



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

**HIRING OF THIRD PARTY AGENCY (TPA) FOR CARRYING OUT EXTERNAL SAFETY AUDIT OF GEL NATURAL GAS PIPELINES & ALLIED FACILITIES AT DIFFERENT GAS OF GUJARAT ENERGY LIMITED AUTHORIZED BY PNGRB LOCATED AT 6 STATES OF GUJARAT, MAHARASHTRA, RAJASTHAN, HARYANA, PUNJAB, MADHYA PRADESH AND 1 UNION TERRITORY OF DADRA & NAGAR HAVELI.**

**e-TENDER ID- 316634**



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 intimated at the time of award.

3. **RATE VALIDITY**

- 3.1 The RATES specified in the CONTRACT shall remain firm & fixed for 02 (two) years from the date of notification/award of contract.

4. **MOBILIZATION PERIOD:**

- 4.1 CONTRACTOR shall mobilize resources and commence execution of work within 07 days from the date of award of contract as per the terms & conditions of tender documents.

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

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

- 6.1 The CONTRACTOR shall submit the CBG within 15 days from date of award 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 CONTRACT COMPLETION PERIOD +3 months for claim lodgment period.

**PERFORMANCE GUARANTEE**

- 6.4 An amount equivalent to 5% of the basic invoice value shall be retained from each invoice towards Performance Security and shall be released at the end of Contract completion Period + 3 months claim Lodgment period. However; Bidder shall intimate to Buyer (EIC) for release of the retained amount.

**OR**

- 6.5 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.
- 6.6 In case of any subsequent AMENDMENTS in CONTRACT value/validity, CONTRACTOR shall furnish amended/ additional PBG @ 5% for the differential 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 PBG shall be valid for the CONTRACT COMPLETION PERIOD + 3 months claim lodgment period.
- 6.8

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

7.1 As per mentioned Section II - Scope of work

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

8.1 The following 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 specified in the **“Section II - Scope of Work”** of the Tender Documents

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