



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC] & SCOPE OF WORK [SOW]



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

SPECIAL CONDITION OF CONTRACT (SCC)

1. GENERAL

- 1.1 Special condition of contract shall be read in conjunction with the general condition of contract, schedule of rates, specifications of work, drawing & any other document forming part of this contract wherever the contract so requires. Notwithstanding the subdivision of the documents into these 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 CONTRACT so far as, it may be practicable to do so.
- 1.2 Where any portion of the “General Condition of Contract” is repugnant to or at variance with any provisions of the Special Condition of Contract, unless a different intention appears, the provisions of the Special Conditions of contract shall be deemed to Over-ride the provisions of the “General Conditions of Contract” and shall to the extent of such repugnancy or variations, prevails.
- 1.3 Wherever it is mentioned in the specification that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that CONTRACTOR shall do at his own cost & contract price and shall be deemed to have included cost of such performance and provision, so mentioned.
- 1.4 The bidder shall be directly responsible for any disputes arising between him and his employees and Brahma Putra Cracker and Polymer Limited shall be indemnified against all losses, damages or claims arising thereof.
- 1.5 The bidder shall indemnify the owner against all loss or damages or liability arising out of or in the course of his employing persons or out of his relations within his employees.
- 1.6 In case of any contradiction, the decision of Engineer-in-charge would be final and binding on bidder.
- 1.7 The job involved is purely on Contract basis and persons engaged by the contractor shall not be / deemed to be an employee of BCPL.
- 1.8 In general the scope of job shall be as per the job details given in SCOPE OF WORK and SCHEDULE OF RATES. However, details specification of jobs shall be as per details given in this contract under scope of work and as per standard Engineering practice and relevant codes applicable in Hydrocarbon Processing Plant / Battery Limit Area / plant.
- 1.9 Brahma Putra Cracker and Polymer Limited reserves the right to reject any one or all the personnel employed by bidder on the basis of their performance, conduct and / or discipline.
- 1.10 This contract is primarily meant for the bioremediation of Oily & Chemical sludge generated at Effluent Treatment Plant.

2. LOCATION OF WORK:

The proposed service is to be provided at Brahma Putra Cracker and Polymer Limited, Lepetkata, Assam.

It is understood that before quoting the rates/prices, the bidder has visited the work sites and has acquainted himself fully with the nature and quantum of job/work to be carried out by him under the scope of bid document. Ignorance of this will not be considered after the award of contract. The contractor will be responsible to complete the entire jobs/works in all respect, including any other work necessary to complete/execute the job satisfactorily, though especially not covered in the SOR, Scope of work & technical specifications.

3. TIME OF COMPLETION/PERIOD OF CONTRACT:

The period of contract shall be initially for a period of twenty four (24) months from the date of issue of letter of intent & may be extended for another 06 months if the bioremediation process continues for a particular lot on the same rates, terms & conditions. The contractor has to provide requisite services within 30 days after issuing of FOA/LOA.



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4. TERMS OF PAYMENT

4.1 Bill in duplicate will be submitted to the Engineer in charge at Brahmaputra Cracker & Polymer Limited, Lepetkata, for verification, certification & onward transmission to finance department for release of payment. Bills are required to send mentioning the following information on the top:

- i) Work Order Number of BCPL,
- ii) Service Provided to the Department and Location,
- iii) Brief Description,

Those bills shall be submitted as per SOR.

4.2 1st Instalment payment of 40% of given Batch Value will be made after first application of the Oilzapper in that batch. 2nd Instalment payment of 40% of given Batch Value will be made after second application of Oilzapper in that batch. 3rd & Final Instalment payment of 20% of given Batch Value will be made on completion of bioremediation process for that batch submission of final report for the batch. Payment shall be released with necessary recoveries within thirty (30) days from the date of receipt of bills. The bidders are requested to give their account details in any of the nationalised banks.

4.3 No deviation of payment terms as per tender document shall be acceptable.

5. MOBILISATION PERIOD

The contractor is required to mobilise within Thirty (30) days from the date of FOI / LOA whichever as earlier at his own cost without any implication to BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

6. TERMINATION

Termination for unsatisfactory performances: If BRAHMAPUTRA CRACKER AND POLYMER LIMITED considers that performances of the contract are unsatisfactory or not up to the expected standard, the BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall notify the contractor in writing and may specify in detail the cause of its dissatisfaction. The BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the option to terminate this agreement if the contractor fails to comply with the requisition contained therein the said written notice issued by the BRAHMAPUTRA CRACKER AND POLYMER LIMITED to the contractor within 10 days of the receipt thereof by the contractor.



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SCOPE OF WORK

**HIRING OF SERVICES FOR BIOREMEDIATION OF
OILY AND CHEMICAL SLUDGE OF EFFLUENT
TREATMENT PLANT OF M/S. BRAHMAPUTRA
CRACKER & POLYMER LIMITED, DIBRUGARH
FOR A PERIOD OF 02 YEARS**



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1.0 SYSTEM DESCRIPTION:

A site for Bioremediation will be provided by BCPL to the vendor. The site location is at Effluent Treatment Plant of BCPL, Lepetkata. Capacity of the Bioremediation site will be approx. 500 m³. A separate site is available for storage of the oily and chemical sludge.

2.0 SCOPE OF WORK IN BRIEF:

The main jobs, but not limited to, are illustrated as under:

- Treatment of oil contaminated sludge at designated Bio-remediation site/pit of BCPL by using micro-organisms.
- TPH (Total Petroleum Hydrocarbon) content in the given volume of oily & chemical sludge shall be reduced to less than 1% within a period of 5-6 Months from initial TPH in the range of 5-15%.
- Micro-organisms & Nutrients supply and application on oil contaminated sludge as per the schedule.
- Arrange tilling of oily sludge by JCB/Tractor/Manpower at intervals of 60 days or as per requirement at site.
- Oil contaminated sludge sample analysis.
- Regular Visits - once in 45-60 days by Technical Supervisor of the bidder.
- Collect samples at time intervals (60 days) and analyze the sample in the lab at MoEF/NABL approved Lab.
- The oil contaminated soil and ground water samples would be analyzed for the following parameters:
 - Total petroleum hydrocarbon (TPH) content for soil and groundwater samples
 - 10% of the soil and groundwater samples shall be analysed for volatile organic compounds and semi-volatile organic compounds
 - 25% of the soil and groundwater samples shall be analysed for Heavy metals: Nickel (Ni), Vanadium (V), Zinc (Zn), Manganese (Mn), Copper (Cu), Lead (Pb), Cobalt (Co), Arsenic (As), cadmium (Cd), total Chromium (Cr) and Selenium (Se).
- Sampling for baseline data: Analysis of soil samples outside the bioremediation pit must be done to find out the oil contamination in the outside soil by overflow / rain. Also to compare the quality of the bio remediated soil with the outside soil.
- Final Sample from the site shall be tested for TPH including Toxicity. Analysis of all the necessary parameters to verify that the treated waste at the bioremediation pit as non toxic and non hazardous and safe for disposal.
- Certificate of nonhazardous after completion for disposal of treated soil for land filling.
- Site Photographs (with proper permission) of Initial/ Intermediate /Final stages of sites. These shall be part of Final Report.



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- Providing Technical help to BCPL.
- Preparation of Final Report and onward submission to BCPL.

3.0 METHODOLOGY OF TREATMENT:

Supply of micro-organisms are in the scope of the bidder. Storage area for the micro-organisms & nutrients will be arranged by BCPL.

- At the bioremediation site, oily & chemical sludge will be processed for bioremediation. Micro-organisms will be applied on the sludge. Tilling of oily & chemical sludge and micro-organisms would be done by using tractor/JCB/Manpower.
- Tilling of the bioremediation sites will be done at regular interval (as per requirement) using tractor/JCB/Manpower. Micro-organisms to be used at the site on installment basis. Bidder has to arrange the resources required for tilling.
- Samples of low oil containing oily & chemical sludge will be collected by the vendor from the treatment site just before application of micro-organisms to see the total petroleum hydrocarbon (TPH) in oily & chemical sludge. Oily & chemical sludge samples will be collected again from sludge treatment site after every two months of application of micro-organisms. TPH will be estimated in oily & chemical sludge collected after two months of interval from the date of treatment. Quantification of biodegradation of oily & chemical sludge will be estimated by difference between oil content in sludge before and after treatment.
- The sampling and analysis will be continued till the completion of the treatment which will take almost 5-6 months.
- Soil samples of the treatment site will also be collected at zero time (before initiation of job), and after completion of job (after 5-6 months) to see change in soil characteristics of the site. Soil samples will be collected from different depths of treatment site to see the seepage of TPH at treatment.
- All the samples will be drawn in duplicate. One set sample analysis to be carried out by the vendor in the lab at MoEF/NABL approved Lab. The second set of the samples will be retained at BCPL for the analysis at their end.
- After the completion of the treatment, the oily & chemical sludge will be completely degraded. The oil contents in terms of TPH after bioremediation will be less than 1%.

4.0 PERFORMANCE MONITORING:

Successful treatment of Oily & chemical sludge depends on the TPH content after bio-remediation. Continuous monitoring of the system will be carried out by the bidder and all the reports (intermediate & final) to be submitted to BCPL.



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5.0 BIDDER SHALL FURNISH DETAILS OF THE TREATMENT PROGRAM INCLUDING THE FOLLOWING IN THE TECHNICAL BID:

- (i) Description of the program including the theoretical and practical aspects.
- (ii) Nature of micro-organisms to be used with Material Safety Data Sheet (if any) of the same.
- (iii) Dosing rates and frequency of charging of micro-organisms on the sump/pit of Oily & Chemical sludge.
- (iv) Formats of the Laboratory analysis reports.

6.0 PERFORMANCE GUARANTEE:

Contractor will furnish the following guarantee for the performance of the bioremediation process:

The TPH (Total Petroleum Hydrocarbon) content in the given volume of oily & chemical sludge shall be reduced to less than 1% at the end of the treatment program.

7.0 IN CASE THE ABOVE GUARANTEES ARE NOT MET THEN:

- (a) BCPL shall forfeit the security deposit equivalent to 10% value of the contract.
- (b) BCPL reserves the right to terminate the contract and choose any other proven contractor at the risk and cost of the previous contractor to continue the bioremediation process.

8.0 PERFORMANCE REPORTING:

Bidder shall maintain all necessary documentation and records such as quantity of sludge treated, consumption of micro-organisms, test reports at different interval etc. Relevant important data shall be computerized for easy scrutiny of various parameters as well as given in graphical form wherever possible to facilitate monitoring of the performance on a monthly basis.

9.0 BCPL'S SCOPE:

- Provide site for bioremediation with proper signage.
- Provide oily & chemical sludge at bioremediation site.
- Provide proper storage for storing micro-organisms.
- Transfer of oily & chemical sludge to treatment site.
- Provide water source at the bioremediation site for maintaining the moisture level during the course of micro-organisms application.