



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS
LIMITED

**Tender for Procurement of Surge Diverter (Spark Gas
Arrester) & Associated CP work for Protection of IG's
against Surge at DRS Hook Up of SV-3 & SV-7.**

VOLUME
II OF II

Bid Document No. BGL/252/2014-15



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**TENDER FOR PROCUREMENT OF SURGE DIVERTER
(SPARK GAS ARRESTER) & ASSOCIATED CP WORK
FOR PROTECTION OF IJ'S AGAINST SURGE AT DRS
HOOK UP WORK OF SV-3 & SV-7.**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/252/2014-15

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SECTION – 7

SPECIAL CONDITIONS OF CONTRACT (SCC)



1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, Specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 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 within 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, 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 be the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever 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 so at his cost and the **Value of Contract** shall be deemed to have include cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standard, 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.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- Letter of Acceptance/ LOI along with Statement of Agreed Variations.
 - Schedule of Rates as enclosures to Letter of Acceptance
 - Special Conditions of Contract
 - Drawings
 - Technical/Material Specifications
 - Instruction to Bidder
 - General Conditions of Contract
 - Indian Standards
 - Other applicable standards
- 1.7 It will be the Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any Specifications covering any material, design of work(s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.



2.0 LOCATION/ SITE INFORMATION:

- 2.1 It is understood that before quoting the rates, the contractor will visit the work sites and will make him/ herself acquainted fully and understand the nature and quantum of the job to be carried out.
- 2.2 The following is the detail of the location at which the works need to be executed
- 1) At SV 7 (Near Kompally)
 - 2) At SV 3 (Near Medchal)
- 2.3 Ignorance of this will not be considered after award of work. The contractor will be responsible to complete the entire job in all respects.

3.0 BRIEF SCOPE OF WORK:

The scope of work in brief is herewith given below, includes supply of all materials, tools, tackles, labor, equipment required to perform the works, including testing, supervision, taxes etc; but is not limited to the following:

- 3.1 Providing Surge Diverters at Insulating Joints provided at SV 7 and SV 3 and associated works including supply of Test Station ,supply of test lead cable of 1core x 25 sqmm Cu cable , supply of spark gas arrester , test cable of 1core x 6 sqmm cable ,supply of zinc anode cell with cable of 1core x 25 sqmm Cu cable and installation and testing of entire system. Supply and Installation of Zinc Grounding is optional (marked as * for Item d and f of SOR) and will be paid only if implemented by BGL depending upon site conditions.
- 3.2 The bidder must mobilize adequate manpower at site as and when desired by BGL. BGL expects to carry out the construction activities parallel for civil & mechanical works simultaneously at all time.
- 3.3 The quantities given above against individual items/ SORs are indicative and shall not be considered to be binding. The quantities may increase or decrease at site at the time of actual execution and as per the discretion of Owner/ Engineer-in-charge. The unit rate shall be operated to work out the final payment due to Contractor.
- 3.4 BGL reserves the right to operate any SOR for the full quantities or part quantities or nil quantities as per the site conditions without any financial implication to BGL. In this case; BGL's decision will be final and binding.

4.0 TRANSPORTATION OF ALL MATERIAL:

Shall be arranged by the contractor on his own and no separate payment shall be paid. It should be included in the offered rate.

5.0 ALL MANPOWER, MACHINERIES TOOLS AND TACKLES

Equipments, tools/ tackles, machinery, roller, leveler, labour, manpower etc for the work shall be in the scope of contractor.

6.0 VALIDITY OF CONTRACT PERIOD:

The Unit rates quoted are firm and valid for 03 months from date of award of work.



7.0 COMPLETION TIME:

Completion time for overall completion of work shall be 04 (Four) Weeks excluding mobilization period. However for optional item additional two weeks.

BGL at the discretion may direct contractor to work simultaneously for achieving the scheduled target. The contractor to mobilize manpower, machines, tools & tackles etc., to complete the works as per instructions of EIC

8.0 MOBILIZATION PERIOD:

07 (seven) days from date of intimation by BGL –EIC excluding the completion time.

9.0 MOBILIZATION ADVANCE:

-Not Applicable-

10.0 DEFECT LIABILITY PERIOD:

06 (Six) months from the date of completion of entire work.

11.0 PRICE REDUCTION SCHEDULE (PRS):

In case the CONTRACTOR fails to complete the WORK within the stipulated period then, unless such failure is due to Force Majeure as defined in Clause 26 of GCC; or due to EMPLOYER's defaults, the Contract price shall be reduced by ½ % per complete week of delay or part thereof subject to a maximum of 5 % of the contract amount, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

12.0 CONTRACT PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT:

- a) The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 7.5% of the contract value (excluding taxes & duties if mentioned separately), in the form of a Bank draft/Banker's cheque or Bank Guarantee (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.
- b) Upon non submission of PBG/BG, BGL may deduct the amount equivalent to BG from the 1st RA bill.



- c) CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee from any Indian scheduled .. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- d) 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).
- e) 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.
- f) 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.

13.0 WATER AND POWER WATER CHARGES:

Water and power shall be arranged by the contractor on his own .No separate payment shall be paid for arranging the water and power.

14.0 SAFETY RULES AND REGULATION:

Contractor shall adopt the safety rules and regulation as per the prevailing practices.

15.0 TERMS OF PAYMENTS

15.1 Contractor can raise maximum 3 (Three) RA bills.

15.2 Payment shall be made 90% and 10% on RA Bill/s as under:

90%: On Successive completion of work/works.

10%: On Submission of Final Documents, As Built Drawings.

Last RA bill /third RA bill shall be paid only after finalization of qty and amount, PRS/LD, Material reconciliation and closure of contract.



- 15.3 Payment shall be made within 15 days to the contractor for the actual quantities of work executed as per the schedule of rates issued along with the work order, against cenvatable invoice supported by work measurement sheets duly signed by EIC & contractor, inspection reports, material test certificate, drawings, as built drawings duly certified by EIC/ or his representative.
- 15.4 The payment shall be released through cheque.

16.0 ABNORMALLY HIGH RATED ITEMS (AHR):

In the schedule of Rates (SOR) ,where the tenderer's quoted rate(s) for the items exceeds 50 % of the Owner's estimated rate such rate shall be considered as abnormally high rates (AHR) and payments of the AHR items, beyond the SOR quantity, shall be made at the least of the following rates.

16.1) Rates as per schedule of rates in the present order

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

- A) Based on rates of the machine and labour as available from the contract (which includes contractor supervision, profit, overheads and other expenses)
- B) In case rates are not available in the contract, rates will be calculated base on the prevailing market rates of machine, material and labour plus 15 % to cover contractor's supervision profit, overhead and other expenses. The analysis is to be submitted by the contractor for the acceptance of EIC.

16.3) Notwithstanding to the provisions contained in clause 16.1 & 16.2 above, BGL would have the right to negotiate all such AHR items before the award of work.

17.0 EXTRA ITEMS /SUBSTITUTED ITEMS:

If any work to be executed relating to the contracted work and rate for the same is not available in the schedule of the rate then the following methodology shall be adopted.

- A) If the item of work is similar to the item for which he has quoted rates in the Schedule Of rates, the rate will be derived from similar items of work in the SOR.
- B) If any item of work does not appear in the SOR quoted by the contractor in that case the rates of such items shall be derived from cost of material and labour from market rate analysis as submitted by the contractor , plus 15 % to cover contractor's supervision profit, overhead and other expenses, for acceptance of EIC . The rate shall be derived from market rate analysis.



18.0 SERVICE TAX:

It may be noted that the responsibility of payment of Service tax lies with the contractor only. In case of Service tax is applicable for the tendered work, the contractor shall claim the service tax indicating rate of abatement/deduction allowed as per "Service Tax Act" in the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice/Bill serially numbered and shall contain the following:-

- a) Name and address and Service tax Registration No of service provider
- b) Name and address of the taxable service receiver,
- c) Description, Classification and value of taxable service provided,
- d) Service tax amount

The above details are required to enable BGL to avail Cenvat credit for the service tax payment.

Payments to Service provider for claiming service tax amount will be made provided above formalities are fulfilled only. In case of any statutory variation in Service tax during the currency of the contract, the contractor shall submit a copy of Government notification to evidence the rate as applicable on the date of submission of bid and on the date of revision. Claim for payment of service tax/statutory variation in service tax, should be raised within two(2) 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.

19.0 TAXES, DUTIES, OCTROI, LEVIES ETC.:

The quoted rates/ prices shall be deemed to be including of all taxes including sales tax work contract tax, octroi, levies ,over head charges etc till completion of the contract and contractor shall not be eligible for any compensation on this account.

20.0 THE ENGINEER IN CHARGE SHALL HAVE THE POWER TO :-

- 20.1** Issue the further necessary instruction to the contractor from time to time during the progress of the work for the purpose proper and adequate execution of it and the contractor shall carry out and be bounded by the same
- 20.2** Order the contractor to remove or replace any workmen whom the company considers incompetent or unsuitable on the opinion of the company's representative as to the competence of any workman engaged by the contractor. The decision of EIC shall be final and binding on the contractor.

21.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION:

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labours/vehicles for working in site plant premises at his own cost as rules of the company.



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

- A) It shall be the sole responsibility of the contractor (including the Contracting firm /company) to obtain the and abide by all necessary licenses/permission from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation and Abolition) act 1970.
- B) The contractor shall discharge obligation as provided under various applicable statutory enactments including the Employees Provident Fund and miscellaneous Provisions Act 1952, the employees state insurance (ESI) act 1948, the contract labour (regulation and abolition)act 1970, the inter state Migrant workmen (regulation of employment and conditions of service)act 1979,the minimum Wages Act, 1948 the payment of wages act 1936 ,Workman Compensation Act 1923, payment of bonus act, and various other labor legislations as in existence (at present in India) and as amended from time to time
- C) The contractor shall be responsible for required contributions towards PF . ESI, Pension or any other statutory payments to be made in respect of the contract and the personnel employed for rendering the services to BGL and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee's and employers contributions. The contractor shall be responsible to pay any administrative /inspection charges thereof, where applicable ,in respect of the personnel employed by him for the work of BGL
- D) The contractor shall regularly submit all relevant records/documents to BGL representative for verification.
- E) 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
- F) The contractor shall indemnify BGL against all claims, demands, actions, cost and charges etc brought by any court, Competent Authority / Statutory Authorities against any act or acts of the contractor or his worker
- G) The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- H) The contractor is require to obtain labor license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labor, Govt. of India, HYDERABAD prior to start of work if applicable for this work.
- I) The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall deploy the workers after verification of their character and antecedents. In case



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any worker is found having criminal record, he shall have to be immediately replaced without assigning any reason under intimation to Engineer-In Charge.

- J) The personal to be deployed to carry –out the job should be on rolls of the contractor/contracting firm.

- 23.0** The bidder shall necessarily have PAN and Service/Sales Tax Registration Number in its name. Also Bidder shall have PF & ESIC Certificate. Copies should be provided along with the bid document.



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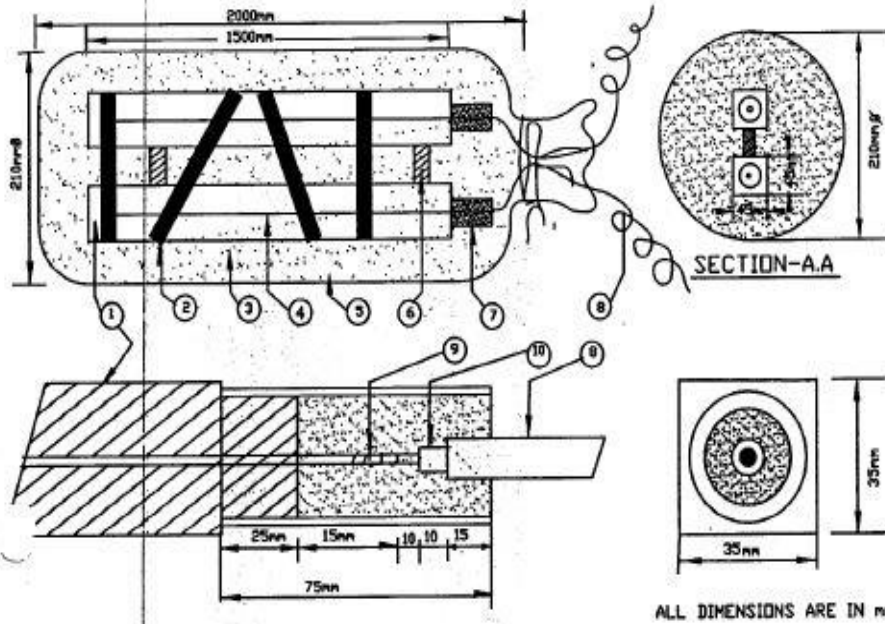
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SECTION – 8

DRAWINGS



CHEMICAL COMPOSITION	
ALUMINIUM	0.005%
COPPER	0.005%
CADIUM	0.0035%
IRON	0.0014%
SILICON	NIL
LEAD	0.0035%
ZINC	REMAINDER

ELECTROCHEMICAL CHARACTERISTICS	
DCP	-1.1 V (OR) MORE NEGATIVE
CAPACITY	>780 Amp.Hr / Kg
EFFICIENCY	95% OR MORE

COMPOSITION OF BACKFILL MATERIALS	
GYPSUM	75%
BENTONITE	20%
SODIUM SULPHATE	5%

BILL OF MATERIALS

SL.NO.	DESCRIPTION	QTY
1	ZINC ELECTRODE(35x35x1500) 20 Kg NET WEIGHT EACH	2
2	SELF ADHESIVE TAPE	1 ROLL
3	BACKFILL MATERIALS	35 Kgs
4	ELECTRO GALVANIZED STEEL INSERT (SIZE: 6mm DIA X 1400mm L)	2
5	CLOTH BAG SIZE (210mm DIA x 1950mm L)	1
6	BACKLITE SPACER (25 x 45 x 50mm)	3
7	PE/PP TUBING OF SIZE : 25mm DIA x 2mm TK x 75mm L	2
8	25mm .1C XLPE/PVE COPPER CABLE	10 M EACH
9	SILVER BRAZING TYPE	A/R
10	ARALDITE	A/R

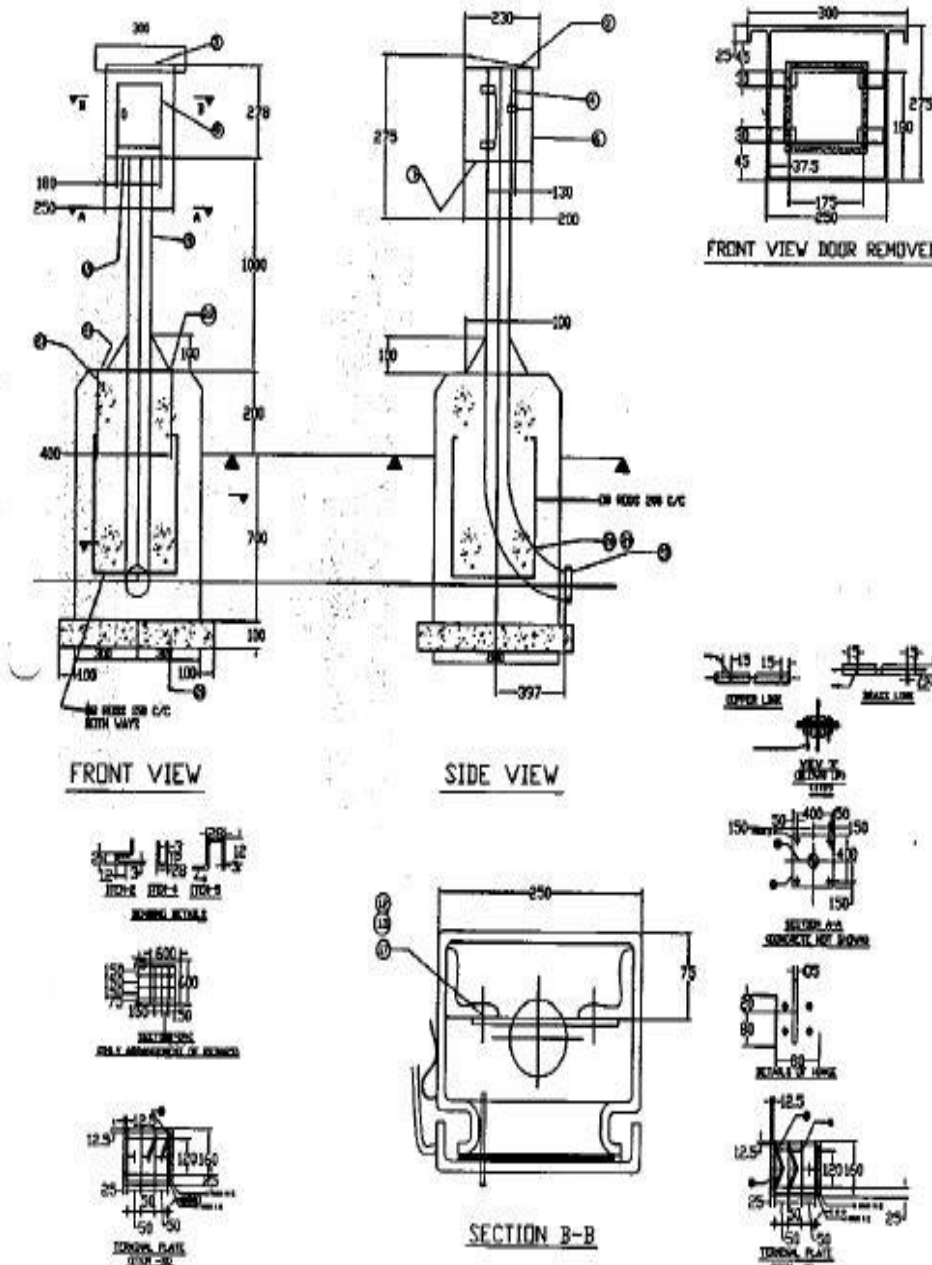


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26	VARIABLE RESISTANCE 0-40 OHM	01
27	500 OHM 1/2 W 200V AC	01
28	500 OHM 1/2 W	AS REQD
29	100 OHM 1/2 W	AS REQD
30	50 OHM 1/2 W	AS REQD
31	STOPPER PLATE, 8 THK	01
32	PERFORATED METAL SHEET	01
33	BRASS ROD FITTING WITH PIPE	01
34	PERFORATED PLATE, 8 THK 100x100 mm	01
35	INSULATED BRASS CONTACT, 4THK	AS REQD
36	MS PIPE, 50 & 75 DIA. 1.25 THK - HEAVY GRADE	01
37	COPPER PLATE, 8 THK 100x100 mm	01
38	LATCH FOR SHUTTER	01
39	BRASS ROD, 10mm	01
40	ANGLE STEEL 40x40x6	01
41	BRASS, 40 DIA. 1.25 THK	01
42	COPPER LINE, 80 THK 100 x 100 mm	01
43	BRASS TUBING	AS REQD
44	BRASS FITTING	AS REQD
45	BRASS STUD, 10mm	AS REQD
46	TERMINAL PLATE, 8 THK 100x100 mm	01
47	ROCK FOR SHUTTER	01
48	CASTLE LOCK WITH ONE KEY FOR TEST STATION	01
49	ROCK PLATE, 40 THK 100x100 mm	01
50	SHUTTER, 8 THK 100x100 mm	01
51	FRONT SHUTTER, 8 THK 100x100 mm	01
52	FRONT TOP, 8 THK 100x100 mm	01
53	TOP, 8 THK 100x100 mm	01
54	ROCK & BRASS, 8 THK 100x100 mm	01
55	SHUTTER PLATE, 8 THK 100x100 mm	01
56	ROCK	01
57	ROCK	01
BOLL. OF MATERIALS		01



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SECTION – 9

SCHEDULE OF RATES



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SCHEDULE OF RATES (SOR)

SOR for Procurement of Surge Divertor & Cathodic Protection Works for protection of Insulating Joint provided at DRS HOOK up at SV-3 (Medchal) & SV-7 at (Kompally), Hyderabad.

1	DESCRIPTION:	UOM	QTY (A)	Unit Rate (Inclusive of all taxes & duties) (B)	Total Amount (Inclusive of all taxes & duties) (C)=(A)*(B)
a	Supply of Test Station (Test Station Box lockable type With "IJ" bend, Termination plate of size & specification as per drawing attached), from a reputed Manufacturer.	SET	2		
b	Supply of 2 nos run of test lead/Cables of size (1 core x 25 SQMM, copper conductor, PE insulated & PVC sheathed, armoured cable, colour: C.P. cable of yellow colour) from T.S. to I.J. from a reputed Manufacturer.	MTRS	40		
c	Supply of 2 nos run of test lead/Cables of size (1 core x 6 SQMM, copper conductor, PE insulated & PVC sheathed, armoured cable, colour: C.P. cable of yellow colour) from T.S. to I.J. (Approximate length) from a reputed Manufacturer.	MTRS	40		
c	Supply of Spark Gap Arrestor with of size / rating (as per specification attached) from a reputed Manufacturer.	NOS	2		
d*	Supply of Zinc Grounding Cell with Cables of size (1 core x 25 SQMM, copper conductor, PE insulated & PVC sheathed, armoured cable, colour: C.P. cable of yellow colour) from ZGC to I.J. of size as per drawing / specification from a reputed Manufacturer.	Nos.	2		



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e	Installation of Test Station & "IJ" bend, (Including civil foundation work for TS as per drawing attached, letter writing on TS, laying of the two nos of test lead/Cables of size (1 core x 25 SQMM, copper conductor, PE insulated & PVC sheathed, armoured cable, colour: C.P. cable of yellow colour) from 2 nos connection at TLP to two nos of connections across both side of I.J. with suitable copper lugs ,nuts & bolts, ferrules, cable tags (with pvc pipe of size 50mm dia x 100 mm height filled with epoxy base & hardener at both sides of I.J. connector strips), & Spark gap arrester across I.J.	NOS	2		
f*	Installation of Zinc Grounding Cell including civil work (excavation & backfilling for ZGC & cable laying, sands & bricks for cables as required). Connection of cables to I.J. with suitable copper lugs ,nuts & bolts, ferrules, cable tags.	NOS	2		
Grand Total Amount(Inclusive of all taxes & Duties)					

Notes:

1. **Work will be on total turnkey basis including supply, installation and testing and prices quoted shall be inclusive of all taxes and duties. * marked items(for d and f) are optional and will be paid only if BGL decide to implement.**
2. **The Rates should be in INR and is inclusive of all taxes and duties.**
3. **Evaluation will be done at lowest cost to Owner(BGL).**
4. **Bidder Should quote for all the items of SOR.**
5. **Bidder should quote for 2 No's of Surge Diverter for two locations at SV-7(Near Kompally) & SV 3 (Near Medchal).**