



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT FOR AIR CONDITIONERS (AC) ACROSS
GEL LOCATIONS**

e-TENDER ID- 342570

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

3.1 The RATES specified in the CONTRACT shall remain firm & fixed for 3 (three) years from the date of notification/award of contract.

4. MOBILIZATION PERIOD:

4.1 CONTRACTOR shall mobilize resources and commence execution of work within **15 Days** from the date of award of contract as per the terms & conditions of tender documents

5. **DEFECT LIABILITY PERIOD: 02 Months**

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

CONTRACT BANK GUARANTEE (CBG)

6.1 The CONTRACTOR shall submit the CBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the BASIC CONTRACT 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 CONTRACT COMPLETION PERIOD (VALIDITY PERIOD) + 3 Months for claim lodgment period.

PERFORMANCE BANK GUARANTEE (PBG)

6.4 The CONTRACTOR shall submit the PBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 5% of the BASIC CONTRACT VALUE.

6.5 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional PBG @ 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.

- 6.6 PBG shall be valid till the CONTRACT COMPLETION PERIOD (VALIDITY PERIOD) + DEFECT LIABILITY PERIOD and 3 months for claim lodgment period.

OR

- 6.7 An amount equivalent to 5% of BASIC VALUE from each INVOICE VALUE will be retained as PERFORMANCE BANK GUARANTEE for executed work & will be released within 3 months after completion of the DEFECT LIABILITY PERIOD.
- 6.8 At the end of each CONTRACT, the CONTRACTOR will have the option to submit a Performance Bank Guarantee (PBG) for amount equivalent to the cumulative retained amount against the corresponding CONTRACT. The validity of such PBG will be 3 months beyond the DEFECT LIABILITY PERIOD. The retained amount will be released on submission of such PBG.
7. **PAYMENT TERMS & STAGES, INVOICING FREQUENCY:** As per mentioned Section II - Scope of Work
8. **SERVICE LEVEL AGREEMENT AND PENALTIES:**
- 8.1 The critical parameter describes the system performance and service level expectations and requirements during the Implementation phase of contract. The service level includes target performance measures, unacceptable measures and the related penalties for not meeting required service levels. As per mentioned Section II -Scope of Work
9. **FREE ISSUE MATERIAL: Not Applicable**