



Gujarat Gas Limited

RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF CNG
BOOSTER COMPRESSORS INCLUDING COMPREHENSIVE OPERATION & MAINTENANCE
SERVICES FOR 10 YEARS

Bid Ref
301424



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**1. GENERAL**

- 1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT, specification of work, drawings and any other documents forming part of this CONTRACT, wherever the context so requires.
- 1.2 Where any portion of the GTC is repugnant to or at variance with any provisions of STC, the provision(s) of later, unless a different intention appears, shall be deemed to override the provision(s) of GTC. This shall be only to the extent that such repugnancy of variations in the STC as are not possible of being reconciled with the provisions of GTC.

2. OWNER'S REPRESENTATIVE/ENGINEER IN CHARGE (EIC)

- 2.1 OWNER'S REPRESENTATIVE/ EIC for this CONTRACT shall be communicated at the time of award of CONTRACT.

3. RATE VALIDITY

- 3.1 RATES specified in the RATE CONTRACT shall remain firm & fixed for a period of Two (02) Years from the date of Award for issuance of firm Call-out orders. Firm Callout order shall be issued within the Rate Validity period as per business requirements.
- 3.2 RATES of Installation, Testing and Commissioning (ITC) of the Booster Compressor shall be valid until completion of the said SERVICES for each type of Booster supplied under this tender. Validity end date of the callout orders for the said services shall be extended as and when required to enable invoicing for ITC services.
- 3.3 RATES specified for 'Other Associated Service' Line Items under the Schedule of Rates shall be valid for a period of 10 years from the date of delivery of first Booster Compressor under the said Rate Contract. Validity end date of the service Limit Order for these services shall be extended in accordance with the same.
- 3.4 RATES specified for Comprehensive Operations & Maintenance shall remain firm and fixed for a period of 10 years post WARRANTY PERIOD for each type of Booster.
- 3.5 Separate SERVICE RATE CONTRACT shall be issued for Comprehensive Operations & Maintenance. Service callout orders shall be issued against such SERVICE RATE CONTRACT, as and when the Booster Compressor is commissioned. RATE CONTRACT validity end date of this SERVICE RATE CONTRACT shall be extended as required so that Service callout orders can be issued for each of the Boosters delivered under this tender.
- 3.6 The quantities mentioned in the Schedule of Rates are for the purpose of entering into Rate Contract and indicative only and not a commitment.
- 4. DELIVERY SCHEDULE:**
- 4.1 **Standard Lead Time for delivery of Booster Compressors shall be within 3 (Three) Months from the date of issuance of the formal callout order.** However, BIDDER shall make best efforts for delivery earlier to meet GGL operational requirements.
- 4.2 Booster Compressors shall be delivered in staggered manner as per callout order issuance OR instruction given on time to time from Owner. CONTRACTOR hereby undertakes to deliver the GOODS within the delivery date as stipulated in the Order/CONTRACT.
- 4.3 Actual delivery date shall not be beyond a period of sixty (60) days from the delivery date stipulated in this CONTRACT, after which the Owner/Purchaser reserves the right to accept or reject the material



delivery at its sole discretion and with no costs to the Owner/Purchaser. Liquidated Damages as applicable shall be levied.

5. **CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**

- 5.1 CONTRACTOR shall furnish an unconditional and irrevocable contract-cum-performance bank guarantee, in the prescribed format as given under FORMS AND FORMATS; issued by an approved Bank as per Government of Gujarat GR as detailed below:

• **PART A: SUPPLY, INSTALLATION, TESTING & COMMISSIONING**

CONTRACT BANK GUARANTEE (CBG):

- 5.2 CONTRACTOR shall submit Contract Bank Guarantee (CBG) for a value equivalent to 2.5% of the total basic value of the RATE CONTRACT for Supply, Installation, Testing & Commissioning part, in the prescribed format as given under FORMS AND FORMATS, issued by an approved Bank as per Government of Gujarat GR. Such CBG shall be valid upto the Rate validity period + 3 Months (standard lead time for delivery) + 3 months' claim lodgment period.
- 5.3 Once all the GOODS under all callout orders issued against the RATE CONTRACT are delivered, the purpose of the Contract Bank Guarantee is fulfilled and hence such CBG shall be released.
- 5.4 CBG extension shall not be applicable wherein service Limit PO date extensions is done pertaining to Installation, Testing and Commissioning (ITC) of the booster.

PERFORMANCE SECURITY:

- 5.5 An amount equivalent to 7.5% of basic value of each equipment delivered will be retained from invoice towards Performance Security and shall be released at the end of WARRANTY PERIOD for each equipment.
- 5.6 Alternatively, CONTRACTOR may submit Performance Bank Guarantee (PBG) for a value equivalent to 7.5% of the total basic value of the CALLOUT ORDER, valid upto the end of WARRANTY PERIOD of the last delivered Booster Compressor under the said Callout Order + 3 months' claim lodgement period.
- 5.7 If the CONTRACTOR submits the PBG as detailed above, retention towards performance security from invoice shall not be applicable.
- 5.8 Contract Bank Guarantee (CBG) or Performance Bank Guarantee (PBG) shall not be applicable for Other associated Fixed Rate Items (i.e. GGL published rates of Schedule of Rates).

• **PART B: COMPREHENSIVE OPERATION AND MAINTAINANCE (O&M)**

- 5.9 Contract cum Performance Bank Guarantee is NOT APPLICABLE against the SERVICE RATE CONTRACT to be issued for Comprehensive Operation & Maintenance Services. Separate SERVICE CALLOUT ORDER shall be issued for each Booster Compressor upon successful commissioning of the same - including WARRANTY PERIOD)
- 5.10 CPBG shall be applicable on the individual SERVICE CALLOUT ORDER/S that shall be issued against the SERVICE RATE CONTRACT.
- 5.11 CONTRACTOR shall submit Contract cum Performance Bank Guarantee (CPBG) for a value equivalent to 10% of the HIGHEST Annualized total Basic Value of the Comprehensive O&M of Service Callout Order with validity of 5 years + 3 months claim lodgement period.



5.12 Subsequently, CONTRACTOR shall extend the validity of the said CPBG for a period of balance 4 years before expiry of the original CPBG. Such CPBG shall be valid for a period of balance duration of 4 years + 3 months claim lodgment period.

5.13 In case of any subsequent Amendments in RATE CONTRACT and/or CALLOUT ORDER value/validity, CONTRACTOR shall furnish Amended/ Additional BG (both CBG as well as PBG - as applicable) for a differential amount/ validity extension as per Amendment, failing which equivalent value - as applicable, will be deducted from CONTRACTOR'S claim for payments.

6. **PAYMENT TERMS:**

CONTRACTOR shall raise invoice and payment of 100% of the undisputed amount of the invoice shall be made as detailed below:

For Supply, Installation, Testing Commissioning as well as Other Associated Service Line Items under the Schedule of Rates of the Tender: (Upon completion of respective activity)

100% of the undisputed invoice amount shall be released within 30 days from the date of receipt and acceptance of GOODS/SERVICES after necessary deduction towards Liquidated Damages, performance security etc. - as applicable.

For Comprehensive Operations & Maintenance services:

100% of the undisputed monthly invoice (to be raised at the end of every month), shall be released within 30 days from the date of receipt of invoice certified by GGL EIC after necessary deduction towards Penalty, performance security etc. - as applicable.

7. **WARRANTY PERIOD:**

7.1 GUARANTEE/WARRANTY of the Booster Compressors shall be for a period of Eighteen (18) months from the date of delivery of the Booster Compressor at GGL DELIVERY LOCATION OR Twelve (12) months from the date of successful commissioning of the Booster Compressors at site, whichever is earlier.

8. **FREE ISSUE MATERIAL: Not applicable**

9. **DEFECTS LIABILITY PERIOD FOR OPERATIONS AND MAINTENANCE SERVICES: Not Applicable**

10. **TECHNICAL DOCUMENT SUBMISSION AGAINST CONTRACT**

10.1 Upon issuance of Rate Contract/ Notification of Award, SUPPLIER shall submit the required documents -signed, stamped and sealed- as per below timelines. Hard copy submission is mandatory.

10.2 Within 15 working days from the date of receipt of the Rate Contract / Notification of Award, SUPPLIER shall submit Quality Assurance Plan (QAP), GGL data sheet, General Arrangement Diagram (GAD), Process & Instrumentation diagram (P&ID) , Foundation drawings etc.

10.3 In case of any comments by GGL towards the above, SUPPLIER to submit revised/ corrected documents within 03 working days from the date of receipt of comments by GGL.

10.4 Final approved documents by GGL shall be applicable for all booster compressors to be supplied under the said CONTRACT.

11. **TECHNICAL DOCUMENT SUBMISSIONS AGAINST EACH MATERIAL CALLOUT ORDER/S AND FOR DISPATCH CLEARANCE**

11.1 Original Hard Copy Submission of all the below mentioned documents is mandatory for providing dispatch clearance by GGL.

11.2 Inspection Release Note (IRN) with Inspection Report and all supporting documents - This document should include serial no of Booster Compressors, Callout Order No, Quantity, TPI date of visit.

11.3 All test reports / certificated (Soft scanned copy- signed and sealed shall be acceptable for this)



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12. SUBMISSION OF DOCUMENTS ALONG WITH MATERIAL DELIVERY AT DELIVERY POINT:

12.1 Copy of Invoice -Original and Duplicate both. It may be noted that invoice to be raised as per respective call out order/ dispatch clearance against respective callout order/s only. Utmost care to be taken in 'Bill to' and 'Ship to' address on the invoice.

- Delivery Challan
- Lorry Receipt
- Warranty Certificate
- Inspection Release Note Copy

13. DELIVERY POINT:

13.1 DELIVERY POINT shall be at any place within GGL operating locations including but not limited to Gujarat, UT of Dadra Nagar Haveli, Rajasthan, Madhya Pradesh, Punjab, Haryana and Maharashtra.

13.2 Exact address shall be communicated by OWNER while giving the dispatch clearance. All risk and liabilities in respect of the said GOODS shall be on account of CONTRACTOR till the GOODS are delivered at the DELIVERY POINT as designated by OWNER.

14. QUANTITY OF THE GOODS:

14.1 OWNER reserves the right to increase the requirements upto 20% of total tendered quantity at the time of award of CONTRACT and/or during Rate Validity period based on business requirements at its sole discretion which shall be at the same unit PV and terms and conditions.