




Gujarat Gas Limited

RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND COMPREHENSIVE OPERATION AND MAINTENANCE OF MOTOR DRIVEN, GAS ENGINE DRIVEN & VIP (VARIABLE INLET PRESSURE) DRIVEN CNG COMPRESSORS/PACKAGES

Bid Ref  
296383



**SECTION V:**  
**SPECIAL TERMS OF CONTRACT (STC)**

 Gujarat Gas Limited	RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND COMPREHENSIVE OPERATION AND MAINTENANCE OF MOTOR DRIVEN, GAS ENGINE DRIVEN & VIP (VARIABLE INLET PRESSURE) DRIVEN CNG COMPRESSORS/PACKAGES	Bid Ref 296383
--	--	-------------------

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**

- 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 compressor/ package shall be valid until completion of the said SERVICES for each Compressor/ Package 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 Operation and Maintenance Services shall remain firm and fixed for a period of 10 years (including WARRANTY PERIOD) for each Compressor/ Package delivered under this Tender.
- 3.4 Separate SERVICE RATE CONTRACT shall be issued for Comprehensive Operation and Maintenance Services against which Service callout/limit orders shall be issued as and when each Compressor/Package is commissioned.
- RATE CONTRACT validity end date of the SERVICE RATE CONTRACT shall be extended as and when required to enable issuance of Service callout orders 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. **CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**


- 4.1 SUPPLIER 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):**

SUPPLIER 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) + 5 Months (standard lead time for delivery) + 3 months' claim lodgment period. (Total 24 + 5 + 3 = 32 Months)

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.

 Gujarat Gas Limited	RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND COMPREHENSIVE OPERATION AND MAINTENANCE OF MOTOR DRIVEN, GAS ENGINE DRIVEN & VIP (VARIABLE INLET PRESSURE) DRIVEN CNG COMPRESSORS/PACKAGES	Bid Ref 296383
--	--	-------------------

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

**PERFORMANCE SECURITY:**

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

Alternatively, SUPPLIER 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 Compressor Package/Compressor under the said Callout Order + 3 months' claim lodgement period.

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

• **Part B : Comprehensive Operation & Maintenance Contract**

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

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

CONTRACTOR shall submit Contract cum Performance Bank Guarantee (CPBG) for a value equivalent to 10% of the HIGHEST Annualized total Basic Value (operation + maintenance) of the Service Callout Order with validity of 5 years + 3 months claim lodgement period.

Subsequently, CONTRACTOR shall extend the validity of the said CPBG for a period of balance 5 years before expiry of the original CPBG.


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.

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

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 Final approved documents by GGL shall be applicable for all CNG Compressor / Package to be supplied under the RATE CONTRACT.

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.

 Gujarat Gas Limited	RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND COMPREHENSIVE OPERATION AND MAINTENANCE OF MOTOR DRIVEN, GAS ENGINE DRIVEN & VIP (VARIABLE INLET PRESSURE) DRIVEN CNG COMPRESSORS/PACKAGES	Bid Ref 296383
--	--	-------------------

- 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

7. **DELIVERY SCHEDULE:**

- 7.1 Standard Lead Time for delivery of CNG Compressor / Package shall be **within 16 weeks from the date of issuance of the formal callout order**. However, Bidder shall make best efforts for delivery earlier to meet GGL operational requirements.
- 7.2 Compressor Packages / Compressors shall be delivered in staggered manner as per callout order issuance OR instruction given on time to time from GGL EIC. SELLER hereby undertakes to deliver the GOODS within the delivery date as stipulated in the Callout 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 GGL 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 SUPPLIER 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 RATE CONTRACT and/or during Rate Validity period based on business requirements at its sole discretion.

10. **PAYMENT TERMS:**

SUPPLIER 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:**

- 10.1.1 100% of the undisputed invoice amount shall be released within 30 days from the date of receipt and acceptance of GOODS / SERVICES.

10.1.2 **For Comprehensive Operations & Maintenance services:**

100% of the undisputed monthly invoice, payment shall be released within 30 days from the date of receipt of invoice certified by GGL EIC. Monthly invoice shall be raised at the end of each month.

11. **DEFECTS LIABILITY PERIOD: Not applicable**

12. **THIRD PARTY INSPECTION AGENCY:**

- 12.1 BIDDER will appoint Third Party Inspection Agency for inspection of Cascade, UPS, Dispenser and Pressure Regulating Skid at its own cost.
- 12.2 GGL will appoint Third Party Inspection Agency for inspection of compressor at its own cost. Also, GGL appointed TPI agency will review inspection documents for cascade, UPS, dispenser and Pressure Regulating Skid.