



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**RATE CONTRACT FOR SUPPLY OF LEAK SURVEYOR WITH
COMPREHENSIVE AMC ACROSS VARIOUS GGL LOCATIONS OF
GUJARAT, DADRA NAGAR HAVELI, PALGHAR DISTRICT & THANE
RURAL, PUNJAB, HARYANA, RAJASTHAN & MADHYAPRADESH**

Open e-TENDER ID- 500360

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**

The OWNER's REPRESENTATIVE for this CONTRACT is Mr. Jignesh Desai (Contact number: 7573946760 Email ID: jignesh.desai@GUJARATGAS.com)

3. **RATE VALIDITY**

3.1 The RATES specified in the CONTRACT for supply of material shall remain firm & fixed for One(1) Year from the date of notification/award of contract.

3.2 The RATE specified in the CONTRACT for hiring of services for comprehensive maintenance, calibration, repair and testing shall be valid for 3 (THREE) years post warranty period

4. **MOBILIZATION PERIOD: Not Applicable.**

5. **DEFECT LIABILITY PERIOD –**

Defect Liability for hiring of services for AMC Period is as per Scope of Work.

6. **SECURITY AND GUARANTEE:**

For Materials

6.1 **CONTRACT BANK GUARANTEE (CBG)**

The CONTRACTOR 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.

CBG shall be valid for the 12 months from the date of award/notification of CONTRACT + claim lodgment period of 3 months

In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 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.

6.2 **PERFORMANCE GUARANTEE (PG)**

GGL 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.

Retained amount equivalent to 5% of the basic invoice value shall be released after warranty period (18 months) post receipt of material at GGL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount

OR

GGL shall retain an amount equivalent to 3% of the basic invoice value as PG. For retention of PG, only accepted quality material invoice value shall be considered.

Retained amount equivalent to 3% of the basic invoice value shall be released after warranty period (18 months) post receipt of material at GGL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount

For Service

6.3 CONTRACT BANK GUARANTEE (CBG)

The CONTRACTOR 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.

CBG shall be valid for the 36 months from the date of award/notification of CONTRACT + claim lodgment period of 3 months

In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 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.

7. PAYMENT STAGES:

7.1 Material Supply:

Due payment shall be released within 30 days against receipt and acceptance of GOODS at DELIVERY POINT in good condition subject to receipt of all applicable documents such as Original Invoice, test / inspection certificates, release note etc.

Payment will be made on the actual quantity received by BUYER and BUYER's record shall be considered as final & decisive on the point.

7.2 AMC Service:

Due Payment shall be released within 30 days from the date of receipt of complete and correct invoice duly certified by GGL representative as per the terms and conditions of the Contract.

8. WARRANTY PERIOD: AS PER GTC.

9. DELIVERY SCHEDULE:

Standard Lead Time for delivery from the date of issuance of Call-out order shall be within 6 weeks. However; SELLER shall make best efforts to deliver the materials earlier than the specified lead time to meet BUYER operational requirements.

Actual delivery date shall not be beyond a period of sixty (60) days from the delivery date stipulated in the callout order, after which the 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.

10. DELIVERY POINT:

Delivery Terminal of materials shall be communicated by BUYER in Call out Orders to be placed time to time based on actual requirement which may be any place in across Gujarat, Palghar District & Thane Rural, Dadra & Nagar Haveli(DNH), Punjab, Haryana, Rajasthan, Madhyapradesh. All risk and liabilities in respect of the said GOODS shall be on account of SELLER till the GOODS are delivered at the delivery terminal / site as designated by BUYER