



GUJARAT ENERGY

Gujarat Energy Limited

RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CNG
CAR DISPENSERS INCLUDING COMPREHENSIVE ANNUAL MAINTENANCE SERVICES

Bid Ref
342627



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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, 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 Unit rates of Installation, Testing and Commissioning (ITC) of the Dispenser shall be valid until completion of the said SERVICES for Dispenser 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 Comprehensive Annual Maintenance Services shall remain firm and fixed for a period of 9.5 years post WARRANTY PERIOD for each Dispenser.
- 3.4 Separate SERVICE RATE CONTRACT shall be issued for Comprehensive Annual Maintenance Services. Service callout orders shall be issued against such SERVICE RATE CONTRACT, as and when the dispenser is out of WARRANTY PERIOD. 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 dispensers delivered under this tender.
- 3.5 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. TECHNICAL DOCUMENT SUBMISSION AGAINST CONTRACT / NOTIFICATION OF AWARD

- 4.1 Upon issuance of Rate Contract/ Notification of Award, CONTRACTOR shall submit the required documents -signed, stamped and sealed- as per below timelines. Hard copy submission is mandatory.
- 4.2 Within 15 working days from the date of receipt of the Rate Contract / Notification of Award, CONTRACTOR shall submit Quality Assurance Plan (QAP), GEL data sheet, General Arrangement Diagram (GAD), Process & Instrumentation diagram (P&ID), Foundation drawings etc.
- 4.3 In case of any comments by GEL towards the above, CONTRACTOR to submit revised/ corrected documents within 03 working days from the date of receipt of comments by GEL.
- 4.4 Final approved documents by GEL shall be applicable for all CNG Dispensers to be supplied under the RATE CONTRACT.

5. TECHNICAL DOCUMENT SUBMISSIONS AGAINST EACH CALLOUT ORDER/S AND FOR DISPATCH



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

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

- 6.1 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

7. DELIVERY SCHEDULE:

- 7.1 **Standard Lead Time for delivery of CNG dispensers shall be within 60 days from the date of issuance of the formal callout order.** However, BIDDER shall make best efforts for delivery earlier to meet GEL operational requirements.
- 7.2 CNG Dispensers 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.
- 7.3 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.

8. DELIVERY POINT:

- 8.1 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.
- 8.2 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.

9. QUANTITY OF THE GOODS:

- 9.1 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 rates and terms and conditions.

10. PAYMENT TERMS:

- CONTRACTOR shall raise invoice and payment of 100% of the undisputed amount of the invoice shall be made as detailed below:
- 10.1 **For Supply, Installation, Testing Commissioning part of the Tender: (Upon completion of respective activity)**



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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.

10.2 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 GEL EIC after necessary deduction towards Penalty, performance security etc. - as applicable.

10.3 For Comprehensive Operations & Maintenance services during Buyback period:

Payment for Comprehensive AMC Services of the CNG dispenser during the buyback period shall be made on pro-rata daily basis till the de-commissioning of each dispenser from site after necessary deduction towards Liquidated Damages, performance security etc. - as applicable.

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

11.1 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):**

11.2 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 and valid upto the Rate validity (i.e. 24 months from the date of award) + 2 Months (standard lead time for delivery) + 3 months' claim lodgment period.

11.3 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.

11.4 CBG extension shall not be applicable wherein service Limit PO date extensions is done pertaining to Installation, Testing and Commissioning (ITC) of the dispenser.

PERFORMANCE SECURITY:

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

11.6 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 CNG Dispenser under the said Callout Order + 3 months' claim lodgement period.

11.7 If the CONTRACTOR submits the PBG as detailed above, retention towards performance security from invoice shall not be applicable.

• PART B: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

11.8 Contract cum Performance Bank Guarantee is NOT APPLICABLE against the SERVICE RATE CONTRACT to be issued for Comprehensive Operation & Maintenance Services.

11.9 CPBG shall be applicable on the individual Service Callout/Limit Orders to be issued against the SERVICE RATE CONTRACT.



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- 11.10 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 AMC of Service Callout Order with validity of 5 years + 3 months claim lodgement period.
- 11.11 Subsequently, CONTRACTOR shall extend the validity of the said CPBG for a period of balance 4.5 years before expiry of the original CPBG. Such CPBG shall be valid for a period of balance duration of 4.5 years + 3 months claim lodgment period.
- 11.12 Upon completion of buy-back process of each dispenser at the end of 9.5 years post warranty period and based on the confirmation from GEL EIC for no claims / pending points etc., such CPBG shall be released.
- 11.13 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.
12. **WARRANTY PERIOD:**
- 12.1 WARRANTY PERIOD of the CNG Dispensers shall be for 18 months from the date of receipt of the dispensers at GEL delivery location OR 12 months from the date of successful commissioning of the dispensers at site, whichever is earlier.
13. **FREE ISSUE MATERIAL: Not applicable**
14. **DEFECTS LIABILITY PERIOD FOR COMPREHENSIVE MAINTENANCE SERVICES: Not Applicable**
15. **BUY-BACK MODALITY OF CNG CAR DISPENSERS AT THE END OF COMPREHENSIVE AMC PERIOD:**

GEL shall at its sole discretion, exercise/avail the option of the Buyback of the Dispenser(s) at the end of the 9th Year, post completion of Warranty Period. Such Buyback option may be availed for all or a certain number of Dispenser's supplied by the Contractor under this Contract.

In the event, GEL does not avail the option of Buyback under the Contract, the ownership of the Dispenser(s) shall remain with GEL, and GEL may continue its operation. If GEL elects to continue operation with same dispenser, GEL shall enter into a separate contract for the AMC Services and associated services such as provision of spare parts and technical support for the additional period of five (05) years or more as per GEL's requirement.

In the event, GEL exercises the option of Buyback under this Contract, then based on GEL instructions, CONTRACTOR shall buy-back the CNG DISPENSERS as per the Buyback Basic Unit Rate for the CNG Car Dispenser which is pre-defined at Rs. 1,12,000 per Dispenser at the end of Comprehensive AMC period of 9 years post end of WARRANTY PERIOD. Such Buy-back formality shall be concluded within a maximum period of 6 months from the end of 9th year of Comp. AMC period post warranty.

All applicable taxes, duties, cess and/or statutory charges (if any) as applicable arising in connection with the Buy-back of the Dispenser including Goods & Service Tax, shall be paid/ borne by the CONTRACTOR.

The Contractor further acknowledges that it is aware of the age and condition of the Dispenser and accepts normal wear & tear and the Buy-back of CNG Dispensers shall be on 'AS IS WHERE IS' basis.



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Transportation/loading-unloading etc. while buying the CNG Dispensers shall also be to BIDDER's/CONTRACTOR's account. GEL shall not be liable for any such costs or expenses.

Separate Invoice (sale order) shall be issued for "Buying of CNG Dispensers" at approved unit rates specified herein above.

Buyback unit rate of Dispenser as published in this tender is same and fixed for all BIDDER's/CONTRACTOR's.