



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
**[A Government of India Enterprise]**

**BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150166/BB**  
**Date: 07.10.2015**

**To,**

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**BID DOCUMENT FOR THE WORK OF INTELLIGENT PIGGING OF 18" DIA,  
LEPETKATA-DULIAJAN RG/LG GAS PIPELINES OF BCPL, LEPETKATA.**

**OPEN INTERNATIONAL COMPETITIVE BIDDING**

*Prepared & Issued By*  
*Contract & Procurement Department*  
*M/s. Brahmputra Cracker & Polymer Ltd.*  
*"Administrative Building", Lepetkata,*  
*BCPL-Project Site, P.O. Lepetkata*  
*Dibrugarh, PIN – 786006 (Assam)*  
*Tel#+91-373-2914609*

*For Brahmputra Cracker and Polymer Limited,*  
*(A Government of India Enterprise)*

**B J BARMAN**  
**Sr. Officer (Contracts & Procurement)**  
**Phone# 0373-2914635/36/09 (off)**  
**[bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in)**

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**Project Site Office:** Administrative Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam: Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax) **Project Execution office:** 3<sup>rd</sup>Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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**GLOBAL NOTICE INVITING TENDER (NIT)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards **INTELLIGENT PIGGING OF 18” DIA, LEPETKATA-DULIAJAN RG/LG GAS PIPELINES OF BCPL, LEPETKATA** as detailed below in complete accordance with enclosed tender document:

**1) SALIENT FEATURES OF BID DOCUMENT:**

|       |                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1 | Type of Enquiry, Mode of bid submission                                                          | Limited Domestic Tender (Bid to be sent by post / courier or hand delivered).                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.2.2 | Earnest Money Deposit / Bid Security (Refundable)                                                | <ul style="list-style-type: none"> <li>• <b>INR 5,00,000/-</b> for Indian Bidders (in favour of “Brahmaputra Cracker &amp; Polymer Ltd.”, payable at Dibrugarh (Assam)</li> <li>• <b>USD 7625 OR INR 5,00,000/-</b> for Foreign Bidders (in favour of “Brahmaputra Cracker &amp; Polymer Ltd.”, payable at Dibrugarh (Assam)</li> </ul>                                                                                                                                                                       |
| 1.2.3 | Bid Document No.:                                                                                | BCPL/DIB/C&P/SER/20150166/BB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.2.4 | BIDDING DOCUMENT FEE (NON REFUNDABLE)                                                            | <ul style="list-style-type: none"> <li>• Rs 1500/ Only for Indian Bidder and</li> <li>• USD 200 for Foreign bidder.</li> </ul> <p>However, following shall be exempted from payment of tender fee :</p> <ul style="list-style-type: none"> <li>• The Government departments / PSUs</li> <li>• The firms registered with NSIC (under its Single Point Registration Scheme) provided they are registered for items they intend to quote against BCPL Tenders.</li> <li>• Micro and Small Enterprises</li> </ul> |
| 1.2.5 | Bidding document available for Sale at Contract & Procurement Department, BCPL, Lepetkata office | From 07.10.2015 to 16.11.2015 (On all Working Days)                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.2.5 | Period of Contract                                                                               | Period of Contract as per Special Conditions of Contract (SCC) Part-B.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.2.6 | Pre-Bid Meeting                                                                                  | 19.10.2015 on 15.00 hrs ( if the particular day is a HOLIDAY at BCPL, Lepetkata the Pre-Bid will commence on next working day)                                                                                                                                                                                                                                                                                                                                                                                |
| 1.2.7 | Last date and time for Submission of bid                                                         | 17.11.2015 up to 14.30 hrs (IST)                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.2.8 | Date and time for                                                                                | 17.11.2015 on 15.00 hrs ( if the particular day is a HOLIDAY at                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|        |                                               |                                                                                                                                                                                    |
|--------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | opening of un – priced bid at BCPL, Lepetkata | BCPL, Lepetkata the un-priced bids shall be opened on next working days).                                                                                                          |
| 1.2.9  | Place of submission of bid                    | CONTRACT & PROCUREMENT DEPARTMENT<br>BRAHMAPUTRA CRACKER & POLYMER LIMITED,<br>ADMINISTRATIVE BUILDING , C&P DEPARTMENT<br>P.O. –LEPETKATA<br>LEPETKATA, DIBRUGARH-786006, ASSAM   |
| 1.2.10 | Venue for Opening of Un-priced bids           | CONTRACT & PROCUREMENT DEPARTMENT<br>BRAHMAPUTRA CRACKER & POLYMER LIMITED,<br>ADMINISTRATIVE BUILDING , C&P DEPARTMENT<br>P.O. – LEPETKATA.<br>LEPETKATA, DIBRUGARH-786006, ASSAM |
| 1.2.11 | Contact Person                                | B J BARMAN, Sr. Officer (C&P)<br>E-mail: <a href="mailto:bhaskar.barman@bcplindia.co.in">bhaskar.barman@bcplindia.co.in</a><br>Ph. No. +91-373-2914635/36                          |

**2.0** The bid will be submitted in 02 (two) parts as follows:

**SUBMISSION OF BIDS:**

The Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed:

a) **PART – I: TECHNICAL AND UNPRICED COMMERCIAL PART ALONG WITH EMD**

b) **PART – II: PRICE PART (CONTAINING PRICED BID )**

**PART – I** of the bid shall contain the following:

- a) Bid/Offer in hard copy as per the requirement of the Bidding Document duly signed and stamped on each page.
- b) Master Index enclosed with Request for Quotation duly signed and stamped by the bidders in token of having received and read all parts of bidding documents and having accepted and considered the same in preparing and submitting the bid.
- c) Earnest Money deposit as specified in Instructions to Bidders (ITB)
- d) Power of Attorney.

**PART – II** of the bid shall contain the following:

Bidder shall fill price in Schedule of Prices. In this part of bid, the bidder shall not stipulate any conditions. There shall not be any over writing.

i) **Tender Fee/bid document fee: (Non-refundable)-NOT APPLICABLE**

**GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-**

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

**If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date.**

**Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.**

### **3.0 BID EVALUATION CRITERIA (BEC):**

#### **3.1 Technical BEC:**

- i) i) The Bidder should have successfully completed/ executed a job of intelligent pigging using high resolution Magnetic Flux Leakage (MFL) Tools for hydrocarbon pipelines of minimum length of 48Km of 8” diameter or above sizes under single order during preceding seven (07) years reckoned from bid due date.

#### **Note 1:**

- (a) Experience acquired as a Sub-Contractor is not acceptable.
  - (b) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
  - (c) Bids of Joint Venture/Consortium are not acceptable.
- ii) The following Documents to be submitted in support of Technical BEC.
    - a) Copies of Work Order(s)/Agreement(s)/Contract(s) clearly mentioning the Scope of work/Service, length and diameter of pipeline for which Inline inspection/intelligent pigging services required, etc. and
    - b) Completion/Execution Certificate issued by end user/client showing the reference of the Work Order(s)/Agreement(s)/Contract(s), actual date of completion, etc. clearly indicating Full address of Client and officer issuing certificate.

**Note 2:** All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be:

- (a) **For Indian bidder:** duly certified/ attested by Chartered Engineer and notary public with legible stamp.
- (b) **For Foreign bidder:** duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer/EurEta Registered Engineer/ EurIng or Equivalent Registered Engineer of bidder's country with legible stamp.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC certified by 'Apostle' of bidder's country is also acceptable.

***Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.***

The cut-off date for meeting the technical criteria of BEC of the tender shall be the due date for submission of bids.

### **3.2 Financial BEC:**

#### **a) Turnover**

The minimum Annual Turnover of the Bidder as per the audited financial results in any of the Three (3) preceding financial years (FY 2012-13, 2013-14 & 2014-15) shall be as under:

| <b>MINIMUM ANNUAL TURNOVER REQUIREMENT</b> |                                               |
|--------------------------------------------|-----------------------------------------------|
| <b>For Indian Bidders (In Lakhs INR)</b>   | <b>For Foreign Bidders (In Thousands USD)</b> |
| <b>125</b>                                 | <b>192</b>                                    |

#### **b) Net Worth**

Net Worth of the bidder shall be positive as per the last Audited Financial Statement i.e. FY 2014-15.

#### **c) Working Capital**

The minimum Working Capital of the bidder as per the last audited financial year result (FY 2014-15) shall be as under:

| <b>MINIMUM WORKING CAPITAL</b>           |                                               |
|------------------------------------------|-----------------------------------------------|
| <b>For Indian Bidders (In Lakhs INR)</b> | <b>For Foreign Bidders (In Thousands USD)</b> |
| <b>25</b>                                | <b>38.46</b>                                  |

If the Bidder's Working Capital is inadequate, the Bidder should supplement this with a letter from Bidder's bank confirming the availability of line of credit to cover inadequacy

of working capital from a Bank as mentioned above having net worth not less than **Rs.100 Crore or US\$22 million**.

**Note:**

For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC):

- (i) **Indian bidder:** shall submit “Details of financial capability of bidder” in prescribed format duly signed and stamped by a chartered accountant. **The prescribed format is attached as Annexure Z.**

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.

- (ii) **Foreign bidder:** shall submit “Details of financial capability of bidder” in prescribed format duly signed and stamped by a chartered accountant. **The prescribed format is attached as Annexure Z.**

Further, copy of audited annual financial statements submitted in bid shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder’s country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC certified by ‘Apostle’ of bidder’s country is also acceptable.

**Note to BEC (for strict compliance):**

- a) Bidders must furnish all relevant documents/information in support of their credentials to the above eligibility criteria along with the offer, failing which their offer shall be summarily rejected.
- b) Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.

**3.3 BID EVALUATION METHODOLOGY:**

The 'total quoted price' in "Schedule of Rates [SOR]" of all the 'Techno-Commercially Acceptable Bidders' shall be evaluated to arrive at the 'Lowest Offer'. However, BCPL reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2014-15.

***Non submission of above attested copies of the requisite certificates / documents shall render the bid non responsive and shall be liable for rejection.***

**SUBMISSION OF ATTESTED COPIES OF CERTIFICATES /  
DOCUMENTARY EVIDENCES**

- Attested copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in BEC.
- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
- Attested copy of P. F. certificate.
- Attested copy of service tax registration certificate
- Attested copy of PAN Card.
- Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.
- Attested copies of all the relevant documents in support of SSI, MSE unit.

If a bidder furnishes foreign Work Order for compliance of BEC, date of Work Order shall be considered for exchange rate and the bidder shall provide the value in INR accordingly.

An undertaking (by the bidders who quotes by down loading the tender from web site) stating that "The contents of the Tender Document have not been modified or altered by M/s ..... (Name of the bidder with complete address) In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s ..... (Name of the bidder) shall be liable for rejection.

#### 4) EMD/ BID SECURITY:

Bid Security/ EMD for various options shall be as detailed below:

| Services                                | For Domestic bidder (In Rupees) | For Foreign bidder (IN USD or INR) |
|-----------------------------------------|---------------------------------|------------------------------------|
| Intelligent Pigging of Pipeline network |                                 |                                    |

#### 5) PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- Issue of Tender Documents to MSEs free of cost.
- Exemption to MSEs from payment of EMD/Bid Security.
- DELETED
- DELETED
- The MSEs owned by SC/ST entrepreneurs shall mean:
  - In case of Proprietary MSE, Proprietor(s) shall be SC/ST
  - In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
  - In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

- vi) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium .
  - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. Duly certified by Statutory auditor/Chartered Accountant.

**Claim for MSE owned by SC/ST entrepreneur will not be entertained if documentary proof towards the same is not submitted during un-priced bid opening.**

- vii) The above documents submitted by the bidder shall be duly Notarized and also certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- viii) If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission.
- xi) Implementation of above provision is at the discretion of BCPL.
- xii) **Entrepreneurs Memorandum (Store details) has to be submitted along with the NSIC certificate which should clearly mention that vendor is SSI for Housekeeping services. No provision under this clause will be applicable if EM (Store details) is not submitted at the time of unpriced bid submission and the same will not be sought after bid submission. No request for availing of benefits under PPP 2012 will be entertained if EM is not submitted at the time of unpriced bid opening. Further bids of such bidders will not be evaluated if EMD is not submitted.**

## **6) PRE-BID MEETING:**

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the **Format F-7** of **SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.  
If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

## **7) PERIOD OF CONTRACT**

AS PER CLAUSE 7 OF SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

## **8) VALIDITY PERIOD OF OFFER:**

Refer clause no 15 of Instruction to Bidders (ITB) **SECTION IIA** of tender document.

**9) VAT / CST No.:** Please provide VAT/CST no.

## **10) GENERAL**

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

## **11) TERMS OF PAYMENT:**

Please refer Special Condition of Contract (Part –B) of **SECTION-III**.

## **12) PRICE REDUCTION SCHEDULE: As per GCC Clause no-27**

### **13) FIXED PRICE:**

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

### **14) JURISDICTION OF COURT:**

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

### **15) ARBITRATION:**

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

**Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

### **16) FORCE MAJEURE:**

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

**17) REJECTION CRITERIA:**

The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) EMD
- iii) Scope of work
- iv) Special Conditions of Contract
- v) Price Schedule
- vi) Period of Contract
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

**18) Bidders if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL respond quickly**

**19) ORDER OF PRECEDENCE:**

In case of an irreconcilable conflict between NIT Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter.

- ii) Schedule of Rates (SOR)
- iii) Special conditions of contracts (Part B)
- iv) Special conditions of contracts (Part A)
- v) General conditions of contracts.

**20)** All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

**Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.**

**If you require any further information, feel free to contact us.**

Yours faithfully,

**For Brahmaputra Cracker and Polymer Limited,  
(A Government of India Enterprise)**

**B J BARMAN**

**Sr. Officer(Contracts & Procurement)**

**E-Mail: [bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in)**

**Ph no: 0373-2914609/635**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

| <b>YEAR</b> | <b>AMOUNT(CURRENCY)</b> |
|-------------|-------------------------|
| Year1:      |                         |
| Year2:      |                         |
| Year3:      |                         |

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

| <b>DESCRIPTION</b>                                              | <b>YEAR</b>             |
|-----------------------------------------------------------------|-------------------------|
|                                                                 | <b>AMOUNT(CURRENCY)</b> |
| 1.Current Assets                                                |                         |
| 2.Current Liabilities                                           |                         |
| 3.Working Capital (Current Assets-Current liabilities)          |                         |
| 4.Net Worth (Paid up share capital and free reserves & Surplus) |                         |

Name of Audit Firm:  
Chartered Accountant  
Date

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership no.

**Instructions:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the Audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Tender document .(i)Annual Turnover shall be “sale value/Operating Income “(ii)Working Capital shall be “Current Assets less Current liabilities “ and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”

**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/SER/20150166/BB**

**INTELLIGENT PIGGING OF PIPELINE NETWORK FOR BCPL, LEPETKATA.**

**Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 17.11.2015

**Date and time for opening of bids:** 15.00 hrs (IST) on 17.11.2015

**From:**

**To:**

|  |                                                                                                                                                                                                                                                   |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | CONTRACT & PROCUREMENT<br>DEPARTMENT<br>M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL),<br>LEPETKATA<br>ADMINISTRATIVE BUILDING ,<br>BCPL-PROJECT SITE, P.O. LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914635/636 |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing envelopes Part-II)

## INSTRUCTIONS TO BIDDERS

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## **A. General**

### **1. Scope of Bid**

1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", Bid wishes to receive bids for the Services as described in Section III, Special Conditions of Contract, hereinafter referred to as "the Services".

1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid/ tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

### **2. Eligible Bidders**

2.1 This invitation for bid is open to any bidder.

2.2 A bidder shall not be affiliated with a firm or entity

(i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/Consultant for the contract.

2.3 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.

2.4 The bidder is not put on holiday by BCPL, BCPL or black listed by any Government Department /Public Sector.

### **3. Bid Evaluation Criteria**

As mentioned in NIT covering letter of tender document.

### **4. One Bid per participant**

4.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participate in more than one bid will cause all the proposals in which the bidder has Bidder participated to be disqualified.

### **5. Cost of Bidding**

5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (BCPL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **6. Site Visit**

6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

## **7. TAXES AND DUTIES**

### **7.1 SERVICE TAX**

#### **7.1.1 FOR INDIAN BIDDERS**

7.1.1.1 The bid rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Education Cess thereon to be quoted separately in percentage as well as its total amount in SOR and same shall be reimbursed wherever service provider is liable to pay service tax on submission of documentary evidence/invoice(s) as per Rule 4A of Service Tax Rule, 1994. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Bidder must ensure that cenvatable invoice towards Service tax must be submitted timely.

7.1.1.2 Contractor shall indicate total service tax percentage payable under the contract in the format shown in SOR. However, if the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.

7.1.1.3 The tender is for hiring of services for “Intelligent pigging of Pipeline network” and value of Service portion is determinable; therefore, applicable rate of Service Tax is applicable @14% on 70 % contract value which has been indicated in Schedule of Rates (SOR). However, the bidder is free to quote any other rate of service Tax provided the same must be in line with the provisions of Service Tax Law in India. However, the bidder is requested to ensure applicability of quoted Service Tax as per nature of job before submitting their offer. Any difference payable on account of wrong Service tax rate shall be on the scope of the bidder.

7.1.1.4 If bidder wants to quote rate of Service other than 14%, then below mentioned provision will be applicable and the same has to be confirmed by the bidder in Agreed Terms and Conditions .

7.1.1.5 In case a bidder does not indicate the rate & amount of service tax in the SOR or makes any other statement (e.g. “NIL”, “Inclusive”, “Kept as Blank” etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening (i e presently @ 14%) and the job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.

7.1.1.6 In case a bidder indicate the rate & amount of service tax in the SOR as “Extra at

Actuals” their quoted price shall be evaluated after loading of service tax at the rate applicable at the time of bid opening without any abatement (i. e. presently @ 14%), which will be completely sole discretion of GAIL.

7.1.1.7 In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in SOR, else their quoted price shall be evaluated after loading of service tax at the rate applicable without any abatement (i. e. presently @ 14%), at the time of bid opening instead of lower rate of service tax as quoted by the bidder, which will be completely sole discretion of BCPL. However reimbursement of service tax will be restricted to the rates as quoted by bidder in percentage as well as its total amount in SOR, and contractor shall be liable to pay differential service tax at its own to government department. During the execution of the contract, BCPL may ask for copy of challan to ensure the payment by contractor of such differential service tax.

7.1.1.8 In case, rate of service tax quoted by bidder is higher than maximum applicable rate as per prevailing service tax rules, it shall be restricted to the prevailing maximum rate (i. e. presently @ 14%), for reimbursement purpose, and in the same line for evaluation purpose also the prevailing maximum rate ( i. e. presently @ 14%) shall only be considered. The Higher rate of service tax quoted by bidder as stated above in percentage as well as its total amount in SOR shall be termed as void, and not be considered in any case, which will be completely sole discretion of BCPL.

**NOTE: “In case Service Tax department brings to the notice of BCPL that a Contractor has not paid to the credit of the Government the Service Tax collected from BCPL, then suitable penal action against the Contractor will be initiated which will include putting the contractor on holiday list”.**

7.1.1.9 The bidder who is exempted to pay Service Tax and Education Cess thereon due to annual turnover at the time of bid submission and later on if it becomes applicable, evaluation shall be made based on information available in their bid. Further, after placement of order/contract, if Service Tax and Education Cess thereon due to increase in annual turnover become leviable, GAIL shall not reimburse Service Tax & Education Cess thereon and contractor shall be liable to pay Service Tax & Education Cess thereon to Government department during the execution of the contract.

7.1.1.10 The bidder shall indicate in its bid the Service Tax Registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

7.1.1.11 The Service Provider shall specifically mention the Service Tax Registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s). In addition to above invoice / bill shall be serially numbered and should also specify following:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

The above details are required to enable BCPL to avail CENVAT credit for the service tax payments

Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

If CENVAT credit with respect service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder.”

7.1.1.12 In view of the obligations and restrictions prescribed in respect of Service Tax payable under reverse charge, the following provision will be applicable.

“Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to bidder.

#### **7.1.2 FOR FOREIGN BIDDERS:**

As per Service Tax rules, for Services received by BCPL in Taxable Territory of India from a Service Provider from outside the taxable territory of India, who does not have any fixed establishment or permanent address for providing taxable services in India, the liability to pay Service Tax lies with BCPL. Therefore, such Bidder shall not include Service Tax in the quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address for providing services in India. However, at the time of evaluation, Service Tax as applicable shall not be loaded on the portion of services which attract Service Tax as the same falls under ‘import of service’ and OWNER shall avail benefit of Cenvat Credit for the amount of service tax paid for various input services provided by the contractor.

#### **7.2 INCOME TAX & OTHER TAXES:**

- a) 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 & TDS Certificate shall be provided.
- b) Corporate Tax Liability if any shall be to Contractor’s account.

**PAN No. For Foreign Bidders:** Bidders whose receipts are subject to tax deduction at source shall furnish PAN no.

7.2.1 Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961):

Foreign bidders should invariably submit (along with their bid) the following particulars, which are required to be furnished by BCPL to Income Tax Department for complying with the requirements for making remittances to nonresidents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by BCPL and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent?
- (ii) Whether by carrying on activities in relation to its engagement by BCPL, the non-resident constitutes an Installation/Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence?
- (iii) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by BCPL are attributable to such PE?
- (iv) If the remittances to be made to the non-resident under his engagement by BCPL are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by BCPL, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?
- (v) If no part of the remittances to be made to the non-resident under his engagement by BCPL is attributable to a PE which it has in India, what are the reasons for the same?
- (vi) Non-resident's complete address (not necessarily in India).
- (vii) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?
- (viii) Country of tax residence of the non-resident supported by a Tax Residency Certificate from the tax authorities of that country or the nonresident's own certificate (only if it is not possible for the non-resident to obtain & submit Tax Residency Certificate to BCPL within a reasonable time).
- (ix) Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.
- (x) Non-resident's e-mail address.
- (xi) Non-resident's phone number with International Dialing code.
- (xii) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

### **7.3 Taxes, Duties and Levies In Foreign Countries**

The Contractor shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cesses and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by Contractor, his agents, Sub-Contractors and its/their respective employees for or in relation to this performance of this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered and included the same in its bid and the quoted price shall not be varied in any way on this account.

#### **7.4 Withholding, Accounting And Tax Requirements**

The CONTRACTOR shall withhold from wages and salaries of its agents, servants or employees all sums required to be withheld by the laws of India, and to pay the same promptly and directly when due to the proper authority (ies).

The CONTRACTOR further agrees to comply with all accounting and reporting requirements under the laws of India, and to pay and bear the cost of such compliance. Upon request by the OWNER, the CONTRACTOR will furnish OWNER evidence of payment of applicable withholding taxes in India.

### **B. BIDDING DOCUMENTS**

#### **8. Content of Bidding Document**

8.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

Section I. Request for quotation (NIT)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for quotation (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

#### **9. Clarification of Bidding Document**

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

#### **10. Amendment of Bidding Document**

10.1 At any time prior to the bid due date, BCPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

10.2 The amendment will be notified to all prospective bidders through proper medium and will be binding on them.

10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BCPL may, at its discretion, extend the bid due date.

## **C. PREPARATION OF BIDS**

### **11. Language of Bid**

II. I The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BCPL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH.

### **12. Documents Comprising the Bid**

(a) The bid prepared by the bidder shall comprise the following components:

(b) Envelope -I: Super scribing Techno-Commercial Un priced Bids (PART-I)

Part-I: Techno-commercial/Un-priced Bid and shall contain the following:

EMD / BID BOND as specified

TENDER FEE

i) Covering Letter as per format "Submission of tender" enclosed with GCC

ii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".

iii) Agreed Terms & Conditions duly filled-in at F-13.

iv) Organization details:

(a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .

(b) In case Bidder is a partnership firm, certified copy of the partnership deed.

(c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

12.1 Envelope II: Super scribing "Price Bid- Not to Open with Techno- Commercial Un priced Bid" - PART-II

Part-II price Bid

(i) Part-II shall contain one original and One copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price - Do Not Open". In case of any correction, the bidders shall put his signature and his stamp.

### **13. Bid Prices**

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.

13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part Bidding Document. If quoted in separate typed sheets and any variation in description, unit or quantity is noticed; the bid is liable to be rejected.

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

13.4 All duties and taxes including Excise duty, Sales tax, VAT, Entry tax, Custom duty, CVD, additional CVD, Work Contract tax, Turnover Tax and other levies or any other statutory

payments payable under the Contract or for any other cause by the Contractor except Service Tax and Cess shall be included in the rates / in total bid price submitted by the bidder. Service Tax shall be indicated extra (in conjunction with clause 41 of ITB) in SOR.

13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except statutory variations in Service

Tax as mentioned below Statutory variations in Service tax during the contract period including extended, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to BCPL. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to BCPL.

13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.

13.7 Alternative bids shall not be considered.

13.8 Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

In case, it is observed that any of the bidder( s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

13.9 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

13.10 Where the Foreign Bidder decides, because of various constraints of distance, unfamiliarity with local conditions and lack of any established branch office in India, to quote on the basis of tie up with capable Indian Sub-Contractor acceptable to Owner

for the portion of activities/site work to be undertaken in India or decided to supply certain service/ goods from India, they may do so provided their Bid is submitted with unit responsibility with prime Foreign Bidder only.

13.11 Foreign Bidder shall be involved & participate in all site activities to be carried out in India as per Scope of Supply & Work. The quoted prices shall be inclusive of Bidder's to and

from visits to India & all expenses occurred by Bidder in India or Outside India, till complete handing over of system to BCPL.

#### **14. CURRENCIES OF BID AND PAYMENT**

14.1 Indian bidders may submit bid in Indian Rupees and receive payment accordingly.

14.2 Foreign bidders may submit bid in the home currency of bidder's country or US\$/EURO/INR.

14.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

14.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation. Accordingly, payment shall be made on the basis of conversion of foreign currency into Indian Rupees as per foreign exchange rate considered on one working day prior to priced-bid opening. The payment shall be made to foreign bidders in currency quoted based on the rates converted for the purpose of evaluation in Indian Rupees.

#### **15. Bid Validity**

15.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

#### **16. Bid Security**

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (NIT).

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 16.7

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

16.4 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/

Banker's Cheque in favour of Brahmaputra Cracker and Polymer Ltd, payable at State Bank of India, Lepetkata (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores OR equivalent in foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

16.5 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by BCPL as non-responsive.

16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by BCPL.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

16.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Notification of Award/Fax of Intent (FOI) or

ii) to furnish Contract Performance Security in accordance with Clause-40.

iii) to accept arithmetical corrections.

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at State Bank of India, Dibrugarh. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).

16.9 For Indian Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

## **17. Pre-Bid Meeting**

a) Bidder who purchased the bids prior to Pre-bid will be given preference for queries & bidders should send the queries in email [bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in) before 2 days of the pre-bid meeting.

b) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

c) The bidder is requested to submit their queries /clarifications in the Format F7 of SECTION IIB of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

### **18. Format and Signing of Bid**

18.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

### **19. Zero Deviation**

19.1 Bidders to note that this is a zero deviation tender. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids.

19.2 Notwithstanding to the above, bids with deviation(s) to the following bid conditions shall be summarily rejected without any post bid reference to the bidders.

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid

19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

## **20. Agent/consultant/Representative/ Retainer/Associate : NOT APPLICABLE**

### **21. ABNORMALLY HIGH RATES (AHR)**

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated Items rates, such items will be considered as Abnormally High Rates Items (AHR) and Payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

(I) Rates as per SOR, quoted by the contractor.

(II) Rate of the item, which shall be derived as follows:

Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 15% to cover contractor's supervision profit, overhead & other expenses.

## **D. SUBMISSION OF BIDS**

### **22. Sealing and Marking of Bids**

22.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

Part I - Techno-commercial/unpriced Bid, EMD/Bid Security

Part II - Priced Bid

22.2 Part 'I' shall contain original of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out ) & BID SECURITY + TENDER FEE in original .

22.3 Part 'II' PRICED BID shall be submitted in one original duly filled in Price schedule sealed in a separate envelope duly pasted with the corresponding cut-out slip enclosed.

22.4 The two envelopes containing PART 'I', PART 'II' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

22.5 If the outer envelope is not sealed and pasted with the corresponding cut-out slip, BCPL will assume no responsibility for the Bid's misplacement or premature opening.

22.6 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

### **23. Deadline for Submission of Bids**

23.1 Bids must be received by BCPL at the address specified in the NIT not later than the date and time stipulated in the NIT.

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of NIT will not be considered and returned unopened to the bidder. The bidder may

modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

#### **24. Late Bids**

24.1 Any bid received by BCPL after the deadline for submission of bids prescribed on main body of NIT will not be considered and returned unopened to the bidder.

#### **25. Modification and Withdrawal of Bids**

25.1 The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids.

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

25.3 No bid shall be modified after the deadline for submission of bids.

25.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form .Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

25.5 In case after price bid opening the lowest evaluated bidder (L-I) is not awarded the Job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participating in re-tendering of the same job(s)/item(s).

### **E. BID OPENING AND EVALUATION**

#### **26. Bid Opening**

##### **26.1 Unpriced Bid Opening:**

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the NIT. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

##### **26.2 Priced Bid Opening:**

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend

the opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be opened.

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit. Evaluation methodology is as per ITB Clause 32

## **27. Process to be Confidential**

27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

## **28. Contacting the Employer**

28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

## **29. Examination of bids and Determination of Responsiveness**

29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid

- (c) meets the Bid Evaluation Criteria;
- (d) has been properly signed;
- (e) is accompanied by the required securities;
- (f) is substantially responsive to the requirements of the bidding documents; and
- (g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

29.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations.

A material deviation or reservation is one

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **30. Correction of Errors**

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

(c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

(d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

30.2 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

### **31. Conversion to Single Currency for Comparison of Bids**

To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to priced bid opening.

### **32. Evaluation and Comparison of Bids**

The evaluated price shall be worked out considering the following:

#### **Indian Bidder:**

***32.1 The total prices for complete scope of services in SOR on overall basis inclusive of Service Tax minus CENVAT benefit passed on to BCPL shall be taken into consideration for evaluation and comparison purpose***

#### **Foreign Bidder:**

**32.2 *The total prices for complete scope of services in SOR on overall basis inclusive of Service Tax minus CENVAT benefit passed on to BCPL shall be taken into consideration for evaluation and comparison purpose***

**Notes:**

32.3 Bidder's prices will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India on the day prior to Priced Bid Opening for the purpose of evaluation of prices.

32.4 The Domestic bidders are required to provide cenvat invoice to enable BCPL to avail cenvat benefit, for amount indicated in Price Bid, failing which payment will be done after deduction.

32.5 Services provided by foreign bidders who do not have any fixed establishment or permanent address for providing taxable services in India falls under 'import of service' and hence, BCPL shall avail benefit of Cenvat Credit for the amount of service tax paid for various input services provided by the contractor and hence evaluation shall be done taking into consideration of cenvat benefit.

32.6 Purchaser will issue concessional forms to Indian Bidders for availing concessional rate of Sales Tax both for Central Sales Tax, thus sales tax quoted by the bidder must be indicated in Price Schedule considering issuance of Form -C.

32.7 If there is statutory change in taxes, duties; for the purpose of evaluation, the prevailing rates of taxes and duties (including Customs duty and other import duties) as applicable on final bid due date of submission of Un-priced bids shall be considered.

32.8 However, order shall be issued based on the prevailing rates of taxes and duties as applicable as on date of issuance of order. For domestic bidders, in case of any statutory increase in rate of

Excise duty (i.e. ED & Cess in finished products and not the CVD/ED on raw material) and Sales Tax/VAT, except due to change in turnover of bidder; within the Contractual delivery period shall be borne by BCPL.

32.9 Bidder must furnish all break-up of quoted rates in price schedule format, If any data/detail is left blank, the same shall be considered included in the quoted price. If charges for Freight is

mentioned by Indian Bidder as "extra at actual"/"To pay basis" etc., such bids shall not be considered for further evaluation, as price comparison of such bid is not possible.

32.10 Any other charges, taxes, duties etc. applicable till complete execution of purchase order, if provisions for which is/are not made in Price Schedule format or in tender document, shall be considered included in the price schedule.

32.11 The total prices for complete scope of services in SOR on overall basis inclusive of Service Tax shall be taken into consideration.

32.12 For evaluation and comparison purpose total CENVAT amount as confirmed by bidder shall be deducted from total prices.

**32.13 *In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):***

Criteria No. 1 - The bidders who have got the higher turnover in Financial Year 2013-14.

Criteria No. 2- The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in Financial Year 2013-14.

### **33 Preferences for Domestic Bidders**

NOT APPLICABLE

### **34. Purchase Preference**

NOT APPLICABLE

### **35. Compensation for extended stay**

NOT APPLICABLE

## **F. AWARD OF CONTRACT**

### **36. Award of work**

36.1 Subject to Clause 29, BCPL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis i.e. overall quoted amount inclusive of all taxes and duties + service tax and education cess thereon.

### **37. Employer's Right to Accept Any Bid and to Reject Any or All Bids**

37.1 BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for BCPL'S action.

### **38. Notification of Award**

38.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

38.2 Delivery shall be counted from the date of notification of award / Fax of Acceptance.

The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, BCPL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

### **39. Signing of Agreement**

39.1 BCPL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to BCPL.

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-16 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by

the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

#### **40. Contract Performance Security**

As Per NIT and SCC Part -B

#### **41. Corrupt or Fraudulent Practices**

41.1 BCPL requires that bidders/contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer;

a) defines, for the purposes of this provision, the terms set forth below as follows;

I. "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract **execution; and**

II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

41.2 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of Bids and forfeiture of Earnest Money Deposit (Bid Security).

b) In case, the information/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

c) In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

a) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

#### **42 Misc.**

A new clause in General Conditions of Contract has been appended as under:

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry

out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

#### **43 Errant Bidder**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by bidder & such bidder shall be debarred from participation in re-tendering of the same job(s)/item(s).

44. In case L1 bidder backs out, BCPL reserve the right to re-tender.

**45. Bidders if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL respond quickly.**

#### **46. Performance Rating & Evaluation:**

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

All the suppliers and contractors working with BCPL will be evaluated based on the Parameters defined in the performance Rating Data Sheet as Format-15.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.

Very good

Good

Fair

Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "HOLIDAY" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

The vendors and contractors will be banned for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for prequalifying/eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with BCPL in future.

#### **Vendor Rating Procedure - Instructions for allocation of marks**

Marks are to be allocated as under:

**1.1 DELIVERY / COMPLETION PERFORMANCE**  
**40 Marks**

**Delivery Period / Completion Schedule Marks Delay in Weeks**

|                   |                      |
|-------------------|----------------------|
| a) Up to 3 months | Before CDD           |
| 40                | Delay up to 4 weeks  |
| 35                | Delay up to 8 weeks  |
| 30                | Delay up to 10 weeks |
| 25                | Delay up to 12 weeks |
| 20                | Delay up to 16 weeks |
| 15                | More than 16 weeks   |
| 0                 |                      |
| b) Above 3 months | Before CDD           |
| 40                | Delay up to 4 weeks  |
| 35                | Delay up to 8 weeks  |
| 30                | Delay up to 10 weeks |
| 25                | Delay up to 16 weeks |
| 20                | Delay up to 20 weeks |
| 15                | Delay up to 24 weeks |
| 10                | More than 24 weeks   |
| 0                 |                      |

**1.2 QUALITY PERFORMANCE**  
**40 Marks**

For Normal cases: No defects / No deviation / No failure  
 40 Marks

i. Rejection / Defects Marks to be allocated on prorata basis for  
 10 Marks

- acceptable quantity as compared to total quantity for normal cases.  
Failure of severe nature
- ii. When quality failure endanger system integration & safety of the system.  
0 Marks  
5 Marks  
10-25 marks
- iii. Number of deviation  
5 marks  
2 marks  
0 marks
- Moderate nature  
- Low severe nature
1. No. deviation  
2. No. of deviation < 2  
3. No. of deviation > 2

### 1.3 RELIABILITY OF PERFORMANCE

20 Marks

#### A.FOR SUPPLIES:

|                                                                                                                                       |         |
|---------------------------------------------------------------------------------------------------------------------------------------|---------|
| (i) Submission of order acceptance, PBG, drawings & other documents within time.                                                      | 5 Marks |
| (ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period) | 5 Marks |
| (iii) Response to various correspondence and conformance to standards like ISO                                                        | 5 marks |
| (iv) Submission of all required documents including test certificates at the time of supply                                           | 5 marks |

# **FORMS AND FORMATS**

**BIDDER'S GENERAL INFORMATION**

To  
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,  
 P.O. LEPETKATA,-786006  
 DISTRICT – DIBRUGARH  
 ASSAM

(Country Code) (Area Code) (Telephone Number)

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
 if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Address where order  
 Is to be placed/ issued: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-6 Telephone Number: \_\_\_\_\_

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address, \_\_\_\_\_

1-8 Website:: \_\_\_\_\_

1-9 Fax Number: \_\_\_\_\_

1 Bidder Name (WO/Order will be issued in this name): \_\_\_\_\_

2 Number of Years in Operation: \_\_\_\_\_

3 Registered Address: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

Phone No. \_\_\_\_\_ FAX \_\_\_\_\_

Mobile No./Direct No. \_\_\_\_\_ e-mail \_\_\_\_\_ website \_\_\_\_\_

4 Operation Address (if different from above):  
\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_  
Phone No. \_\_\_\_\_ FAX \_\_\_\_\_  
Mobile No./Direct No. \_\_\_\_\_

5 In case of successful bidder, Order will be issued to address mentioned at Sl No. 4 [ ]/

5 [ ] above (please tick mark in appropriate box).

6 Status of Firm/Bidder :

**Sl No. Type of Firm Yes/ No Name of Owner/ Partners /Director(s)**

(i) Proprietorship

(ii) Partnership

(iii) LLP

(iv) Private Limited

(v) Public Limited

(v) PSU/Govt Dept. Not Required

(vi) Any other

7. Bidder must submit relevant document in support of above viz. Copies of partnership deeds (in case of partnership /LLP firm), Affidavit or self-declaration on letter head (in case of Proprietorship firm), Memorandum and Articles of Association & certificate of Incorporation (in case of Private /Public Limited company) and certification from competent person on their letter head (in case of PSU/Govt. Dept.) etc.

Submitted Following document(s):

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

(iii) \_\_\_\_\_

8 ISO Certification, if any (If yes, please furnish details alongwith documentary evidence):

9 Details of Executed Order(s) for BCPL \_\_\_\_\_ (PO/Order Reference)

10 Whether registered with MSME (SSI) ...Micro/Small/Medium

(if Yes, please furnish documentary evidence as per Clause No. 16.9 of ITB)

11 Whether NSIC registered

(if Yes, please furnish documentary evidence as per Clause No. 16.9 of ITB)

12 Bank Name and A/c Details \_\_\_\_\_

13 Excise Registration number : \_\_\_\_\_

14 Excise Range : \_\_\_\_\_

15 Excise Division : \_\_\_\_\_

16 Excise Collectorate : \_\_\_\_\_

17 Service Tax Registration No. : \_\_\_\_\_

18 CST/Local ST/VAT No. : \_\_\_\_\_

19 PF Registration No. : \_\_\_\_\_

District & State of PF Registration: \_\_\_\_\_

20 PAN No. : \_\_\_\_\_

**Only Foreign bidders:**

21 Bank Details :

Name & Address of Bank:

SWIFT:

## BID FORM

F2

To,  
**Dy. General Manager(C&P) BCPL**  
**Lepetkata, Dibrugarh, Assam (India)**  
**Phone: +913732914609**

Dear Sir,

After examining/reviewing the Bidding Documents for , including Special conditions of contract, Scope of work, General Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of..... and in conformity with, the said Bid Documents, including Addenda Nos. \_

We confirm that this bid is valid for a period of F o u r (04) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by anytime before the expiration of that period.

If our bid is accepted, we will provide the requisite performance security for the due performance with in fifteen days of such award.

Until a final Purchase Order/ Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may receive.

SEALAND SIGNATURE  
DATE:

Duly authorized to sign bid for and on behalf of M/s\_\_\_\_\_

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

## LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,  
Administrative Building”,  
NH-37, P.O. Lepetkata,  
Dibrugarh, Assam, PIN – 786006

**Dear Sir,**

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER)

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
**(To be stamped in accordance with the Stamp Act)**

Ref.:-----

Bank Guarantee No.:-----

Date-----

**To**

BRAHMAPUTRA CRACKER & POLYMER LTD.  
 “ADMINISTRATIVE BUILDING” LEPETKATA,  
 NH-37, P.O. LEPETKATA, DIBRUGARH,  
 ASSAM, PIN – 786 006

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s-----having their Registered/Head  
 Office at----- (hereinafter called the Bidder) wish to  
 participate in the said tender for-----

As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of -----is required to  
 be submitted by the Bidder as a condition precedent for participation in the said Tender which amount in  
 liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the -----Bank at-----having our Head  
 Office ----- (Local Address) guarantee and  
 undertake to pay immediately on demand without recourse to the bidder by Brahmaputra Cracker &  
 Polymer Limited., the amount -----without  
 any reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and  
 binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain, valid up to----- (This date  
 should be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If any  
 further extension of this guarantee is required the same shall be extended to such required period on  
 receiving instructions from M/s----- on  
 whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----  
 -----day of -----201 ----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per \_\_\_\_\_

Power of Attorney No.

Date: \_\_\_\_\_

**LETTER OF AUTHORITY**  
**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT**  
**NEGOTIATIONS/CONFERENCES**

Ref: No.

Date:

To,  
 Brahmaputra Cracker & Polymer Ltd.  
 “Administrative Building”,  
 NH-37, P.O. Lepetkata,  
 Dibrugarh, Assam, PIN – 786006

Dear Sir,

We -----hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Place:  
 Date:

Yours faithfully,  
 (Signature of Authorized Signatory of Bidder)  
 Name:  
 Designation:  
 Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

**POWER OF ATTORNEY** **F-5[B]**  
**(To be submitted on the letter-head of company)**

To,  
Sr. Officer (C&P)  
BCPL

“The undersigned \_\_\_\_\_ (Name of LEGAL PERSON with designation i.e. CEO/C&MD/Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s \_\_\_\_\_ (Name of bidder) whose registered address is \_\_\_\_\_ and does hereby appoint Mr./Ms \_\_\_\_\_ (name of authorized person signing the bid document) \_\_\_\_\_ (Designation) of M/s \_\_\_\_\_ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually), conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. \_\_\_\_\_ for supply of \_\_\_\_\_.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s \_\_\_\_\_ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

**SIGNATURE OF THE LEGAL PERSON**

\_\_\_\_\_  
(Name of person with Company seal)

**SIGNATURE OF THE AUTHORIZED PERSON/(S) WHO WILL SIGN BID**

\_\_\_\_\_  
(Name of person)

E-mail id: .....

**NO DEVIATION CONFIRMATION**

To,  
Brahmaputra Cracker & Polymer Ltd.  
“Administrative Building”,  
NH-37, P.O. Lepetkata,  
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agreed that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Place:  
Date:

(Signature of Authorized Signatory of Bidder)  
Name:  
Designation:  
Seal:

**BIDDER'S QUERIES FOR PRE-BID MEETING**

| SL.<br>NO. | REFERENCE OF BIDDING DOCUMENT |             |               |         | BIDDER'S QUERY | BCPL'S REPLY |
|------------|-------------------------------|-------------|---------------|---------|----------------|--------------|
|            | SEC.NO.                       | Page<br>No. | Clause<br>No. | Subject |                |              |
|            |                               |             |               |         |                |              |

NOTE: The Queries may be sent by e-mail to [bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in) before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: \_\_

NAME OF BIDDER : \_\_\_\_\_

**PRESENT COMMITMENTS OF THE BIDDER**

| Full Postal Address and<br>phone nos of Client &<br>Name<br>of Officer-in-Charge | Description<br>of the Work | Date of<br>Commenceme<br>nt of<br>Work | Scheduled<br>Compo.<br>Period | %Age<br>Completion<br>as on<br>Date | Expected<br>Date of<br>Completi<br>on | Remarks |
|----------------------------------------------------------------------------------|----------------------------|----------------------------------------|-------------------------------|-------------------------------------|---------------------------------------|---------|
|                                                                                  |                            |                                        |                               |                                     |                                       |         |

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER

**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**  
**(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

**To:**

Brahmaputra Cracker & Polymer Ltd.  
 “Administrative Building”, NH-37, P.O. Lepetkata,  
 Dibrugarh, Assam, PIN – 786006

Dear Sirs,

M/s \_\_\_\_\_ have been awarded the work of \_\_\_\_\_ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

The said-----has approached us and at their request and in consideration of the premises we having our office at ----- have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake and agree with you that if default shall be made by M/s ----- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs------(Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
 Bank  
 By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

**DECLARATION**

To  
Brahmaputra Cracker & Polymer Ltd.  
“Administrative Building”, NH-37, P.O. Lepetkata,  
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking /Government Organization /BCPL (India) Limited/BCPL etc.

We agree that if any noticed in future, our Bid may be rejected / terminated.

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

**To,**

**Sr. Officer (C&P)**

**BRAHMAPUTRA CRACKER & POLYMER LTD.**

**“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA**

**DIBRUGARH, ASSAM, PIN – 786006**

**FAX: 0373 – 2914611 / 2914609**

**SUBJECT:**

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:

|                       |   |       |
|-----------------------|---|-------|
| (i) Postal Address    | : | _____ |
| (ii) Telephone Number | : | _____ |
| (iii) Telefax Number  | : | _____ |
| (iv) Contact Person   | : | _____ |
| (v) E-mail Address    | : | _____ |

B) Details of Contact person:

|                       |   |       |
|-----------------------|---|-------|
| (i) Postal Address    | : | _____ |
| (ii) Telephone Number | : | _____ |
| (iii) Fax Number      | : | _____ |
| (iv) Contact Parson   | : | _____ |
| (v) E-mail Address    | : | _____ |

C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of bid :

Agency's Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Seal/Stamp : \_\_\_\_\_

**PROFORMA FOR CONTRACT AGREEMENT**

LOA No. BCPL /

Dated -----

Contract Agreement for the work of ----- of Brahmaputra Cracker & Polymer Ltd. (BCPL) made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BCPL hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and delivered for and on  
behalf of the EMPLOYER.

Signed and delivered for and on behalf of  
behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

\_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**BRIEF SUMMARY OF AGREED TERMS & CONDITIONS  
[FOR INDIAN BIDDERS]**

Bidder M/s.  
Offer Ref.

This Questionnaire duly filled in should be returned along with Un-priced Bid.  
Clauses confirmed hereunder should not be repeated in the Bid.

| SI. No. | Description                                                                                                                                                                                                                                                                                            | Bidder's Confirmation |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1       | It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.                                                                                                                                                                                  |                       |
| 2       | Confirm Bid has been submitted as per Instructions to Bidders in bid document.                                                                                                                                                                                                                         |                       |
| 3       | Confirm that the offer shall remain valid for acceptance up to 4 (Four ) months from Final Bid Due Date /Date of Opening of Bids                                                                                                                                                                       |                       |
| 4       | Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL                                                                                                    |                       |
| 5       | Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).                                                                                                                                                                                                 |                       |
| 6       | Confirmed that Power of Attorney in favour of person who has signed the offer is submitted                                                                                                                                                                                                             |                       |
| 7       | Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.                                                                  |                       |
| 8       | Confirmation towards submission of EMD/Bid Bond of requisite value & its details.                                                                                                                                                                                                                      |                       |
|         | a Bid Security No. & Date                                                                                                                                                                                                                                                                              |                       |
|         | b Value & validity                                                                                                                                                                                                                                                                                     |                       |
|         | c Name & address of Bank Issuing Bid Security                                                                                                                                                                                                                                                          |                       |
| 9       | Provide PAN number.                                                                                                                                                                                                                                                                                    |                       |
| 10      | Provide Service Tax Registration number.                                                                                                                                                                                                                                                               |                       |
| 11      | Provide Sales Tax (VAT / CST) Registration number.                                                                                                                                                                                                                                                     |                       |
| 12      | Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).                                                                                                                                          |                       |
| 13      | Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.                                                                                                                                                             |                       |
| 14      | Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6                                                                                                                                                                                                |                       |
| 15      | Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc. |                       |

|    |     |                                                                                                                                                                                    |  |
|----|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 16 |     | Confirmed that all terms and conditions of the tender are acceptable in totality                                                                                                   |  |
| 17 |     | Confirm that the prices are quoted as per clause 13.0 of ITB.                                                                                                                      |  |
| 18 |     | Bidder's name and address                                                                                                                                                          |  |
| 19 |     | Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.                                              |  |
| 20 |     | Confirm acceptance of Terms of Payment as specified in the Bid Document.                                                                                                           |  |
| 21 |     | Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'. |  |
| 22 |     | Confirm acceptance in totality of the Terms & Conditions contained in:                                                                                                             |  |
|    | I   | Instructions to Bidders                                                                                                                                                            |  |
|    | ii  | General Conditions of Contract (GCC)                                                                                                                                               |  |
|    | Iii | Special Conditions of Contract (SCC)                                                                                                                                               |  |
|    | Iv  | Scope of Work                                                                                                                                                                      |  |
|    | v   | All other commercial documents/attachments of Bid Document                                                                                                                         |  |
| 23 |     | Confirm towards submission of <b>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</b> at <u>Annexure-Z</u>                                       |  |
| 24 |     | Confirm that bidder has understood Preamble to Schedule of Rates and Schedule of Rates (SOR) completely and bidder has quoted accordingly.                                         |  |
| 25 |     | Confirm you will register under Assam before the commencement of work for WCT scheme if applicable                                                                                 |  |
| 26 |     | Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid                                                |  |
| 27 |     | SOR has been signed & filled up as quoted exactly in the same format of NIT                                                                                                        |  |
| 28 |     | SOR duly quoted have been submitted                                                                                                                                                |  |
| 29 |     | All items of each SOR has been quoted                                                                                                                                              |  |
| 30 |     | Confirm submission of cenvatable service tax invoice                                                                                                                               |  |
|    |     | Confirm percentage of cenvat benefit on account of service tax to be passed onto BCPL                                                                                              |  |

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVERRIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature \_  
Name-----  
Designation \_  
Tel No.  
E-mail -----  
Fax No-. -----  
Office St-am-p -----\_

## AGREED TERMS AND CONDITIONS-FOREIGN BIDDER

(Bidders must confirm / comment to all points)

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

| Sl.        | DESCRIPTION                                                                                                                  | BIDDER'S CONFIRMATION/<br>ACCEPTANCE                                                                |
|------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
|            | Bid validity (04 months) form the due date of bid opening                                                                    |                                                                                                     |
| <b>1.0</b> | <b>Bidder's General Information</b>                                                                                          |                                                                                                     |
| 1.1        | Bidder's Name (WO will be issued in this name)                                                                               |                                                                                                     |
| 1.2        | Complete Address                                                                                                             |                                                                                                     |
| 1.3        | Contact Details (Phone, Fax and e-mail ID)                                                                                   |                                                                                                     |
| <b>2.0</b> | <b>Tender Fee Details</b>                                                                                                    |                                                                                                     |
| 2.1        | Tender Fee Amount                                                                                                            | Rs./ (Currency)                                                                                     |
| 2.2        | DD No & Date                                                                                                                 |                                                                                                     |
| 2.3        | Bank's Name & Branch Address                                                                                                 |                                                                                                     |
| 2.4        | Validity of DD                                                                                                               |                                                                                                     |
| 2.5        | Date on which Original Tender Fee submitted to BCPL                                                                          | <Date><br>If sent by Courier, please mention<br>Courier Co Name, Tracking No<br>etc.,<br>hereunder: |
| <b>3.0</b> | <b>EMD/Bid Security Details</b>                                                                                              |                                                                                                     |
| 3.1        | EMD Amount                                                                                                                   | Rs. / (Currency)                                                                                    |
| 3.2        | BG/DD No & Date                                                                                                              |                                                                                                     |
| 3.3        | Bank's Name & Branch Address                                                                                                 |                                                                                                     |
| 3.4        | Validity of BG/DD                                                                                                            |                                                                                                     |
| 3.5        | Date on which Original EMD submitted to BCPL                                                                                 | <Date><br>If sent by Courier, please mention<br>Courier Co Name, Tracking No<br>etc.,<br>hereunder: |
| <b>4.0</b> | <b>BID EVALUATION CRITERIA (BEC) [Refer Appendix I to IFB]</b>                                                               |                                                                                                     |
| 4.1        | List of Documents submitted against Technical Criteria (duly attested/ certified as mentioned in NIT)                        |                                                                                                     |
| 4.2        | List of Documents submitted against Financial Criteria (duly attested/ certified as mentioned in NIT)                        |                                                                                                     |
| <b>5.0</b> | <b>SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS AS PER CL NO. 9.2 OF IFB<br/>[WITHIN 7 DAYS FROM TENDER OPENING]</b> |                                                                                                     |
| 5.1        | Copy of Tender Fee                                                                                                           |                                                                                                     |
| 5.2        | Original EMD/Bid Security                                                                                                    |                                                                                                     |
| 5.3        | Original Power of Attorney (in format F 5b)                                                                                  |                                                                                                     |
| 5.4        | If sent by Courier, please mention Courier Co Name, Tracking No                                                              |                                                                                                     |

|      |                                                                                                                                                                    |                |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|      | etc.,                                                                                                                                                              |                |
| 6.0  | <b>ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]</b>                                                                                                |                |
| 6.1  | Confirmation that quoted prices will remain firm and fixed till complete execution of the order.                                                                   |                |
| 6.2  | Submitted Tender Fee and EMD                                                                                                                                       |                |
|      | [In case of exemption, sufficient documentary evidence must have been submitted]                                                                                   |                |
| 6.3  | All document submitted on BCPL's e-tendering portal                                                                                                                | NOT APPLICABLE |
| 6.4  | No Deviation(s) taken against "Scope of Work" & other terms and conditions of Tender Document, it corrigenda/addenda, if any.                                      |                |
| 6.5  | Rates are quoted in Price Bid exactly in the format as provided in tender document and with all break-up as asked therein.                                         |                |
| 6.6  | Accepted Contract Period as per Tender Document & its Corrigendum (if any)                                                                                         |                |
| 6.7  | Accepted Bid Validity as per Tender Document & its Corrigendum (if any)                                                                                            |                |
| 6.8  | Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)                                                           |                |
| 6.9  | Accepted Payment Terms as per Tender Document & its Corrigendum (if any)                                                                                           |                |
| 6.10 | Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid     |                |
| 7.0  | <b>SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN "PART-I : UN-PRICED BID":</b>                                                                                    |                |
| 7.1  | Bid Covering letter                                                                                                                                                |                |
| 7.2  | Submitted form F1 within 7 days of receipt of NIT/ Tender Information.                                                                                             |                |
| 7.3  | Form F2 duly filled                                                                                                                                                |                |
| 7.4  | Submitted form F3 before pre-bid meeting                                                                                                                           |                |
| 7.5  | Form F4 duly filled                                                                                                                                                |                |
| 7.6  | Form F5 (A) duly filled                                                                                                                                            |                |
| 7.7  | Form F5(B) duly filled                                                                                                                                             |                |
| 7.8  | Form F6 duly filled                                                                                                                                                |                |
| 7.9  | Form F7 duly filled                                                                                                                                                |                |
| 7.10 | Form F8 duly filled                                                                                                                                                |                |
| 7.11 | Any other Forms/formats duly filled-up in all respects                                                                                                             |                |
| 7.12 | Uploaded/Submitted "SOR" format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes) |                |
| 7.13 | Complete Tender Document alongwith its Corrigendum/Amendment etc., signed and sealed                                                                               |                |
| 8.0  | <b>ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION/DETAILS :</b>                                                           |                |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 8.1  | Confirm that you have quoted for the entire scope of work as specified in the BID Document.                                                                                                                                                                                                                                                                                                                                                                             |                          |
| 8.2  | <b>Comprehensive Insurance:</b><br>Prices quoted must include all insurance for its Man & Machines till complete Hand-over of Equipment to Purchaser at Site.                                                                                                                                                                                                                                                                                                           | As applicable            |
| 8.3  | Bidder confirms that bidder have quoted Lump-sum Amount for entire scope of work.                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| 8.4  | <b>Site Work:</b><br>Please confirm the following:<br><br>Confirm that quoted prices include Works Contract Tax.<br><br>Owner shall not pay any variation including statutory variation. Any extra implication due to wrong assessment and/ or selection of mode of ordering shall be borne by you. Confirm acceptance.<br><br>WCT at source will be deducted as per statutory provisions and TDS certificate will be issued for the same by Owner. Confirm acceptance. | Not applicable           |
| 8.5  | Confirm acceptance to Fall Clause as per tender document.                                                                                                                                                                                                                                                                                                                                                                                                               | NOT APPLICABLE           |
| 8.6  | Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.                                                                                                                                                                       |                          |
| 8.7  | Confirmation of acceptance to the terms and conditions of tender document including it's Corrigenda/Addenda, if any, in totality.                                                                                                                                                                                                                                                                                                                                       |                          |
| 8.8  | Confirm documentation charges as per tender document are inclusive in your quoted prices.                                                                                                                                                                                                                                                                                                                                                                               |                          |
| 8.9  | Furnish the currency of quote                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |
| 8.9  | Please provide following information for payment:                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| (A)  | Name of Bank:                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |
| (B)  | Address of Bank:                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| (C)  | SWIFT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |
| (D)  | Account No:                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |
| (E)  | IBAN Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| 8.10 | All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the Vendor/supplier and within India will be borne by BCPL.                                                                                                                                                                                                                                                                         |                          |
| 8.11 | I) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices.<br><br>II) Inspection (and associated charges) shall be carried out as per terms and conditions mentioned in the bid document. Confirm un-conditional acceptance to the same.                                                                                                                                                              | I).....<br><br>II) ..... |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 8.12 | Direct offer will only be considered. In case the bidder has Agent/ Representative/Liaison office in India, <b>please provide the details of the same as per enclosed format.</b>                                                                                                                                                                                                                                        |  |
| 8.13 | Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.                                                                                                                                                                                                                                                  |  |
| 8.14 | Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMCs of BCPL (i.e. M/s EIL, Mecon, Tracabel & J P Kenny). If you have been banned or de-listed by any of above, please mention details of the same.<br><br>Please note that BCPL may not consider bid of such bidder(s) for further evaluation.    |  |
| 8.15 | Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.                                                                                                                                                                                                  |  |
| 8.16 | Confirm that the contents of the Tender Document, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.                                                                                                              |  |
| 8.17 | Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy. |  |
| 8.18 | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.                                                                                                                                                                                                                  |  |
| 9.0  | Seller's Offer Ref No. & Date                                                                                                                                                                                                                                                                                                                                                                                            |  |
|      | Name of Person authorized for digital signature of offer and for any subsequent communication(s) & decision in tendering process (ensure to furnish Power of Attorney on company letter head in the name of this person duly signed by Competent Person/MD/Chairman/Director/Proprietor/Partner etc.)                                                                                                                    |  |
|      | e-Mail ID & Contact information of person                                                                                                                                                                                                                                                                                                                                                                                |  |
|      | Sl. No. of Digital Signature                                                                                                                                                                                                                                                                                                                                                                                             |  |
|      | Validity of Digital Signature                                                                                                                                                                                                                                                                                                                                                                                            |  |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**(FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE)**

**(To be provided on Bank's letter head)**

**Bidder's Name:**

**Date:**

**Tender No.:**

To  
Brahmaputra Cracker and Polymer Limited  
Lepetkata , Dibrugarh-786006

Dear Sir,

Certified that M/s.....(Name of the bidder with address) is an existing customer of our Bank.

It is confirmed that against tender No: \_\_\_\_\_ dated.....  
.....for

....."name of job/supply) ,  
M/s.....(Name of the Bank with address) confirms  
availability of line of credit to M/s.....(Name of the bidder) for at least an  
amount of Rs.....Lakh.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores OR equivalent in foreign currency .

Yours truly

For.....

Authorized signatory)  
Name of the signatory  
Designation

CHECK LIST FOR THE DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID.

| SR NO. | DESCRIPTION OF DOCUMENTS TO BE SUBMITTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DOCUMENT SUBMITTED |    | Please indicate Page No |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----|-------------------------|
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | YES                | NO |                         |
| 1      | Have you enclosed the duly certified Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.                                                                                                                                                                                                                                                                                                                                                                           |                    |    |                         |
| 2      | Tender Fee has been submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |    |                         |
| 3      | Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.                                                                                                                                                                                                                                                                                       |                    |    |                         |
| 4      | Have you enclosed Authority Letter/Power of Attorney for submission of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |    |                         |
| 5      | Have you enclosed No deviation form, duly filled signed & stamped.                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |    |                         |
| 6      | Have you enclosed complete tender duly signed & stamped.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |    |                         |
| 7      | Have you enclosed attested Copy of PAN card                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |    |                         |
| 8      | Do you confirm that you will submit the cenvatable invoice if you get order.                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |    |                         |
| 9      | Have you submitted Corrigendum /Pre-bid queries                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |    |                         |
| 10     | Confirm if the following are submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |    |                         |
|        | Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).                                                                                                                                                                                                                            |                    |    |                         |
| 11     | Confirm that the following document is submitted depending on bidder's nature of firm:<br>1. Copies of partnership deed(in case of partnership/LLP firm)<br>2. Affidavit or self declaration on letter head (in case of Proprietorship firm)<br>3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company)<br>4. Certification from competent person on their letter head (in case of PSU/Govt. Department )<br>5. Documentary evidence towards MSME . |                    |    |                         |

## SECTION III

### SPECIAL CONDITIONS OF CONTRACT [SCC]

#### SPECIAL CONDITIONS OF THE CONTRACT

##### SCC: Part -A

#### **1.0 GENERAL:**

- 1.1 *The **Special Condition of Contract** shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division 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 Conditions 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, prevail.*
- 1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*
- 1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of Contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

#### **2.0 LOCATION:**

**Refer SCC-Part B**

#### **3.0 SCOPE OF WORK:**

The Scope of Work shall be as per Special Conditions of Contract (SCC) **Part-B**.

#### **4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:**

As per (SCC) **Part-B**.

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

#### **5.0 TERMS OF PAYMENT:**

Terms and conditions related to Payment terms are specified in **SCC Part B**.

## **6.0 EARNEST MONEY:**

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Scheduled/Nationalized Bank in favor of “**M/s. Brahmaputra Cracker & Polymer Limited**” payable at **DIBRUGARH, ASSAM.**

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(6) SIX MONTHS** from the date of opening of tender.

BCPL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time. Correspondence in this regard may be addressed to BCPL directly by the BIDDERS.

## **7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:**

Income Tax deduction shall be made from all payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the contractor.

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W. C. Tax at the rate applicable from time to time (presently 5%) and issue necessary certificate to this effect.

## **8.0 SERVICE TAX:**

Refer ITB

## **9.0 SECURITY DEPOSIT:**

Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value (exclusive of taxes and duties) in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.

9.1 Above mentioned Security Deposit to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond expiry of contract period.

9.4 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

**10.0 TECHNICAL SPECIFICATION:**

As enumerated in Special Conditions of Contract / Scope of Work / Attached Drawing / Details / Schedule of Rates.

**11.0 TESTS AND INSPECTION:**

11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.

11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.

11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

**12.0 MEASUREMENT OF WORK:**

12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.

12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

**13.0 DEFECT LIABILITY PERIOD:**

The defect liability period shall be as per “SCC-Part B”

**14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:**

14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and  
14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and

skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

**15.0 MOBILIZATION ADVANCE (M.A.):**

No mobilization advance is payable for this work.

**16.0 COMPENSATION FOR EXTENDED STAY:**

No compensation for extended stay is payable to contractor.

**17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):**

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
  - a. Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
  - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

**18.0 MISCELLANEOUS:**

All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.

**19.0 SUBMISSION OF TENDER DOCUMENTS:**

Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.

**20.0 SCHEDULE OF RATES:**

20.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

**21.0 COMPENSATION FOR DELAY:**

As per GCC.

**22.0 TERMINATION OF CONTRACT:**

As per GCC.

**23.0 CONTRACT AGREEMENT:**

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager(C&P), BCPL, DIBRUGARH, ASSAM.

**24.0 SUPERVISION OF WORK:**

Contractor or his authorized representative shall be available at site all times, during the progress of the work.

**25.0 CLEARANCE OF SITE:**

25.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.

25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**26.0 ADHERENCE TO SAFETY REGULATIONS:**

Contractor shall ensure that all safety precautions required are observed at all times during the execution of the job.

**27.0 NUISANCE:**

The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.

**28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:**

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

**29.0 CARE OF WORKS:**

From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works any in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.

**30.0 DEFENCE OF SUITS:**

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

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

31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 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 supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- 32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :**  
The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.
- 33.0 ARBITRATION CLAUSE:**
- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto 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 hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR 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 names to he Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint

the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

- 33.4 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.
- 33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 33.6 The venue of arbitration shall be Guwahati.
- 33.7 The award of the Arbitrator shall be final and binding on both the parties.

- 33.8 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.

**34.0 JURISDICTION:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

**35.0 PRICE PREFERENCE:**

Not Applicable

**36.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:**

- 36.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 36.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.
- 36.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- 36.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

**37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES**

- 37.1 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 37.2 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.

- 37.3 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

**38.1 SUB LETTING OF WORK:**

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

**38.2 AFFIDAVIT:**

The bidder shall submit an affidavit duly notarized to the effect “that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws.

**39.0 EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:**

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Tax Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

## **SCOPE OF WORK & TECHNICAL DETAILS FOR INTELLIGENT PIGGING OF PIPELINE NETWORK**

## **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

**Subject: INTELLIGENT PIGGING OF 18" DIA LEPETKATA-DULIAJAN RG/LG GAS PIPELINES OF BCPL, LEPETKATA, ASSAM**

### **INTRODUCTION:**

**BRIEF OVERVIEW:-**M/s BCPL, a Government of India Enterprise, is implementing the prestigious Assam Gas Cracker project, the first ever Petrochemical project in entire North East India. The Petrochemical Complex is situated at Lepetkata, approximately 15 Kilometers away from the Tea City Dibrugarh. Besides its main plant, a Gas Dehydration and Compressor facilities are established at Duliajan. The major feedstock for the project is Natural Gas and it is transported through 18" Dia, 48 km length Rich/Lean Gas Pipelines (LDPL) from GDU Duliajan to BCPL Lepetkata Petrochemical Complex. This Pipeline system was commissioned in March'2014. These pipelines pass through agricultural area, forest, tea gardens and having many major/minor, rivers, road, rail and canal crossings.

BCPL intends to carry out the In-line Inspection of 18" dia. -48 kms Lepetkata-Duliajan Twin (Rich/Lean) Gas Pipelines using high resolution MFL Tools (Corrosion detection Pig & Axial Defect Detection) with XYZ mapping.

The nomenclature "OWNER" represents BCPL & "CONTRACTOR" represents the Bidder, in this document, wherever mentioned.

**A detailed geographical drawing is enclosed as Annexure-D.**

#### **1.0 OBJECTIVE**

The objective of the present pigging programme includes cleaning, gauging, electronic geometry pigging and in-line inspection (Corrosion Detection & Axial Defect Detection) with XYZ-Mapping using high-resolution MFL techniques (without disturbing the process) to assess the health of the pipeline in quantifiable terms and to get the base data.

#### **2.0 TECHNICAL DETAILS OF PIPELINE**

Pipeline is three-layer PE coated with Impressed Current Cathodic Protection System. Source of power for ICCP is CPTR and CPPSM units located at GDU, Duliajan and Lepetkata. Full-bore Sectionalizing Ball valves have been installed at a regular interval of approximately 15-20 kms. Pipelines have been provided with the Tele-supervisory and telecommunication system for efficient and safe operation. Pipeline system is provided with Launcher & Receiver facilities at both ends.

#### **2.1 TECHNICAL DETAILS OF PIPELINE**

**The details of pipelines under present scope of work for which ILI has been planned .**

|                                         |                                                      |
|-----------------------------------------|------------------------------------------------------|
| <b>Pipe Line Name :</b>                 | 18" Lepetkata-Duliajan Twin (Rich/Lean) Gas Pipeline |
| <b>Nominal Diameter of the Pipeline</b> | As per Annexure-A                                    |
| <b>Total length of the Pipelines</b>    | As per Annexure-A                                    |
| <b>Age of Pipeline</b>                  | As per Annexure-A                                    |
| <b>Wall thickness</b>                   | As per Annexure-A                                    |
| <b>Type of Welding</b>                  | SMAW                                                 |

|                                                                                               |                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Product Transported</b>                                                                    | Dry Natural Gas                                                                                                                                                                          |
| <b>Coating Type :</b>                                                                         | <b>External:</b> 3 Layer PE Coating.<br><b>Internal:</b> No Coating                                                                                                                      |
| <b>Type of Cathodic Protection Provided</b>                                                   | Impressed Current Cathodic Protection System                                                                                                                                             |
| <b>Product to be used during Inspection</b>                                                   | Natural Gas                                                                                                                                                                              |
| <b>Type of Flow</b>                                                                           | Laminar / Turbulent                                                                                                                                                                      |
| <b>Flow Velocity</b>                                                                          | As per <i>Annexure-A</i>                                                                                                                                                                 |
| <b>Pressure</b>                                                                               | As per <i>Annexure-A</i>                                                                                                                                                                 |
| <b>Temperature</b>                                                                            | (-)20 - 65 Degree C                                                                                                                                                                      |
| <b>Main Line Valve Type of Valve</b>                                                          | Full Bore Ball Valve for Natural Gas pipelines                                                                                                                                           |
| <b>Tees and Branches</b>                                                                      | Yes. All tees are flow tee                                                                                                                                                               |
| <b>Check Valve</b>                                                                            | NIL                                                                                                                                                                                      |
| <b>Loops and Expansion Bellows</b>                                                            | NIL                                                                                                                                                                                      |
| <b>Bend Radius</b>                                                                            | 6D                                                                                                                                                                                       |
| <b>Mitre bends on the Pipeline</b>                                                            | NIL                                                                                                                                                                                      |
| <b>Launcher &amp; Receiver</b>                                                                | Installed at each end of pipeline. Receiver & Launchers are as per international standards.                                                                                              |
| <b>Pipe Cover Depth</b><br><b>Average Pipe Cover Depth</b>                                    | 1.5 – 4.5 Meter ( at major river crossings)<br>1.2 to 1.5 Meter                                                                                                                          |
| <b>Crossings</b><br>Road Crossings<br>Railway Crossings<br>River Crossings<br>Canal Crossings | Crossings with higher wall thickness, details will be provided before execution of ILI jobs of each pipelines.                                                                           |
| <b>Pigging History</b>                                                                        | As per <i>Annexure-A</i>                                                                                                                                                                 |
| <b>Other Information</b>                                                                      | No failure so far; No operation problem experienced; No inhibitor used.                                                                                                                  |
| <b>HT CROSSINGS</b>                                                                           | Above ground HT crossings in the range of 132 KV AC transmission line at couple of locations. Details will be provided before execution of the ILI jobs as per the pigging requirements. |

The available gas velocities for different pipelines have been mentioned in the bidding document. Effort will be made to reduce the gas velocity up to maximum 5m/s during running of high-resolution intelligent pig.

The bidder must use velocity control device in the intelligent tools, which should be capable to detect & size all the defects in the mentioned conditions (*As per Annexure-A*) as per the conditions of the contract.

## 2.2

### DETAILED SCOPE OF WORK

The scope of work under this tender includes inline inspection of pipeline by running foam pig, gauge pig, cleaning Pigs (Magnetic/Brush), electronic geometry pig (EGP), High resolution MFL technology based **Corrosion Detection Pig & Axial Defect Detection Pig with XYZ mapping** for to detect and quantify internal /external corrosion, mechanical defects, laminations, Circumferential & axial cracks, stress corrosion cracks, Girth & seam weld defects, pipe wall thickness and other anomalies:

All facilities/ services that the CONTRACTOR feels necessary to complete the WORK (other than those specified in this contract in the scope of the OWNER) shall have to be arranged by them at no extra cost and time to the OWNER.

#### 2.2.1 **ACTIVITIES**

Following activities shall be required but not limited to complete the entire job to the satisfaction of the OWNER.

##### 2.2.1.1 **MOBILIZATION OF PIGGING & ITS ASSOCIATED MATERIALS**

Mobilization of all equipment e.g. High Density Foam Pigs, Cleaning pigs (Brush & Magnet Pigs), Gauging Pigs, Electronic Geometry Pigs, XYZ-Mapping tools, Intelligent pigs (**Corrosion Detection Pig & Axial Defect Detection**). Pig locating device, pig-tracking devices, permanent markers/above ground markers, spares, accessories, consumable & all other material & resources required to complete the job. The CONTRACTOR shall arrange transportation of men & material to work site of OWNER at their own cost.

The personnel of the contractor does not only includes experts for the intelligent pigging and data analyst but also personnel for Pig handling at launcher and receiver, Pig tracking personnel, NDT personnel along with equipments for dig verification, conveyance for transportation of contractor's men and machines at various sites etc. It is understood that this does not limit the scope of work of the CONTRACTOR in any way. The quantities to be mobilized (different types of pigs, pig tracking device, pipeline/Pig locator, Marker device, NDT machines etc.), their accessories, spares, and consumable need to be carefully evaluated by the Bidder taking the consideration that inline inspection of the pipelines has to be carried without any constraint. CONTRACTOR has to mobilize all types of required pigs, accessories, spares, pig locating and tracking devices, in adequate number for completion of entire job within the contract price without depending turnaround time of bringing the pig received from previous run from receiving station to launching station.

All the gauge & cleaning Pigs (Brush & Magnet) should be of bi-directional type.

##### 2.2.1.2 **RESOURCES TO BE MOBILISED BEFORE COMMENCEMENT OF THE JOB**

Sufficient quantities (for all the sizes of the pipelines) of Cleaning Pigs, foam Pigs shall be mobilized by the bidder before commencement of the job. However, Bidders are expected to make their own assessment of actual resources required by them and mobilize their resources accordingly. CONTRACTOR must ensure that in no case the site activities should suffer due to shortage of resources.

##### 2.2.1.3 **PIG TRACKING DEVICES AND TRANSMITTER FOR PIG TRACKING**

Contractor shall mobilize adequate number of tracking personnel along with tracker for tracking of pig in the pipeline under scope of work without waiting for turnaround time. Minimum Three (3) nos pig tracking devices & sufficient number of transmitters shall be mobilized by the contractor for tracking the pig during run. However, contractor should be in position to mobilize additional tracking devices if required depending on terrain, accessibility to tracking location etc.

#### 2.2.1.4 **CONSUMABLE**

The contractor shall mobilize sufficient quantity of spares (mechanical as well as electrical/electronic). However, Contractor must ensure that in no case the site activities should suffer due to shortage of spares. Following consumables (but not limited to) shall be mobilized in sufficient quantity.

- Sealing discs, guide discs of cleaning Pigs
- Sensors, batteries and other electrical and electronic consumable
- Rollers
- Connecting cables and clips, cords etc. as required
- Bolts and nuts, fasteners, pins, spacers and other similar mechanical consumables.
- Nitrogen filled cylinders along with all attachments
- Markers for placement (at every 2.5 Km intervals). Bidder should note that markers shall not be retrieved back after completion of the job
- Above ground markers (if applicable)
- All tools & tackles for pig assembly & preparation
- Primary and secondary sensors assembly for the XYZ, CDP & Axial defect detection Pig
- Cable cord, for electronic and sensors for each group of pipeline
- Electronic assembly including electronic cords, memory device and other electronic
- component which can be replaced at the site by the field personnel
- Set of all type of Batteries
- Magnet & brush assemblies
- Odometer wheel assembly including cable for each size of pipe
- Backup software required for calibration of EGP/XYZ / CDP/Axial Defect Detection Pig
- Spare battery backup for pig tracking devices and transmitters

#### 2.2.1.5 **TOOLS AND TACKLES**

The contractor shall mobilize following tools & tackles in adequate quantity:

- Tools and tackles required for servicing of Cleaning, Gauge, Brush, Cleaning Magnet, EGP, XYZ-Mapping Pig / Corrosion Detection Pig/ Axial Defect Detection Pigs.
- Pusher rod for pushing the pig inside the barrel.
- Lifting sling suitable for each type of pig.
- Tools & tackle for pulling the tool out of receiver barrel.
- Non-sparking tools to work at hazardous location.
- Nitrogen cylinder with regulator and key (at least 01 cylinder at Launcher & 01 cylinder at Receiver during run of each PIG).

- Other equipments required for interpretation of data of EGP, Corrosion Detection Pig & Axial Defect Detection Pig.

#### 2.2.1.6 **MANPOWER & VEHICLE**

During cleaning Pigging operations, two teams with adequate experts, qualified personnel & helpers, one for launching and the other for receiving shall be deployed by the contractor along with the tools and tackles. In each tracking location, adequate number of personnel with tracking device shall be deputed. All the tracking personnel should have a proper communication device/ Cell phone. There shall be at least one project Manager to co-ordinate with Pigging team and BCPL.

Apart from pigging experts, following minimum number of skilled / unskilled personnel / labour & vehicles shall be mobilized by the contractor at each Pigging site:

- 1 skilled & 2 unskilled personnel/labour at launching site.
- 1 skilled & 2 unskilled personnel/labour at receiving site.
- 1 skilled personnel for Pig locating.
- 2 vehicles, one at receiver / launcher & one for pig locating team.
- All lifting / handling tools & transportation vehicle as & when required.

All facilities / services, tools, consumable, work force and equipments that the CONTRACTOR feels necessary to complete the WORK apart from the facilities/ services mentioned under Owner's obligation (clause no. 18 of SCC) shall have to be arranged and transported to work site by the CONTRACTOR at no extra cost and time to the owner (BCPL).

In case of non-mobilization of the resources, penalties will be applicable as mentioned in the "Payment terms" of SCC.

#### 2.2.1.7 **PERMANENT MARKERS**

CONTRACTOR shall supply permanent markers at least **15** days before start of the pigging jobs of the pipeline for **installation by the Contractor**. The markers will be installed on the pipeline **at 2.5 KM interval**, irrespective of availability of existing permanent pipeline markers / installations. These permanent markers shall not be retrieved back after completion of inspection work and shall not be taken back by the Contractor. The maximum coating thickness on the pipeline is 2.5 mm. Contractor shall deploy markers of adequate strength/quality so that the same is detected by high resolution Inspection Pig during inspection at above coating thickness and mentioned gas velocities. The contractor has to submit details of the marker location with GPS co-ordinate. The GPS is to be arranged by the Contractor.

During installation of markers, the representative of the contractor shall be present and ensure its proper installation. It shall be the Pigging contractor's responsibility in case the tool does not identify the markers. The pigging contractor shall be responsible for identifying the exact location of the defect with reference to the markers.

#### 2.2.1.8 **PULL THROUGH TEST**

Contractor shall Conduct Calibration / Pull through test of Corrosion Detection Pigs & Axial defect detection Pigs at Contractor's work facilities prior to mobilization of pig at sites.

Owner / Owner's appointed third party inspector at their cost shall witness the Pull through test to ascertain diagnostic capability, reliability etc. of the inspection tools to be deployed at site. During pull through test, the OWNER representatives shall be allowed to share technical information related to intelligent Pigs, including test pipe data, tool velocity, magnetization level achieved and metal loss inspection performance achieved during testing. The owner/ Third party inspector shall have discretion to make changes/ creation of new defects in the test pipe, if felt necessary & the contractor shall facilitate in creating such defects. Pull through test report comprising of all the data collected by Intelligent Tool for Corrosion Detection Pigs & Axial defect detection Pigs shall be submitted within seven days of performing the test. If during the pull through test, the pig fails to detect and size the defect as per the specified detection capability of the Intelligent Pigs (mentioned in the tender document), the pull through test of the pig will be considered as failed.

The test certificates (duly certified by the OWNER's representative, if witnessed) shall be submitted to the OWNER in English language.

The contractor shall ensure that only those intelligent tools shall be used during ILI of the pipelines on which Pull through has been performed successfully.

## **2.2.2 APPLICABLE STANDARDS**

The following standards formulated / issued by NACE International, API and ASME shall be the guiding documents for execution of the scope of work for the contract.

|      |                     |                                                                     |
|------|---------------------|---------------------------------------------------------------------|
| i.   | <b>NACE RP0102</b>  | Standard recommend practice in line inspection pipe line            |
| ii.  | <b>API 1160</b>     | Managing System Integrity for Hazardous Liquid Pipelines            |
| iii. | <b>API 1163</b>     | In-line Inspection Systems Qualification Standard                   |
| iv.  | <b>ASME B31.8 S</b> | Managing system integrity of gas pipelines                          |
| v.   | <b>ASME B31G</b>    | Manual for determining the remaining strength of corroded pipelines |

In case of deviations / disputes, the Tender Clauses will supercede.

## **2.2.3 MODALITIES OF PIGGING**

- 2.2.3.1 Carrying out 01 (one) number of high density foam pigs run in each pipeline covered under SCOPE OF WORK prior to running of gauge pigs to make final assessment of the line Piggability.
- 2.2.3.2 Carrying out 01 (one) number of gauging pig run in each pipeline covered under SCOPE OF WORK including pig tracking, prior to running of cleaning pigs to make final assessment of the line Piggability. The minimum acceptability criteria for reduction in ID (for commencement of further pigging activities) shall not be less than be 5%.
- 2.2.3.3 After the run of gauge pig if it is observed that the reduction of ID in any section is not within the acceptable limit, then EGP (electronic geometry Pig) shall be run to assess the location & sizing of the defects. The owner will take decision on next course of action whether to repair the section for further Pigging or to suspend the pigging operation for that particular section.

2.2.3.4 Carrying out 04 nos. of cleaning pig run of any combination of Brush pig and magnetic pig as decided by the OWNER in each pipeline covered under SCOPE OF WORK including pig tracking. The degree of-cleanliness of pipeline will be based on either of the following criteria:

- *The pipeline may be considered clean subject to negligible amount of debris collected in the last Magnet Pig run.*
- *Magnets onto the magnet pig shall have collected less ferrous debris than the magnet can hold.*

After meeting above-mentioned Cleaning criteria, if the contractor still feels that further cleaning runs will be required, then the same shall be done by the contractor without any extra cost to BCPL.

- During the pigging of each pipeline, collected pipeline debris / deposits shall be chemically analyzed w.r.t. Fe, Fe<sub>2</sub>O<sub>3</sub>, Si, S, H<sub>2</sub>O, pH value; SRB, sulphates, carbonates etc., and records for quantity and quality shall be submitted to BCPL for future reference and the same shall be carried out through reputed laboratory by contractor without no additional cost to BCPL.

2.2.3.4.1 Extra Cleaning (if necessary): If in any pipeline the piggability/ cleanliness as per the criteria mentioned above could not be achieved after the above Pig runs, then the contractor has to run the required no of extra pigs (any type foam/gauge/ magnetic/ brush pigs) to achieve the required degree of cleanliness/piggability assessment. For the extra run of cleaning (apart from the mandatory 1no. Foam, 1 no. Gauge, 4nos. cleaning pig run), no extra payment shall be made to the CONTRACTOR on account of extra run of cleaning Pigs. The contractor has to mobilize his manpower and necessary Pigs as per the requirement. It may be noted that BCPL has commissioned these pipelines in March'2014 and dry gas is transported through these pipelines, hence chances of extra cleaning are very less, however extra cleaning if at all is required same shall be done by the CONTRACTOR without any cost implication to BCPL.

2.2.3.6 Carrying out Electronic Geometry Pigging (EGP) before launching Intelligent tools in each pipeline including pig tracking to generate valid and physically verifiable data for identification of defects/anomalies and submit the detailed daily report indicating the data is generated for the entire length of pipeline. The preliminary site report shall be submitted by Contractor along with the typical data logs of EGP.

2.2.3.7 Carrying out adequate number of XYZ-Mapping pig runs in each pipeline covered under SCOPE OF WORK including pig tracking for each pipeline. BCPL intends to get three-dimensional virtual computerized view of the entire pipeline so that navigation can be done along the virtual pipeline and locate individual defects (with GPS coordinates) and other features of the pipeline.

However, this XYZ mapping tool can be a combination tool with corrosion detection Pig or axial defect detection Pig. In that case separate running of XYZ-mapping tool will not be required.

2.2.3.8 Carrying out adequate number of Corrosion Detection Pig runs in each pipeline by running high resolution MFL tool including pig tracking on each pipeline to generate valid and physically verifiable data for identification of external and internal corrosion,

other defects/anomalies location of girth weld, valves, lateral joints and tees and submit the detailed daily report indicating the data is generated for the entire length of pipeline. The preliminary on-site report shall be submitted within 10 Days after MFL run by Contractor along with the typical data logs of CDP.

- 2.2.3.9 Carrying out adequate number of axial defect detection pig runs by running high resolution Axial Defect Detection (based on MFL) tool including pig tracking to generate valid and physically verifiable data for identification of & sizing of the defects (internal & external) along the axial direction of pipe which includes but not limited to axial cracks, stress corrosion cracks, weld seam defects etc and submit the detailed daily report indicating the data is generated for the entire length of pipeline. The preliminary on-site report shall be submitted within 10 Days after MFL run by Contractor.
- 2.2.3.10 After successful run (within the acceptable limit of dents/mechanical defects if any) of the Gauge Pig, the pipeline will be considered as Piggable. In case verifiable data could not be received by XYZ-Mapping or Intelligent Tools for what so ever reason may be, the re-run of the Pig will be done by the Contractor without any extra cost to BCPL.
- 2.2.3.11 There may be  $\pm 5\%$  variation in the Length of a pipeline (As mentioned at Annexure-A). No extra payment shall be made on account of variation in the measured & mentioned Length of pipeline.

#### 2.2.4 **DEFECT VERIFICATION**

The CONTRACTOR shall provide list of various type of defects with details (location, type, sizing accuracy, orientation, internal/external etc as per pipetally) in the preliminary reports. Out of which, 05 (five) detected defects for each pipeline shall be verified by the owner. The location of the defects shall be identifiable with any normal GPS device with  $\pm 1$ -meter accuracy. The excavation, removal of coating, cleaning of surface by excavating, removing the coating, re-coating of the pipe (after defect verification by the contractor), and restoration of ROU will be done by BCPL. Non-Destructive testing shall be done by the Contractor (including mobilization of required instruments/equipment such as UT flaw detector etc.) to confirm the accuracy of detected defect to Owner / their authorized third party inspection agency to the satisfaction of Engineer-In-Charge.

In case of mismatch in results of dig verification & ILI Report at more than 01 (one) location with respect to accuracy, location coordinates, orientation, type of defect i.e. internal / external as per the specifications mentioned in Clause No. 2.5.11 of the Scope of Work, the PIG run shall be treated as unsuccessful & action will be taken as per tender terms & conditions.

In- case a mismatch is observed between the reported defect based on the intelligent Piggings by the contractor and that of dig verification, then cost incurred in excavation, backfilling and coating repair shall be charged to the contractor as per actual, based on the prevailing market rate in India. This is applicable to the mismatch that is within the acceptable limit of POD (Probability of Detection) also.

As pigging contractor shall install the permanent markers (along with the GPS) by engaging local contractor or themselves, BCPL shall not be responsible for any wrong installation of Permanent marker.

### 2.2.5 **DEMOBILIZATION**

Demobilization of all contractors' tools, personnel, equipment after successful completion of all pigging activities for all the pipelines shall be done by the Contractor. Contractor can demobilize the high-resolution intelligent pig after completion of the last pipeline. If inspection survey of a particular pipeline(s) is/are declared unsuccessful during the defect verification then contractor has to remobilize the high-resolution tool at no extra cost to OWNER and within the time schedule as per contract to carry out inspection of pipeline(s), which are declared as unsuccessful.

Before demobilizing, the contractor has to ensure proper cleanliness of the working sites, to the satisfaction of the OWNER.

### 2.2.6 **OPERATION MANUAL, PROCEDURE DOCUMENTS REPORTS etc.**

Preparation and submission of Operation Manual and Work Procedure for execution of the field activities for the various Pigs and pipeline covered under scope of work before commencement of the job for OWNER's approval.

Preparation and submission of daily site report after completion of each pigging activity.

Preparation of Preliminary report based on results of EGP, Corrosion Detection Pigging & Axial defect detection Pigging giving location/sites for Dig verification along with XYZ-mapping of the defects. Preliminary Report shall be submitted within 30 Days of after submission of on-site report.

Analysis of the Corrosion Detection Pigging & Axial Defect Detection Pigging data shall be carried out at Contractor's works site.

Separate defect analysis data for EGP, CDP based on the XYZ-mapping shall be provided in addition to the combined data.

Preparation and submission of the final work report for each pipeline on completion of field activities of the particular pipeline for approval to the Owner. The final work report shall include foam, gauging, cleaning, calliper, corrosion detection pig runs & axial defect detection Pig runs details with operational and functional parameters, daily detailed site report of each run with observations, individual feature report, severity analysis, velocity plot of Intelligent pig, defect distribution along the length of pipeline and report of dig verification etc. **Final Report shall be submitted within 30 Days after Dig Verification.**

Submission of Recommendation for Repair Report (RRR) and Fitness for Purpose (FFP) report after the acceptance of Final Work Report by BCPL and within the contractual time of completion. The FFP report shall be as per the guidelines of ASME B31G (latest edition) standard. **FFP-RRR report shall be submitted within 15 days after submission of final report.**

Contractor shall inform in writing about corrosion anomalies / corrosion clusters with a calculated ERF(Estimated Repair Factor)  $\geq 1$ , anomalies with a calculated wall loss  $\geq 80$  % & ID anomalies with ID reduction  $\geq 6$  % within 10 days of intelligent pig run (CDP /ADD /EGP).

The reports shall be submitted in hard as well as in soft compatible to normal windows platform so that the same can be easily accessed through any PC system.

### 2.3 **CONTINGENCY WORKS**

BIDDER shall submit along with his offer, all foreseeable abnormal circumstances during the execution of the project for enabling the Owner to take appropriate measures in time. The Owner will prepare a contingency plan incorporating all abnormal situations to overcome such situations, if the same arise during the implementation of the project.

In the event of pig (upto gauge pig) getting stuck in the pipeline during the first time of pigging activity because of the anomaly in pipeline construction, CONTRACTOR shall assist BCPL in the retrieval of the tool. This assistance will be limited to his providing advice and help in operation for salvaging the tool and in putting back the pipeline in normal operating condition.

### 2.4 **ABNORMAL SITUATIONS**

The objective of this section is to write down foreseeable abnormal circumstances for taking appropriate measures, when such a condition arises during implementation of the Project.

BCPL has foreseen following abnormal conditions. However, if the BIDDER foresees any other abnormal condition, he is free to make a mention of the same in his Technical BID offer.

#### 2.4.1 **MAJOR MODIFICATION IN PIPELINE**

During execution of pigging for the pipeline defined in the 'Scope of Work' of this document, if it is found that it is not feasible to proceed with subsequent stage of pigging in the pipeline, unless major rectification of certain areas of pipeline are completed, then, the BCPL and the CONTRACTOR shall hold discussion and come to a mutual agreement about revised pigging program for that section of the pipeline. What constitute a major modification shall be decided by BCPL and communicated to the contractor.

#### 2.4.2 **TOOL FAILURE**

CONTRACTOR is required to get valid interpretable and physically verifiable data for each pipeline.

In case CONTRACTOR is not able to perform to the satisfaction of BCPL and could not obtain valid data for each pipeline covered under SCOPE OF WORK during the electronic geometry pig runs and intelligent pig runs, the payment shall be made as per provision of clause 21.0 of SCC, (Terms of Payment).

In case CONTRACTOR'S equipment fails to perform electronic geometry pre-inspection and/or intelligent pigging inspection to generate valid data for any of the pipeline, CONTRACTOR will make extra runs of Pigs to get valid and physically verifiable data. The scheduled completion date shall remain unaltered under such circumstances.

The replacement/repair/modification of the Contractor's equipments shall be decided by the CONTRACTOR. The CONTRACTOR shall be responsible for all costs including but not limited to transport from/to India, re-export duty/ Custom duty for Import/re-Import of the replaced/modified/ repaired EQUIPMENT without any additional

payment from BCPL on this account and the completion time shall be inclusive of the time lapsed in such cases.

#### 2.4.3 **STUCK - UP TOOL**

The BIDDER shall provide a contingency plan in the BID as proposed by him in case any of the pigs get stuck up. The plan shall identify procedure for exactly locating the stuck up pig, equipment including support facilities required to retrieve the pig and maintain the flow with minimum loss of time and optimum efforts.

In the event of pig getting stuck (up to gauge pig) in any of the pipeline because of the pipeline construction, the CONTRACTOR shall assist BCPL in retrieval of the tool. The assistance in the field will be limited to his providing advice and help in operation. After retrieval of the pig, decision to continue with the next phase of activities shall be taken by BCPL. Locating the stuck pigs shall be the responsibility of CONTRACTOR.

Reverse flow is not possible. Pressure surges may be possible which need to be critically planned in consultation with BCPL and CONTRACTOR.

If gauge pig get stuck due to some anomaly/reduction in diameter of pipeline then the cost of replacement will be borne by Owner. However, locating the stuck pig is the responsibility of pigging contractor with an accuracy of +10m. If gauge pig gets stuck due to contractors fault then replacement cost shall be borne by Pigging Contractor.

After successful Gauge Pigging, if any subsequent pig get stuck then replacement cost shall be borne by Pigging Contractor as per actual, based on the prevailing market rate in India. However, consequential damages shall not be charged from pigging contractor. After fabrication & erection and resumption of flow, pigging Contractor shall run Gauge pig to check internal restriction, if any. The replacement cost includes but not limited to Hot tapping, bypass loop installation, stoppling operation, Pipe cutting, etc. for pig retrieval and necessary erection, fabrication and modification of pipe with new pipe piece.

#### 2.4.4 **MISMATCH OF INSPECTION RESULTS WITH ACTUAL DEFECTS DURING SITE VERIFICATION**

In case of variance between the results of physical defect verification and the results reported by the contractor on the basis of intelligent pigging (after considering the tolerance as provided in the contract) of the pipeline, BCPL shall review the entire case in consultation with the contractor and shall reserve the right to terminate the contract at their discretion and the payment for the work done up to such stage shall be made as per SCC clause No 21.0 (Terms of payments).

### 2.5 **TECHNICAL SPECIFICATIONS**

#### 2.5.1 **INTENT**

- (i) The intent of the specification is to set forth the requirements of the in-line inspection of the pipelines as mentioned in Annexure-A using EGP, high resolution MFL based Intelligent Pigs i.e., CDP & ADDP, after properly cleaning, gauging & XYZ mapping of the pipelines without disturbing the process parameters with the help of an experienced renowned Intelligent Pigging Contractor.

- (ii) This requirement does not relieve the CONTRACTOR of his responsibility to carry out all activities successfully as defined in scope of WORK and to obtain valid, interpretable and physical verifiable data from the intelligent pig runs about the condition of the pipeline.
- (iii) Other than Foam Pig, all the Gauge & Cleaning pigs (Brush & Magnetic) shall be Bi-directional type and the intelligent Pigs shall be of high resolution MFL type.
- (iv) The submitted reports shall be compatible to normal window based operating platform so that the same can be easily accessed through any PC system.

#### **2.5.2 TECHNIQUES FOR INTELLIGENT PIGGING**

The Corrosion Detection tools used for In-line Inspection of pipelines covered under "Scope of Work" in response to this bid, shall be High resolution inspection tool based on Magnetic Flux leakage Technology.

#### **2.5.3 VELOCITY OF DIFFERENT PIGS**

The available gas velocities for different pipelines have been mentioned in the bidding document of pipelines at **Annexure-A**. Efforts will be made to reduce the gas velocity up to maximum 5 m/s during run of high-resolution intelligent pig.

CONTRACTOR shall maintain velocities of different pigs (by using various techniques to control the velocity of pigs) in such a manner that normal flow through a particular pipeline while a particular pig is travelling is not required to be altered. The bidders proposed tool should be capable to handle flow variation because of any unforeseen process disturbances.

The bidder shall use velocity control device, wherever required in the intelligent tools to ensure collection of satisfactory / quality data. The Intelligent Pigging tools should be capable to detect & size all the defects in the above-mentioned operating conditions as per the conditions of the contract.

#### **2.5.4 HIGH DENSITY FOAM PIG , GAUGE AND CLEANING PIG RUNS**

Prior to launching of EGP, corrosion detection pigs, CONTRACTOR shall complete all activities required to check the piggability-and cleanliness of pipeline and to verify the internal geometry of the pipeline with relation to ovality, dent etc. and to ensure that internal bore restriction at any location does not exceed the limitation of proposed tools to be used subsequently. For details, refer clause no. 2.2.3.

#### **2.5.5 ELECTRONIC GEOMETRY (CALIPER) PIG RUNS**

The electronic geometry (caliper) pig should be capable of recording the entire length of each pipeline i.e. from launcher to receiver in one single run and therefore its electronic recorder system should have requisite data storage capacity. Battery life therefore should be adequate to commensurate with the run time required to travel the pipe length of each pipeline and the drive cups should have requisite resistance to wear and tear to maintain effective seal throughout the entire run time.

The measurement shall cover the entire 360 degree of internal pipe wall circumference using properly oriented and sufficient quantity of sensors. The tool should be capable to identify and locate the following features as a minimum.

- Individual Girth weld

- Dent, ovality, buckles, or any other out of roundness, change in pipeline I.D. and difference of thickness.
- Bend with bend radius and degree of bend.
- Valves or any partially closed valves.

**The bidder shall furnish the detailed specifications of Calliper pig in the offer.**

## 2.5.6 XYZ-Mapping Tool

High resolution XYZ MAPPING TOOL for identification of 3- dimensional geographical pipeline coordinates by inertial navigation unit. The tool shall be compatible for the following:

- XYZ MAPPING REPORTS with xyz coordinates of all items
- List of installations
- List of bends
- List of geometric anomalies
- List of GPS – marker / reference points
- Pipe tally
- XYZ coordinates of pipe centreline
- XYZ coordinates of girth welds, valves, bends and other installations
- Bend information (angle, direction and radius)
- Feature sizing (dents, ovalities “out of roundness”)
- To get three-dimensional virtual computerised view of the entire pipeline so that navigation can be done along the virtual pipeline and locate individual defects (with GPS coordinates) and other features of the pipeline.
- The XYZ mapping report shall be compatible to any normal window based operating platform.

## 2.5.7 INTELLIGENT PIG RUNS

2.5.7.1 Upon completion of all preceding activities (foam, cleaning, gauging, EGP, XYZ-Mapping) and based on their results CONTRACTOR shall intimate about the readiness for running the high resolution Corrosion Detection Pig. COMPANY shall indicate the exact time of launching the corrosion detection pig in consultation with CONTRACTOR.

The contractor shall run its high-resolution axial defect detection Pig (ADD) after the successful corrosion detection Pig (CDP) run.

**Permanent Marker** devices shall be placed at **2.5 km** interval in each pipeline prior to running of EGP/Intelligent Pigs. Permanent marker shall be supplied by the contractor for this purpose and shall not be retrieved back.

The **Corrosion detection Pig** proposed by the BIDDER should be capable of identifying & sizing the following anomalies keeping in view the defect significance details mentioned in the tender document:-

- |                                   |                             |
|-----------------------------------|-----------------------------|
| * General corrosion               | * Pitting corrosion         |
| * Mechanical damages              | * Laminations               |
| * Circumferential cracks/grooving | * Girth weld defects        |
| * Circumferential slotting        | * Bulges, dents, ovalities. |

- \* Measuring pipe wall thickness
- \* Measuring pipe & spool lengths
- \* Locating metallic objects near P/L
- \* Run distance measurement
- \* Manufacturing defects
- \* Pin Hole Detection

The Axial defect detection Pig proposed by the BIDDER should be capable of identifying & sizing the following anomalies keeping in view the defect significance detailed as given in coming pages:-

- \* General corrosion
- \* Mechanical damages
- \* Axial cracks/grooving
- \* Bulges, dents, ovalities.
- \* Run distance measurement
- \* Manufacturing defects
- \* Longitudinal weld seam defects
- \* Pitting corrosion
- \* Laminations
- \* Stress corrosion cracks
- \* Measuring pipe wall thickness.
- \* Measuring pipe & spool lengths
- \* Locating metallic objects near P/L
- \* Axial Slotting

**The bidder shall furnish the detailed specifications of intelligent pig in the offer.**

2.5.7.2 The maximum acceptable sensor loss (primary sensors) for MFL tools is 3% and Continuous loss of data from more than three adjacent sensors or 25 mm circumference (whichever is smallest) at critical places (i.e. bottom of line) is not acceptable.

2.5.7.3 The typical specifications for high-resolution MFL tools shall be:

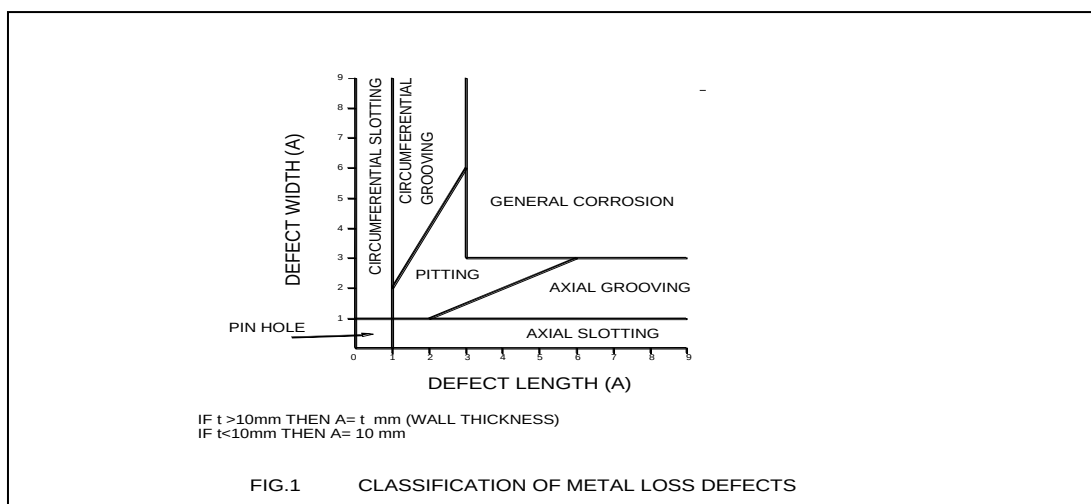
- Minimum magnetic field strength: 10 KA/m
- Minimum magnetic flux density: 1.7 T.

## 2.5.8 DEFECT SIGNIFICANCE

### 2.5.8.1 The following information/performance is expected of the Geometry survey

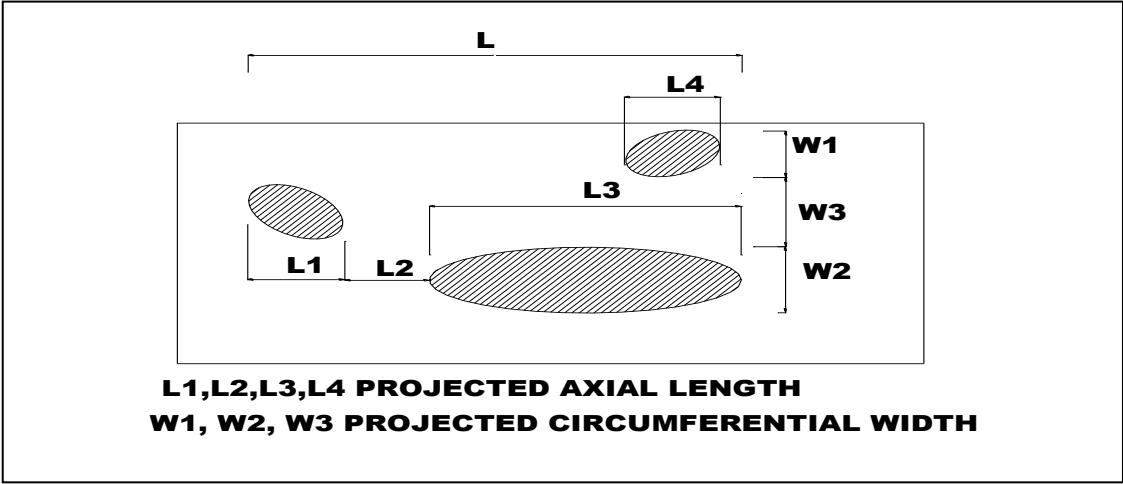
The Electronic Geometry Pig should detect a DENT OF at least 2% of INTERNAL DIAMETER. The geometry defect should be located in the field with an accuracy of +/- 1.0% of distance travelled from nearest marker or pipeline feature. A report for the same shall be provided separately.

2.5.8.2 The classification of metal loss defects used for specifying the detection and sizing accuracy of Corrosion Detection pig is given in Fig.1.



The following information/performance is expected out of the intelligent pig inspection:

The external or internal metal loss/mechanical defects should be identified, discriminated, sized (L x B x D) and suitably reported in a mutually agreed manner. To check the effect of inter-active corrosion if a cluster of pits is identified close to each other, values of L1, L2, L3, L4...and W1, W2, W3.... Should be reported and the location of each pit cluster is to be identified with reference to permanent pipeline feature.



Any metal loss in the heat-affected zone of the weld should be specifically highlighted in the report but may not be sized.

**2.5.9 MAXIMUM RUN LENGTH OF LIVE TOOL**

The BIDDER must specify in his offer the maximum length, which can be inspected in one single continuous run by the tool proposed by him. It is required to complete the entire run length of each pipelines in a single run.

**2.5.10 ACCURACY OF DEFECTS**

The best accuracy offered and guaranteed by the BIDDER for each category of defect should be clearly spelt out. The BIDDER must define the “pitting corrosion”, general corrosion, stress corrosion cracks and the accuracy offered by him in each case for a) depth of corrosion, b) Axial and Circumferential location of corrosion and, c) length of corrosion. For Axial, defect detection tool the axial cracks, SCC colonies and the accuracy offered by him in each case for length, width, depth & circumferential location.

**2.5.11 CONFIDENCE LEVEL AND PROBABILITY OF DETECTION**

**[A]. FOR CORROSION DETECTION PIG ( CDP) & AXIAL DEFECT DETECTION PIG (ADD)**

The intelligent pigs should have as a minimum, the following capabilities with 80% confidence level and 90% probability of detection (POD).

**I) DETECTION CAPABILITY AND SIZING ACCURACY**

**(MINIMUM REQUIREMENT) FOR ANOMALIES IN THE BODY OF PIPE**

| IDENTIFICATION / | MINIMUM | SIZING ACCURACY AT 80% CONFIDENCE |
|------------------|---------|-----------------------------------|
|------------------|---------|-----------------------------------|

| CHARACTERISATION OF DEFECT                                                                                                                       | DETECTION CAPABILITY OF DEPTH AT 90% POD             | LEVEL                                                |                                                                                    |                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|                                                                                                                                                  |                                                      | DEPTH                                                | LENGTH                                                                             | WIDTH                                                                              |
| GENERAL CORROSION<br>$W \geq 3t, L \geq 3t$                                                                                                      | 0.1t (CDP) / 0.2t(ADD)                               | $\pm 0.1t$ (CDP) / $\pm 0.15t$ (ADD)                 | $\pm 20\text{MM}$ (CDP) / $\pm 20\text{MM}$ (ADD)                                  | $\pm 20\text{MM}$ (CDP) / $\pm 20\text{MM}$ (ADD)                                  |
| PITTING CORROSION<br>A : $1t \times 1t < L \times W < 2t \times 2t$<br>C: $2t < L < 6t$ & $1t < W < 3t$<br>&<br>C: $2t < W < 6t$ & $1t < L < 3t$ | 0.15t(CDP) / 0.2t(ADD)<br><br>0.15t(CDP) / 0.2t(ADD) | 0.15t(CDP) / 0.2t(ADD)<br><br>0.15t(CDP) / 0.2t(ADD) | $\pm 15\text{ MM}$ (For both CDP & ADD)<br>$\pm 15\text{ MM}$ (For both CDP & ADD) | $\pm 15\text{ MM}$ (For both CDP & ADD)<br>$\pm 15\text{ MM}$ (For both CDP & ADD) |
| AXIAL GROOVING<br>$1t \leq W \leq 3t, L \geq 2t$                                                                                                 | 0.20t(CDP) / 0.20t (ADD)                             | $\pm 0.20t$ (CDP) / $\pm 0.15t$ (ADD)                | $\pm 20\text{ MM}$ (For both CDP & ADD)                                            | $\pm 20\text{ MM}$ (For both CDP & ADD)                                            |
| CIRCUMFERENTIAL GROOVING<br>$1t \leq L \leq 3t, W \geq 2t$                                                                                       | 0.15t (For CDP only)                                 | $\pm 0.20t$ (For CDP only)                           | $\pm 20\text{ MM}$ (For CDP only)                                                  | $\pm 15\text{ MM}$ (For CDP only)                                                  |
| AXIAL SLOTTING<br>$0 < W \leq 1t, L \geq 1t$                                                                                                     | 0.2t (for ADD only)                                  | $\pm 0.2t$ (for ADD only)                            | $\pm 15\text{ MM}$ (For ADD only)                                                  | $\pm 15\text{ MM}$ (For ADD only)                                                  |
| CIRCUMFERENTIAL SLOTTING<br>$0 < L \leq t, W \geq 1t$                                                                                            | 0.20t (For CDP only)                                 | $\pm 0.20t$ (For CDP only)                           | $\pm 20\text{ MM}$ (For CDP only)                                                  | $\pm 20\text{ MM}$ (For CDP only)                                                  |

L : Axial length of the defect

W : Width of the defect

t : Wall thickness of pipeline or 10mm whichever is more

#### **DETECTION CAPABILITY AND SIZING ACCURACY (MINIMUM REQUIREMENT) FOR PIN HOLE ANOMALIES**

| IDENTIFICATION / CHARACTERISATION OF DEFECT   | MINIMUM DETECTION CAPABILITY OF DEPTH AT 90% POD | DEPTH SIZING ACCURACY AT 80% CONFIDENCE LEVEL |
|-----------------------------------------------|--------------------------------------------------|-----------------------------------------------|
| PIN HOLE<br>$W > 5\text{ mm}, L > 5\text{mm}$ | 0.2t (CDP) / 0.2t (ADD)                          | $\pm 0.25t$ (CDP) / $\pm 0.25t$ (ADD)         |

L : Axial length of the defect

W : Width of the defect

t : Wall thickness of pipeline or 10mm whichever is more

## **II) DETECTION CAPABILITY AND SIZING ACCURACY**

**(MINIMUM REQUIREMENT) IN GIRTH WELD**

| IDENTIFICATION / CHARACTERISATION DEFECT                   | MINIMUM DETECTION CAPABILITY OF DEPTH AT 90% POD | SIZING ACCURACY AT 80% CONFIDENCE LEVEL |                                                   |                                                   |
|------------------------------------------------------------|--------------------------------------------------|-----------------------------------------|---------------------------------------------------|---------------------------------------------------|
|                                                            |                                                  | DEPTH                                   | LENGTH                                            | WIDTH                                             |
| GENERAL CORROSION<br>$W \geq 3t, L \geq 3t$                | 0.25t (CDP) / 0.3t(ADD)                          | $\pm 0.25t$ (CDP) / $\pm 0.3t$ (ADD)    | $\pm 30\text{MM}$ (CDP) / $\pm 30\text{MM}$ (ADD) | $\pm 30\text{MM}$ (CDP) / $\pm 30\text{MM}$ (ADD) |
| PITTING CORROSION                                          | 0.3t (CDP) / 0.3t(ADD)                           | $\pm 0.3t$ (CDP) / $\pm 0.4t$ (ADD)     | $\pm 25\text{MM}$ (CDP) / $\pm 25\text{MM}$ (ADD) | $\pm 25\text{MM}$ (CDP) / $\pm 25\text{MM}$ (ADD) |
| AXIAL GROOVING<br>$1t \leq W \leq 3t, L > 2t$              | 0.4t(CDP) / 0.3t (ADD)                           | $\pm 0.4t$ (CDP) / $\pm 0.3t$ (ADD)     | $\pm 25\text{MM}$ (CDP) / $\pm 25\text{MM}$ (ADD) | $\pm 25\text{MM}$ (CDP) / $\pm 25\text{MM}$ (ADD) |
| CIRCUMFERENTIAL GROOVING<br>$1t \leq L \leq 3t, W \geq 2t$ | 0.2t<br>(For CDP only)                           | $\pm 0.2t$<br>(For CDP only)            | $\pm 25\text{ MM}$<br>(For CDP only )             | $\pm 25\text{ MM}$<br>(For CDP only )             |
| CIRCUMFERENTIAL SLOTTING<br>$0 < L \leq t, W \geq 1t$      | 0.2t<br>(For CDP only)                           | $\pm 0.2t$<br>(For CDP only)            | $\pm 25\text{ MM}$<br>(For CDP only )             | $\pm 25\text{ MM}$<br>(For CDP only )             |

L : Axial length of the defect

W : Width of the defect

t : Wall thickness of pipeline or 10mm whichever is more

**III) DETECTION CAPABILITY AND SIZING ACCURACY**

**(MINIMUM REQUIREMENT) IN CRACK OR CRACK LIKE FEATURE**

| IDENTIFICATION / CHARACTERISATION DEFECT | MINIMUM DETECTION CAPABILITY OF DEPTH AT 90% POD | SIZING ACCURACY AT 80% CONFIDENCE LEVEL |                                     |                           |
|------------------------------------------|--------------------------------------------------|-----------------------------------------|-------------------------------------|---------------------------|
|                                          |                                                  | DEPTH                                   | LENGTH                              | WIDTH                     |
| CIRCUMFERENTIAL CRACK                    | 0.3t<br>(For CDP only)                           | $\pm 0.25t$<br>(For CDP only)           | $\pm 25\text{MM}$<br>(For CDP only) | Minimum crack opening 1mm |
| AXIAL CRACK                              | 0.3t<br>(For ADD only)                           | $\pm 0.25t$<br>(For ADD only)           | $\pm 25\text{MM}$<br>(For ADD only) | Minimum crack opening 1mm |

L : Axial length of the defect

W : Width of the defect

t : Wall thickness of pipeline or 10mm whichever is more

**IV) LOCATIONAL ACCURACY (MINIMUM REQUIREMENT) FOR BOTH CDP**

|   |       |  |
|---|-------|--|
| A | AXIAL |  |
|---|-------|--|

|   |                            |                                                          |
|---|----------------------------|----------------------------------------------------------|
|   | WITHIN PIPE<br>FROM MARKER | $\pm 0.10M$<br>$\pm(1.0M+1\%$ of the distance travelled) |
| B | CIRCUMFERENTIAL            | $\pm 10$ DEGREE                                          |

**[B]. XYZ-MAPPING TOOL ACCURACY (MINIMUM REQUIREMENT)**

|                                                                                      |               |
|--------------------------------------------------------------------------------------|---------------|
| Axial position accuracy from reference marker                                        | 1:1000        |
| Axial position from closest weld                                                     | $\pm 0.15$ m  |
| Top position accuracy                                                                | $\pm 5^\circ$ |
| Accuracy with Tie - Points given every 2500 m,<br>(80% confidence, $v \geq 1.0$ m/s) | 1.0 m         |

**Resolution Of Measurement Parameters**

The following units and resolution shall be used for the measurement parameters:

| Definition                     | Metric/SI units         | Alternative units        |
|--------------------------------|-------------------------|--------------------------|
| Log-distances                  | 0.001 m                 | 0.1 inch                 |
| Feature length and width       | 1 mm                    | 0.01 inch                |
| Feature depth                  | 0.1 mm or 1%            | 0.01" or 1%              |
| Reference wall thickness       | 0.1 mm or 1%            | 0.01" or 1%              |
| Orientation                    | $0.5^\circ$ or 1 minute | 1 minute                 |
| ERF                            | 0.01                    | 0.01                     |
| Magnetic field strength (H)    | 0.1 kA/m                | 1 Oe (Oersted)           |
| Magnetic flux density (B)      | 0.1 T (Tesla)           | 103 Gauss                |
| Axial sampling distance        | 0.1 mm                  | 0.01 inch                |
| Circumferential sensor spacing | 0.1 mm                  | 0.01 inch                |
| Tool speed                     | 0.1 m/s                 | 0.1 ft/sec               |
| Temperature                    | $1^\circ\text{C}$       | $1^\circ\text{F}$        |
| Pressure                       | 0.01 MPa                | 0.1 PSI                  |
| Global Position Co-ordinates   | 0.001 m                 | $10^{-8}^\circ$ (Degree) |

THE BIDDER HAS TO CONFIRM THAT THE PIGS, WHICH WILL BE USED FOR THE SUBJECT PIGGING JOBS ARE ATEX 95 COMPLIED.

**2.5.12 PIG TRACKING**

The contractor has to deploy his tracking team along with the pig tracking device and along with the proper communication system (cell phone) during the movement of any type of pig (except the foam pig) put into the line during pre-inspection or intelligent pigging and shall be required to be monitored along the pipeline length from launcher

to receiver trap. The BIDDER shall detail out the complete methodology of pig tracking proposed to be deployed by him including complete technical details of the equipment and device proposed to be used for this purpose.

BCPL & the CONTRACTOR shall mutually agree regarding the Pig Tracking intervals and locations as per standard practices.

#### **2.5.13      DATA ANALYSIS**

OWNER or its authorised representative shall participate in the analysis of the recorded data together with the engineering and other personnel of CONTRACTOR. This analysis shall be carried out at BIDDER's Analysis Centre to achieve the following objectives:

- a) To identify the locations of internal or external defects likely to jeopardize the normal safety and operation of the pipeline.
- b) To arrive at general methodology of repair to be followed.
- c) Short-term measures to be taken in view of potentially hazardous defects, if found in any of the pipelines.

**BIDDER shall provide all raw and processed data and his software package along with the operating system in WINDOW based platform. The software should be licensed in the name of BCPL.**

#### **2.5.14      FINAL WORK REPORT**

The BIDDER shall include in his offer the most appropriate reporting procedure envisaged for the subject pipeline. This will have to be mutually agreed between the successful BIDDER and OWNER.

##### **2.5.14.1      Software Capability:**

- a) BCPL intends to get three-dimensional virtual computerised view of the entire pipeline so that navigation can be done along the virtual pipeline and locate individual defects (with GPS Coordinates) and other features of the pipeline.
- b) The pipeline inspection database is specifically to be designed to meet BCPL's specific needs. The reporting formats shall include dig site verification details, metal loss summary, RRR plots, pipeline mapping information etc.
- c) The report shall accommodate and compare the base data generated by earlier in-line inspection.
- d) The data should easily be stored with the smart query function and extended in formats compatible with other database.
- e) All the Reports and data generated by the CONTRACTOR shall be compiled in Hard copies along with CD ROM/ DVD having user-friendly operation on any Compatible PC along with the software necessary for review/analysis of data. This is required to facilitate selection of significant defects, their chainage and sizing. Contractor shall provide Five sets of Hard copy along with CDRom/ DVD consisting all generated data along with compatible operating software.

- f) The submitted reports shall be compatible to any normal window based operating platform.

**2.5.14.2 The reporting system shall include but not limited to the following:**

- a) Preliminary site report for each pipeline for each running of foam, cleaning, caliper, intelligent pig runs stating comments/observations of each run, pig condition, operating parameters and total time required.
- b) A detailed report in respect of each pipeline of running each of the pre-inspection tool such as cleaning pig, caliper pig.
- c) A detailed report on the geometry survey of each pipeline incorporating the following supplemented with raw/processed data logs.
  - i. List of installations.
  - ii. List of Significances with
    - 1. Feature Information
    - 2. Feature type
    - 3. Feature description
    - 4. Feature log Distance
    - 5. Feature Clock orientation
    - 6. Feature length
    - 7. Feature depth (Change in ID)
  - iii. Installation references
    - 1. Distance from next installation
    - 2. Installation Distance
    - 3. Installation type
- d) Velocity plot of EGP.
- e) Temperature Plot if applicable.
- f) Survey Log and enlargement areas of special interest.
- g) Detailed report about running of the intelligent pig including but not limited to the operational and functional details.
- h) Details describing the type, size, internal/external discrimination and location of individual metal loss defects. The location and orientation of each defect should be suitably listed with reference to permanent pipeline features, girth weld no. relative and absolute distance and severity of the defect.
- i) A detailed report in respect of each defect for which sizing has to be done indicating its length, width, depth, axial and circumferential location suitably referenced.
- j) Depth based feature distribution against pipe length of all metal loss features.

- k) Severity analysis for all metal loss features having metal loss greater than 20% for all detected features.
  - l) Individual evaluation feature report in with complete details for 5 nos. significant metal loss features of each pipeline.
  - m) Suitable histograms between absolute distance of pipeline and no. of defects.
  - n) Report on the inter-active corrosion due to clustering of pits.
  - o) Velocity of the intelligent pig along the length of the pipeline.
  - p) Recommendation for Repair Report (RRR)
  - q) Fitness for Purpose (FFP) Report as per the latest ASME B31G standard.
  - r) The format and proforma of the above report shall be mutually agreed upon between the successful BIDDER and OWNER.
- s) **Corrosion Growth Rate analysis & RLA study:** Corrosion growth-rate analysis based on previous ILI runs, feed gas quality analysis etc. (if any) to be provided in the FFP report. Based on the above the Remaining Life Assessment (RLA study) including year-wise failure prediction (if any) to be carried out for each pipeline.

### 2.5.14.3 REPORT STRUCTURE:

The report structure shall be in the following formats:**PIPE TALLY**

| <u>Log Distance</u> | <u>Upweld distance</u> | <u>L Joint</u> | <u>Feature Type (Component and anomaly)</u> | <u>Feature Identification (Component and anomaly)</u> | <u>Anomaly Dimension Class</u> | <u>Clock Position</u> | <u>Nominal Thickness</u> | <u>Measure/reference thickness</u> | <u>Length</u> | <u>Width</u> | <u>D (peak) %</u> | <u>D (mean) %</u> | <u>Surface Location</u> | <u>GPS</u> | <u>ERF</u> | <u>Comments</u> |
|---------------------|------------------------|----------------|---------------------------------------------|-------------------------------------------------------|--------------------------------|-----------------------|--------------------------|------------------------------------|---------------|--------------|-------------------|-------------------|-------------------------|------------|------------|-----------------|
| <u>Meter</u>        | <u>Meter</u>           | <u>Meter</u>   |                                             |                                                       |                                | <u>HH:MM</u>          | <u>MM</u>                | <u>MM</u>                          | <u>MM</u>     | <u>MM</u>    | <u>MM</u>         | <u>MM</u>         |                         |            |            |                 |
|                     |                        |                |                                             |                                                       |                                |                       |                          |                                    |               |              |                   |                   |                         |            |            |                 |
|                     |                        |                |                                             |                                                       |                                |                       |                          |                                    |               |              |                   |                   |                         |            |            |                 |

#### i. LIST OF ANOMALIES

| <u>Log Distance</u> | <u>Upweld distance</u> | <u>L Joint</u> | <u>Anomaly Feature Type</u> | <u>Anomaly Feature Identification</u> | <u>Anomaly Dimension Class</u> | <u>Clock Position</u> | <u>Nominal Thickness</u> | <u>Measure/reference thickness</u> | <u>Length</u> | <u>Width</u> | <u>D (peak) %</u> | <u>D (mean) %</u> | <u>Surface Location</u> | <u>GPS</u> | <u>ERF</u> | <u>Predicted Failure Pressure (Kg/Cm2) as per ASME 31G</u> | <u>Safety Factor</u> |
|---------------------|------------------------|----------------|-----------------------------|---------------------------------------|--------------------------------|-----------------------|--------------------------|------------------------------------|---------------|--------------|-------------------|-------------------|-------------------------|------------|------------|------------------------------------------------------------|----------------------|
| <u>Meter</u>        | <u>Meter</u>           | <u>Meter</u>   |                             |                                       |                                | <u>HH:MM</u>          | <u>MM</u>                | <u>MM</u>                          | <u>MM</u>     | <u>MM</u>    | <u>MM</u>         | <u>MM</u>         |                         |            |            |                                                            |                      |
|                     |                        |                |                             |                                       |                                |                       |                          |                                    |               |              |                   |                   |                         |            |            |                                                            |                      |
|                     |                        |                |                             |                                       |                                |                       |                          |                                    |               |              |                   |                   |                         |            |            |                                                            |                      |

#### ii. LIST OF CLUSTERS

| <u>Log Distance</u> | <u>Upweld distance</u> | <u>Anomaly Feature Identification</u> | <u>Clock Position</u> | <u>Nominal Thickness</u> | <u>Measure/reference thickness</u> | <u>Length</u> | <u>Width</u> | <u>D (peak) %</u> | <u>D (mean) %</u> | <u>Surface Location</u> | <u>Comments</u> |
|---------------------|------------------------|---------------------------------------|-----------------------|--------------------------|------------------------------------|---------------|--------------|-------------------|-------------------|-------------------------|-----------------|
| <u>Meter</u>        | <u>Meter</u>           |                                       | <u>HH:MM</u>          | <u>MM</u>                | <u>MM</u>                          | <u>MM</u>     | <u>MM</u>    | <u>MM</u>         | <u>MM</u>         |                         |                 |
|                     |                        |                                       |                       |                          |                                    |               |              |                   |                   |                         |                 |
|                     |                        |                                       |                       |                          |                                    |               |              |                   |                   |                         |                 |

## **2.5.15      PRE – CALIBRATION OF INSPECTION TOOL (INTELLIGENT PIG)**

CONTRACTOR is required to pre-calibrate the inspection tools (Intelligent pigs) as detailed out in Para 2.2.1.8 at their inspection centre before mobilization of these inspection tools to SITE. However, it is clearly and expressly understood by the CONTRACTOR that such association of the OWNER for witnessing the pre-calibration/pilot/loop tests shall in no way absolve the responsibility of the CONTRACTOR either for the performance of the inspection tool or his obligations under the CONTRACT. OWNER shall bear the expenses of his representative/authorized third party inspector related to travel, (back and forth) boarding, lodging and other incidentals during the period of their stay for witnessing above tests of inspection tools at the inspection Centre of the CONTRACTOR. Pull through test report of Corrosion Detection pig/ Axial Defect Detection pig shall be submitted within seven days of performing the test.

## **2.5.16      TECHNICAL SPECIFICATION OF PIGS**

### **2.5.16.1      TECHNICAL SPECIFICATIONS OF HIGH DENSITY POLY PIGS**

2.5.16.1.1      Pig shall be made out of open cell polyurethane foam of uniform density 8-10 LBS/CUFT and coated with polyurethane ester synthetic rubber coating. The material for foam Pig should conform to standard ASTM D2240/ DIN 53505/ BS903. The PIG should withstand temperature range from 0 Deg to 80 Deg.C and upto 90 Deg C for short duration.

2.5.16.1.2      Pig shall manoeuvre itself through 6 D bends.

2.5.16.1.3      Pig shall be suitable for heavy wiping of internal surface of minimum 50 KM continuous run.

2.5.16.1.4      Pig shall be able to successfully pass through up to 50% reduction in pipeline - internal diameter.

2.5.16.1.5      OD of the poly pig & quantity to be supplied shall be as per tendered Scope of work

2.5.16.1.6      Each pig shall be equipped with a pulling hook on front portion of the pig body. The hook may be made of nylon rope.

2.5.16.1.7      Weight & Length of the pigs must be provided by the bidder.

### **2.5.16.2      TECHNICAL SPECIFICATIONS OF BI-DIRECTIONAL (BI-DI) GAUGE/ SCRAPER PIGS.**

2.5.16.2.1      Each Bi-Di Gauge/Scraper pig shall essentially consist of four polyurethane sealing disc and two support/guide discs, mounted on a carbon steel body. Suitable polyurethane spacers shall separate each disc. Each pig shall be suitable for specific nominal diameter pipelines to be cleaned.

2.5.16.2.2      Polyurethane Sealing discs support/ guide discs and polyurethane spacers:

- i) All discs and spacers shall be made of polyurethane with large sealing surface area to accept wear during run. The sealing disc O.D and support / guiding disc O.D. shall be as per tendered specification of works. The maximum allowable tolerance on each disc O.D is +/- 2 mm.

- ii) Physical properties of polyurethane for sealing discs and supporting discs should be as per ASTM 02240/ DIN 53505/BS903/ DIN53504/ DIN.53516. The PIG should withstand temperature range from 0 Deg to 80 Deg.C and upto 90 Deg C for short duration.

2.5.16.2.3 Carbon Steel Body

- a) Carbon steel body shall be made out of API-5L-Gr.B, pipes,
- b) Carbon steel body shall be sand blasted, painted & coated with corrosion resistant epoxy paint suitable for marine environments,
- c) All welding on pig body shall be as per applicable API codes

2.5.16.2.4 The weight & length of pig shall be provided by bidder

2.5.16.2.5 Each pig/spare discs shall be suitable for pigging of 50 km, continuous run of pipeline on each occasion, unless specified elsewhere.

2.5.16.2.6 The pig shall be flexible enough to negotiate restrictions in internal diameter up to 15%.

2.5.16.2.7 The pig shall be able to manoeuvre itself through 6D bends.

2.5.16.2.8 The pigs shall be equipped with a pulling hook on front portion of pig body.

**2.5.16.3 TECHNICAL SPECIFICATIONS FOR MAGNETIC PIG**

The primary application of Magnetic Pig is to remove ferric debris left in the pipeline during construction or operations. The ferric debris includes welding rods, nuts, brushes & various solid steel objects.

The Pig shall be Bi-directional type with all discs and body conforming to the general specification of Bi-Di pigs. The following additional features are required:

- a) Each Pig shall have adequate magnet packs made of permanent magnet, backing iron & housing to be suitable for mounting on the Bi-Di Pig. The housing should have adequate strength to prevent the magnet from breaking and falling into the pipeline in case of impact.
- b) Each magnet pack shall have a lift capacity of minimum 3 Kg. Each magnet shall have minimum strength of 800 gauss.
- c) Magnet pack may also be mounted with wire brushes.
- d) Magnetic packs should be uniformly distributed on the Pig body.

**PROFORMA FOR FOAM, GAUGING PIG, BRUSH CLEANING PIG, MAGNET CLEANING PIG DETAILS**

**DIAMETER OF TOOLS:**

| Sl. no     | Description                                                                                                                                                         | Bidders details |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>1.0</b> | <b>HIGH DENSITY FOAM PIG (Model No.: )</b>                                                                                                                          |                 |
| 1.1        | Minimum % of ID that the foam pig pass without damaging pig and pipe.                                                                                               |                 |
| 1.2        | Density of Form Pig                                                                                                                                                 |                 |
| 1.3        | Schematic sketch of Form Pig enclosed.                                                                                                                              |                 |
| 1.4        | Confirmation of adherence to BCPL's Specification                                                                                                                   |                 |
| <b>2.0</b> | <b>BI-DI GAUGE PIG (Model No.: )</b>                                                                                                                                |                 |
| 2.1        | Minimum % of ID that the gauge pig pass without damaging pig and pipe.                                                                                              |                 |
| 2.2        | Number of modules and length of tools                                                                                                                               |                 |
| 2.3        | Weight of gauge pig                                                                                                                                                 |                 |
| 2.4        | Bend radius able to negotiate                                                                                                                                       |                 |
| 2.5        | % diameter of Aluminum Gauge plate                                                                                                                                  |                 |
| 2.6        | Schematic sketch of foam pig enclosed indicating configuration.                                                                                                     |                 |
| 2.7        | Confirmation of adherence to BCPL's Specification                                                                                                                   |                 |
| <b>3.0</b> | <b>BI-DI BRUSH CLEANING PIG (Model No.:)</b>                                                                                                                        |                 |
| 3.1        | Minimum % of ID that the BRUSH CLEANING pig pass without damaging pig and pipe.                                                                                     |                 |
| 3.2        | Number of modules and length of tool.                                                                                                                               |                 |
| 3.3        | Weight of Brush cleaning pig.                                                                                                                                       |                 |
| 3.4        | Bend radius able to negotiate                                                                                                                                       |                 |
| 3.5        | Number of brushes mounted on pig                                                                                                                                    |                 |
| 3.6        | Schematic sketch of BRUSH pig indicating configuration.                                                                                                             |                 |
| 3.7        | Confirmation of adherence to BCPL's Specification                                                                                                                   |                 |
| <b>4.0</b> | <b>BI-DI MAGNET CLEANING PIG (Model No.: )</b>                                                                                                                      |                 |
| 4.1        | Minimum % of ID that the MAGNET CLEANING pig pass without damaging pig and pipe.                                                                                    |                 |
| 4.2        | Number of magnets mounted on pig.                                                                                                                                   |                 |
| 4.3        | Number of modules and length of tool.                                                                                                                               |                 |
| 4.4        | Weight of pig.                                                                                                                                                      |                 |
| 4.5        | Bend radius able to negotiate.                                                                                                                                      |                 |
| 4.6        | Schematic sketch of magnet pig enclosed indicating configuration.                                                                                                   |                 |
| 4.7        | Confirmation of adherence to BCPL's Specification                                                                                                                   |                 |
| 4.8        | Does the Brush tips are coated with special protective material, so that internal coatings of the pipelines will not damage (only for internally coated pipelines)? |                 |
| 4.9        | Are cleaning tools specially designed to remove dry black dust?                                                                                                     |                 |

**Note: - Separate format is to be filled for different sizes of pigs.**

**PROFORMA FOR ELECTRONIC GEOMETRY PIG & XYZ-MAPPING TOOL DETAILS**

**DIAMETER OF TOOLS:**

| Sr. No | Description                                                                                                                                                                                                                         | Bidders details or Yes/No |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1.0    | <b>ELECTRONIC GEOMETRY PIG (Model No.:     )</b>                                                                                                                                                                                    |                           |
| 1.1    | Weight of tool                                                                                                                                                                                                                      |                           |
| 1.2    | Number of Modules of tools and length of tool                                                                                                                                                                                       |                           |
| 1.3    | Principle of operation                                                                                                                                                                                                              |                           |
| 1.4    | Capability of inspecting Maximum length in single run.                                                                                                                                                                              |                           |
| 1.5    | Pressure range                                                                                                                                                                                                                      |                           |
| 1.6    | Temperature range                                                                                                                                                                                                                   |                           |
| 1.7    | Battery life                                                                                                                                                                                                                        |                           |
| 1.8    | Capability of detecting 2% dent                                                                                                                                                                                                     |                           |
| 1.9    | Able to carry inspection at gas velocities mentioned in bid document.                                                                                                                                                               |                           |
| 1.10   | Speed range for data generation .                                                                                                                                                                                                   |                           |
| 1.11   | Capability to identify following as a minimum                                                                                                                                                                                       |                           |
| 1.12   | Individual girth weld                                                                                                                                                                                                               |                           |
| 1.13   | Dent and Ovality                                                                                                                                                                                                                    |                           |
| 1.14   | Out of roundness                                                                                                                                                                                                                    |                           |
| 1.15   | Valves or any partially closed valve.                                                                                                                                                                                               |                           |
| 1.16   | Minimum % of ID that the EGP pig pass without damaging pig and pipe.                                                                                                                                                                |                           |
| 1.17   | Axial accuracy of locating defect from reference marker/pipeline feature                                                                                                                                                            |                           |
| 1.18   | Accuracy of measurement (% of ID)                                                                                                                                                                                                   |                           |
| 1.19   | Bend radius the tool is able to negotiate.                                                                                                                                                                                          |                           |
| 1.20   | Schematic sketch enclosed indicating configuration                                                                                                                                                                                  |                           |
| 1.21   | Any other tool specific information                                                                                                                                                                                                 |                           |
| 2.0    | <b>XYZ-MAPPING TOOL (Model No.:     )</b>                                                                                                                                                                                           |                           |
| 2.1    | Weight of tool                                                                                                                                                                                                                      |                           |
| 2.2    | Number of Modules of tools and length of tool                                                                                                                                                                                       |                           |
| 2.3    | Principle of operation                                                                                                                                                                                                              |                           |
| 2.4    | Capability of inspecting Maximum length in single run.                                                                                                                                                                              |                           |
| 2.5    | Pressure range                                                                                                                                                                                                                      |                           |
| 2.6    | Temperature range                                                                                                                                                                                                                   |                           |
| 2.7    | Battery life                                                                                                                                                                                                                        |                           |
| 2.8    | Capability to give XYZ coordinated of all the Pipeline features i.e marker / reference points, installations, girth welds, valves, bends and other                                                                                  |                           |
| 2.9    | Capability to give XYZ coordinated of all the Pipeline defects including geometric anomalies, Bend information (angle, direction and radius), metal loss defect sizing (dents, ovalities “out of roundness”, cracks, anomalies etc) |                           |
| 2.10   | XYZ coordinates of the pipe centreline                                                                                                                                                                                              |                           |
| 2.11   | Capable to give 3-D virtual computerised view of the entire pipeline                                                                                                                                                                |                           |

|      |                                                                                                                                                    |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------|--|
|      | so that navigation can be done along the virtual pipeline and locate individual defects (with GPS coordinates) and other features of the pipeline. |  |
| 2.12 | The XYZ mapping report shall be compatible to any GIS platform.                                                                                    |  |
| 2.13 | Axial position accuracy from reference marker 1:1000                                                                                               |  |
| 2.14 | Axial position from closest weld $\pm 0.1$ m ( $\pm 4$ " )                                                                                         |  |
| 2.15 | Top position accuracy $\pm 5^\circ$                                                                                                                |  |
| 2.16 | Accuracy 1.0 m, with Tie - Points given every 2500 m, (80% confidence, $v \geq 0.8$ m/s)                                                           |  |

**Note: - Separate format is to be filled for different sizes of pigs.**

**PROFORMA FOR HIGH RESOLUTION MFL INSPECTION PIGs DETAIL****DIAMETER OF HIGH RESOLUTION MFL TOOLS (Corrosion Detection Pig):**

| Sr. No      | Description                                                                                                                                                                                 | Bidders details or YES/NO |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1.0         | Model No. Of Corrosion Detection Pig                                                                                                                                                        |                           |
| 2.0         | Model No. Of Axial Defect Detection Pig                                                                                                                                                     |                           |
| 3.0         | Whether this will be a combination Pig ?                                                                                                                                                    |                           |
| 3.1         | Model No. Of Combination Pig ?                                                                                                                                                              |                           |
| 3.2         | If it's a combination tool, whether documentary evidence has been submitted does it meet the Bidder Qualification criteria as mentioned in "Instruction to Bidder" of this tender document? |                           |
| 3.3         | Whether the combination tool meets the detection capability criteria mentioned in clause no.2.5.10 of SCOPE OF WORK & TECHNICAL DETAIL of the tender document?                              |                           |
| 4.0         | Bidder to confirm that the MFL inspection tool is of High Resolution tool.                                                                                                                  |                           |
| 5.0         | Bidder to confirm that the HR MFL inspection tool is owned by him                                                                                                                           |                           |
| 6.0         | Wall thickness range in mm (millimetre) for detection capability                                                                                                                            |                           |
| 7.0         | Magnetization level to be achieved in the different pipe thickness as per the present Scope Of Work .                                                                                       |                           |
| 8.0         | Speed range in m/s for data generation as per bid specification.                                                                                                                            |                           |
| 9.0         | Maximum speed m/s at which the tool can be operated                                                                                                                                         |                           |
| 10.0        | Availability of Speed Control Device for both pipeline sizes.                                                                                                                               |                           |
| 11.0        | Temperature range                                                                                                                                                                           |                           |
| 12.0        | Maximum pressure                                                                                                                                                                            |                           |
| 13.0        | Minimum pressure for gas pipeline                                                                                                                                                           |                           |
| 14.0        | Weight of tool                                                                                                                                                                              |                           |
| 15.0        | Number of Modules of tools and total tool length                                                                                                                                            |                           |
| 16.0        | Bend radius able to negotiate                                                                                                                                                               |                           |
| 17.0        | Capability of inspecting Maximum length in single run                                                                                                                                       |                           |
| 18.0        | Axial sampling rate (frequency or distance).                                                                                                                                                |                           |
| 19.0        | Circumferential sampling rate                                                                                                                                                               |                           |
| 20.0        | Total number of primary sensors.                                                                                                                                                            |                           |
| 21.0        | Total number of secondary sensors                                                                                                                                                           |                           |
| 22.0        | Data storage capacity.                                                                                                                                                                      |                           |
| 23.0        | Battery life                                                                                                                                                                                |                           |
| 24.0        | Maximum limit on adjacent sensors damage during the run in order to generate data as per bid specification.                                                                                 |                           |
| 25.0        | Maximum % of primary and secondary sensors damage permissible during the run in order to generate the data as per bid specification.                                                        |                           |
| 26.0        | Minimum % of ID that the MFL inspection pig pass without damaging pig and pipe.                                                                                                             |                           |
| <b>27.0</b> | <b>CAPABILITY TO IDENTIFY FOLLOWING AS A MINIMUM</b>                                                                                                                                        |                           |
| 27.1        | General corrosion                                                                                                                                                                           |                           |
| 27.2        | Pitting corrosion                                                                                                                                                                           |                           |
| 27.3        | Circumferential gouging                                                                                                                                                                     |                           |
| 27.4        | Axial gauging                                                                                                                                                                               |                           |

|               |                                                                                                                                                                                                                  |  |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 27.5          | Location of girth weld, valves and lateral joints                                                                                                                                                                |  |
| 27.6          | Circumferential crack                                                                                                                                                                                            |  |
| 27.7          | Proximity of any ferrous object to pipeline                                                                                                                                                                      |  |
| 27.8          | Manufacturing defects                                                                                                                                                                                            |  |
| 27.9          | SCC defects                                                                                                                                                                                                      |  |
| 27.10         | Axial cracks                                                                                                                                                                                                     |  |
| 27.11         | Longitudinal weld seam defects                                                                                                                                                                                   |  |
| <b>28.0</b>   | <b>CAPABILITY OF MFL INSPECTION TOOLS</b>                                                                                                                                                                        |  |
| 28.1          | Axial accuracy of locating defect from reference marker +/- (1.0M + 1% of the distance travelled)                                                                                                                |  |
| 28.2          | Axial accuracy of locating defect within pipe +/- 0.10M                                                                                                                                                          |  |
| 28.3          | Circumferential Accuracy +/- 10 DEGREE                                                                                                                                                                           |  |
| 28.4          | Shall be able to discriminate between external & internal defects.                                                                                                                                               |  |
| 28.5          | Shall be able to detect the following wall thickness loss with 90% probability of detection and sizing accuracy with confidence level of 80%.                                                                    |  |
| <b>28.5A</b>  | <b>GENERAL CORROSION <math>W &gt; 3T</math>, <math>L &gt; 3T</math></b>                                                                                                                                          |  |
| (a)           | Minimum detection capability of depth at 90 % POD                                                                                                                                                                |  |
| (b)           | Sizing accuracy at 80% confidence level for depth                                                                                                                                                                |  |
| (c)           | Sizing accuracy at 80% confidence level for length                                                                                                                                                               |  |
| <b>28.5B</b>  | <b>AXIAL GROOVING <math>1t &lt; W &lt; 3t</math>, <math>L &gt; 2t</math></b>                                                                                                                                     |  |
| (a)           | Minimum detection capability of depth at 90 % POD                                                                                                                                                                |  |
| (b)           | Sizing accuracy at 80% confidence level for depth                                                                                                                                                                |  |
| (c)           | Sizing accuracy at 80% confidence level for length                                                                                                                                                               |  |
| <b>28.5C</b>  | <b>PITTING CORROSION</b>                                                                                                                                                                                         |  |
| (a)           | The minimum detection capability of depth at 90 % POD with Sizing accuracy at 80% confidence level for depth, length & width                                                                                     |  |
| <b>28.5D</b>  | <b>CIRCUMFERENTIAL GROOVING <math>1t &lt; L &lt; 3t</math>, <math>W &gt; 2t</math></b>                                                                                                                           |  |
| (a)           | Minimum detection capability of depth at 90 % POD                                                                                                                                                                |  |
| (b)           | Sizing accuracy at 80% confidence level for depth                                                                                                                                                                |  |
| (c)           | Sizing accuracy at 80% confidence level for length & Breadth                                                                                                                                                     |  |
| <b>28.5E</b>  | <b>CIRCUMFERENTIAL SLOOTING( for axial defect detection tool) ) <math>0 &lt; L &lt; 1t</math>, <math>W &gt; 1t</math></b>                                                                                        |  |
| (a)           | Minimum detection capability of depth at 90 % POD                                                                                                                                                                |  |
| (b)           | Sizing accuracy at 80% confidence level for depth                                                                                                                                                                |  |
| <b>28.5 F</b> | <b>PIN HOLE DETECTION</b>                                                                                                                                                                                        |  |
| (a)           | Definition $\{ [0 < W < 1A] \text{ and } [0 < L < 1A] \}$                                                                                                                                                        |  |
| (b)           | Reference point/size for the POD in terms of $L \times W : \frac{1}{2}A \times \frac{1}{2}A$                                                                                                                     |  |
| 28.6          | Shall be able to detect & locate circumferential cracks (minimum crack opening 1mm)                                                                                                                              |  |
| 28.7          | Shall be capable of completing the intelligent pigging in one continuous single run for pipeline covered under Scope of Work.                                                                                    |  |
| 29.0          | Any other specific information                                                                                                                                                                                   |  |
| 30.0          | Schematic sketch of HR MFL inspection tools.                                                                                                                                                                     |  |
| 31.0          | Able to provide a three dimensional virtual computerised view of the entire pipeline so that navigation can be done along the virtual pipeline and locate individual defects and other features of the pipeline. |  |
| 32.0          | TECHNICAL DEVIATION                                                                                                                                                                                              |  |

**Note: - Separate format is to be filled for different sizes of pigs.**

**PROFORMA FOR HIGH RESOLUTION MFL INSPECTION PIGs DETAIL****DIAMETER OF HIGH RESOLUTION MFL TOOLS (Axial Defect Detection Pig):**

| Sr. No | Description                                                                                                                                                                                   | Bidders details or YES/NO |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1.0    | Model No. Of Corrosion Detection Pig                                                                                                                                                          |                           |
| 2.0    | Model No. Of Axial Defect Detection Pig                                                                                                                                                       |                           |
| 3.0    | Whether this will be a combination Pig ?                                                                                                                                                      |                           |
| 3.1    | Model No. Of Combination Pig ?                                                                                                                                                                |                           |
| 3.2    | If it's a combination tool , whether documentary evidence has been submitted does it meet the Bidder Qualification criteria as mentioned in “ Instruction to Bidder” of this tender document? |                           |
| 3.3    | Whether the combination tool meets the detection capability criteria mentioned in clause no.2.5.10 of SCOPE OF WORK & TECHNICAL DETAIL of the tender document?                                |                           |
| 4.0    | Bidder to confirm that the MFL inspection tool is of High Resolution tool.                                                                                                                    |                           |
| 5.0    | Bidder to confirm that the HR MFL inspection tool is owned by him                                                                                                                             |                           |
| 6.0    | Wall thickness range in mm (millimetre) for detection capability                                                                                                                              |                           |
| 7.0    | Magnetization level to be achieved in the different pipe thickness as per the present Scope Of Work .                                                                                         |                           |
| 8.0    | Speed range in m/s for data generation as per bid specification.                                                                                                                              |                           |
| 9.0    | Maximum speed m/s at which the tool can be operated                                                                                                                                           |                           |
| 10.0   | Availability of Speed Control Device for both pipeline sizes.                                                                                                                                 |                           |
| 11.0   | Temperature range                                                                                                                                                                             |                           |
| 12.0   | Maximum pressure                                                                                                                                                                              |                           |
| 13.0   | Minimum pressure for gas pipeline                                                                                                                                                             |                           |
| 14.0   | Weight of tool                                                                                                                                                                                |                           |
| 15.0   | Number of Modules of tools and total tool length                                                                                                                                              |                           |
| 16.0   | Bend radius able to negotiate                                                                                                                                                                 |                           |
| 17.0   | Capability of inspecting Maximum length in single run                                                                                                                                         |                           |
| 18.0   | Axial sampling rate (frequency or distance).                                                                                                                                                  |                           |
| 19.0   | Circumferential sampling rate                                                                                                                                                                 |                           |
| 20.0   | Total number of primary sensors.                                                                                                                                                              |                           |
| 21.0   | Total number of secondary sensors                                                                                                                                                             |                           |
| 22.0   | Data storage capacity.                                                                                                                                                                        |                           |
| 23.0   | Battery life                                                                                                                                                                                  |                           |
| 24.0   | Maximum limit on adjacent sensors damage during the run in order to generate data as per bid specification.                                                                                   |                           |
| 25.0   | Maximum % of primary and secondary sensors damage permissible during the run in order to generate the data as per bid specification.                                                          |                           |
| 26.0   | Minimum % of ID that the MFL inspection pig pass without damaging pig and pipe.                                                                                                               |                           |
| 27.0   | Capability to identify following as a minimum                                                                                                                                                 |                           |
| 27.1   | General corrosion                                                                                                                                                                             |                           |
| 27.2   | Pitting corrosion                                                                                                                                                                             |                           |

|       |                                                                                                                                                                                                                 |  |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 27.3  | Circumferential gouging                                                                                                                                                                                         |  |
| 27.4  | Axial gauging                                                                                                                                                                                                   |  |
| 27.5  | Location of girth weld, valves and lateral joints                                                                                                                                                               |  |
| 27.6  | Circumferential crack                                                                                                                                                                                           |  |
| 27.7  | Proximity of any ferrous object to pipeline                                                                                                                                                                     |  |
| 27.8  | Manufacturing defects                                                                                                                                                                                           |  |
| 27.9  | SCC defects                                                                                                                                                                                                     |  |
| 27.10 | Axial cracks                                                                                                                                                                                                    |  |
| 27.11 | Longitudinal weld seam defects                                                                                                                                                                                  |  |
| 28.0  | CAPABILITY OF MFL INSPECTION TOOLS                                                                                                                                                                              |  |
| 28.1  | Axial accuracy of locating defect from reference marker +/- (1.0M + 1% of the distance travelled)                                                                                                               |  |
| 28.2  | Axial accuracy of locating defect within pipe +/- 0.10M                                                                                                                                                         |  |
| 28.3  | Circumferential Accuracy +/- 10 DEGREE                                                                                                                                                                          |  |
| 28.4  | Shall be able to discriminate between external & internal defects.                                                                                                                                              |  |
| 28.5  | Shall be able to detect the following wall thickness loss with 90% probability of detection and sizing accuracy with confidence level of 80%.                                                                   |  |
| 28.5A | General Corrosion $W \geq 3t$ & $L \geq 3t$ )                                                                                                                                                                   |  |
| (a)   | Minimum detection capability of depth at 90 % POD                                                                                                                                                               |  |
| (b)   | Sizing accuracy at 80% confidence level for depth                                                                                                                                                               |  |
| (c)   | Sizing accuracy at 80% confidence level for length                                                                                                                                                              |  |
| 28.5B | AXIAL GROOVING $1t \leq W \leq 3t$ , $L \geq 2t$                                                                                                                                                                |  |
| (a)   | Minimum detection capability of depth at 90 % POD                                                                                                                                                               |  |
| (b)   | Sizing accuracy at 80% confidence level for depth                                                                                                                                                               |  |
| (c)   | Sizing accuracy at 80% confidence level for length                                                                                                                                                              |  |
| 28.5C | PITTING CORROSION                                                                                                                                                                                               |  |
| (a)   | The minimum detection capability of depth at 90 % POD with Sizing accuracy at 80% confidence level for depth, length & width                                                                                    |  |
| 28.5D | AXIAL SLOOTING( for axial defect detection tool ) $1t \leq W \leq 1t$ , $L \geq 1t$                                                                                                                             |  |
| (a)   | Minimum detection capability of depth at 90 % POD                                                                                                                                                               |  |
| (b)   | Sizing accuracy at 80% confidence level for depth                                                                                                                                                               |  |
| 28.6  | Shall able to detect & locate axial cracks (minimum crack opening 1mm)                                                                                                                                          |  |
| 28.7  | Shall be capable of completing the intelligent pigging in one continuous single run for segment covered under Scope of Work.                                                                                    |  |
| 29.0  | Any other specific information                                                                                                                                                                                  |  |
| 30.0  | Schematic sketch of HR MFL inspection tools.                                                                                                                                                                    |  |
| 31.0  | o Will provide a three dimensional virtual computerised view of the entire pipeline so that navigation can be done along the virtual pipeline and locate individual defects and other features of the pipeline. |  |
| 32.0  | TECHNICAL DEVIATION                                                                                                                                                                                             |  |

Note:- Separate format is to be filled for different sizes of pigs.

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**SPECIAL CONDITION  
OF  
CONTRACT  
Part-B**

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# **SPECIAL CONDITIONS OF CONTRACT (SCC) PART-B**

## **1.0 INTRODUCTION.**

BCPL is a Central Public Sector Undertaking (PSU) under the Ministry of Chemicals & Fertilizers (MoCF) Government of India.

BCPL, operates a network of about 100Kms of cross country pipelines spread across Dibrugarh District in Assam. The pipeline network is designed to transport Natural Gas received from GDU Duliajan to BCPL Lepetkata Petrochemical Complex.

BCPL intends to carry out the In-line Inspection of 18" dia. Lepetkata-Duliajan Twin (Rich/Lean) Gas Pipelines using high resolution MFL Tools (Corrosion detection Pig & Axial Defect Detection) with XYZ mapping. **Work shall be started for these pipelines immediately on issue of LOI from BCPL.**

The objective of the present pigging includes the In-line Inspection of pipelines using high resolution MFL Tools (**Corrosion detection Pig**) with XYZ mapping for 18" dia. – 48.7 kms twin **pipelines** (from GDU Duliajan to BCPL Lepetkata Petrochemical Complex) **in Dibrugah** (without disturbing the process) to assess the health of the pipelines in quantifiable terms and to get the base data.

- 1.1. The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, 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 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 General Conditions of Contract 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 General Conditions of Contract only to the extent that such repugnancy of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4. Whenever it is mentioned in the specification that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do at his own cost and the Contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
- 1.5. The materials, design and workmanship shall satisfy the applicable relevant Indian & International 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.

## **2.0 WATER, POWER & OTHER UTILITIES**

- 2.1 Water and Power (230V AC, 50 HZ only) as required for execution of works shall be provided by the OWNER, free of cost only inside the plant premises.

### 3.0 **DEFECT LIABILITY PERIOD**

- 3.1 The contractor shall guarantee the quality of workmanship for a period of 06 (Six) months after the date of issue of completion certificate. Any change or defect to completed work during this period shall be rectified /replaced by the contractor at no extra cost to Owner. The decision of Engineer-in-Charge shall be final and binding in this regard. The guarantee for such rectified/replaced item shall be for a period of 06 months from completion of such rectification/replacement.

### 4.0 **SCOPE OF WORK**

The objective of the present pigging programme includes cleaning and in-line inspection using MFL techniques (without disturbing the process) is to assess the health of the pipeline in quantifiable terms of the pipelines as detailed in the SCOPE OF WORK & SPECIFICATION section in the tender document by running high resolution Intelligent Pig (**Corrosion** detection Pig, CDP & Axial defect detection Pig, ADD) based on Magnetic Flux Leakage (MFL) technique to detect and quantify internal/external corrosion/mechanical defects, accesses & sizing of the defects along the axial direction of pipe which includes but not limited to axial cracks, stress corrosion cracks, longitudinal weld seam defects etc. and other anomalies preceded by foam, gauging, cleaning, EGP & high resolution XYZ Pig runs. All facilities / services which the contractor feels necessary to fulfill the work shall have to be arranged by the bidder at no extra cost and time to the owner (BCPL).

### 5.0 **SCOPE OF SUPPLY**

No material whatsoever shall be supplied by the OWNER. All material required for execution of work shall be covered under Contractor's Scope of Supply.

### 6.0 **TIME SCHEDULE FOR COMPLETION**

- 6.1 The Contract to complete the above pipeline shall be 02 (Two) Months from the date of issue of LOI/LOA. Date of Submission of Recommendation for Repair Report (RRR), Fitness for Purpose (FFP) Report, after acceptance of Final Work Report by BCPL shall be treated as the date of COMPLETION of ILI of pipeline section.
- A. The time of completion stipulated above is inclusive of time required for mobilization of equipment and personnel at site by the CONTRACTOR as well as for demobilization.
  - B. The time includes time required for pipeline cleaning including additional cleaning run, gauging, EGP, MFL tools etc. and completion of all other associated works such as installation of Markers, dig verifications etc. and making the entire pipeline ready for running the intelligent pig.
  - C. BCPL shall be taking maximum of 01 (One) week time for acceptance of Final Work Report from the date of submission by contractor, which is included in the above Time of Completion.

### 7.0 **TECHNICAL EVALUATION**

- 7.1 Technical Bid evaluation will be done based on the documents mentioned at Annexure-B (Annexure-B is attached). Bidder's proposed Intelligent Tools must meet all the specifications as per Annexure – B, failing which Bid is liable to be rejected.

7.2 APPENDIX I, II, III & IV is to be filled by the bidder. All these APPENDIXES shall be part of the Technical Evaluation.

8.0 **PROJECT SCHEDULING & MONITORING**

The following schedules/documents/reports shall be prepared and submitted by the CONTRACTOR for review/ approval at various stages of the contract.

8.1 **SCHEDULE**

8.1.1 BCPL will intimate pigging schedule to the CONTRACTOR based on the priority of execution, however BCPL reserves the right to revise the priority in case of any exigencies. The Contractor shall complete entire pigging of pipelines given to him within 02 (Two) Months (including mobilization period) from the date of intimation / Job Order from Engineer- In Charge (EIC).

8.2 **OVERALL PROJECT SCHEDULE**

The CONTRACTOR shall submit within 02 (two) weeks of Notification of Award, a detailed overall project schedule in the activity network form, clearly indicating the major milestones, inter-relationship/ interdependence between various activities together with analysis of critical path and floats. The network will be reviewed and approved by Engineer-in- Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in-charge during the entire period of execution of contract.

8.3 **PROGRESS MEASUREMENT METHODOLOGY**

The CONTRACTOR is required to submit within two weeks of award of work, the methodology of progress measurement and the basis of computation of overall services/physical progress informed. OWNER reserves the right to modify the methodology in part or in full.

8.4 **PROJECT REVIEW MEETINGS**

The CONTRACTOR shall present the programme and status at various review meetings as required after start of actual work. Project Review Meetings shall be held once in a fortnight (15 days) at a place mutually agreed by the OWNER & CONTRACTOR.

9.0 **DEVIATION IN SOR QUANTITY**

SOR quantity is for indicative purposes & there can be wide variations in execution of SOR items. In case of non execution of any SOR item due to reasons attributed to BCPL, no extra payment shall be made to the CONTRACTOR. However, non execution of any SOR item due to reasons attributed to CONTRACTOR will not be acceptable & shall be dealt as per tender terms & conditions.

10.0 **CUSTOM DUTY ON INSPECTION EQUIPMENTS TOOLS AND TACKLES**

10.1 CONTRACTOR is liable to pay custom duty on all equipments and materials brought into India for executing the jobs covered under this CONTRACT. The CONTRACTOR shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such

purposes. No adjustment in quoted rates shall be permissible for any change in applicable rate of duty in respect of equipment & materials brought in India for the use and for re-export of equipment & materials on completion of the jobs covered under this CONTRACT.

- 10.2 If the Custom Authorities require the CONTRACTOR to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the OWNER, the OWNER may at the request of the CONTRACTOR furnish the said Bond against the CONTRACTOR furnishing a Bank Guarantee to the OWNER, of the same amount in the form and from a Bank in India approved by the OWNER.
- 10.3 If for any reason the OWNER is required by the Customs Authorities to pay any customs duty due to the importation or retention by the CONTRACTOR of any imports, the CONTRACTOR shall forthwith on demand by the OWNER pay the same to the OWNER, with the right in the OWNER (without prejudice to any other mode of recovery or right of the OWNER) to deduct the same from the on account and other payments due and/or becoming due or payable to the CONTRACTOR from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by OWNER, by the CONTRACTOR in favour of the OWNER for an amount equivalent to amount of custom duty.
- 10.4 The obligations undertaken and/or any bond or facility provided by the OWNER to the CONTRACTOR shall be based on the clear understanding that the said equipment shall be utilized by the CONTRACTOR only for the performance of the work covered under this contract and that the OWNER shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the CONTRACTOR if the CONTRACTOR shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from CONTRACTOR in this connection shall also carry interest @ 22% (Twenty two percent) per annum from the date of relative payment by OWNER up to the date of recovery in full.

## **11 INSPECTION / CONSTRUCTION AIDS, EQUIPMENT, TOOLS AND TACKLES**

The clause no: 86.1 of GCC stand modified to the following extent only:

- 11.1 CONTRACTOR shall be solely responsible for making available all requisite Equipment, Special Aids, tools, tackles and testing equipment and appliances suitable for for executing the work. Such equipment shall be subject to examination and approval by OWNER for the same being in excellent operating condition. Any discrepancies pointed out by OWNER shall be immediately rectified, repaired or the equipment replaced altogether, by CONTRACTOR within a reasonable period. OWNER shall not in any way be responsible for providing any such equipment, tools and tackles etc other than mentioned under OWNER'S OBLIGATION in **Clause 18.0** hereinafter.
- 11.2 Contracted rates shall be deemed to be inclusive of custom duties, if any, applicable on the equipments & machinery imported from abroad and set up in India for the execution of this contract. No adjustment in contracted rates shall be permissible for any change in duty as specified above.

### **11.3 DEMURRAGE, WHARFAGE ETC.**

- 11.3.1 All demurrage, wharfage and other expenses incurred due to delayed clearance of the equipments as above or any other reason shall be to the account of the CONTRACTOR. CONTRACTOR will make arrangements for getting the necessary documentary import clearance formalities completed at the port of disembarkation, through his local representatives or he shall make adequate timely arrangements for all such clearances.
- 11.3.2 The CONTRACTOR shall, however, notify OWNER of the date of each shipment from the port of embarkation as well as expected date of arrival of all equipment, at the designated port of arrival.
- 11.3.3 Complete shipping information concerning the Weight, size, content, etc., of each shipment shall be forwarded to OWNER by CONTRACTOR.

### **11.4 IMPORT LICENCE**

- 11.4.1 The CONTRACTOR shall arrange import of all equipments required for execution of this works as per the guidelines laid down by the Government of India. No Import license shall be provided by OWNER for this purpose. OWNER shall issue recommendatory letter required by the statutory body on request from the CONTRACTOR without any financial implication and obligation on it's part.

### **12.0 CHANGE ORDERS**

- 12.1 A change order will be initiated in case (i) the OWNER directs the CONTRACTOR to include any addition to the scope of work covered under this contract or delete any part of the scope of the work under the contract, (ii) CONTRACTOR requests to delete any part of the work which will not adversely affect the operational capabilities of the CONTRACT and if agreed by the OWNER and for which cost and time benefits shall be passed on to the OWNER.
- 12.2 Any changes required by the OWNER before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc. for complying with requirements of Bidding Document shall not be construed to be a change in the scope of work under the Contract.
- 12.3 Any change order as above comprising an alteration which involves a change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the contract by way of an increase or decrease in the contract price and adjustment of the Time Schedule, if any.
- 12.4 If the contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the OWNER in writing.
- 12.5 If there is a difference of opinion between the CONTRACTOR and OWNER whether a particular work or part of work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 12.7.
- 12.6 Within 10(ten) working days of receiving the OWNER's comments on documents submitted by the CONTRACTOR for approval, the CONTRACTOR's response in

writing stating which item(s) is/are potential change(s), if applicable, will be submitted to the OWNER.

12.7 **PROCEDURE**

- 12.7.1 During execution of work, if the CONTRACTOR observes that any new requirement not specific or intended in the Bidding Document has been indicated by OWNER, they shall discuss the matter with OWNER's representatives.
- 12.7.2 In case such modifications are required by the CONTRACTOR they would also discuss the matter with OWNER's representative.
- 12.7.3 In either of the two cases above, the representatives of both parties shall discuss the CONTRACT requirement and mutually decide whether the CONTRACT requirement constitutes a change order.
- 12.7.4 If it is mutually agreed that the CONTRACT requirement constitutes a "Change Order: then a joint memorandum will be prepared to confirm a "Change Order" with basic ideas of necessary agreed modifications.
- 12.7.5 CONTRACTOR will study the work required in accordance with the joint memorandum and assess subsequent schedule and cost effect if any.
- 12.7.6 The results of this study would be discussed mutually to enable OWNER to give a final decision whether CONTRACTOR should proceed with the Change Order or not, in the best interest of the CONTRACT.
- 12.7.7 If OWNER's representative accepts the change order in writing then CONTRACTOR shall proceed with the work stipulated in the Change Order. Time worked by all workmen employed and a statement showing the description and quality of all material and plant utilised for extra work shall be submitted to OWNER. The OWNER's representative shall sign and return to the CONTRACTOR the statement, as agreed. At the end of each month the CONTRACTOR shall deliver to the OWNER's representative a priced statement of the labour, materials and plant used. Whenever any dispute arises as to cost allocation between the CONTRACTOR and the OWNER, the voucher shall nevertheless be signed by the OWNER as a record of time worked and material used. List and vouchers so signed will be the subject of negotiations between the OWNER and the CONTRACTOR regarding their costs allocation.
- 12.7.8 In case mutual agreement whether CONTRACT Requirement constitutes a Change Order or not, is not reached prior to the start of the work, then CONTRACTOR, in the interest of the CONTRACT, shall take up the implementation of the work, if advised in writing to do so by OWNER's representative. Pending settlement between the two parties to the effect whether the CONTRACT Requirement constitutes a change order or not as per the terms and conditions of contract documents shall be decided/ settled mutually.
- 12.7.9 The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work is constituting a change order, the same shall be compensated taking into account the records kept and in accordance with the contract.
- 12.7.10 Should the amount of Extra Work/Change Order, if any, which the CONTRACTOR may be required to perform by the OWNER, fairly entitles the CONTRACTOR to extensions of time beyond the scheduled completion date for completion of either the

whole of the works or for such Extra work only, the OWNER and the CONTRACTOR shall mutually discuss and decide the extension of time, if any to be granted to the CONTRACTOR.

13.0 **PRICE ESCALATION**

13.1. The contract price shall be deemed to be firm and valid for the entire duration of the contract till the completion of work, and shall not be subject to any adjustment due to increase in prices of materials, utilities, or any other input for performance of work under the contract.

14.0 **COMPLIANCE WITH LAWS**

14.1 The CONTRACTOR shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act
- vi) Apprentices Act
- vii) Workman's Compensation Act
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of coating plant.

14.2 Similarly the CONTRACTOR shall abide by all the applicable rules, regulations, statutes, laws governing the performance of works outside India, if applicable.

14.3 OWNER shall not be responsible for any default by CONTRACTOR due to lack of information on the part of the CONTRACTOR.

14.4 The contractor shall submit the following insurance covers before start of the job:

- a) Workmen Compensation
- b) Public liability on the total contract value.

15.0 **SCHEDULE OF RATES**

The Schedule of Rates (SOR) shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Technical Specifications, Drawings and any other Document forming part of the contract. The quantities shown against the various items are only approximate and subject to variations as per the stipulation made in General Conditions of Contract. The contracted rates shall include any variations in the quantities of work.

All the works, item wise, shall be measured upon completion and paid for at the contracted rates. In case any activity though specifically not covered in Schedule of Rates description but the same is covered under Scope of work/ specification/Drawings etc., no extra claim on this account shall be entertained, since SOR is to be read in conjunction with SCC, GCC, Technical specifications, drawings & any other documents forming part of the contract.

All items of work in the Schedule of Rates shall be carried out as per the Specifications, drawings and instructions of the Engineer-in-Charge and the Rate so quoted in Schedule of Rates shall be inclusive of all material, consumable, labour, supervision, tools and tackles, as well as preparatory, incidental, intermediate/auxiliary/ancillary or enabling works etc.

16.0 **INTELLIGENT PIGGING SUCCESSFUL/ NOT SUCCESSFUL**

16.1 **INTELLIGENT PIGGING SUCCESSFUL**

Intelligent Pigging run shall be considered SUCCESSFUL provided at the end of the intelligent pigging runs, the contractor is able to deliver valid interpretable and physically verifiable data, which after dig site verification in the field is found in conformity with the defect significance mentioned in “SCOPE OF WORK & TECHNICAL SPECIFICATION” section of the bid document.

16.2 **INTELLIGENT PIGGING NOT SUCCESSFUL**

Intelligent Pigging run shall be considered NOT SUCCESSFUL provided at the end of the intelligent pigging run, the contractor is able to deliver valid interpretable and physically verifiable data which after dig site verification in the field is found in non conformity with the defect significance mentioned in “SCOPE OF WORK & TECHNICAL SPECIFICATION” section of the bid document.

16.3 After intelligent pigging if the verifiable data received is found in non-conformity with the defect significance mentioned in “Scope of Work & Technical Specification” then contractor can do the re-run of the intelligent pigs and do the verification at the new location as decided by BCPL and with no extra cost to BCPL. However the completion time will remain same. If still the mismatch exists between the verifiable data received from the intelligent pigging and that of dig site verification then Intelligent Pigging run shall be considered NOT SUCCESSFUL as per clause no. 16.2 above.

17.0 **ABNORMALLY HIGH UNIT RATES (AHR ITEMS) – As per GCC.**

18.0 **OWNER'S OBLIGATION**

The following shall be the responsibility of the OWNER

18.1 Operation of valves, Launcher/Receiver barrel.

18.2 Monorail and one chain pulley-block (3-Ton), at launcher & receiver and necessary online instruments.

18.3 BCPL shall arrange 230VAC, 50 HZ power supply. The bidder has to make necessary arrangements in-case any other type of power supply is required by him.

18.4 BCPL shall arrange fire tender at various stations.

18.5 BCPL shall provide existing communication (wherever available) to the extent available for local use only.

- 18.6 BCPL shall provide existing set up/facilities at each of the launcher / receiver stations. No modifications on any of these facilities shall be allowed as these are constructed with proper design following international standards / codes. However, any modifications, if warranted, shall be carried out by the contractor with written permission of the Owner at his own risk and cost.
- 18.7 BCPL shall assist the Contractor for the disposal of debris coming out from the pipeline. Cleaning of Pigs is the responsibility of the Contractor.
- 18.8 BCPL will excavate the pipeline during defect verification and it only includes excavation, removal of coating, cleaning of pipe-surface, re-coating, back filling & ROU restoration.
- 18.9 Contractor shall make his own arrangements for accommodation of his personnel. However, BCPL may provide guesthouse accommodation to contractor personnel **depending on availability** at locations where BCPL has its own Guest House **on chargeable basis**.

## 19.0 CONTRACTOR'S OBLIGATION

Apart from OWNER's obligation mentioned in the Clause no. 18 of SCC, all other obligations/ responsibility are with the contractor to complete the entire job as per terms and conditions of tender document. This will include but not limited to the following:

- i. Deployment of adequate skilled and unskilled work force for Pig handling at Launcher and receiver, which includes lifting the Pigs in the barrel, removing the Pigs from the barrel, assistance for preparation of Pigs, cleaning of Pigs.
- ii. Lifting / Handling Tools at each launcher & receiver for loading and unloading the Pigs, handling the heavier Pigs like CDP & XYZ-Mapping Tool during Launching & Retrieval of Pigs and for Pig repair.
- iii. Lifting arrangements for heavier Pigs.
- iv. Providing all types of pigs (foam, brush, magnetic, calliper & MFL tool) along with necessary spares & equipments to complete the pigging activities as per Scope of Work.
- v. Supply of Permanent markers.
- vi. Installation of the underground **permanent markers**, well in advance all along the pipeline at **2.5 Km** interval.
- vii. Supply of pig tracking devices.
- viii. Deployment of adequate tracking personnel along with proper communication device.
- ix. Deployment of adequate pigging experts.
- x. Deployment of adequate data interpreter of intelligent pigging along with all necessary equipments for data interpretation.

- xi. Deployment of NDT experts along with equipments for dig verification.
- xii. Arrangement of accommodation for his personnel.
- xiii. Arrangement of adequate number of vehicles for conveyance of contractor's work force, transportation of machines, tools. At least 03 vehicles will be required, one for Pig tracking team and one each for Pig launching & receiving team.
- xiv. Supply of Nitrogen for pigging along with all necessary fitting and tubing.
- xv. Arrangement of non-sparking tools while working at the hazardous locations
- xvi. Arrangement of other tools required.
- xvii. Arrangement of stores for storing the material
- xviii. Arrangement of food and shelter for the contractor's work force

## 20.0 **ENTRY PASSES, GATE PASSES, WORK PERMITS & SAFETY REGULATIONS**

### 20.1 **ENTRY PASSES**

- 20.1.1 The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed Performa available with OWNER. The photo entry passes shall be issued by OWNER for a maximum period of three (03) months and if extension is required by the CONTRACTOR, he shall have to apply separately for extension. As a special case temporary entry passes for a maximum period of seven days may be issued.
- 20.1.2 Unutilized/Expired entry passes shall have to be submitted immediately to OWNER.
- 20.1.3 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 will have to pay as per standard guidelines of BCPL Security Department.
- 20.1.4 Identity card issued by the security section should always be carried/displayed by contractor's employee while working inside the plant/platform.

### 20.2 **GATE PASSES**

To bring material/equipments/tools/ tackles etc. inside the plant for execution of job, the CONTRACTOR has to produce challans/proper documents to the Owner's personnel at gate. The materials shall be checked thoroughly by the Owner's personnel at gate and recorded in their register before allowing any materials to bring inside the Plant/platform by CONTRACTOR/his representative. It is Contractor's responsibility to see that the recorded entry No., Date, Signature of Owner's authorized representative personnel with stamp are there on the challan/supporting documents before taking any materials inside the plant. In addition to above, entry of the material will be permitted only during the stipulated working hour, and more so, if consignee is available to receive the said material.

To take Contractor's materials out of the plant, the CONTRACTOR has to apply with specific purpose/reasons to the ENGINEER-IN-CHARGE, attaching challans/supporting documents signed by Owner's personnel at gate during entry. Moreover, a certificate from the Management certifying that the nomenclature and specification shown in the challan conforms to the original one as correct, will be issued. The

CONTRACTOR shall abide by security regulations as enforced by OWNER from time to time.

20.3 **WORK PERMIT**

20.3.1 Hot WORK permit are to be obtained for all the jobs, which are capable of generating flame, spark, heat, etc., like

- (1) Gas cutting
- (2) Grinding
- (3) Welding
- (4) Use of any electrical/Diesel/Petrol/battery operated prime mover/ M/c / tools/ equipments etc. like Generator set, Mixer M/c, Drilling M/c, pumps, crane, fork lifter, hand lamp, truck, trailer, megger etc.
- (5) Chipping/Breaking of rocks/concrete.
- (6) Man entry to vessel/pipeline.
- (7) Erection of pipes/structures/equipments.
- (8) Hacksaw cutting and drilling.
- (9) Hot application coating/wrapping.
- (10) Post-weld heat treatment of equipment/piping.
- (11) Opening of hydrocarbon vessels, man entry into confined space like excavation pit, sumps etc.
- (12) Excavation of earth.
- (13) Radiography.

20.3.2 Cold WORK permits are to be obtained for the jobs which are not coming under the category of HOT WORK and where there is no risk of fire like:

- (i) Transportation/backfilling of ordinary soil in manual process.
- (ii) Arrangement for making welding/hot WORK booth, setup for temporary power/water connection, shed for protecting Machines from rain etc.
- (iii) Cold application of hot & cold insulating materials on pipes & equipments.
- (iv) Hydro testing.
- (v) Shuttering, fixing of reinforcement, hand mix concreting, plastering, brickwork, etc.

According to the nature of WORK and use of various types of equipments & tools the CONTRACTOR has to apply for cold/hot permits in a prescribed format at least three days before the WORK is planned to start. No WORK permit shall be issued by the competent authority unless proper arrangement is made by the CONTRACTOR at site to ensure safe performance of WORK inside the plant/platform. Job wise and area wise permit shall be issued to the CONTRACTOR and against each permit at least one supervisor and one safety supervisor of required level shall always be made available at site by the CONTRACTOR. The supervisor shall have sufficient experience in relevant field.

## 20.4

### **VEHICLE PERMIT**

Permits are to be obtained separately for Entry/use of vehicles/Trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:

- (1) Vehicle/Equipment/etc should be brought to site in good condition.
- (2) Muffler/Spark arrestor of approved quality is to be provided at exhaust pipe end and fuel tank should be locked.
- (3) Cover should be provided on battery.
- (4) Valid road tax certificate, fitness certificate and insurance policy from competent authority.
- (5) Valid operating/driving license of driver/operator.
- (6) Valid load test certificate from competent authority.

## 20.5

### **VALIDITY OF THE PERMIT**

- (1) Permit shall be valid between 8.30 hrs. and 17:00 hrs.
- (2) No permit is valid if it is not renewed by the shift in- charge/his representative in shifts (morning & evening).
- (3) The permit shall be issued for a maximum period of one day and if extension is required, the CONTRACTOR has to apply for fresh permit.
- (4) As a special case working hours may be extended up to 21.00 hrs. after approval of ENGINEER-IN-CHARGE, if the CONTRACTOR applies for extended hours well in advance with valid reasons.
- (5) No permit is valid on holidays unless special permission is obtained from the competent authority.

## 20.6

### **SAFETY REGULATIONS**

### 20.6.1

#### **REGARDING WORK PERMIT**

The WORK shall be carried out inside the plant/platform as per safety practices enforced by OWNER safety section and instruction of EIC issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implementation. To obtain WORK permit and to satisfy all conditions laid down therein, shall be the responsibility of the CONTRACTOR. No claim for idling of machinery, plant, manpower etc for safety reasons or non-issuance of WORK permit by I/C, Safety Section shall be considered.

The CONTRACTOR shall abide by all safety regulations of the plant and ensure that safety equipment for specific job kit as stipulated in the factory act/safety handbook is issued to the employee during the execution of WORK, failing which all the WORKS at site will be suspended.

### 20.6.2

#### **REGARDING HOT WORK**

- (1) When doing hot WORK inside the plant/platform, the CONTRACTOR must ensure that the fire hose is hooked up with the fire water system and extended to

the WORK spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/generation of sparks/hot metals from the booth made of asbestos cloth/sheet and wetting them with water. The CONTRACTOR must arrange sufficient number of fire hoses and fire fighting equipments of approved quality at his own cost to carry out hot job inside the plant.

- (2) Opening of OWS/Sewer pit must be covered with asbestos sheet and cloth while carrying out hot WORK near such openings.
- (3) Welding & Electrical cables should be of approved quality, continuous and full with insulation. No jointing & loose connection will be permitted.
- (4) At the end of the working day the CONTRACTOR must inform electrical section to switch off power at substation end and must ensure that they make off all switches from substation and machines.
- (5) In some sensitive area of the plant only pneumatic tools/tackles are allowed to operate.
- (6) Only non-sparking hammers are allowed to be used inside the plant.
- (7) The CONTRACTOR must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various job to be carried out inside the plant.
- (8) Grass to be removed around and below the hot work location and water to be sprayed before starting the hot job.

#### 20.6.3 **REGARDING USE OF VEHICLE**

- (1) Vehicle must not ply on any road within the plant at a speed exceeding permitted speed for particular plant.
- (2) Mobile crane/loaded trucks/trailers must not exceed speed limit of 10 km/hr. inside the plants.
- (3) No crane is allowed to move inside the plant with load.
- (4) Parking of vehicles shall not be permitted inside the plant premises.

#### 20.6.4 **PERSONNEL QUALIFICATION**

20.6.4.1 The personnel operating the ILI systems, personnel handling, analysing and reporting the inspection results shall be qualified and certified according to ANSI/ASNT-ILI-PQ-2005 (or later version/superseding document).

20.6.4.2 The key personnel shall meet the following minimum qualifications (ref. ANSI/ASNT-ILI-PQ-2005):

- (a) Team leader during ILI field activities: Level II Tool Operator for the applicable technology
- (b) Data analysis and reporting: Level II Data Analyst for the applicable technology
- (c) Review of final Client report: Level III Data Analyst for the applicable technology. The review shall include (but not limited to) e.g. a quality check of data analysis and reported results.

20.6.4.3 List of personnel to be deployed for the ILI tool run, data analysis and final report review shall be submitted to BCPL along with their resumes.

21.0 **TERMS OF PAYMENT**

Payment shall be released to the contractor after successful pigging of both pipelines against running account bills duly certified by Engineer-in-Charge after affecting the necessary deductions/ recovery accrued thereon. The basis for payment against various items shall be as below.

21.1 **Prorata payment shall be made as under for each pipeline;**

| Sl.  | %age | Payments Description                                                                                                                                                                                                                                                                                                                                                                               |
|------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i)   | 10%  | Against completion of cleaning pigging & all associated field activities and acceptance of Preliminary Pipeline Cleaning report by BCPL.                                                                                                                                                                                                                                                           |
| ii)  | 25%  | Against completion of high-resolution inspection tools including XYZ mapping and confirmation by Contractor that verifiable and interpretable data has been generated by High Resolution inspection tool, which will meet the specifications as mentioned in "Defect Significance" in Technical Specifications of bid Document.                                                                    |
| iii) | 30%  | On submission of Preliminary report on high-resolution inspection run, reporting the verifiable defects as per "Defect Verification" in Technical Specifications of bid Document and confirmation by BCPL after dig verification that reported defects are found in conformity with "Defect Significance" of technical specification in bid Document after joint defect verification in the field. |
| v)   | 30%  | On submission and acceptance of Final Work Report, Recommendation for Repair Report (RRR) and Fitness for Purpose (FFP) report                                                                                                                                                                                                                                                                     |
| vi)  | 5%   | On completion of inline inspection of all pipelines covered under scope of work.                                                                                                                                                                                                                                                                                                                   |

21.2 **Compensation for extended stay**

In the event of the time of completion of work getting delayed beyond the time schedule/validity indicated in the bidding document plus a grace period due to reasons solely attributable to OWNER, the Contractor shall be paid compensation for

extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipments etc. at site of work. The compensation period shall start after the grace period.

The bidder is required to specify the rate for ESC on per week basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done for a period of 1/4<sup>th</sup> of the time schedule (taken as number of weeks) or 12 weeks whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be construed that no ESC is required by the bidder.

While calculating 1/4<sup>th</sup> of the time schedule for evaluation, the figure will be rounded-off to the next higher digit.

### 21.3 **Non Deployment of Resources**

In case the contractor fails to deploy the resources, deductions will be made from the running bill as per below details:

- |    |                                      |   |                   |
|----|--------------------------------------|---|-------------------|
| 1. | Non deployment of unskilled manpower | : | Rs. 750/man-day   |
| 2. | Non deployment of skilled manpower   | : | Rs.1,500/man-day  |
| 3. | Non deployment of vehicle            | : | Rs.5,000/day      |
| 4. | Non deployment of Nitrogen Cylinder  | : | Rs.2,000/Cylinder |

21.4 The work/ service is “**technical service**” type, hence the taxes/duties are applicable accordingly. For details, refer clause no 27.0 and other relevant clauses mentioned in SCC & GCC.

### 22.0 **ORGANISATION FOR THIS WORK**

Subject to the provisions in the contract document and without prejudice to Contractor’s liabilities and responsibilities to provide adequate qualified skilled, semi skilled and unskilled personnel on the work, CONTRACTOR shall deploy site organisation and augment the same as decided by the Engineer-in-Charge depending upon the job requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to OWNER.

### 23.0 **EQUIPMENTS, TOOLS & TACKLES**

The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipments, tools & tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to OWNER.

### 24.0 **QUALITY CONTROL AND RE-USING THE DIFFERENT PIGS**

Quality control by the contractor has to be developed in consultation with the Engineer-In-Charge regarding the re-usability of the pigs and associated instruments. Contractor to get validation from Engineer-in-charge or its representatives before re-use of the utility and intelligent pigs.

The contractor has to supply all the pigs including cleaning pigs as per the attached specification of the pigs. BCPL shall check and ensure the quality of

the foam pigs and the guide & sealing disks of the pigs by destruction test on sample basis. The contractor shall supply additional foam pig and guide/sealing disks for the destructive testing by BCPL to ensure the quality as per the specification without any financial implication to BCPL.

25.0 **PIPELINE**

Pipeline shall mean the entire length of pipeline from launcher to receiver of the pipeline covered under scope of work.

26.0 **MOBILIZATION**

“Mobilization” as per clause no. 1.1.31 of GCC shall mean the mobilization of inspection equipments, tools, tackles, spares, consumables, manpower etc as mentioned in the bidding documents.

27.0 **TAXES & DUTIES AND LEVIES:**

27.1 In case of **Foreign Bidder**, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc. as are payable to any Government, Local or Statutory Authority in any Country other than India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, for the performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid from CIF Port/C&F Port/Airport of Entry and FOB-Port/Airport of Export/Sea Port of Export in vendor's country and the contract shall not be varied in any way on this account. However, Taxes, Duties and Levies in India (**except TDS & Service Tax**) shall be borne by BCPL.

27.2 In case of **Indian/Domestic Bidder**, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties, octroi/levies, etc (**except Service Tax**) now in force or hereafter imposed, increased, modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance & old age pensions or annuities now or hereafter imposed by any Country including India [any Local, Central or State Government Authorities] with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor & the Contractor shall be responsible for the compliance of all sub-Contractors, with all applicable Central, State, Municipal and local law & regulation and requirement of any Central, State or local Government Agency or Authority.

Contractor further agrees to defend, indemnify & hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the work provided for by this Contract, by Third Parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per rules & regulations in force in accordance with Acts prevailing from time to time. The bidder shall be deemed to have been fully informed with respect to all such liabilities as stipulated above and considered the same in his bid and the contract shall not be varied in any way on this account.

### 27.3

#### Service Tax:

Pursuant to above Clause, in case of '**Domestic Bidder**', Quoted prices should be inclusive of all taxes & duties and exclusive of Service Tax. For Domestic Bidder, the responsibility of payment of Service Tax shall be of the bidder and same shall be reimbursed by BCPL.

For claiming Service Tax, bidder has to submit Cenvat Invoice.

The vendor shall also furnish copy of Service Tax Registration Certificate alongwith the offer, wherever service tax is applicable. Alternatively, bidder shall furnish the same within 01 (one) month from the date of issue of 'Letter of Acceptance (LOA)' or alongwith first Invoice. In case, Service Tax is applicable for the tendered work, Contractor shall claim the Service Tax indicating rate of abatement / deduction allowed as per Service Tax Act in the first Invoice itself. Vendor **providing taxable service shall issue an Invoice, a Bill or as the case may be a Challan which is signed, serially numbered and shall contain the following:**

- (a) The name, address and registration no of such person / contractor
- (b) The name and address of the person / contractor receiving taxable service
- (c) Description, classification and value of taxable service provided
- (d) Service Tax amount
- (e) The Invoice raised should bear proper Serial No.

For **Foreign Bidder**, in case, the bidder is having establishment in India, the responsibility of payment of Service Tax shall be of the bidder and same shall be reimbursed by BCPL. However, in case **Foreign Bidder** is not having any establishment in India, the Service Tax shall be paid by BCPL, provided a certificate to the effect of not having any permanent establishment in India is submitted by the Bidder.

Payment to service provider for claiming Service Tax amount will be made, provided above formalities are fulfilled.

In case of statutory variation in Service Tax during the currency of the Contract, the Contractor shall submit a copy of the Government Notification to evidence the rate as applicable on the date of submission of bid and on the date of revision.

Further, claim for payment of Service Tax / statutory variation in Service Tax, should be raised within 02 (two) months from the date of issue of Government Notification for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

### 27.4

#### Withholding Tax:

TDS [Tax Deducted at Source] (both for **foreign bidder and domestic bidder**) towards Withholding Tax [Income Tax of India], if applicable, shall be deducted as per prevailing rate & a certificate to this effect shall be provided.

TDS (Withholding Tax) shall be deducted on **works value** as applicable from time to time as per "Central Board of Direct Tax of Government of India" Circular issued in this regard and prevailing at the time of Payment. Presently, the TDS rate on works (**Technical Services**) for **Foreign Bidder** is 10% + surcharge [@10.5575%], provided

the bidder is having Indian Permanent Account No. (PAN). If the **Foreign Bidder** who not having Indian PAN, then the TDS rate would be 20%+Surcharge [@22.66%]. In case the works/job is not falling under the category of "Technical Services", then TDS shall be applicable @ 42.23% + Surcharge. TDS Certificate for the same shall be issued by BCPL.

#### **FORMAT**

*[To be printed on letter head & signed and stamp by Authorized Signatory]*

#### **CERTIFICATE OF DECLARATION**

It is certified that M/s \_\_\_\_\_ Limited has no permanent establishment in India and M/s \_\_\_\_\_ Limited is assessed to Income Tax Authorities in xxxx (Bidder's Country) and our Income Tax number is \_\_\_\_\_ [copy attached].

Further, M/s \_\_\_\_\_ Limited, xxxx "does not have"/"possess" Permanent Account Number (PAN):----- in India [copy attached/not attached].

For and On behalf of M/s \_\_\_\_\_ Limited

(Authorized Signatory)

#### **27.5 Statutory\_Variations:**

Bidder should quote prices inclusive of excise duty & sales tax applicable on finished product. Any statutory variations in excise duty & sales tax on finished product during the Contractual Completion Period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to BCPL. However, any increase in the rate of these taxes & duties [E.D. and S.T.] beyond the Contractual Completion Period shall be to Contractor's account and any decrease shall be passed on to BCPL.

#### **28.0 DEDUCTIONS FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which CONTRACTOR is liable under the CONTRACT shall be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR, regularly as and when they fall due. All such claims shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15 days) of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER shall deduct the amount, from any amount due or becoming due to the CONTRACTOR under the Contract or may be recovered by actions of law

or otherwise, if the CONTRACTOR fails to pay the OWNER of such claims. Intimation regarding deduction shall be given to contractor.

**29.0 CONTRACT PERFORMANCE SECURITY:**

29.1 The Contract Performance Bank Guarantee (CPBG) / Security Deposit (SD) having 10% of contract value (exclusive of service tax) shall be submitted by the contractor within 15 days on issuance of Fax of Intent or LOA whichever is earlier.

29.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

29.2.1 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

29.3 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

29.4 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

**30.0 OPERATIONAL CONSTRAINTS**

BCPL reserve the right to suspend temporarily or not executing all or some of the pipelines under the present scope of work due to operational constraints. Therefore, contractor may have to demobilize its man, machine & equipments to another site in the present scope of work. However in case BCPL feels that the operational constraints are over, then after getting the written intimation from the Engineer In-Charge , the contractor has to mobilize its equipments, man and machine again to that site within thirty (30) days . The mobilization and

demobilization of its man, machine & equipments in this case will be borne by the contractor.

**31.0 USAGE OF COMBINATION TOOL**

The contractor may use the combination tool for MFL based High resolution Pigs for Corrosion Detection (CDP) & Axial defect Detection (ADD), but the tool shall meet the following criterion:

- a) The quoted model of the Combination tool shall qualify the Bid evaluation Criteria as mentioned in the "Instruction to Bidder" of this tender document.
- b) The combination tool shall meets all the specifications & detection capability criteria mentioned in this tender document.

Documentary evidence to be submitted to authenticate the same.

The XYZ mapping tool can be separate or a combination with CDP or ADD or any other. If it is a combination tool then separate running of the XYZ tool will not be required.

**32.0 COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):**

Time is the essence of the Contract, in case the Contractor fails to complete the work within the stipulated period, then, unless such failure is due to owner's default, the Contractor shall pay to the owner, by way of compensation for delay and not as penalty, a sum at the rate of ½ % (half percent) of the value of the Contract for delay per week or part-thereof subject to a maximum of 5% of the value of the Contract. The decision of the Engineer In charge in regard to applicability of compensation for delay shall be final and binding on the Contractor.

**Annexure-A :**

| Sl. No. | REGION                                  | NAME OF PIPELINE  | DIA (Inch)  | LENGTH (KM) | No. of Sections | Type of Gas | MAOP/ DESIGN PRESSURE (KG/CM2) [OR] RECENT HYDROTEST PRESSURE | OPERATING PRESSURE (KG/CM2) AS PER FFP RRR Report | YEAR OF START-UP | Year of last ILI | Flow (SCM/hr) (Yes/ No) | VELOCITY (M/S) | Max. Thick (MM) | Min. Thick (MM) | Type of Bend |
|---------|-----------------------------------------|-------------------|-------------|-------------|-----------------|-------------|---------------------------------------------------------------|---------------------------------------------------|------------------|------------------|-------------------------|----------------|-----------------|-----------------|--------------|
| 1       | Duliajan to Lepetkata, Dibrugarh, Assam | Rich Gas Pipeline | 18 (457 mm) | 48.684      | 1               | Dry         | 82                                                            | 52-70                                             | March' 2014      | NOT DONE         | 250000                  | >1.0           | 8.5             | 6.4             | 6D           |
| 2       | Lepetkata to Duliajan Dibrugarh, Assam  | Lean Gas Pipeline | 18 (457 mm) | 48.680      | 1               | Dry         | 82                                                            | 25-40                                             | March' 2014      | NOT DONE         | 250000                  | >1.0           | 8.5             | 6.4             | 6D           |

- Both the pipelines were commissioned in March'2014 and Pigging was done during hydrotesting.

**B.1: Corrosion Detection Pig (CDP)****B.1.1 Detection Capability and Sizing Accuracy (Minimum Requirement)**

L : Axial Length of the defect

| IDENTIFICATION / CHARACTERISATION DEFECT                   | MINIMUM DETECTION CAPABILITY OF DEPTH AT 90% PROBABILITY OF DETECTION (POD) | SIZING ACCURACY AT 80% CONFIDENCE LEVEL |            |            |
|------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------|------------|------------|
|                                                            |                                                                             | DEPTH                                   | LENGTH     | WIDTH      |
| GENERAL CORROSION<br>$W \geq 3t, L \geq 3t$                | 0.1t                                                                        | +0.1t                                   | +20MM      | +20MM      |
| CIRCUMFERENTIAL GROOVING<br>$1t \leq L \leq 3t, W \geq 2t$ | 0.15t                                                                       | +0.20t                                  | +20 MM     | +15 MM     |
| GENERAL CORROSION IN GIRTH WELD<br>$W \geq 3t, L \geq 3t$  | 0.25t                                                                       | $\pm 0.25t$                             | $\pm 30MM$ | $\pm 30MM$ |

W : Width of the defect

t : Wall thickness of pipeline or 10mm whichever is more

**B.1.2 Locational Accuracy (Minimum Requirement)**

|      |                            |                                                                     |
|------|----------------------------|---------------------------------------------------------------------|
| (i)  | <b>AXIAL</b>               |                                                                     |
|      | Within Pipe<br>From Marker | $\pm 0.10M$<br>$\pm (1.0M + 1\% \text{ of the distance travelled})$ |
| (ii) | <b>CIRCUMFERENTIAL</b>     | $\pm 10 \text{ DEGREE}$                                             |

**B.1.3** Proposed high resolution Circumferential Corrosion detection Pig (CDP) (using MFL Techniques) for the job should be able to discriminate between external & internal defects.

**B.1.4** Proposed high resolution CDP Should be able to detect defects at velocity & pressure of  $\geq 0.50$  Meter/Second &  $\geq 10.0$  Kg/Cm<sup>2</sup> respectively.

**B.1.5** Proposed high resolution CDP Should be capable of completing the intelligent pigging in 01 (one) continuous single run for each pipeline covered under Scope of Work.

**B.1.6** Bidder should be owner of all the proposed CDP and pull-through testing facilities. In support of the same, the confirmation by the Bidder shall be submitted as per **Annexure-C**.

**B.2: Axial Defect Detection Pig (ADD)****B.2.1 Detection Capability and Sizing Accuracy (Minimum Requirement)**

| IDENTIFICATION / CHARACTERISATION DEFECT                  | MINIMUM DETECTION CAPABILITY OF DEPTH AT 90% PROBABILITY OF DETECTION (POD) | SIZING ACCURACY AT 80% CONFIDENCE LEVEL |                     |                     |
|-----------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------|---------------------|---------------------|
|                                                           |                                                                             | DEPTH                                   | LENGTH              | WIDTH               |
| GENERAL CORROSION<br>$W \geq 3t, L \geq 3t$               | 0.2t                                                                        | $\pm 0.15t$                             | $\pm 20\text{MM}$   | $\pm 20\text{MM}$   |
| AXIAL SLOTING<br>$0 \leq W \leq 1t, L \geq 1t$            | 0.2t                                                                        | $\pm 0.20t$                             | $\pm 15 \text{ MM}$ | $\pm 15 \text{ MM}$ |
| GENERAL CORROSION IN GIRTH WELD<br>$W \geq 3t, L \geq 3t$ | 0.3t                                                                        | $\pm 0.30t$                             | $\pm 30\text{MM}$   | $\pm 30\text{MM}$   |

L : Axial Length of the defect

W : Width of the defect

t : Wall thickness of pipeline or 10mm whichever is more

**B.1.2 Locational Accuracy (Minimum Requirement)**

|      |                            |                                                                                |
|------|----------------------------|--------------------------------------------------------------------------------|
| (i)  | <b>AXIAL</b>               |                                                                                |
|      | Within Pipe<br>From Marker | $\pm 0.10\text{M}$<br>$\pm(1.0\text{M}+1\% \text{ of the distance travelled})$ |
| (ii) | <b>CIRCUMFERENTIAL</b>     | $\pm 10 \text{ DEGREE}$                                                        |

**B.2.3** Proposed high resolution Axial Defect Detection Pig (ADD) (using MFL Techniques) for the job should be able to discriminate between external & internal defects.

**B.2.4** Proposed high resolution ADD Should be able to detect defects at velocity & pressure of  $\geq 0.50 \text{ Meter/Second}$  &  $\geq 10.0 \text{ Kg/Cm}^2$  respectively.

**B.2.5** Proposed high resolution ADD Should be capable of completing the intelligent pigging in 01 (one) continuous single run for each segment covered under Scope of Work (Group II).

**B.2.6** Bidder should be owner of all the proposed CDP & ADD and pull-through testing facilities. In support of the same, the confirmation by the Bidder shall be submitted as per Annexure-C.

**Note:** Bidders willing to participate should meet criteria for B.1 & B.2 both.

Date:

**C.1 Confirmation by Bidder about Ownership of Pull Through Test Facility**

We, M/s \_\_\_\_\_ confirm that we own a Pull Through Test Facility for the calibration of MFL Tools of all the sizes covered under the quoted group for the identification of anomalies of pipeline as mentioned in the tender document. We are ready to offer for witnessing the Pull Through Test to M/s BCPL (India) Limited as per the tender requirement vide RFQ No. \_\_\_\_\_

Address of the Pull Through Test Facility \_\_\_\_\_

**C.2 Confirmation by Bidder about Ownership of all proposed MFL Tools**

We, M/s \_\_\_\_\_ confirm that we own all the proposed MFL Tools (**CDP & ADP**) of size covered under the bid quoted for this pipeline.

The proposed MFL Tool of size for which bid is offered or above for (CDP & ADP) has been used in past. The list of such pipelines on which ILI carried out successfully is as per below mentioned table.

| S/n | Name of pipeline | Year of Inline Inspection | Name of the Organization |
|-----|------------------|---------------------------|--------------------------|
| 1   |                  |                           |                          |

Seal of the Bidder \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

**Documents to be attached with RA Bill**

| <b>Sl No.</b> | <b>Document</b>                                                                                                                                                                                                                                                                                                                                       | <b>Periodicity</b>                               | <b>Availability Status</b> |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------|
| A             | Copy of labour license (applicable, if contractor is engaging more than 20 workers)                                                                                                                                                                                                                                                                   | With first bill                                  |                            |
| B             | Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable)                                                                                                                                                                                                                                             | With first bill                                  |                            |
| C             | Copy of Contract Agreement                                                                                                                                                                                                                                                                                                                            | With first bill                                  |                            |
| D             | Gate Pass Details                                                                                                                                                                                                                                                                                                                                     | Every month                                      |                            |
| E             | Copies of Forms under Contract Labour (R&A) Act, 1970                                                                                                                                                                                                                                                                                                 |                                                  |                            |
| E.1           | Register of persons in Form XIII                                                                                                                                                                                                                                                                                                                      | Every month                                      |                            |
| E.2           | Register of Wages in Form XVII                                                                                                                                                                                                                                                                                                                        | Every month                                      |                            |
| F             | Copies of Forms under Factories Act, 1948                                                                                                                                                                                                                                                                                                             |                                                  |                            |
| F.1           | Form 11                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| F.2           | Form 12                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| F.3           | Form 13                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| F.4           | Form 14                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| F.5           | Form 15                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| F.6           | Form 16                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| G             | Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952                                                                                                                                                                                                                                                                  |                                                  |                            |
| G.1           | PF Challan                                                                                                                                                                                                                                                                                                                                            | Every month                                      |                            |
| G.2           | Form 12A                                                                                                                                                                                                                                                                                                                                              | Every month                                      |                            |
| G.3           | Form 2 (for new joinees)                                                                                                                                                                                                                                                                                                                              | Every month                                      |                            |
| G.4           | Form 11(revised) – for new joinees                                                                                                                                                                                                                                                                                                                    | Every month                                      |                            |
| G.5           | Form 3A                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| G.6           | Form 5                                                                                                                                                                                                                                                                                                                                                | Every month                                      |                            |
| G.7           | Form 10                                                                                                                                                                                                                                                                                                                                               | Every month                                      |                            |
| G.8           | Form 5A                                                                                                                                                                                                                                                                                                                                               | With first bill                                  |                            |
| G.9           | Form 9                                                                                                                                                                                                                                                                                                                                                | With first bill                                  |                            |
| G.10          | Form 6A                                                                                                                                                                                                                                                                                                                                               | At the end of financial year                     |                            |
| G.11          | Wage structure from O/o Regional Labour Commissioner,                                                                                                                                                                                                                                                                                                 | Half yearly basis                                |                            |
| G.12          | Proof of payment made to its employees deployed in BCPL,<br>(i) Copy of Monthly Salary Slip of individual employees signed by Authorized persons. Salary slip must contain heads mentioned in Appendix –A<br>(ii) Copy of E-payment details/ payment order deposited to bank.<br>(iii) Copy of individual bank accounts indicating deposit of salary. | By 7 <sup>th</sup> of Every month thru e-banking |                            |

# **MAP OF LEPETKATA- DULIAJAN PIPELINE NETWORK**

*(Attached Separately)*

**SCHEDULE OF RATES**

**PREAMBLE TO SCHEDULE OF RATES**

- (1) Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
- (2) The quoted rates should be inclusive of all taxes & duties including withholding taxes / Income Taxes except service tax and education cess thereon. Withholding tax/Income tax shall be deducted at source during payment as per rules in vogue.
- (3) Bidder's quoted prices shall be inclusive of all Taxes and duties (except service tax) in India as well as in bidder's country. While making the payments the owner shall deduct the works contract tax and income tax at prevailing rates and shall provide a certificate in this regard.
- (4) Service Tax : Bidder shall indicate rate of applicable service tax separately in SOR.  
For Domestic Bidder, the responsibility of payment of service tax shall be of the bidder and same shall be reimbursed by BCPL.  
For Foreign bidder, in case, the bidder is having establishment in India, the responsibility of payment of Service Tax shall be reimbursed by BCPL. However, in case bidder is not having any establishment in India , the service tax shall be paid by BCPL.  
However, Service tax shall be reimbursed/ paid up to maximum of service tax quoted in the SOR (except statutory variation).  
In case bidder does not quote Service Tax in the SOR, it will be presumed that the same is included in quoted price and in the event of payment of such service tax, the same shall be deducted from the payment and shall be paid to the statutory authorities.
- (5) The Evaluation shall be done on overall lowest basis for complete scope of services including service tax after considering CENVAT benefit. Contractor shall provide Cenvatable Documents, wherever applicable.
- (6) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates"

**Un-priced SOR**

**BIDDER NEED TO MENTION AS “QUOTED” IN UN-PRICED  
SOR**

**FOR INDIAN BIDDERS (UNPRICED SOR)**  
**Tender No.: BCPL/DIB/C&P/SER/20150166/BB**

| S<br>r. | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | UOM | Quantity | Unit Rate<br>(Rs.) | Total Amount<br>(Rs.) |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|--------------------|-----------------------|
| 1       | Mobilization of equipment, pigging tools, tackles, consumables, spares, accessories and personnel by CONTRACTOR at WORK SITE including but not limited to providing, handling, transportation of Foam, Gauging, Cleaning, High Resolution MFL based Corrosion Detection & Axial Defect detection & XYZ Mapping Pig. Providing Pipeline Locater, Pig-Tracking Devices, and supplying & installation of Permanent Pipeline Markers. Pull through test of Intelligent Pigs, transportation of Tools, Equipments, Contractor's men to site and abroad, as per specification and provision of the BID DOCUMENT including supply of material, equipment, manpower, transportation, consumables, spares, accessories etc. as required for satisfactory and timely completion of Inline Inspection of the Pipelines ( 18" NB) by running High Density Foam (01 run), Gauge (01 run), Cleaning( 04 runs), High Resolution XYZ Mapping Pig, MFL based high resolution Corrosion Detection Pigs & Axial Defect Detection Pigs for each pipeline at the flow rates mentioned in the BID document. Proper precaution to be taken to ensure that the internal coatings of the pipeline shall not get damaged. This also includes pig tracking of these pigs and defect verification. Site report preparation for foam, gauge, cleaning, XYZ-Mapping and Corrosion Detection Pig & Axial Defect Detection Pig runs. Data analysis, submission of preliminary report, dig site verification, preparation and submission of final WORK REPORT (in 5 sets of hard as well as soft copies) required for satisfactory completion of WORK in all respects as per specifications, drawings, scope of work and provision of BID DOCUMENT and directions of Engineer-In-Charge. The scope includes supply, of Permanent Markers at an interval of 2.5 Km, and completion of the job in its entirety, which is inclusive all taxes, duties in India and abroad. The Contractor is required to submit Recommendation for Repair Report (RRR) and Fitness For Purpose (FFP) Report after acceptance of Final Work / Inspection Report by BCPL.<br>The reports shall be Windows compatible. |     |          |                    |                       |
| A       | 18 INCH NB RICH GAS PIPELINE FROM DULIAJAN TO LEPETKATA- 48.684KM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | EA  | 1        | Do Not Quote       | Do Not Quote          |
| B       | 18 INCH NB LEAN GAS PIPELINE FROM LEPETKATA TO DULIAJAN - 48.680 KM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | EA  | 1        | Do Not Quote       | Do Not Quote          |
| 2       | TOTAL (Rs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |          |                    |                       |

|                       |                                                                                                                                                                                                                |              |                                             |              |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------------------------|--------------|
| 3                     | SERVICE TAX PERCENTAGE                                                                                                                                                                                         | Do Not Quote | SERVICE TAX AMOUNT                          | Do Not Quote |
| 4<br>=<br>2<br>+<br>3 | GRAND TOTAL (Rs.)                                                                                                                                                                                              |              |                                             |              |
| 5                     | CENVAT TO BE PASSED ON TO BCPL IN PERCENTAGE                                                                                                                                                                   | Do Not Quote | CENVAT AMOUNT TO BE PASSED ON TO BCPL IN Rs | Do Not Quote |
| 6                     | (6=4-5) NET TOTAL OF SOR                                                                                                                                                                                       |              |                                             | Do Not Quote |
|                       | NOTE:                                                                                                                                                                                                          |              |                                             |              |
|                       | 1. Considering nature of job in this tender, applicable rate of Service Tax is 14% on 70% of the contract value. However, bidder may quote different/actual Service Tax, as applicable as per tender document. |              |                                             |              |
|                       | 2. Basis of evaluation & Award shall be on 'Net Value' at (6) above (which includes all taxes, duties and service tax etc and then deducting CENVAT Amount as quoted above.                                    |              |                                             |              |
|                       | 3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly                                                                                      |              |                                             |              |

**Name , Sign and Seal of Bidder:**

**SCHEDULE OF RATES [UN-PRICED SOR]****FOR FOREIGN BIDDERS****Tender No.: BCPL/DIB/C&P/SER/20150166/BB**

| <b>Sr.</b> | <b>Item Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Unit of Measure</b> | <b>Quantity</b> | <b>Unit Rate</b> | <b>Total Amount</b> |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|------------------|---------------------|
| 1          | Mobilization of equipment, pigging tools, tackles, consumables, spares, accessories and personnel by CONTRACTOR at WORK SITE including but not limited to providing, handling, transportation of Foam, Gauging, Cleaning, High Resolution MFL based Corrosion Detection & Axial Defect detection & XYZ Mapping Pig. Providing Pipeline Locator, Pig-Tracking Devices, and supplying & installation of Permanent Pipeline Markers. Pull through test of Intelligent Pigs, transportation of Tools, Equipments, Contractor's men to site and abroad, as per specification and provision of the BID DOCUMENT including supply of material, equipment, manpower, transportation, consumables, spares, accessories etc. as required for satisfactory and timely completion of Inline Inspection of the Pipelines ( 18" NB) by running High Density Foam (01 run), Gauge (01 run), Cleaning( 04 runs), High Resolution XYZ Mapping Pig, MFL based high resolution Corrosion Detection Pigs & Axial Defect Detection Pigs for each pipeline at the flow rates mentioned in the BID document. Proper precaution to be taken to ensure that the internal coatings of the pipeline shall not get damaged. This also includes pig tracking of these pigs and defect verification. Site report preparation for foam, gauge, cleaning, XYZ-Mapping and Corrosion Detection Pig & Axial Defect Detection Pig runs. Data analysis, submission of preliminary report, dig site verification, preparation and submission of final WORK REPORT (in 5 sets of hard as well as soft copies) required for satisfactory completion of WORK in all respects as per specifications, drawings, scope of work and provision of BID DOCUMENT and directions of Engineer-In-Charge. The scope includes supply, of Permanent Markers at an interval of 2.5 Km, and completion of the job in its entirety, which is inclusive all taxes, duties in India and abroad.<br>The Contractor is required to submit Recommendation for Repair Report (RRR) and Fitness For Purpose (FFP) Report after acceptance of Final Work / Inspection Report by BCPL.<br>The reports shall be Windows compatible. |                        |                 |                  | Do not Quote        |

|   |                                                                                                                                                                                                                |              |                           |              |              |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------|--------------|--------------|
| A | 18 INCH NB RICH GAS PIPELINE FROM DULIAJAN TO LEPETKATA- 48.684KM                                                                                                                                              | EA           | 1                         | Do not Quote | Do not Quote |
| B | 18 INCH NB LEAN GAS PIPELINE FROM LEPETKATA TO DULIAJAN - 48.680 KM                                                                                                                                            | EA           | 1                         | Do not Quote | Do not Quote |
| 2 | <b>TOTAL(Rs.)</b>                                                                                                                                                                                              |              |                           | Do not Quote | Do not Quote |
| 3 | <b>SERVICE TAX PERCENTAGE, IF APPLICABLE</b>                                                                                                                                                                   | Do not Quote | <b>SERVICE TAX AMOUNT</b> |              | Do not Quote |
|   | <b>NOTE:</b>                                                                                                                                                                                                   |              |                           |              |              |
|   | 1. Considering nature of job in this tender, applicable rate of Service Tax is 14% on 70% of the contract value. However, bidder may quote different/actual Service Tax, as applicable as per tender document. |              |                           |              |              |
|   | 2. Basis of evaluation & Award shall be as per relevant clauses of ITB.                                                                                                                                        |              |                           |              |              |
|   | 3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly                                                                                      |              |                           |              |              |

**SOR (PRICED BID)**

**BIDDER NEED TO QUOTE PRICE IN PRICED BID**

**FOR INDIAN BIDDERS (PRICED SOR)****Tender No.: BCPL/DIB/C&P/SER/20150166/BB**

| S r. | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | UOM | Quantity | Unit Rate (Rs.) | Total Amount (Rs.) |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|-----------------|--------------------|
| 1    | Mobilization of equipment, pigging tools, tackles, consumables, spares, accessories and personnel by CONTRACTOR at WORK SITE including but not limited to providing, handling, transportation of Foam, Gauging, Cleaning, High Resolution MFL based Corrosion Detection & Axial Defect detection & XYZ Mapping Pig. Providing Pipeline Locator, Pig-Tracking Devices, and supplying & installation of Permanent Pipeline Markers. Pull through test of Intelligent Pigs, transportation of Tools, Equipments, Contractor's men to site and abroad, as per specification and provision of the BID DOCUMENT including supply of material, equipment, manpower, transportation, consumables, spares, accessories etc. as required for satisfactory and timely completion of Inline Inspection of the Pipelines ( 18" NB) by running High Density Foam (01 run), Gauge (01 run), Cleaning( 04 runs), High Resolution XYZ Mapping Pig, MFL based high resolution Corrosion Detection Pigs & Axial Defect Detection Pigs for each pipeline at the flow rates mentioned in the BID document. Proper precaution to be taken to ensure that the internal coatings of the pipeline shall not get damaged. This also includes pig tracking of these pigs and defect verification. Site report preparation for foam, gauge, cleaning, XYZ-Mapping and Corrosion Detection Pig & Axial Defect Detection Pig runs. Data analysis, submission of preliminary report, dig site verification, preparation and submission of final WORK REPORT (in 5 sets of hard as well as soft copies) required for satisfactory completion of WORK in all respects as per specifications, drawings, scope of work and provision of BID DOCUMENT and directions of Engineer-In-Charge. The scope includes supply, of Permanent Markers at an interval of 2.5 Km, and completion of the job in its entirety, which is inclusive all taxes, duties in India and abroad. The Contractor is required to submit Recommendation for Repair Report (RRR) and Fitness For Purpose (FFP) Report after acceptance of Final Work / Inspection Report by BCPL. The reports shall be Windows compatible. |     |          |                 |                    |
| A    | 18 INCH NB RICH GAS PIPELINE FROM DULIAJAN TO LEPETKATA- 48.684KM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | EA  | 1        |                 |                    |
| B    | 18 INCH NB LEAN GAS PIPELINE FROM LEPETKATA TO DULIAJAN - 48.680 KM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EA  | 1        |                 |                    |
| 2    | TOTAL (Rs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |          |                 |                    |

|                       |                                                                                                                                                                                                                |  |                                             |  |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------|--|
| 3                     | SERVICE TAX PERCENTAGE                                                                                                                                                                                         |  | SERVICE TAX AMOUNT                          |  |
| 4<br>=<br>2<br>+<br>3 | GRAND TOTAL (Rs.)                                                                                                                                                                                              |  |                                             |  |
| 5                     | CENVAT TO BE PASSED ON TO BCPL IN PERCENTAGE                                                                                                                                                                   |  | CENVAT AMOUNT TO BE PASSED ON TO BCPL IN Rs |  |
| 6                     | (6=4-5) NET TOTAL OF SOR                                                                                                                                                                                       |  |                                             |  |
|                       | NOTE:                                                                                                                                                                                                          |  |                                             |  |
|                       | 1. Considering nature of job in this tender, applicable rate of Service Tax is 14% on 70% of the contract value. However, bidder may quote different/actual Service Tax, as applicable as per tender document. |  |                                             |  |
|                       | 2. Basis of evaluation & Award shall be on 'Net Value' at (6) above (which includes all taxes, duties and service tax etc and then deducting CENVAT Amount as quoted above.                                    |  |                                             |  |
|                       | 3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly                                                                                      |  |                                             |  |

**Name , Sign and Seal of Bidder:**

**SCHEDULE OF RATES [PRICED SOR]****FOR FOREIGN BIDDERS****Tender No.: BCPL/DIB/C&P/SER/20150166/BB**

| <b>Sr.</b> | <b>Item Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Unit of Measure</b> | <b>Quantity</b> | <b>Unit Rate</b> | <b>Total Amount</b> |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|------------------|---------------------|
| 1          | Mobilization of equipment, pigging tools, tackles, consumables, spares, accessories and personnel by CONTRACTOR at WORK SITE including but not limited to providing, handling, transportation of Foam, Gauging, Cleaning, High Resolution MFL based Corrosion Detection & Axial Defect detection & XYZ Mapping Pig. Providing Pipeline Locater, Pig-Tracking Devices, and supplying & installation of Permanent Pipeline Markers. Pull through test of Intelligent Pigs, transportation of Tools, Equipments, Contractor's men to site and abroad, as per specification and provision of the BID DOCUMENT including supply of material, equipment, manpower, transportation, consumables, spares, accessories etc. as required for satisfactory and timely completion of Inline Inspection of the Pipelines ( 18" NB) by running High Density Foam (01 run), Gauge (01 run), Cleaning( 04 runs), High Resolution XYZ Mapping Pig, MFL based high resolution Corrosion Detection Pigs & Axial Defect Detection Pigs for each pipeline at the flow rates mentioned in the BID document. Proper precaution to be taken to ensure that the internal coatings of the pipeline shall not get damaged. This also includes pig tracking of these pigs and defect verification. Site report preparation for foam, gauge, cleaning, XYZ-Mapping and Corrosion Detection Pig & Axial Defect Detection Pig runs. Data analysis, submission of preliminary report, dig site verification, preparation and submission of final WORK REPORT (in 5 sets of hard as well as soft copies) required for satisfactory completion of WORK in all respects as per specifications, drawings, scope of work and provision of BID DOCUMENT and directions of Engineer-In-Charge. The scope includes supply, of Permanent Markers at an interval of 2.5 Km, and completion of the job in its entirety, which is inclusive all taxes, duties in India and abroad. The Contractor is required to submit Recommendation for Repair Report (RRR) and Fitness For Purpose (FFP) Report after acceptance of Final Work / Inspection Report by BCPL. The reports shall be Windows compatible. |                        |                 |                  | Do not Quote        |
| A          | 18 INCH NB RICH GAS PIPELINE FROM DULIAJAN TO LEPETKATA- 48.684KM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | EA                     | 1               |                  |                     |

|   |                                                                                                                                                                                                                |    |                           |  |  |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------|--|--|
| B | 18 INCH NB LEAN GAS PIPELINE FROM LEPETKATA TO DULIAJAN - 48.680 KM                                                                                                                                            | EA | 1                         |  |  |
| 2 | <b>TOTAL(Rs.)</b>                                                                                                                                                                                              |    |                           |  |  |
| 3 | <b>SERVICE TAX PERCENTAGE, IF APPLICABLE</b>                                                                                                                                                                   |    | <b>SERVICE TAX AMOUNT</b> |  |  |
|   | <b>NOTE:</b>                                                                                                                                                                                                   |    |                           |  |  |
|   | 1. Considering nature of job in this tender, applicable rate of Service Tax is 14% on 70% of the contract value. However, bidder may quote different/actual Service Tax, as applicable as per tender document. |    |                           |  |  |
|   | 2. Basis of evaluation & Award shall be as per relevant clauses of ITB.                                                                                                                                        |    |                           |  |  |
|   | 3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly                                                                                      |    |                           |  |  |

**GENERAL CONDITIONS OF CONTRACT (GCC):**

**ATTACHED SEPARATELY**