

**REVISED**



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

**SDWAN SOLUTION**

**e-TENDER ID- 297918**

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 EIC for this CONTRACT shall be intimated at the time of award of CONTRACT.

3. **RATE VALIDITY**

3.1 The RATES specified in the RATE CONTRACT shall remain firm & fixed till Completion of Work including the WARRANTY/EXTENDED WARRANTY PERIOD i.e. 05 (Five) years .

4. **DELIVERY PERIOD / INSTALLATION:**

4.1 The BIDDER must deliver and install the complete hardware and software solution at the DC (Gandhinagar), DR (Surat), or an alternate site designated by OWNER within 24 weeks from the date of Contract awarded.

**INSTALLATION REQUIREMENTS:**

4.2 Installation includes rack mounting and performing a "Power-On" test for all hardware and provided accessories at the destination specified in the Purchase Order within 8 weeks from the delivery of hardware.

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

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

6.1 CONTRACTOR shall submit the CPBG within 15 days from date of Callout Order, in the prescribed format and issued by a Bank acceptable as per Government of Gujarat Resolution, for an amount equivalent to 10% of the basic Callout Order Value and valid up-to Callout Order validity end date + 3 months claim lodgement period.

6.2 In case of any subsequent AMENDMENTS in Callout Order 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. **PAYMENT STAGES AND INVOICING FREQUENCY: (Refer Section 9.0)**

7.1 **For the hardware with initial one-year warranty support,** The CONTRACTOR shall raise invoices at the end of the quarter, payments will be released within 30 days of accepting correct invoices and related documents, after necessary deductions - if any, as follows:

- **70% Payment:** To be released upon the delivery of all hardware devices, including necessary software licenses, accessories, and cables, across all locations.
- **30% Payment:** Released upon successful installation and commissioning of all hardware and the submission of an installation report duly certified by the EIC.

- 7.2 **Regarding Support Services for the Second, Third, Fourth, and Fifth Years**, payments shall be processed on a quarterly advance basis. The CONTRACTOR shall raise invoices at the start of each quarter for the upcoming services, and due payments shall be released within 30 days from the date of acceptance of the correct invoices and applicable documentation after necessary deductions - if any.
8. **SERVICE LEVEL AGREEMENT AND PENALTIES:**  
As mentioned in the Section - II, Technical Scope of Work, refer Clause No 7.0 and 8.0.
9. **BUY BACK MODALITY:**
- 9.1 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.
- 9.2 Separate Invoice (sale order) shall be issued for “Buy-back” at approved unit rates as per business requirements.
- 9.3 Applicable GST, transportation, loading-unloading etc. for buyback shall be to BIDDER'S account.