



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

Procurement of 508 PC's (400 Laptop and 108 Desktops)

e-TENDER ID- 349984

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:**

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

3. **RATE VALIDITY:**

3.1 The RATES specified in the CONTRACT shall remain firm & fixed till completion of deliverables as specified in technical scope of work.

4. **WARRANTY PERIOD:**

4.1 The CONTRACTOR shall provide Comprehensive WARRANTY of 05 (Five) years, for onsite support with back to back replacement in case of hardware issue, from the date of installation.

5. **DELIVERY SCHEDULE:** Within 04 weeks from the date of Contract/ Purchase Order.

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

6.1 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 2.5% of the basic CONTRACT VALUE.

6.2 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.

6.3 CBG shall be valid till completion of delivery of all the Laptops awarded vide this Contract plus three months claim lodgment.

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

7.1 An amount equivalent to 5% of basic value of each invoice shall be retained against Performance Guarantee and same shall be released after end of WARRANTY PERIOD i.e. 5 years from the date of delivery + 3 months claim lodgment period.

8. **PAYMENT TERMS:**

As mentioned in the Section-II-Scope of Work, Clause No. 8

9. **DELIVERY POINT:**

9.1 The delivery locations shall be intimated at the time of issuance of CONTRACT, which shall be as per below mentioned GGL locations:

- 1) Gujarat Energy Limited,
Office No. 4 & 5,
1st Floor,
IT Tower -2,

Infocity,
Gandhinagar 382010
SOR Quantity: 400 Laptops

- 2) Gujarat Energy Limited,
Adajan Gam,
P.O. BOX-915
Navyug College,
Surat 395009,
SOR Quantity: 108 Desktops

10. **SERVICE LEVEL AGREEMENT & PENALTY:**

- 10.1 As mentioned in the Section-II-Scope of Work, Clause No. 7