



GUJARAT GAS

Gujarat Gas Limited

Rate Contract for Maintenance activities at Existing and Upcoming CNG/LCNG  
Stations in Gujarat, DNH, and ThaneBid Ref No.  
205873

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

Main Open e-tender 205873	
Cluster	Sub Tender Id
Cluster-1 : Morbi, Kutch (w)	206628
Cluster-2: Rajkot, Jamnagar, Dwarka	206629
Cluster-3 :Amreli, Bhavnagar, Botad, Surendranagar, Ahmedabad-Rural & Gandhinagar	206630
Cluster-4: Anand Rural, Nadiad, Panchmahal & Dahod	206633
Cluster-5: Bharuch, Dahej & Narmada	206635
Cluster-6 :Surat, Hazira & Tapi	206637
Cluster-7 : Navsari, Valsad & DNH	206639
Cluster-8 :Palghar District & Thane Rural	206642



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**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 / ENGINEER IN CHARGE (EIC)**

- 2.1 ENGINEER IN CHARGE (EIC) shall be communicated at the time of award of work.

**3. CONTRACT PERIOD AND RATE VALIDITY**

- 3.1 CONTRACT PERIOD and Rate Validity shall be for a period of Two (02) years tentatively w.e.f. 1st Nov 2025. Firm Service Callout/ Limit Order shall be issued during the Rate Validity as per the business requirements preferably on annual basis.
- 3.2 For Part 3 of the Schedule of Rate under each of the Sub-Tender / Cluster i.e. Queue Manager, base rates published in the Tender for each of the Sub-Tender/Cluster shall remain firm and fixed during the entire CONTRACT PERIOD. Firm Callout order/s shall be issued within the Rate Validity period as per business requirements for the same.
- 3.3 GGL may extend the Rate Validity / CONTRACT PERIOD for a further period of 6 months on same unit rates and mutually agreed terms based on concurrence from CONTRACTOR.
- 3.4 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. DEFECT LIABILITY PERIOD: Not applicable**

**5. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**

**5.1 CONTRACT BANK GUARANTEE (CBG)**

CONTRACTOR shall submit the CBG within 15 days from date of award, in the prescribed format, for an amount equivalent to **5% of the TOTAL BASIC value of RATE CONTRACT, issued by an approved Bank and valid for a period equal to RATE CONTRACT PERIOD (i.e. 2 years) + 3 months' claim lodgement period.**

**5.2 PERFORMANCE SECURITY:**

An amount equivalent to 5% of the basic invoice value shall be retained from each invoice towards Performance Security and shall be released at the end of Annualized service/callout order duration for Part 1 and Part of the SoR and at the end of WARRANTY PERIOD for Part-3 of the SoR.

- 5.3 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CBG @ 5% for the applicable basic 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.



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**6. MOBILISATION PERIOD FOR SERVICES (For Part 1 and Part 2 of the SOR):**

CONTRACTOR shall mobilise all the required resources in timely manner so as to commence the SERVICES as on the start/commencement date of the CONTRACT or mobilisation date as provided by GGL Engineer in Charge.

**7. DELIVERY SCHEDULE (For Part 3 of the SOR i.e. Supply of Queue Manager):**

7.1 Standard Lead Time for delivery of Queue Manager shall be **within 60 days from the date of issuance of the Callout order**. However, BIDDER shall make best efforts for delivery earlier to meet GGL operational requirements.

7.2 Queue Manager 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. PAYMENT TERMS:**

8.1 CONTRACTOR shall raise invoice and payment of undisputed amount after required retention towards Penalty and/or Performance Security – where applicable, shall be made within 30 days against submission of Invoice along with relevant certificates upon actual work completion and performance duly certified by GGL Engineer in Charge.

8.2 Invoicing frequency to be mutually agreed with GGL Engineer in Charge.

8.3 GGL GST Details shall be provided at the time of award of work. Hence, Invoice to be raised on a monthly basis in a correct manner i.e. SHIP TO ADDRESS shall be wherever services are provided and BILL TO ADDRESS shall be the State / Union Territory in which the service is provided.

i.e. In case service is provided at Gujarat; then GGL Gujarat GST address to be selected; in case service is provided at Dadra Nagar Haveli; then GST of said location to be selected. Invoices to be sent to respective GGL Engineer in charge where service is provided.

**9. SERVICE LEVEL AGREEMENT AND PENALTIES:**

**9.1 For Part 1 & 2 of the SORs (i.e. Part 1-Maintenance Service & Part 2-Vehicle Requirement)**

Penalties as defined under respective TECHNICAL SCOPE OF WORK shall be applicable. This clause shall supersede Clause No 14- LIQUIDATED DAMAGES as per General Terms of Contract (GTC).

**9.2 For Part 3 of the SOR for i.e. for Supply of Queue Manager:**

Clause No 14- LIQUIDATED DAMAGES as per General Terms of Contract (GTC) shall be applicable.