



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

IT FACILITY MANAGEMENT SERVICES
DATA CENTRE SUPPORT (FMS-DCS)

e-TENDER ID- 189205

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 The OWNER's REPRESENTATIVE 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 CONTRACT shall remain firm & fixed for the entire CONTRACT PERIOD of 03 (Three) years from the date of notification/award of first contract.

4. MOBILIZATION PERIOD:

4.1 CONTRACTOR shall mobilize resources and commence execution of work within 30 days from the date of award of CONTRACT as per the terms & conditions of tender documents.

5. DEFECT LIABILITY PERIOD

DEFECTS LIABILITY PERIOD shall be for a period of Three (3) months after the end of CONTRACT PERIOD

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

6.1 CONTRACT BANK GUARANTEE (CBG)

CONTRACTOR shall submit the CBG within 15 days from date of award, in the prescribed format, for an amount equivalent to 5% of the basic value of CONTRACT, issued by an approved Bank and shall be valid for a CONTRACT PERIOD (i.e. 3 years) + 3 months' claim lodgement period.

In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CBG @ 5% for the applicable basic 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.

6.2 PERFORMANCE GUARANTEE / SECURITY:

An amount equal to 5% of the basic invoice value shall be retained from all invoices towards Performance Guarantee and shall be released upon end of DEFECTS LIABILITY PERIOD.

7. PAYMENT STAGES AND INVOICING FREQUENCY: (SOW, Clause No. 15, Sub Clause No. vi)

7.1 CONTRACTOR shall submit the Invoice on a Quarterly basis along with all relevant documents as detailed under the Scope of Work document and payment shall be done within 30 days from the date of receipt of invoice and duly certified by GGL EIC.

8. SERVICE LEVEL AGREEMENT AND PENALTIES: As per Technical scope of work