



GUJARAT ENERGY

SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

TENDER FOR THIRD PARTY INSPECTION AGENCY FOR QUALITY ASSURANCE
SERVICES FOR PE-PNG PROJECT AND O&M ACTIVITIES AND STEEL PIPELINE
CONSTRUCTION PROJECTS HAVING PIPELINE LENGTH LESS THAN 5 KM
ACROSS SURAT GA

TENDER DOCUMENT NO:

e-TENDER ID- 315517



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 will be intimated at the time of Award.

3. **RATE VALIDITY**

- 3.1 Completion Period for PE pipeline laying & PNG Connections **shall be 9 (NINE) MONTHS** from the date of award of LOA/ LOI/ Contract / Contract Intimation from GEL.
- 3.2 The Rates specified in the Contract shall remain firm & fixed till completion of work / commissioning of the PNG connections covered under CONTRACT.

4. **INITIAL MOBILIZATION PERIOD:**

- 4.1 CONTRACTOR shall mobilize resources and commence execution of work within 14 days from the date of award of LOA/ Contract.

5. **DEFECT LIABILITY PERIOD – NOT APPLICABLE**

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

6.1 **Contract Bank Guarantee:**

- 6.1.1 Within the timeline stipulated for Mobilization, CONTRACTOR shall submit the Contract Bank Guarantee (CBG) in the prescribed format for a value equivalent to 5% of the basic Call-out Order value & validity till Call-Out Order end date & claim lodgment of three months thereafter.
- 6.1.2 In case of subsequent Amendment of Call-Out Order for Value Enhancement, the CONTRACTOR shall submit revised/additional Bank Guarantee for the enhanced value of the Call-Out Order in accordance with Amendment, within 15 days from the effective date of Amendment.
- 6.1.3 In case the revised/ additional CBG is not submitted by CONTRACTOR within stipulated time period, required amount equivalent to the revised/additional CBG amount will be withheld from the subsequent invoices for work executed after the effective date of Amendment, till the revised/ additional CBG is submitted by CONTRACTOR. The withheld amount will be released as per the terms of the Contract.
- 6.1.4 In case of subsequent Amendment of Call-Out Order for Validity extension, may include Value enhancement, the CONTRACTOR shall submit revised/additional Bank Guarantee for the extended value and/or validity of the Call-Out Order in accordance with Amendment, within 15 days from the effective date of Amendment.
- 6.1.5 In case the revised/additional BG is not submitted by CONTRACTOR within stipulated time period, equivalent amount will be withheld from the CONTRACTOR's claim for payments for the work executed after the effective date of Amendment, till the revised BG is submitted by CONTRACTOR. The withheld amount will be released as per the terms of the Contract.

- 6.1.6 The BG will be released after Three months post expiry of validity end date and no due certificate/



email from EIC, GEL.

6.2 Work Performance Guarantee:

6.2.1 5% of basic value from each invoice value will be retained as Performance Guarantee for executed work & will be released after 3 months post expiry of Callout validity End.

7. SERVICE LEVEL AGREEMENT AND PENALTIES: -

7.1 As per Clause 9 of Section - Technical Scope of Work

8. FREE ISSUE MATERIAL: Not applicable

9. BILLING/INVOICING CYCLE:

Contractor shall submit the invoices immediately upon completion of the job or as per the agreed periodic billing/invoicing cycle, but not later than 10 days from the date of invoice to avoid non-compliance under Indirect Tax Laws.