



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

VIDEO CONFERENCING DEVICES (CISCO MAKE) WITH 5
YEAR'S EXTENDED ON-SITE WARRANTY AND SUPPORT

E-TENDER ID- 409628

1. **GENERAL**

1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT, 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. **OWNER'S 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 CONTRACT shall remain firm & fixed till completion of contractual deliverables.

4. **MOBILIZATION PERIOD:** Not Applicable

5. **DEFECT LIABILITY PERIOD –** Not Applicable

6. **WARRANTY PERIOD:**

The CONTRACTOR shall provide on-site comprehensive warranty of the VC Devices for the period of 5 years as further detailed in Technical Scope of Work.

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

7.1 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.

7.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CPBG @ 10% for the applicable 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.

7.3 CPBG shall be valid till warranty period and three months claim lodgment.

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

8.1 100% payment within one month from the date of delivery of GOODS/ SERVICES and subject to submission of hard copies of Invoices and related documents as applicable.

9. **SERVICE LEVEL AGREEMENT AND PENALTIES:** - As per Technical Scope of Work

10. **LIQUIDATED DAMAGES: (For detailed provision, please refer GTC)**

10.1 Without prejudice to the OWNER's other rights available under the CONTRACT and/or Law, in case the CONTRACTOR fails to meet the Delivery and/or Completion Schedule as specified in the CONTRACT and/or as intimated by OWNER REPRESENTATIVE, for the reasons other than Force Majeure and/or reasons attributable to OWNER alone, the OWNER shall, unless otherwise specified differently in the Special Terms of Contract, recover, as ascertained and agreed, Liquidated Damages, and not by way of penalty, a sum equivalent to half percent (0.5%) of the value of delayed GOODS / SERVICES per week of delay or part thereof, on basic value of delayed GOODS / SERVICES, subject to maximum of 5% of the basic value of the delayed portion of the GOODS/SERVICES. The decision of the OWNER in regard to the actual delay shall be final and binding on the CONTRACTOR.