



GUJARAT ENERGY

SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**Supply, Installation, Configuration and Support of Wireless Access
Points and Controllers for Gujarat Energy Limited**

e-TENDER ID- 341376

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

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 contractual deliverables.

4. COMPLETION/ DELIVERY PERIOD

BIDDER shall complete the delivery of hardware & software within 12 weeks from the date of issuance /award of CONTRACT at Delivery locations mentioned in Annexure-1 of the Scope of Work document. BIDDER shall complete implementation of complete solution within 12 weeks from delivery of Hardware.

5. WARRANTY PERIOD:

CONTRACTOR shall provide Five (5) years onsite comprehensive warranty support (including but not limited to Parts, Labor, Configuration, Software Upgrade, Updates etc.) as detailed in the Scope of Work document.

6. CONTRACT BANK GUARANTEE (CBG):

6.1 BIDDER shall submit the CBG within 15 days from date of award, in the prescribed format, for an amount equivalent to 5% of the basic value of CONTRACT, issued by an approved Bank and shall be valid for the CONTRACT PERIOD (i.e. 5 years) + 3 months' claim lodgment period.

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.

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

7.1 An amount equal to 5% of the basic invoice value shall be retained from all invoices towards Performance Guarantee and shall be released upon end of WARRANTY PERIOD.

8. PAYMENT STAGES AND INVOICING FREQUENCY:

8.1 As detailed in Clause-9 of Section-II-Technical Scope of work.

9. **SERVICE LEVEL AGREEMENT AND PENALTIES:** - As mentioned in Clause 7 and 8 in Section-II Technical Scope of Work

10. **LIQUIDATED DAMAGES:** LD as per GTC clause 14 is NOT applicable and is superseded by Penalty Terms mentioned in Clause 8 of Section-II- Technical Scope of Work.

11. BUY BACK MODALITY

Buy back of Materials mentioned in the Scope of Work and Schedule of Rates shall be on 'AS IS WHERE IS' basis and will be treated separately.

Separate Invoice (sale order) shall be issued for “Buy back” at approved unit rates as per business requirements.

Applicable GST, transportation, loading-unloading etc. for buyback shall be to Bidder's account.