



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

SUPPLY OF FILTER SEPRATOR 300 CLASS 15000 SCMH FOR PUNJAB
AND MADHYAPRADESH LOCATION

e-TENDER ID- 309880



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 CONTRACT shall remain firm & fixed till for the entire contract/purchase order duration.

3. **WARRANTY PERIOD – AS PER GTC**

4. **DELIVERY SCHEDULE:**

Within 12 weeks from the date of notification/award of Purchase 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.

5. **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/PO VALUE.

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

In case of any subsequent AMENDMENTS in CONTRACT/PO 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/PO, in the prescribed format, for an amount equivalent to 5% of the basic CONTRACT/PO VALUE.

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

In case of any subsequent AMENDMENTS in CONTRACT/PO 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.

6. **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 (6) Inspection Release Note Copy

7. **TECHNICAL DOCUMENT SUBMISSION AGAINST CONTRACT / NOTIFICATION OF AWARD**

Upon issuance of Rate Contract/ Notification of Award, SELLER shall submit the required documents - signed, stamped and sealed- as per below timelines. Hard copy submission is mandatory.

Within 15 working days from the date of receipt of the Rate Contract / Notification of Award, SELLER shall submit Quality Assurance Plan (QAP), GGL data sheet, General Arrangement Diagram (GAD), Process & Instrumentation diagram (P&ID), Foundation drawings etc.

In case of any comments by BUYER towards the above, SELLER to submit revised/ corrected documents within 03 working days from the date of receipt of comments by BUYER.

Final approved documents by BUYER shall be applicable for all GOODS to be supplied under the RATE CONTRACT.

8. **DELIVERY POINT:**

DELIVERY POINT shall be at any place within GGL operating locations including but not limited to Madhya Pradesh and Punjab.

Exact address shall be communicated by BUYER while giving the dispatch clearance. All risk and liabilities in respect of the said GOODS shall be on account of SELLER till the GOODS are delivered at the DELIVERY POINT as designated by BUYER.

9. **QUANTITY OF THE GOODS:**

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

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

Third Party Inspection shall be in GGL scope.

11. **BUYER REPRESENTATIVE: Will be updated in Contract**