GUJARAT ENERGY

SECTION V:

SPECIAL TERMS OF CONTRACT (STC)

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OFFICE (ONLINE) TYPE UPS SYSTEM

TENDER ID: 361296

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**

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 2 years from the date of award of contract.

4. **WARRANTY PERIOD:** As per Section - II Technical Specification and scope

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

5.1 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.

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

5.3 CBG shall be valid till the CONTRACT duration + claim lodgment period of 3 months.

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

6.1 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.

6.2 PBG shall be valid for the contract duration + warranty period (18 months) Post-delivery + 3 months claim lodgment period.

6.3 In case of any subsequent AMENDMENTS in CONTRACT 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

6.4 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.

6.5 Retained amount equivalent to 5% of the basic invoice value shall be released after warranty period (18 months) post receipt of material at GEL Site/Warehouse. However; Bidder shall intimate to Buyer for release of the retained amount.

7. **PAYMENT TERMS:**

7.1 100% payment (after deducting/withholding the amount towards Penalty and/or Liquidated Damages and/or CBG/performance security etc. - as applicable) shall be released 30 days upon receipt and acceptance of the same by GEL representative along with original invoices and relevant documents as applicable.

8. **TECHNICAL DOCUMENT SUBMISSION AGAINST CONTRACT / NOTIFICATION OF AWARD:**

Upon issuance of Rate Contract/ Notification of Award, SELLER shall submit the required documents - signed, stamped and sealed- as per below timelines. Hard copy submission is mandatory.

Within 15 working days from the date of receipt of the Rate Contract / Notification of Award, SELLER shall submit Quality Assurance Plan (QAP), GEL data sheet, General Arrangement Diagram (GAD), Process & Instrumentation diagram (P&ID), Foundation drawings etc.

In case of any comments by BUYER towards the above, SELLER to submit revised/ corrected documents within 03 working days from the date of receipt of comments by BUYER.

Final approved documents by BUYER shall be applicable for all GOODS to be supplied under the RATE CONTRACT.

9. **SUBMISSION OF DOCUMENTS ALONG WITH MATERIAL DELIVERY AT DELIVERY POINT:**

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
- Lorry Receipt
- Warranty Certificate
- Inspection Release Note Copy

10. **DELIVERY SCHEDULE:**

Standard Lead Time for delivery of GOODS shall be **30 days from the date of issuance of the Callout order**. However, SELLER shall make best efforts for delivery earlier to meet BUYER's operational requirements.

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.

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:**

DELIVERY POINT shall be at any place within GEL operating locations including but not limited to Gujarat, UT of Dadra Nagar Haveli, Rajasthan, Madhya Pradesh, Punjab, Haryana and Maharashtra.

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:**
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. **LIQUIDATED DAMAGES: (Applicable as per GTC):**

14. **Third Party Inspection is in scope of Supplier.**

15. **BUYER REPRESENTATIVE: will be updated in Contract.**