GUJARAT ENERGY

SECTION V:

SPECIAL TERMS OF CONTRACT (STC)

RATE CONTRACT FOR SUPPLY OF VARIOUS SIZES OF 1 BAR AND 4 BAR RPD INDUSTRIAL METERING SKIDS (IMS) ACROSS GEL LOCATIONS OF GUJARAT, DADRA AND NAGAR HAVELI (DNH), PALGHAR DISTRICT AND THANE RURAL, PUNJAB, HARYANA, RAJASTHAN AND MADHYA PRADESH

e-TENDER ID- 360298

1. **GENERAL**

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 The BUYER's REPRESENTATIVE for this CONTRACT shall be intimated at the time of award.

3. **RATE VALIDITY:**

3.1 The RATES specified in the RATE CONTRACT for issuance of formal CALLOUT ORDER 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.

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

4. **WARRANTY PERIOD:**

4.1 As per GTC.

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

5.1 The SELLER 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.

5.2 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.

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

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

6.1 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.

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

6.3 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

6.4 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.

6.5 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.

7. **PAYMENT TERMS:**

7.1 100% payment (after deducting/withholding the amount towards Penalty and/or Liquidated Damages and/or CBG/performance security etc. - as applicable) shall be released within 30 days upon receipt and acceptance of the same by GEL representative along with original invoices and relevant documents as applicable.

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

8.1 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.

8.2 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.

8.3 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.

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

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

9.1 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.

- 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

10. **DELIVERY SCHEDULE:**

10.1 Standard Lead Time for delivery of GOODS shall be as follows:

- For the first lot/order: **Within 14 weeks**
- For rest of the lots/orders: **Within 12 weeks**

However, SELLER shall make best efforts for delivery earlier to meet BUYER's operational requirements.

10.2 GOODs shall be delivered in staggered manner as per callout order issuance OR instruction given on time to time from EIC. SELLER hereby undertakes to deliver the GOODS within the delivery date as stipulated in the Callout Order/CONTRACT.

10.3 Actual delivery date shall not be beyond a period of sixty (60) days from the delivery date stipulated in this CONTRACT, after which the BUYER reserves the right to accept or reject the material delivery at its sole discretion and with no costs to the BUYER. Liquidated Damages as applicable shall be levied.

11. **DELIVERY POINT:**

11.1 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.

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

12. **QUANTITY OF THE GOODS:**

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

12.2 BUYER reserves the right to increase the requirements up to 20% of total tendered quantity at the time of award of RATE CONTRACT and/or during Rate Validity period based on business requirements at its sole discretion.

13. **LIQUIDATED DAMAGES:**

13.1 Applicable as per GTC.

14. **THIRD PARTY INSPECTION (TPI):**

14.1 TPI shall be in GEL's scope. Bidder shall provide intimation to GEL for Third Party Inspection at least 10 days in advance.

Note: All technical documents of Industrial Metering Skids in the name of Gujarat Gas Limited to be read as Gujarat Energy Ltd.