



GUJARAT ENERGY

SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

RATE CONTRACT FOR SUPPLY OF IT PERIPHERALS
ACROSS GEL LOCATIONS

Open e-TENDER ID- 318341

1. **GENERAL**

1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT (STC), 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:**

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

3. **RATE VALIDITY:**

The RATES specified in the RATE CONTRACT shall remain firm & fixed for 02 (Two) year from the date of notification/award of RATE CONTRACT.

4. **WARRANTY PERIOD:**

As specified in the Clause No 3.0 of Section - II - Technical Scope and Specifications

5. **DEFECT LIABILITY PERIOD:** Not Applicable

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

CONTRACT BANK GUARANTEE (CBG):

6.1 SUPPLIER shall submit the CBG within 15 days from date of award/notification of the CONTRACT, in the prescribed format, issued by an approved Bank; for an amount equivalent to 5% of the basic value of the RATE CONTRACT, valid up-to the RATE VALIDITY + 3 month's claim lodgment period.

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

PERFORMANCE GUARANTEE / SECURITY:

6.3 An amount equivalent to 5% of the basic value, of all the invoices of SOR line items where WARRANTY is applicable as detailed under Section – III : Schedule of Rates, shall be retained towards Performance Guarantee/security and shall be released upon end of the WARRANTY PERIOD of respective item/s + 3 months' claim lodgement period.

6.4 PERFORMANCE GUARANTEE shall NOT BE APPLICABLE for the other items where WARRANTY PERIOD is 'Not Applicable' as detailed under Section – III : Schedule of Rates.

7. **LIQUIDATED DAMAGES**

Not Applicable.

However, penalty shall be applicable as specified in the Clause No 5.0 of Section - II - Technical Scope and Specifications.

8. **DELIVERY PERIOD**

GOODS shall be delivered within 5 business days from the date of receipt of intimation from GEL Engineer-In-Charge (EIC).

9. **DELIVERY POINT**

Tentative list of Delivery Locations / DELIVERY POINTs is attached herewith under Section-VIII.