



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING
(SITC) OF AIR CONDITIONING UNITS AT VARIOUS GEL
LOCATIONS.

E-TENDER ID- 314800



1. **GENERAL**

1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT (GTC), 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. **BUYER REPRESENTATIVE / ENGINEER IN CHARGE (EIC):**

2.1 The BUYER's REPRESENTATIVE for this CONTRACT shall be intimated at the time of award of CONTRACT.

3. **RATE VALIDITY:**

The RATES specified in the RATE CONTRACT for issuance of formal CALLOUT ORDER shall remain firm & fixed for 02 (Two) Years from the date of notification/award of RATE CONTRACT. Firm CALLOUT ORDER shall be issued within the Rate Validity period as per business requirements.

4. **WARRANTY PERIOD:**

4.1 As mentioned in the Section - II Scope of Work, refer Clause No 13.

5. **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 till the CONTRACT duration + claim lodgment period of 3 months.

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

PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE GUARANTEE (PG)

The CONTRACTOR shall submit the PBG 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.

PBG shall be valid for the Contract Duration + Warranty Period (60 Months) Post Delivery + 3 Months Claim lodgment period.

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

OR

M/s, Gujarat Energy Limited (GEL 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 (60 Months) post receipt of material at GEL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount

6. **PAYMENT TERMS:**

6.1 100% payment (after deducting/withholding the amount towards Penalty and/or Liquidated Damages and/or CBG/performance security etc. - as applicable) shall be released within 30 days upon Supply, Installation, Testing and Commissioning of Material along with original invoices and relevant documents as applicable.

6.2 CONTRACTOR should ensure the following documents must submit with the original invoices: -

(1) Delivery challan (2) E-way bill (3) VISA covering letter

7. **DELIVERY SCHEDULE:**

7.1 Standard Lead Time for delivery of GOODS shall be **within 15 Days from the date of issuance of the CALLOUT ORDER**. However, SELLER shall make best efforts for delivery earlier to meet BUYER's operational requirements.

7.2 GOODS shall be delivered in staggered manner as per callout order issuance OR instruction given on time to time from 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 BUYER reserves the right to accept or reject the material delivery at its sole discretion and with no costs to the BUYER. Liquidated Damages as applicable shall be levied.

8. **DELIVERY POINT:**

8.1 Delivery locations of materials shall be communicated by BUYER in Purchase Orders to be placed time to time based on actual requirement which may be any place in across Gujarat, Palghar District & Thane Rural, Dadra and Nagar Haveli (DNH), Punjab, Haryana, Madhya Pradesh and Rajasthan. 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

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

9.1 As mentioned in the Section-II Scope of Work, refer Clause No 14.

10. **BUY BACK MODALITY:**

10.1 Buy back of Materials mentioned in the Scope of Work and Schedule of Rates shall be on "AS IS WHERE IS" basis and will be treated separately.

10.2 Separate Invoice (Sale Order) shall be issued for "Buy Back" at approved unit rates as per business requirements.

10.3 Applicable GST, transportation, loading-unloading etc. for buyback shall be to Bidder's account.

11. **LIQUIDATED DAMAGES:** Refer Clause no. 14 of General Terms of Contract (GTC).