SECTION V:

SPECIAL TERMS OF CONTRACT (STC)

RATE CONTRACT FOR SUPPLY OF FILTER ASSEMBLY 150 CLASS FOR VARIOUS GUJARAT LOCATIONS OF GGL

e-TENDER ID- 472677

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 award of contract.

3. **WARRANTY PERIOD – AS PER GTC**

4. **CONTRACT-CUM-PERFORMANCE BANK GUARANTEE:**

4.1 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 for the 15 months from the date of award/notification of CONTRACT + 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.

4.2 PERFORMANCE BANK GUARANTEE (PBG)

GGL shall retain an amount equivalent to 3% of the basic invoice value as PBG. For retention of PBG, only accepted quality material invoice value shall be considered.

Retained amount equivalent to 3% 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

5. **PAYMENT TERM:**

5.1 90% payment shall be released within 30 days against receipt and final acceptance of GOODS at DELIVERY POINT in good condition subject to receipt of all applicable documents such as Original Invoice, test/ inspection certificates, release note etc.

5.2 The balance 10% payment shall be released after successful Commissioning of Skid at site as per instructed by BUYER from time to time, or after 3 months from date of receipt & acceptance of materials, whichever is earlier.

6. **DELIVERY SCHEDULE:**

Within 06 weeks from the date of notification/award of Call-Out order (Including Technical Clearance from GGL)

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.

7. **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. 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 BYUER.

8. **THIRD PARTY INSPECTION (TPI): TPI shall be in GGL's scope.**

9. **BUYER REPRESENTATIVE (to be updated in Contract)**

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

9.1 SELLER shall take approval/written consent for QAP/Technical Documents from Technical Service (TS) Department. SELLER will submit QAP / Technical Documents, TPIA for approval of TS within 7 days after receipt of confirm PO and production can be started only after receipt of approved QAP from technical Service group. The approval for both the case shall be taken on e-mail: Shubhi.gupta@gujaratgas.com, Vasudev.gadhavi@gujaratgas.com with a copy marked to materials department at email id paresh.patel@gujaratgas.com.

9.2 SUPPLIER shall take approval/written consent for technical clearance before dispatch of material from technical Service group. SUPPLIER shall send hard copy of test certificates, inspection reports and other relevant documents for further review on or before 20 days advance of delivery due date through courier at Ahmedabad office. Also, e-mail: to Shubhi.gupta@gujaratgas.com, Vasudev.gadhavi@gujaratgas.com with a copy marked to materials department at e-mail id paresh.patel@gujaratgas.com. However technical clearance shall be only given, once receipt of original hard copy to Ahmedabad office only.

9.3 SELER shall take approval/written consent for dispatch clearance before dispatch of material. SELLER shall email the scanned copy of test certificates, inspection reports and other relevant documents to get dispatch clearance on email with duly marked a copy to materials department on mail shalika.narayan@gujaratgas.com; hemant.pandya@gujaratgas.com; and/or paresh.patel@gujaratgas.com

9.4 SELLER shall give 5 days advance intimation be email before dispatch of material on email shalika.narayan@gujaratgas.com; hemant.pandya@gujaratgas.com; and/or paresh.patel@gujaratgas.com. In event of material being sent without prior intimation to BUYER/OWNER, the material shall be unloaded as per BUYER/OWNER's convenience & BUYER/OWNER shall not be liable to pay any waiting charges to the transporter.

9.5 SELLER shall provide 1 copy of Dispatch documents i.e. Invoice, Packing List/Delivery Challan, LR, Test Certificates, TPI clearance certificate- as applicable & other related documents along with materials invoice clearly marked with Order No., Material Code, Unit of Measurement, Quantity etc. as per order.

9.6 Original of such documents required along with copy of TC & TPI Release Note, Warranty Certificates required for Payment process to be submitted at BUYER/OWNER's respective GA office, in which warehouse situated & final dispatch of the material to be carried out. In case of any queries, email on paresh.patel@gujaratgas.com