GUJARAT ENERGY

SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

Supply & Installation of Backup Appliances at PR & DR DC of GEL with Licenses for a period of 5 Years

e-TENDER ID- 354399

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 REPRESENTATIVE/ ENGINEER IN CHARGE (EIC):**

2.1 GGL EIC for this CONTRACT shall be communicated at the time of award of CONTRACT.

3. **RATE VALIDITY / CONTRACT PERIOD:**

3.1 The RATES specified in the CONTRACT shall remain firm & fixed until completion of the total scope of work under this Tender. (i.e. Supply & Installation of Back Up appliances).

3.2 Rates specified for Backup appliance support shall remain firm and fixed for a period of 5 years (including WARRANTY PERIOD) from the date of Installation report or the installed hardware and software.

4. **WARRANTY PERIOD:**

4.1 CONTRACTOR shall provide comprehensive OEM onsite 5 years warranty/ maintenance services from the date of Installation report or the installed hardware and software. This involves comprehensive maintenance of all installed hardware & software covered under the warranty as per 'Warranty' clause including repairing, replacement of faulty parts, modules, sub-modules, assemblies, subassemblies, spares etc. with genuine OEM components to make the system functional/ operational as per SLA.

4.2 OEM shall provide support for 24x7 over telephone, remote, onsite support as detailed under the Scope of Work document.

5. **DEFECTS LIABILITY PERIOD:**

Defects Liability Period shall be 12 weeks from the date of go-live of the Back-up solution (installed hardware and software).

6. **DELIVERY PERIOD:**

6.1 CONTRACTOR shall deliver the GOODs within a period of 12 weeks from the date of Purchase order and shall complete the installation of hardware with migration of existing backup policies within a period of 3 weeks from the date of delivery.

7. **CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):**

7.1 **CONTRACT BANK GUARANTEE (CPBG)**

CONTRACTOR 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 till the end of DEFECTS LIABILITY PERIOD (i.e. 27 weeks from the date of award - 12 + 3 + 12) + 3 months' claim lodgment period.

7.2 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.

7.3 **PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE SECURITY:**
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 (i.e. 5 years from the date of Installation report).

8. **PAYMENT TERMS:**

8.1 70% of payment on hardware delivery at all devices Primary DC and DR DC.

8.2 30% of payment on successful installation and commissioning of Hardware boxes and signed installation report submission to GEL

8.3 For Warranty and Support of 1st, 2nd, 3rd and 4th year, payment will be done at the start of each year. For 5th year, payment will be done at the end of contract duration.

8.4 Payment shall be made within thirty (30) days from the date of receipt of a correct and complete invoice, accompanied by all relevant supporting documents and certification by the BUYER Engineer-in-Charge (EIC), after deducting Penalty and retention amount towards Bank Guarantee - if any.

SUPPLIER shall submit Warranty/Test Certificates, Installation reports etc. as applicable and as required by BUYER EIC while submitting the invoice.

9. **DELIVERY POINT:**

9.1 DELIVERY POINT shall be as mentioned below:

- GIFT City, Gandhinagar
- Gujarat Energy Limited; Adajan, Surat

10. **SERVICE LEVEL AGREEMENT AND PENALTIES: - As per 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.