GUJARAT ENERGY

SECTION V:

SPECIAL TERMS OF CONTRACT (STC)

APPOINTMENT OF SERVICE PROVIDER FOR BULK SMS AND WHATSAPP SERVICES

e-TENDER ID- 355187

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 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 03 (three) years from the date of award of contract.

4. **MOBILIZATION PERIOD: -**Immediately, upon award of contract

5. **DEFECTS LIABILITY PERIOD**- 1 month

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

6.1 CONTRACT BANK GUARANTEE (CBG)

The CONTRACTOR shall submit the CBG within 15 days from date of award of CALL OUT ORDER, in the prescribed format, for an amount equivalent to 5% of the basic CALL OUT ORDER.

CBG shall be valid for the CALL OUT ORDER Duration + 3 months claim lodgment period.

In case of any subsequent AMENDMENTS in CALL OUT ORDER 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.

6.2 PERFORMANCE BANK GUARANTEE (PBG)

An amount equivalent to 5% of the basic invoice value shall be retained from each invoice towards Performance Security and shall be released at the end of DEFECTS LIABILITY PERIOD + 3 months claim lodgement period of Call out order.

OR

The CONTRACTOR shall submit the PBG within 15 days from date of award of CALL OUT ORDER, in the prescribed format, for an amount equivalent to 5% of the basic value of Call out Order.

PBG shall be valid for the defect liability period of call out order + 3 months claim lodgment period.

In case of any subsequent AMENDMENTS in call out order 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.

7. **PAYMENT STAGES AND INVOICING FREQUENCY:** As per attached Scope of work

8. **SERVICE LEVEL AGREEMENT AND PENALTIES: -** As per attached Scope of work

9. **FREE ISSUE MATERIAL:** Not applicable