



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**Supply and installation of File Compactor System
/Mobile storage systems at Amritsar Office .**

E-TENDER ID- 340319



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.

3. **RATE VALIDITY:**

3.1 The RATES specified in the RATE CONTRACT for issuance of formal CALLOUT/PURCHASE ORDER shall remain firm & fixed for 03 (three) months from the date of notification/award of RATE CONTRACT/ PURCHASE ORDER.

4. **WARRANTY PERIOD:** As per Mentioned Section II- Technical scope of work

4.1 .

5. **CONTRACT BANK GUARANTEE (CBG):**

5.1 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.

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

5.3 CBG shall be valid till Contract duration period + 3 months claim lodgment.

6. **PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE GUARANTEE (PG):**

6.1 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.

6.2 PBG shall be valid for the contract duration + warranty period (12 months) Post-delivery + 3 months claim lodgment period.

6.3 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

6.4 GGL 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 (12 months) post receipt of material at GGL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount.

7. **PAYMENT TERMS:**

- 7.1 100% 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 receipt and acceptance of the same by EIC along with original invoices and relevant documents as applicable after successful supply, installation, testing and commissioning of the compactor system and submission of the required documents.

8. **DELIVERY SCHEDULE:**

- 8.1 Standard Lead Time for delivery of GOODS shall be **within 6 to 8 weeks from the date of issuance of the Purchase Order / Callout order**. However, SELLER shall make best efforts for delivery earlier to meet BUYER's operational requirements.
- 8.2 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.
- 8.3 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.

9. **Installation Period:** Installation and commissioning shall be completed within 30 days from the date of site clearance/intimation by the Officer-in-Charge (OIC).

10. **DELIVERY POINT:** Delivery Location: Office Address of Amritsar GA:

Amritsar Office Address

Gujarat Energy Ltd. (erstwhile Gujarat Gas Ltd.)

HT Tower, SCO-132, 2nd Floor, B-Block, Ranjit Avenue, Amritsar - 143001 Punjab

11. **LIQUIDATED DAMAGES: (Applicable as per GTC):**

- 11.1 The liquidated damages (LD), a sum equivalent to half percent (0.5%) of the value of delayed GOODS per week of delay or part thereof, on basic value of delayed GOODS, subject to maximum of 5% of the basic value of the delayed portion of the GOODS. The decision of BUYER in regard to the actual delay shall be final and binding to the SELLER.