



GUJARAT ENERGY

Gujarat Energy
Limited

RATE CONTRACT FOR SUPPLY OF TYPE – 1 CNG CASCADES OF 3000 WL & 4500 WL
CAPACITY

Bid Ref
342636



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SECTION V:
SPECIAL TERMS OF CONTRACT (STC)



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1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT (GTC), 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. BUYER 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 /Letter of Award (LOA) for issuing firm Call-out orders.

3.2 The quantities mentioned in the Schedule of Rates are for the purpose of entering into Rate Contract and indicative only and not a commitment. Formal callout orders shall be issued subsequently during the Rate validity based on operational requirements.

4. DELIVERY SCHEDULE:

4.1 Standard Lead Time for delivery of CNG cascades shall be **8 (Eight) weeks from the date of issuance of the formal callout order**. However, Bidder shall make best efforts for delivery earlier to meet GEL operational requirements.

4.2 CNG Cascades shall be delivered in staggered manner as per callout order issuance OR instruction given on time to time from OWNER. SELLER 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. DELIVERY POINT:

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

5.2 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 SUPPLIER till the GOODS are delivered at the DELIVERY POINT as designated by OWNER.

6. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):

6.1 SUPPLIER shall furnish an unconditional and irrevocable bank guarantee, in the prescribed form; issued by bank acceptable to the BUYER and in terms similar to attached with this bid as detailed below:



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- 6.2 SUPPLIER will be required to submit Contract Bank Guarantee (CBG) for a value equivalent to 2.5% of the total basic value of the RATE CONTRACT, valid for a period of 26 months from the start date of rate contract (i.e. rate validity + lead time) + 3 months claim lodgment period.
- 6.3 In case if all the cascades against all callout orders have been delivered before the validity end date of the Contract Guarantee, then Contract Guarantee shall be released accordingly.

PERFORMANCE GUARANTEE: TOWARDS FIRM CALLOUT ORDER/S

- 6.4 An amount equivalent to 7.5% of basic value of each invoice for CNG Cascade delivered will be retained towards Performance Security and shall be released at the end of WARRANTY PERIOD for each of the CNG Cascade.

Alternatively, SUPPLIER may submit Performance Bank Guarantee (PBG) for a value equivalent to 7.5% of the total basic value of the CALLOUT ORDER, in the prescribed format as given under FORMS AND FORMATS, issued by an approved Bank as per Government of Gujarat GR and valid upto the end of WARRANTY PERIOD of the last delivered CNG Cascade under the said Callout Order + 3 months' claim lodgement period.

- 6.5 If the SUPPLIER submits the required Performance Bank Guarantee as detailed above, retention towards performance security from the invoice shall not be applicable.

7. GUARANTEE/ WARRANTY PERIOD:

- 7.1 WARRANTY PERIOD shall be 18 months from date of delivery as mentioned under Clause No 10- WARRANTY of the Technical Specifications document-

8. TECHNICAL DOCUMENT SUBMISSION AGAINST CONTRACT/NOTIFICATION OF AWARD/LETTER OF AWARD

- 8.1 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.
- 8.2 Within 15 working days from the date of receipt of the Rate Contract / Notification of Award/Letter of Award, SUPPLIER shall submit Quality Assurance Plan (QAP), GEL data sheet, General Arrangement Diagram (GAD), Process & Instrumentation diagram (P&ID), Foundation drawings etc.
- 8.3 In case of any comments by GEL towards the above, SUPPLIER to submit revised/ corrected documents within 03 working days from the date of receipt of comments by GEL.
- 8.4 Final approved documents by GEL shall be applicable for all CNG Cascades to be supplied under the RATE CONTRACT.

9. TECHNICAL DOCUMENT SUBMISSIONS AGAINST EACH CALLOUT ORDERS AND FOR DISPATCH CLEARANCE

- 9.1 Original Hard Copy Submission of all the below mentioned documents is mandatory for providing dispatch clearance by GEL.
- 9.2 Inspection Release Note (IRN) with Inspection Report and all supporting documents - This document should include serial no of CNG Cascades, Callout Order No, Quantity, TPI date of visit.
- 9.3 All test reports / certificated (Soft scanned copy- signed and sealed shall be acceptable for this)



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- 10.1 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

11. QUANTITY OF THE GOODS:

- 11.1 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 operational requirements at its sole discretion and the same shall be binding to the SUPPLIER at approved rates, terms and conditions.

12. PAYMENT TERMS:

- 12.1 SUPPLIER shall raise invoice and payment of the undisputed amount of the invoice after necessary deductions/retention towards Liquidated Damage, performance security etc. as applicable, shall be made within 30 days from the date of receipt and acceptance of GOODS.

13. LIQUIDATED DAMAGES: (Applicable as per GTC):

- 13.1 The liquidated damages (LD), a sum equivalent to half percent (0.5%) of the value of delayed GOODS per week of delay or part thereof, on basic value of delayed GOODS, subject to maximum of 5% of the basic value of the delayed portion of the GOODS. The decision of BUYER in regard to the actual delay shall be final and binding to the SELLER.