



**SECTION V:**  
**SPECIAL TERMS OF CONTRACT (STC)**

**RATE CONTRACT FOR SUPPLY OF VARIOUS TYPES OF MSCS**  
**FITTINGS ACROSS GGL**

**e-TENDER ID- 155008**

1. **GENERAL**

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.

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. **RATE VALIDITY:**

The RATES specified in the RATE CONTRACT for issuance of formal CALLOUT ORDER shall remain firm & fixed for 24 **Months** from the date of notification/award of RATE CONTRACT.

Rate Validity may get extended further for a period of 6 months on same unit rates and mutually agreed terms at discretion of GGL.

3. **WARRANTY PERIOD – AS PER GTC**

4. **DELIVERY SCHEDULE:**

Standard Lead Time for delivery from the date of issuance of Call-out order shall be within **12 weeks**. However; SELLER shall make best efforts to deliver the materials earlier than the specified lead time to meet BUYER operational requirements.

Actual delivery date shall not be beyond a period of sixty (60) days from the delivery date stipulated in the callout order, after which the Purchaser reserves the right to accept or reject the material delivery at its sole discretion and with no costs to the OWNER/Purchaser. Liquidated Damages as applicable shall be levied.

5. **DELIVERY POINT:**

Delivery Terminal of materials shall be communicated by BUYER in Call out Orders to be placed time to time based on actual requirement which may be any place in across Gujarat, Palghar District & Thane Rural, Dadra & Nagar Haveli (DNH), Punjab, Haryana, Rajasthan, Madhyapradesh. All risk and liabilities in respect of the said GOODS shall be on account of SELLER till the GOODS are delivered at the delivery terminal / site as designated by BUYER.

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

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.

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

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.

**PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE GUARANTEE (PG)**

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.

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

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

GGL 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.

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

7. **PAYMENT TERMS :**

Due Payment shall be released within 30 days upon receipt and acceptance of materials along with original invoices and relevant documents as applicable.

CONTRACTOR should ensure the following documents must submit with the original invoices: - (1) Digital signed IRN Original invoice (2) delivery challan (3) Warranty Certificate (4) E-way Bill (5) VISA covering Letter.

8. **DELIVERY POINT:**

Delivery Terminal of materials shall be communicated by BUYER in Call out Orders to be placed time to time based on actual requirement which may be any place in across Gujarat, Palghar District & Thane Rural, Dadra & Nagar Haveli (DNH), Punjab, Haryana, Rajasthan, Madhyapradesh. All risk and liabilities in respect of the said GOODS shall be on account of SELLER till the GOODS are delivered at the delivery terminal / site as designated by BUYER.

9. **QUANTITY:**

Quantity mentioned in the tender is estimated quantity. Separate LOA/Call out order shall be issued time to time based on actual requirement. Supplier shall deliver materials as per quantity specified in the call out order. Payment shall be done against call out order.

OWNER reserves the right to increase the requirements upto 20% of tendered quantity at the time of award of CONTRACT and/or during Rate Validity period based on operational requirements at its sole discretion.

10. **THIRD PARTY INSPECTION (TPI):** TPI shall be in GGL's scope.
11. **LIQUIDATED DAMAGES:** (Applicable as per GTC):
12. **BUYER REPRESENTATIVE:** will be updated in Contract.