



Gujarat Gas Limited

Hiring Consultant for Engineering and Project Management services for CNG/
LNG/LCNG stations across GEL operating locations

Bid Ref
316412



GUJARAT ENERGY

SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**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 Details of the EIC 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 03 (Three) years from the date of notification/award of Rate Contract.
- 3.2 GEL reserves the right to extend the Rate Validity / CONTRACT PERIOD further for a period of 6 months on the mutually agreed unit rates, terms and conditions.
- 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. DEFECT LIABILITY PERIOD: NOT APPLICABLE**5. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):****CONTRACT BANK GUARANTEE (CBG): Applicable on RATE CONTRACT**

- 5.1 CONTRACTOR shall submit an unconditional and irrevocable Contract Bank Guarantee (CBG), in the prescribed format as given under FORMS AND FORMATS; issued by an approved Bank as per Government of Gujarat GR, within 15 days from date of award in the prescribed format, for an amount equivalent to **5% of the basic CONTRACT VALUE**. Such CBG shall be valid till end of CONTRACT PERIOD + 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**5.3 PERFORMANCE GUARANTEE (RETENTION)**

An amount equivalent to 5% of the basic invoiced value shall be retained from each invoice of individual project towards Performance Security and shall be released at the end of each year.

- 5.4 **Alternatively**, CONTRACTOR may submit an unconditional and irrevocable Contract Cum Performance Bank Guarantee (CPBG), in the prescribed format as given under FORMS AND FORMATS; issued by an approved Bank as per Government of Gujarat GR, within 15 days from date of award in the prescribed format, as detailed below:

- For an amount equivalent to **10% of the basic value of CONTRACT**.
- Valid till end of CONTRACT PERIOD + 3 months' claim lodgment period.
- **In this case, retention from invoices shall not be applicable.**

- 5.5 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CBG @ 10% for the applicable basic amount/validity extension as per AMENDMENT,



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failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

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

6.1 As per Clause No 10 PAYMENT TERMS under Section II Technical Scope of Work.

7. **PENALTIES:**

7.1 As per Clause No 12 PENALTIES under Section II Technical Scope of Work. This clause shall supersede Clause No 14 LIQUIDATED DAMAGES under GENERAL TERMS OF CONTRACT (GTC).

8. **Billing/Invoicing cycle:** On Monthly basis.