



GUJARAT GAS

Gujarat Gas Limited

RATE CONTRACT FOR CONDEMNATION OF SEAMLESS STEEL CNG CYLINDERS  
INSTALLED IN THE CASCADE

Bid Ref No.  
239878



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

Main open e tender 239878	
Cluster /Zone	Sub Cluster Tender Id
Cluster-1 (Ahmedabad Rural, Gandhinagar, Nadiad, Anand, Panchmahal, Dahod)	239998
Cluster-2 (Bharuch, Narmada, Dahej, Surat, Hazira)	240002
Cluster-3 (Navsari, Valsad, Dadra and Nagar Haveli, Palghar & Thane Rural)	240004
Cluster-4 (Morbi, Kutchh (W), Rajkot, Jamnagar, Surendranagar, Bhavnagar, Amreli)	240005



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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 GGL assigned EIC details shall be communicated at the time of award of work.

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 CONTRACT for issuance of firm Call-out/Service Limit orders. Firm Service Limit order/s shall be issued within the Rate Validity period as per business requirements.
- 3.2 Once the Service Callout Order is issued, RATES shall be valid until completion of the assigned work.
- 3.3 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 CONTRACTOR will be required to submit Contract Cum Performance Bank Guarantee (CPBG) for a value equivalent to 10% of the total basic value of the RATE CONTRACT, valid upto the Rate validity (i.e. 02 years from the date of award) + 6 months + 3 months' claim lodgment period.

Upon completion of entire work covered under this CONTRACT for total callout order quantities is completed, such CPBG shall be released post clearance/ Certification by all the relevant GGL EIC.

5. **PAYMENT STAGES AND INVOICING FREQUENCY:**

- 5.1 Invoicing Frequency shall be mutually agreed between CONTRACTOR and GGL EIC.
- 5.2 OWNER shall pay or cause to be paid the due amount within a period of 30 days from the date of receipt of the complete and correct invoice, duly certified by OWNER'S REPRESENTATIVE.
- 5.3 GGL GST Details are given herein. Hence, Invoice to be raised 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. For Example: In case service is provided at Gujarat; then 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.
- In addition to the same- kindly refer Schedule of Rates notes for payment.**

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

- 6.1 Kindly refer Clause No 9 PENALTY under the Technical Scope of work document. This clause shall supercede Clause No 14 LIQUIDATED DAMAGES under the General Terms of Contract (GTC).