



GUJARAT GAS

Gujarat Gas Limited

Rate Contract Supply, Fabrication, Erection / Installation, Testing &
Commissioning of Mechanical Works for CNG/ DCS/ LCNG Stations across
GGL locations

Bid Ref No.
229638



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)



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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 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 CONTRACT. However, for the Work allotted within the rate validity of 1 year, RATES specified in the CONTRACT shall remain valid till completion of the said work as per the Scope of Work requirements.

4. **DEFECT LIABILITY PERIOD:**

4.1 DEFECT LIABILITY PERIOD shall be for 1 Year from the date of completion of entire job of each station and acceptance by Gujarat Gas Ltd.
For details, kindly refer Technical Scope of Work- Clause 2.3 E WARRANTY/ GUARANTEE/ DEFECT LIABILITY.

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

CONTRACT BANK GUARANTEE (CBG):

5.1 CONTRACTOR shall submit the CBG within 15 days from date of award in the prescribed format, given under FORMS AND FORMATS; issued by an approved Bank as per Government of Gujarat GR as detailed below:

- For an amount equivalent to **5% of the total basic RATE CONTRACT VALUE.**
- For validity equal to **RATE CONTRACT VALIDITY PERIOD (i.e. 2 years) + 3 months claim lodgment period.**

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

AND

PERFORMANCE SECURITY/GUARANTEE (RETENTION)

5.3 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 DEFECTS LIABILITY PERIOD of each station.

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

6.1 CONTRACTOR shall raise invoice and payment of undisputed amount after retention of required amount towards Performance Security – where applicable, shall be made within 30 days against submission of Invoice alongwith Test certificates / required documents- as applicable, duly certified by GGL Engineer in Charge. Invoicing frequency to be mutually agreed with GGL Engineer in Charge



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- 6.2 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. For Example: 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.

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

Kindly refer Technical Scope of Work Document-Clause No 2.7 Liquidated Damages and Penalty.

This clause shall supersede Clause No 14 LIQUIDATED DAMAGES under the General Terms of Contract (GTC).

8. **DELIVERY POINT**

DELIVERY POINT shall be at any place within GGL operating locations across Gujarat, Dadra Nagar Haveli, Palghar District Thane Rural GA-Maharashtra, Madhya Pradesh, Rajasthan, Punjab & Haryana.