



**SECTION V:**  
**SPECIAL TERMS OF CONTRACT (STC)**

**Open e-TENDER ID- 522621**

**INFORMATION TECHNOLOGY – DIGITAL FILE STORAGE SOLUTION**

**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 OWNER'S REPRESENTATIVE for this CONTRACT shall be communicated at the time of award of CONTRACT.

**3. RATE VALIDITY**

- 3.1 The RATES specified in the CONTRACT shall remain firm & fixed for completion of the entire Project as detailed in the Scope of work document. RATES for ANNUAL MAINTENANCE SERVICES shall remain valid as per the duration i.e. 6<sup>th</sup> year and 7<sup>th</sup> year post GO LIVE as mentioned in the Schedule of Rates.

**4. DELIVERY PERIOD:**

Material delivery shall be within Twelve (12) Weeks from the date of award of PO/Contract.

**5. DEFECT LIABILITY PERIOD**

DEFECT LIABILITY PERIOD shall be for a period of 90 days from the date of GO-LIVE of the Digital File Storage Solution.

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

**CONTRACT GUARANTEE (CBG) FOR FILE STORAGE SOLUTION IMPLEMENTATION:**

- 6.1 CONTRACTOR shall submit the CBG within 15 days from the date of award/notification of CONTRACT, in the prescribed format, issued by an approved Bank; for an amount equivalent to 2.5% of the basic CONTRACT VALUE (LESS the value of AMC for 6<sup>th</sup> and 7<sup>th</sup> year, which is separately mentioned in the clauses below).
- 6.2 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CPBG @ 2.5% 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 GO LIVE of the Solution + 3 months Claim Lodgment Period.

**PERFORMANCE SECURITY FOR FILE STORAGE SOLUTION IMPLEMENTATION:**

- 6.4 An amount equivalent to 7.5% of the basic CONTRACT VALUE (LESS the value of AMC for 6<sup>th</sup> and 7<sup>th</sup> year, which is separately mentioned in the clauses below) shall be withheld from invoice towards performance security which shall be released upon end of five years support period + 3 months claim lodgement period.

**CPBG FOR ANNUAL MAINTENANCE SERVICES FOR 6<sup>TH</sup> AND 7<sup>TH</sup> YEAR:**

- 6.5 CONTRACTOR shall submit the CPBG 15 days before the beginning of the 6<sup>th</sup> Year of AMC, in the prescribed format, issued by an approved Bank; for an amount equivalent to 10% of the total basic value of AMC for 6<sup>th</sup> and 7<sup>th</sup> year.
- 6.6 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.
- 6.7 CPBG shall be valid till the end of 7<sup>th</sup> year AMC + 3 months Claim Lodgment Period.

**6.8 CPBG is not applicable for BUY BACK.**

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

As detailed in the Scope of Work document

**8. SERVICE LEVEL AGREEMENT AND PENALTIES:**

As detailed in the Scope of Work document

**9. FREE ISSUE MATERIAL: Not applicable**

**10. BUY BACK MODALITY:**

Buy back of Materials mentioned in the Scope of Work and Schedule of Rates shall be on 'AS IS WHERE IS' basis and will be treated separately. Taxes / transportation / loading-unloading etc. for buyback shall be to Bidder's account.

Separate Invoice (sale order) shall be issued for "Buy back" at approved unit rates as per business requirements. Applicable GST on the buyback shall be borne by the BUYER i.e. Bidder in this case.