



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

IT FACILITY MANAGEMENT SERVICES
ENDUSER SUPPORT ACROSS GGL LOCATIONS

E-TENDER ID- 487185

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 / ENGINEER IN CHARGE (EIC)**

- 2.1 OWNER's REPRESENTATIVE / EIC for this CONTRACT shall be communicated at the time of award of CONTRACT.

3. **RATE VALIDITY/ CONTRACT PERIOD**

- 3.1 The RATES specified in the BID / CONTRACT shall remain firm and fixed for a period of 3 (THREE) years from date of award/notification of CONTRACT.

4. **RESOURCE MOBILIZATION / DEPLOYMENT PERIOD**

- 4.1 CONTRACTOR shall mobilize / deploy resources within 30 days from the date of notification/ intimation by OWNER's representative.

5. **DEFECT LIABILITY PERIOD – 3 Months from the end of CONTRACT PERIOD.**

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

CONTRACT BANK GUARANTEE (CBG):

- 6.1 CONTRACTOR shall submit the CBG within 15 days from date of award of CONTRACT/ SERVICE ORDER, in the prescribed format, issued by an approved Bank; for an amount equivalent to 5% of the Basic CONTRACT VALUE/ SERVICE ORDER VALUE.
- 6.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CBG @ 5% 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.
- 6.3 CBG shall be valid till the entire CONTRACT PERIOD of 3 years + 3 months' claim lodgment period.

PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE:

An amount equivalent to 3% of basic value of each invoice shall be retained against Performance Security and same shall be released after end of DEFECT LIABILITY PERIOD + 3 months claim lodgment period.

7. **PAYMENT TERMS/ STAGES - INVOICING FREQUENCY:**

CONTRACTOR to submit quarterly invoice at end of each quarter along with all supporting relevant documents. 100% undisputed payment shall be released within 30 days from the date of receipt of invoice duly certified by GGL EIC.

8. **SERVICE LEVEL AGREEMENT/ PENALTY:** As per Technical scope of work. This clause shall supersede Clause No 14- LIQUIDATED DAMAGES of General Terms & Conditions.