



Gujarat Gas Limited

RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
POWER TRANSFORMERS

Bid Ref No.
417715



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF POWER TRANSFORMERS**

e-TENDER ID-417715



GUJARAT GAS

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417715**1. GENERAL**

- 1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT (STC), 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

- 2.1 GGL EIC shall be communicated at the time of award of contract.

3. RATE VALIDITY

- 3.1 The RATES specified in the CONTRACT shall remain firm & fixed for 02 (Two) years from the date of notification/award of Rate CONTRACT.
- 3.2 In case of any extension required towards Rate Validity for Site visit charges/ Service Part shall be the same shall be agreed mutually.

4. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**Supply, Installation, Erection & Commissioning of Power Transformer:**

- 4.1 CONTRACTOR shall submit Contract cum Performance Bank Guarantee (CPBG) within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 2.5% CBG of Rate Contract value, valid upto rate validity period of 2 years + lead time for delivery + 3 months' claim lodgment period.

AND

- 4.2 7.5% PBG shall be retained from invoices up to the end of the warranty period + 3 months' claim lodgment period.
- 4.3 In case of any subsequent AMENDMENTS in CONTRACT value, OWNER shall withheld additional CPBG as applicable for the differential amount as per AMENDMENT from subsequent claim for payments, unless otherwise specified in the AMENDMENT.
- 4.4 In case of any subsequent AMENDMENTS in CONTRACT validity, CONTRACTOR shall furnish amended/additional CPBG as applicable for the differential 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. PAYMENT STAGES:

For Supply part: 100% upon receipt and acceptance of the material at GGL designated DELIVERY POINT.

For Service Part including site visit charges: 100% upon completion of particular activity for each transformer/location.



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Payment shall be made within 30 days from date of receipt of correct invoice to be submitted with relevant documents.

6. DELIVERY SCHEDULE:

Power Transformers shall be delivered within 120 days from the date of issuance of callout order and will be in staggered manner as mentioned in the callout order OR as per the instructions given on time to time from Owner within the rate validity period. Contractor/Supplier hereby undertakes to deliver the goods within the delivery date as stipulated in the Order/Contract/as instructed by CO.

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.

Technical Document submission against Rate Contract:

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

- Within 07 working days from the date of receipt of the Rate Contract, Bidder shall submit Quality Assurance Plan (QAP), GGL data sheet, Block and Circuit Diagram, Dimension layout & confirmation towards GGL specifications.
- In case of any comments by GGL towards the above, Bidder to submit revised / corrected documents within 03 working days from the date of receipt of comments by GGL.
- Final approved documents by GGL shall be applicable for all subsequent call out orders to be issued under the said Rate contract.
- Bidder to carry out Third Party Inspection (TPI) only after QAP is approved by GGL.
- Bidder to appoint TPI agency approved by GGL (Lloyds/KPMG/SGS/BVQI/DNV/TUV/Davy Power Gas) to witness all tests at their factory premises / workshop. The expenses on inspection/ testing shall be borne by Bidder.
- Bidder shall intimate GGL while providing inspection call to the TPIA atleast 4 working days in advance to facilitate GGL to attend the inspection at its sole discretion.

Technical Document submissions against each Callout order/s and for Dispatch Clearance:

Original Hard Copy Submission of all the below mentioned documents is mandatory for providing dispatch clearance by GGL.

- Inspection Release Note (IRN) - This document should include serial no of MATERIAL, Callout Order No, Quantity, TPI date of visit.
- Summary sheet of QAP
- All test reports / certificated (Soft scanned copy- signed and sealed shall be acceptable for this)

Submission of Documents along with material delivery at GGL designated dispatch site :

- Copy of Invoice -Original and Duplicate both. It may be noted that invoice to be raised as per respective call out order only. Utmost care to be taken in 'Bill to' and 'Ship to' address on the invoice.
- Delivery Challan



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- Lorry Receipt
- Warranty Certificate
- Inspection Release Note Copy

7. DELIVERY POINT:

7.1 DELIVERY POINT shall be at any place within GGL operating locations mentioned below:

- Gujarat and UT Dadra Nagar Haveli
- Palghar District and Thane Rural GA
- Amritsar, Bhatinda, Gurdaspur, Hoshiarpur, Ferozepur, Faridkot, Sri Muktsar Sahib, Fatehabad Mansa, Sirsa (Punjab & Haryana)
- Jhabua, Indore, Dewas, Ujjain, Ratlam (Madhya Pradesh)
- Sirohi, Dungarpur, Banswara, Abu, Jalore (Rajasthan)

7.2 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.