



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

**Supply, Installation, Testing, Commissioning and 6 years comprehensive Annual Maintenance Contract of Air Conditioners upon the completion of the warranty period of the indoor units - Bathinda Office (Bathinda GA)**

**BID NO: GEM/2025/B/6897076**

(Open bidding through GeM Portal)

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. **BUYER 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 RATE CONTRACT for issuance of formal CALLOUT ORDER/PURCHASE ORDER shall remain firm & fixed for 07 (seven) years from the date of award of RATE CONTRACT/ PURCHASE ORDER.

4. **WARRANTY PERIOD:** 12 Months

5. **DELIVERY SCHEDULE:** As mentioned in SOW

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

6.1 The CONTRACTOR shall submit the CPBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 10% of the basic CONTRACT VALUE.

6.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 10% 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.

6.3 CPBG shall be valid till Contract duration period + WARRANTY PERIOD (12 Months) +3 months claim lodgment.

7. **PAYMENT STAGES AND INVOICING FREQUENCY:**

7.1 As specified in the "Section II-Scope of Work" of the Tender Documents

8. **PAYMENT TERMS:**

8.1 100% Payment shall be released within 30 days from the date of receipt of Certified Bill / Invoice by GGL post acceptance of materials.

8.2 CONTRACTOR should ensure the following documents must submit with the original invoices: -

(1) Original invoice (2) delivery challan (3) E-way bill (4) VISA covering letter.

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

- 9.1 The liquidated damages (LD), a sum equivalent to half percent (0.5%) of the value of delayed GOODS per week of delay or part thereof, on basic value of delayed GOODS, subject to maximum of 5% of the basic value of the delayed portion of the GOODS. The decision of BUYER in regard to the actual delay shall be final and binding to the SELLER.