BHAGYANAGAR GAS LIMITED
(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

TENDER FOR PROCUREMENT OF ETHYL MERCAPTAN FOR ODORISING AT HYDERABAD & VIJAYAWADA.

UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

Bid Document No.: BGL/241/2013-14

VOLUME-II of II
Volume II of II

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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, Drawing 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 ever part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with in 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 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 included 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:
   ii) Schedule of Rates as enclosures to Letter of Acceptance
   iii) Special Conditions of Contract
   iv) Drawings
   v) Technical/ Material Specifications
   vi) Instruction to Bidder
   vii) General Conditions of Contract
   viii) Indian Standards
   ix) 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 SCOPE OF SUPPLY & SITE ACTIVITY

2.1 General

This Specification covers, supply of Ethyl Mercaptan to be used in Online Odorisers for CGS-cum-MS at Cities of Hyderabad & Vijayawada in the state of Andhra Pradesh.

The scope of supply covers design, engineering, manufacture, inspection, testing, supply, shipment and documentation requirements of these items in accordance with the requirements of this Requisition.

The Scope of Supply & Site activity includes :-

2.1.1 Supply of Ethyl Mercaptan in Small Tank Container.
2.1.2 Transportation including Transit Insurance, Neutralizing agent, Toll etc. of Ethyl Mercaptan Small Tank Container from Supplier Warehouse to BGL’s mother station at Hyderabad & Vijayawada.
2.1.3 Safe Filling of Mercaptan in BGL’s online odoriser storage tank.
2.1.4 Supply of Nitrogen cylinder, Connectors, Pressure regulators, Pipe/Hoses, Joint less cables, Hypo, Scrubber for venting, Safety Gears, Trained Manpower, Suitable Tools & Tackles (Non Sparking), filling procedure, Job Safety analysis, Tool box talk etc. required for safe Ethyl Mercaptan Filling.
2.1.5 HSE Compliance.

After receipt of Ethyl Mercaptan at the respective Mother Stations of Hyderabad & Vijayawada; the vendor needs to transfer Ethyl Mercaptan safely using all required equipments, fittings, safety equipments like SS containers with special fittings etc. in SAFE & SECURE way to the tanks of Online Odosrisers.

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<tr>
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2.2 The Scope of Supply & Site activity shall be as set out at Material Requisition, Data Sheets and Technical Specifications as given in Volume-II of tender document and supplemented by all stipulation in the total tender document.

2.3 REMARKS

2.3.1 Supplier’s Compliance
Supplier shall submit his bid in full compliance with the requirements of this MR and attachments. Bidder shall include the following statement in his bid: Compliance with this material Requisition in any instance shall not relieve the Vendor of his responsibility to meet the specified performance.

2.3.2 Compliance with Specification
The supplier shall be completely responsible for the design, materials, fabrication, testing, and inspection, preparation for shipment & transfer of above material to nominated delivery point strictly in accordance with the MR & all attachments thereto.

3.0 SPECIAL INSTRUCTIONS TO BIDDERS

3.1 Suitable for the use with natural gas of specific gravity 0.6.

3.2 BGL reserves the right to increase or decrease the quantity of supply item.

4.0 INFORMATION/ DOCUMENTS / DRAWINGS TO BE SUBMITTED BY SUCCESSFUL BIDDER

Successful Bidder shall submit three copies unless noted otherwise, each of the following:

4.1 Inspection & test reports for all mandatory tests as per the applicable code as well as test reports for any supplementary tests, in nicely bound volumes.

4.2 Material test certificates (physical property, chemical composition, make etc.) as applicable for items in nicely bound volumes.

4.3 Statutory test certificates, as applicable.

4.4 Filled in Quality Assurance Plan (QAP) for Purchaser's approval. These QAPs shall be submitted in four copies within 15 days from LOI/ FOI.

4.5 All approved drawings/ design calculation/ maintenance/ operating manual documents as well as inspection and test reports for Owner's record in nicely category-wise bound volumes separately.

4.6 A list of documents to be furnished along with supply.

5.0 GUARANTEE:

24 months from date of delivery or 12 months from date of commissioning, whichever is earlier, should be provided.
Note: All drawings, instructions, catalogues, etc., shall be in English language and all dimensions shall be metric units.

5.1 SECURITY DEPOSIT/ CONTRACT PERFORMANCE:

The successful bidder shall deposit security deposit @ 10% of the contract value within 10 days of FOI/PO. The Security deposit shall be submitted in the form of an unconditional irrevocable Bank Guarantee for Warranty from any Indian Nationalised Bank/ Scheduled bank other than co-operative Bank/ reputed foreign bank having office in India and registered with Reserve Bank of India acceptable to BGL for a sum equivalent to 10% of the total contract value on the name of M/s Bhagyanagar Gas Limited, Hyderabad. Alternatively the bidder can also submit the security deposit in the form of crossed Demand Draft in favour of M/s Bhagyanagar gas Limited, Payable at Hyderabad.

6.0 TERMS OF PAYMENTS

The Payment shall be made progressively against receipt of Ethyl Mercaptan at site in the following manner.

A) 100% of supply value will be paid progressively by Owner within 15 days against receipt of materials at site and the following documents duly accepted by EIC :-
   i) Invoice in triplicate
   ii) Inspection Release note by Owner or his appointed or approved agency.
   iii) GR/ LR
   iv) Packing List
   v) Insurance cover note covering transit insurance
   vi) Final technical file having documents as per Technical Specifications/ Material Requisition, Volume-II of II of the Bid Document including all test certificates
   vii) Performance Bank Guarantee(s) of 10% of Contract Value. (If already submitted, a copy of the same).

B) 100% of charges towards site activity will be paid progressively by Owner within 15 days against receipt of materials at site and the following documents duly accepted by EIC :-
   i) Invoice in triplicate

7.0 INLAND TRANSIT INSURANCE FOR PROCUREMENT OF GOODS

Bidder shall arrange Transit Insurance and the cost of which shall be borne by bidder. Quoted price shall be inclusive of the same. Bidder will be required to submit documentary proof for the transit insurance before despatch.
8.0 **PRICE ESCALATION**

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 subjected to any adjustment due to increase in price of material, utilities or any other input for performance of work and the contract except for increase/decrease in taxes and duties on account of subsequent legislation.

9.0 **DIVISION OF ORDER**

BGL reserves the right to divide the quantity among more than one bidder at BGL’s sole discretion.

10.0 **QUALITY ASSURANCE / QUALITY CONTROL**

10.1 The Contractor shall “prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

10.2 The Contractor shall establish document and maintain an effective quality assurance outlined in recognized codes.

10.3 The purchaser while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests, review any or all stages of work at shop/site as deemed necessary for quality assurance.

11.0 **QUANTITY VARIATION**

The tendered quantity may vary depending upon the project requirement. BGL reserves the right to decrease/increase the quantity depending upon its requirement.

12.0 **INSPECTION**

BGL reserves the right to engage their own personnel and or BGL’s Inspection agency. All the charges towards all kinds of tests shall be included in the quoted rates. No additional payment to this effect will be made.

13.0 **DISPATCH INSTRUCTIONS**

13.1 Seller shall obtain dispatch clearance from Purchaser prior to each dispatch.

13.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing LR, packing list and weight of material and shipping marks etc. to be submitted along with the dispatch document.

14.0 **REJECTION**

14.1 Any materials/goods covered under the scope of supply, which during the process of Inspection, at any stage of manufacture/fabrication, and subsequent stages, prior to dispatch is found not conforming to the
requirements/specifications of the Purchase Order, shall be liable for immediate rejection.

14.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost to BGL and no extra on the delivery schedule to Employer.

15.0 **PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY**(PR/S/LD):

The price reduction schedule shall be @ 0.5% per week of delay or part thereof subject to maximum of 5% of total undelivered portion of contract value.

Price reduction for failure to meet technical parameters as mentioned in technical specification shall be separately applicable and shall be in addition to price reduction on account of failure of completion of supply.

16.0 **REPEAT ORDER**

BGL reserves the right to place a repeat order within six months of expiry of order for upto 50% of order quantities on same rate, terms and conditions.

17.0 **DELIVERY**

The delivery of the Ethyl Mercaptan shall be at Hyderabad & Vijayawada. The location of the store shall be informed before dispatch of Ethyl Mercaptan from factory.
SECTION – 8

TIME SCHEDULE
## TIME SCHEDULE

<table>
<thead>
<tr>
<th>S/N</th>
<th>Description</th>
<th>UOM</th>
<th>Total Qty</th>
<th>Delivery period/ Completion period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A. Supply of Ethyl Mercaptan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Supply of Ethyl Mercaptan as per the technical specifications mentioned in the tender document for BGL, Hyderabad</td>
<td>Kg</td>
<td>480</td>
<td>Within 8 weeks on FOT site basis, from the date of PO/LOI</td>
</tr>
<tr>
<td>2</td>
<td>Supply of Ethyl Mercaptan as per the technical specifications mentioned in the tender document for BGL, Vijayawada</td>
<td>Kg</td>
<td>480</td>
<td>Within 4 weeks on FOT site basis, from the date of PO/LOI</td>
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<tr>
<td></td>
<td>B. Site activity like transfer of Ethyl Mercaptan into BGL's odoriser tanks</td>
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<td></td>
<td></td>
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<tr>
<td>1</td>
<td>Transfer of Ethyl Mercaptan into BGL's odoriser tanks using all required fittings, safety equipments etc. for BGL, Hyderabad</td>
<td>Kg</td>
<td>480</td>
<td>Within 1 week from the date of intimation through email/ letter</td>
</tr>
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<td>Transfer of Ethyl Mercaptan into BGL's odoriser tanks using all required fittings, safety equipments etc. for BGL, Vijayawada</td>
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SECTION – 9
TECHNICAL SPECIFICATIONS
SPECIFICATIONS OF ETHYL MERCAPTAN

Ethyl Mercaptan (C2H5SH) of following specifications is required:

1. Ethyl Mercaptan Purity (Wt %): 99% minimum
2. Specific Gravity: 0.83 to 0.85
3. Appearance: Clear, no solids or suspended matter
4. Normal Boiling Point (Deg C): 35 +/- 1
5. Flash Point (Open Cup, Deg C): To be mentioned
6. Average Molecular Weight: To be mentioned
7. Initial Boiling Point (Deg C at 760 Torr): To be mentioned
8. Color, APHA: To be mentioned
9. Physical State: Liquid
10. Colour: Colourless
11. Odour: Unpleasant / Penetrating
12. Melting point: -147.8 deg C
13. Cloud Point: < - 30 deg C
14. Decomposition Point: > 180 deg C
15. Critical Temperature: 226 deg C
16. Density: 845 Kg/Cu M @ 15.6 deg C
17. Vapour pressure @ 20 Deg C: 587 m bar.
18. Vapour pressure: 1118 m bar @ 50 deg C
19. Rel. Vapour density (Air=1): 2.1
20. Viscosity: 0.290 CP @ 20 deg C
21. Solubility in Water (% weight): 6.8 g/l @ 20 deg C
22. Solubility in Organic solvents: High
23. Flash point (Literature): -48 deg C (OC)
24. Flash point (CC ASTMD 3243): -17 deg C
25. Auto Ignition Temperature: 295 deg C
26. Lower expl. Limit (Vol %): 2.8
27. Upper expl. Limit (Vol %): 18.2
28. Thermal Decomposition: > 35 deg C
29. Human odour detection Limit: 0.4 ppb

PLEASE NOTE:

a) This Ethyl Mercaptan is to be used for odorisation of Natural Gas for CNG & PNG purposes of City Gas Distribution Projects which are being supplied at our CGS-cum-Mother stations.
b) The Ethyl Mercaptan is to be supplied in properly designed drums so as to avoid damage during transit, storage and subsequent handling.

c) The Ethyl Mercaptan is to be transported in a suitable vehicle as approved by various required authorities.

d) Test certificate should be submitted along with the un-price part of bid for all the properties listed above.

e) Material Safety Data Sheet, Catalogue for safe handling of Ethyl Mercaptan and procedure for safe disposal of empty drums should also be supplied. Also antidote, if any, details may be provided.

f) The Ethyl Mercaptan in Drum packing each 160 kg net or as suitable.
SECTION – 10
SCHEDULE OF RATES (SOR)
## PRICE SCHEDULE FOR SUPPLY FOR DOMESTIC BIDDERS ONLY

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Ex-works Price including Pkg/ Fwd, but excluding ED &amp; ST</th>
<th>Per Unit Excise Duty</th>
<th>Per Unit Sales Tax With form C/ concessional form</th>
<th>Per unit Freight upto Project Sites by Road</th>
<th>Per Unit FOT Site price (4+6+8+10)</th>
<th>Total FOT Project Site (3x11)</th>
<th>%</th>
<th>Amount</th>
<th>%</th>
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<td>Total Price inclusive of all taxes &amp; duties (in Rs.): (A)</td>
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Sign & Seal of the Bidder
### B. Site activity like transfer of Ethyl Mercaptan into BGL's odoriser tanks

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Rate (Rs)</th>
<th>Per Unit Service Tax</th>
<th>Total Amount Including All Taxes</th>
</tr>
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<tbody>
<tr>
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Total Price inclusive of all taxes & duties (in Rs.): (B)

Gross Total Price inclusive of all taxes & duties (in Rs.): (A+B)

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**Note**

1. Please quote the Freight Charges considering delivery address.
2. Evaluation will be done on total least cost basis to BGL.
3. Bidder shall submit Cenvatable Invoice/ Excise Gate Pass along with despatch document.

**Place:**

**Signature of Authorized Signatory**

**Date:**

**Name:**

**Designation:**

**Seal:**