



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**RATE CONTRACT FOR SUPPLY OF VARIOUS TYPES OF FIRE
EXTINGUISHERS GGL LOCATIONS OF GUJARAT, DADRA &
NAGAR HAVELI, PALGHAR DISTRICT & THANE
RURAL, MADHYAPRADESH, RAJASTHAN, HARYANA, PUNJAB**

TENDER DOCUMENT NO:
GGL/E-TENDER/2020-21/DRS/043

E-TENDER ID- 446882

1. **GENERAL**

1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT (STC), 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. **RATE VALIDITY**

2.1 The RATES specified in the CONTRACT shall remain firm & fixed for 01 (One) year from the date of notification/award of first contract.

3. **WARRANTY PERIOD – AS PER GTC**

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

4.1 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 8% of the basic CONTRACT VALUE.

4.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional CPBG @ 8% 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.

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

5. **PAYMENT TERM:**

5.1 Due payment shall be released within 30 days from the date of receipt of Certified Bill / Invoice by GGL post acceptance of materials.

6. **QUANTITY:**

6.1 Quantity mentioned in the tender is estimated quantity. Separate 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.

7. **DELIVERY SCHEDULE:**

7.1 Standard Lead Time for delivery from the date of issuance of call-order shall be within 6 week. 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.

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, Dadra & Nagar

Haveli, Palghar District & Thane Rural, Madhyapradesh, Rajasthan, Haryana, and Punjab. 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. **BUYER REPRESENTATIVE (to be updated in Contract)**

- 9.1 SELLER shall contact Mr. Paresh Patel (Contact number:+919824312996, Email ID: paresh.patel@gujaratgas.com) for any techno-commercial matter.