted in three copies. One copy of the covering note shall be delivered to the security staff one copy to the EIC and the third copy shall be retained by the contractor after Verification by the security staff at the factory gate.
- 11.10 Contractor has to provide cotton cloth uniform with specific colour to his workmen along with safety shoes and helmet. The use of uniform protective clothing is a must for each workman.

- 11.11 The workforce deployed by the contractor must have required experience etc. All personnel, deployed at site by the contractor, shall be familiar with the working culture and standards, safety norms prevailing in petrochemical / chemical processing plants.
- 11.12 Normally the work shall be carried out on working days. But due to the exigencies, it may so happen that work may be required to be taken up Sunday, holiday or Second Saturday, in night, which will be treated at par with normal working days. No emergency charges/overtime shall be paid for providing services on above occasions.
- 11.13 Safety compliance: Before starting the job contractor must submit the total employees list and availability of PPEs at the site to F&S department. The personnel to be deputed by the contractor shall observe all security fire and safety rules of BCPL. While at the site his work will be monitored by BCPL engineers and contractors has to strictly adhere to their instructions. The contractor personnel should not be in possession of any inflammable materials like Match Box. Lighters etc. which is hazardous to plant operation.

12.0 Entry Passes:

- 12.1 The Contractor has to apply for photo entry passes for his workers & staff in a prescribed Performa available with BCPL. The photo entry passes shall be issued by the BCPL for a maximum period of 3 months and if extension is required by the Contractor, he has to apply separately for extension. As a special case temporary passes for a maximum period of 10 days may be issued. Unutilized/Expired entry passes shall have to be returned immediately to BCPL.
- 12.2 Identity card issued by the Security Section should always be carried/ displayed by the Contractor's employee or person while working inside the Plant.
- 12.3 In case of loss of any entry pass, the Contractor has to lodge FIR with local police station and inform the Engineer-in-Charge and shall have to pay Rs. 150/- against each entry pass. The Contractor is required to keep track of all entry passes issued and returned.

13.0 Gate Passes:

To bring materials/equipments/ tools etc. inside the plant for construction work, the Contractor has to produce Challan/proper documents to the BCPL/CISF Security personnel at gate. The materials shall be checked thoroughly by the BCPL/CISF Security personnel at Gate and recorded in their register before allowing any material to bring inside the plant by Contractor. It is Contractor's responsibility to see that the recorded entry No., date, signature of owner's authorized representative with stamp challans/supporting documents signed by company's personnel at gate during entry.

14.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

- 14.1 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.

- 14.2 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 14.3 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 14.4 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
- 14.5 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 14.6 The persons to be deployed should be on rolls of the contractor/contracting firm.
- 14.7 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 14.8 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
- 14.9 The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 14.10 The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner Assam if he engages 20 or more workmen/labours.
- 14.11 The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner Assam from time to time in the presence of authorized representative of the Principle Employer i.e. Engineer –In-Charge (EIC). The Engineer Incharge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
- 14.12 The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF , if applicable from the contract workers and deposit the PF of employer contribution to concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge.

- 14.13 The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 14.14 The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
- 14.15 The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time
- 14.16 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer – In- Charge. **The checklist- is indicative for monthly bills** only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.
- 14.17 No accommodation will be provided to the contractor/contracting firm as per guidelines of BCPL rules. However for site in charge accommodation will be provided subject to availability and approval by competent authority on chargeable basis.

15.0 DOCUMENTS TO BE ATTACHED WITH RA Bill;

Sl No.	Document	Periodicity	Availability Status
A	Copy of labour license (applicable, if contractor is engaging 20 or more workers)	With first bill	
B	Acceptance copy of Contract Agreement	With first bill	
C	Wages Register in Form XVII*	With first bill	
D	Copies of Forms under Factories Act, 1948	With first bill	
E	Gate Pass Details	Every month	
F	GST Invoice	Every Month	
G	Memorandum of Payment	Every Month	
H	Abstract	Every Month	
I	Measurement Sheet	Every Month	
J	Statutory Compliance Sheet	Every Month	
K	PF Challan of last month	Every Month	
L	Wages Sheet	Every Month	
M	Employee Payment bank details	Every Month	
N	Copies of Forms under Contract Labour (R&A) Act, 1970	Every Month	
O	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952	Every Month	

*Applicable or routine contracts.

16.0 ARBITRATION CLAUSE:

All disputes or difference , whatsoever , arising between the parties hereto pertaining to any part of the contract including its execution or concerning WORKS or maintenance thereof of this CONTRACT or to the rights or to liabilities of the parties arising out or in relation thereof whether during or after completion of the CONTRACT or whether before or after determination , foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as herein after provided.

For the purpose of appointing the Sole Arbitrator referred to above, the appointing authority will send within thirty days or receipt of the notice, to the CONTRACTOR/CONTRACTING FIRM a panel of three names which are not connected with the work in question.

The CONTRACTOR/CONTRACTING FIRM shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the CONTRACTOR/CONTRACTING FIRM fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

The WORK under the CONTRACT shall however, continue during the Arbitration proceeding and no payment due or payable to the CONTRACTOR/CONTRACTING FIRM shall be withheld on account of such proceedings.

The venue of arbitration shall be Assam.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

17.0 JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR here by submits to the jurisdictions of the Courts situated at DIBRUGARH for the purpose of disputes, actions and proceeding arising out of the CONTRACT.

18.0 FALSE INFORMATION:

In case during the execution of contract or thereafter at any stage later including after completion of contract, it comes into the knowledge of BCPL or any of its employees that information submitted by the bidder regarding experience etc its false, BCPL shall have the right to terminate the contract immediately without assigning any reasons thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealing with BCPL.

19.0 TERMINATION OF CONTRACT:

The company for any reason whatsoever and of which the company shall be the sole judge may terminate his contract by giving notice of 15 days and the contractor and his labour vacate the site / work place on expiry of such notice period. In the event of such termination of the contract, the contractor shall be paid for all the work executed unto the period of the termination subject to deduction of any dues, penalties, and other recoveries etc.