



GUJARAT ENERGY

SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

SELECTION OF ARCHITECTURAL CONSULTANT
FOR PROVIDING COMPREHENSIVE ARCHITECTURAL, CIVIL &
INTERIOR DESIGN SERVICES FOR THE PROPOSED GUJARAT
ENERGY LIMITED (GEL) CORPORATE OFFICE BUILDING AT
VAISHNODEVI CIRCLE, AHMEDABAD

e-TENDER ID - 344309

1. GENERAL

1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT, 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 / ENGINEER IN CHARGE (EIC)

2.1 The OWNER's REPRESENTATIVE for this CONTRACT shall as per SECTION 1 Project Background and Overview Clause 1.12 of Section II & III - SOW, SOR, BQC & NIT Document

3. RATE VALIDITY

3.1 The RATES specified in the CONTRACT shall remain firm & fixed for **36 Months** from the date of notification/award of contract/Agreement.

4. MOBILIZATION PERIOD: As specified as per 4.4.g Commencement of Services of **Section II & III - SOW, SOR, BQC & NIT Document** - in the Tender Document

5. DEFECT LIABILITY PERIOD: 12 Months from the Date of Completion/handing over of the Project.

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

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 5% of the BASIC CONTRACT VALUE.

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.

6.3 CBG shall be valid till the CONTRACT COMPLETION PERIOD (VALIDITY PERIOD) + 3 Months for claim lodgment period.

PERFORMANCE BANK GUARANTEE (PBG)

6.4 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.

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

6.6 PBG shall be valid till the CONTRACT COMPLETION PERIOD (VALIDITY PERIOD) + DEFECT LIABILITY PERIOD and 3 months for claim lodgment period.

OR

- 6.7 An amount equivalent to 5% of BASIC VALUE from each INVOICE VALUE will be retained as PERFORMANCE BANK GUARANTEE for executed work & will be released within 3 months after completion of the DEFECT LIABILITY PERIOD.
- 6.8 At the end of each CONTRACT, the CONTRACTOR will have the option to submit a Performance Bank Guarantee (PBG) for amount equivalent to the cumulative retained amount against the corresponding CONTRACT. The validity of such PBG will be 3 months beyond the DEFECT LIABILITY PERIOD. The retained amount will be released on submission of such PBG.
7. **PAYMENT TERMS & STAGES, INVOICING FREQUENCY:** As specified as per 4.3 Deliverables and Payment Terms & 4.4.F - Fees and Payments to Consultant of **Section II & III - SOW, SOR, BQC & NIT Document**
8. **SERVICE LEVEL AGREEMENT AND PENALTIES:**
- 8.1 The critical parameter describes the system performance and service level expectations and requirements during the Implementation phase of contract. The service level includes target performance measures, unacceptable measures and the related penalties for not meeting required service levels.
- 8.2 The milestone-wise timelines for completion of the services and submission of deliverables shall be finalized and mutually agreed upon between the Company and the Consultant after award of the Contract and commencement of the assignment, based on the overall project schedule and project requirements. The agreed milestone-wise schedule shall form an integral part of the Contract and shall be binding on the Consultant. Any revision thereof shall require prior written approval of the Company. The Liquidated Damages provisions specified under Clause 14 of General Terms of Contract & 4.4.k of Section II & III - SOW, SOR, BQC & NIT Document shall be applicable for any delay attributable to the Consultant against the agreed milestone timelines.
9. **FREE ISSUE MATERIAL: Not Applicable**