



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

RATE CONTRACT (RC) FOR SUPPLY OF OFFICE FURNITURE AT
ACROSS GEL LOCATIONS

E-TENDER ID- 342210



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. **OWNER'S REPRESENTATIVE**

- 2.1 The EIC for this CONTRACT shall be intimated 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 award of contract.
- 3.2 The rates submitted by the bidder shall be applicable across all GEL locations.

4. **WARRANTY PERIOD:** As per Section – II Scope of Work

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

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

- 6.1 The SELLER 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
- 6.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, SELLER 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.
- 6.3 CBG shall be valid till Contract duration + three months claim lodgment.

7. **PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY:**

The CONTRACTOR shall submit the PBG within 15 days from date of award/notification of Call Out order, in the prescribed format, for an amount equivalent to 5% of the basic call out order value.

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

In case of any subsequent AMENDMENTS in Call out order 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

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

8. **PAYMENT TERMS:** As mentioned in Section -II Scope of Work
9. **SUBMISSION OF DOCUMENTS ALONG WITH MATERIAL DELIVERY AT DELIVERY POINT:**
 - 9.1 Copy of Invoice -Original and Duplicate both. It may be noted that invoice to be raised as per respective call out order/ dispatch clearance against respective callout order/s only. Utmost care to be taken in 'Bill to' and 'Ship to' address on the invoice.
 - Invoices to be uploaded on Vendor Invoice Submission Application (VISA)- as detailed in General Terms & Conditions (GTC) document.
 - Delivery Challan
10. **DELIVERY SCHEDULE:** As mentioned in Section -II Scope of Work
 - 10.1 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.
 - 10.2 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.
11. **DELIVERY POINT:**
 - 11.1 DELIVERY POINT shall be at any place across GEL operating locations
 - 11.2 Exact address shall be communicated by BUYER while giving the dispatch clearance. All risk and liabilities in respect of the said GOODS shall be on account of SELLER till the GOODS are delivered at the DELIVERY POINT as designated by BUYER.
12. **QUANTITY OF THE GOODS:**
 - 12.1 BUYER reserves the right to increase the requirements upto 20% of total tendered quantity at the time of award of RATE CONTRACT and/or during Rate Validity period based on business requirements at its sole discretion.
13. **BUY BACK MODALITY: Not Applicable**
14. **LIQUIDATED DAMAGES: (Applicable as per GTC):**
 - 14.1 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.