



**GUJARAT ENERGY**

**SECTION V:**

**SPECIAL TERMS OF CONTRACT (STC)**

**RATE CONTRACT FOR SUPPLY OF VARIOUS SIZES OF GLOBE TYPE  
DRS WITH COMPREHENSIVE AMC ACROSS GEL**

**e-TENDER ID-321143**



1. **GENERAL**

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.

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. **RATE VALIDITY**

Two separate contracts shall be issued as detailed below:

**PART A - RATE CONTRACT FOR DESIGN, ENGINEERING, MANUFACTURING, INSPECTION & TESTING, SUPPLY & COMMISSIONING ASSISTANCE OF ABOVE GROUND DRS AS PER GAD INCLUDING FAT, SAT & MAINTENANCE DURING WARRANTY PERIOD AS PER GEL TECHNICAL SCOPE-** The RATES specified in this RATE CONTRACT shall remain firm & fixed for 18 (Eighteen) Months from the date of notification/award of RATE CONTRACT. Firm Callout order shall be issued within the Rate Validity period as per business requirements.

**PART B- RATE CONTRACT FOR COMPREHENSIVE AMC PART (PREVENTIVE AND BREAKDOWN MAINTENANCE) - SERVICES FOR A PERIOD OF 5 YEARS -** The RATES specified in this RATE CONTRACT shall remain firm and fixed for a period of 5 years after the expiry of warranty period as per GEL AMC scope of work & GEL Technical Scope. Separate SERVICE RATE CONTRACT shall be issued for the same.

Service callout / limit orders shall be issued against such SERVICE RATE CONTRACT.

The quantities mentioned in the Schedule of Rates are for the purpose of entering into Rate Contract and indicative only and not a commitment.

Rate Validity may get extended further for a period of 6 months on same unit rates and mutually agreed terms at discretion of GEL.

3. **MOBILIZATION PERIOD: NOT APPLICABLE**

4. **DEFECT LIABILITY PERIOD – NOT APPLICABLE**

5. **TECHNICAL DOCUMENT SUBMISSION AGAINST CONTRACT / NOTIFICATION OF AWARD**

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

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

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



Final approved documents by BUYER shall be applicable for all GOODS to be supplied under the RATE CONTRACT.

6. **CONTRACT BANK GUARANTEE (CBG):**

**PART A - RATE CONTRACT FOR DESIGN, ENGINEERING, MANUFACTURING, INSPECTION & TESTING, SUPPLY & COMMISSIONING ASSISTANCE OF ABOVE GROUND DRS AS PER GAD INCLUDING FAT, SAT & MAINTENANCE DURING WARRANTY PERIOD AS PER GEL TECHNICAL SCOPE**

The CONTRACTOR shall submit the CBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the basic CONTRACT VALUE.

CBG shall be valid till the CONTRACT duration + claim lodgment period of 3 months.

In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CBG @ 5% for the differential amount / validity extension as per AMENDMENT, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

**PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY:**

The CONTRACTOR shall submit the PBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the basic CONTRACT VALUE.

PBG shall be valid for the contract duration + warranty period (18 months) Post-delivery + 3 months claim lodgment period.

In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional PBG @ 5% for the differential amount / validity extension as per AMENDMENT, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

OR

GEL shall retain an amount equivalent to 5% of the basic invoice value as PG. For retention of PG, only accepted quality material invoice value shall be considered.

Retained amount equivalent to 5% of the basic invoice value shall be released after warranty period (18 months) post receipt of material at GEL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount.

**PART B- RATE CONTRACT FOR COMPREHENSIVE AMC PART (PREVENTIVE AND BREAKDOWN MAINTENANCE) - SERVICES FOR A PERIOD OF 5 YEARS**

The CONTRACTOR shall submit the CPBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 10% of the basic CONTRACT VALUE.

CPBG shall be valid for the contract duration + claim lodgment period of 3 months.

OR

10% of the total basic invoice value will be retained from each Running Account (RA) invoices towards Contract & Performance Bank Guarantee (CPBG) towards contract issued. Amount such withheld towards CPBG shall be released by respective GEL Engineer In Charge upon completion of CONTRACT PERIOD.



In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 10% for the differential amount / validity extension as per AMENDMENT, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

7. **SERVICE LEVEL AGREEMENT AND PENALTIES:** - As per Technical Scope of Work provided as Section II.

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

9. **DELIVERY POINT:**

Delivery Terminal of materials shall be communicated by BUYER in Call out Orders to be placed time to time based on actual requirement which may be any place in across Gujarat, Palghar District & Thane Rural, Dadra & Nagar Haveli, Haryana, Madhya Pradesh, Rajasthan and Punjab. All risk and liabilities in respect of the said GOODS shall be on account of SELLER till the GOODS are delivered at the delivery terminal / site as designated by BUYER.

10. **DELIVERY SCHEDULE:**

Standard Lead Time for delivery from the date of issuance of Call-out order shall be as follows:

1st Lot – within 16 weeks from the date of issuance of call-out order.

Rest of the Lots – within 10 weeks from the date of issuance of call-out order

However, SELLER shall make best efforts to deliver the materials earlier than the specified lead time to meet BUYER operational requirements.

Actual delivery date shall not be beyond a period of sixty (60) days from the delivery date stipulated in the callout order, after which the 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.

11. **QUANTITY:**

Quantity mentioned in the tender is estimated quantity. Separate LOA/Call out order shall be issued time to time based on actual requirement. Supplier shall deliver materials as per quantity specified in the call out order. Payment shall be done against call out order.

OWNER reserves the right to increase the requirements upto 20% of tendered quantity at the time of award of CONTRACT and/or during Rate Validity period based on operational requirements at its sole discretion.

12. **PAYMENT STAGES:**

**For PART A:**

Due payment shall be released within 30 days against receipt and acceptance of GOODS at DELIVERY POINT in good condition subject to receipt of all applicable documents such as Original Invoice, test / inspection certificates, release note etc.

Payment will be made on the actual quantity received by BUYER and BUYER's record shall be considered as final & decisive on the point.

**For PART B:**



Due Payment shall be released within 30 days from the date of receipt of complete and correct invoice duly certified by GEL representative as per the terms and conditions of the Contract.

**13. SUBMISSION OF DOCUMENTS ALONG WITH MATERIAL DELIVERY AT DELIVERY POINT:**

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.

- Invoices to be uploaded on Vendor Invoice Submission Application (VISA)- as detailed in General Terms & Conditions (GTC) document.
- Delivery Challan
- Lorry Receipt
- Warranty Certificate
- Inspection Release Note Copy

**14. Third Party Inspection is in GEL scope.**

**All technical documents of DRS in name of Gujarat Gas Limited to be read as Gujarat Energy Ltd.**

**15. LIQUIDATED DAMAGES: For Material supply (Applicable as per GTC):**

**16. BUYER REPRESENTATIVE: will be updated in Contract**