



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

**PE LAYING & DOMESTIC/ COMMERCIAL/ NON-COMMERCIAL/  
NDEC/ INDUSTRIAL PNG INSTALLATIONS FOR PROJECT  
WORKS AT MUNDRA IN KUTCHH (W) GA**

**e-TENDER ID- 448598**

## **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**

- 2.1. The Owner's Representative for Contract will be updated at the time of Award of the Contract.

## **3. RATE VALIDITY**

- 3.1. The RATES specified in the CONTRACT shall remain firm & fixed for 01 (One) year from effective start of Contract.

## **4. KICK-OFF MEETING & MOBILIZATION PERIOD:**

- 4.1. Owner shall arrange Kick-off meeting within 15 days from date of LOA/ Award of Contract. Contractor shall ensure full-fill all Contractual Obligations viz. Submission of Contract Bank Guarantee/ Performance Bank Guarantee, Statutory Compliances (at least applications for Statutory Registrations/ Compliances to be made) etc. prior to Kick-off meeting. Contractor shall ensure attending Kick-off meeting along with their Key Manpower viz. at least Project Manager, Site In-charge, HSE Engineer, Planning Engineer, Quality Engineer. Contractor shall ensure Submission of Project Office details, Store/Yard details, Project Schedule, Manpower Deployment Schedule, and Resources Deployment Schedule at the time of Kick-off meeting.
- 4.2. Contractor shall ensure mobilization of manpower & other resources and commence execution of work within 15 days from the date of Kick-off meeting as per the terms & conditions of tender document.

## **5. DEFECT LIABILITY PERIOD**

12 months from the date of Completion of Services as certified by Owner.

## **6. SECURITY & GUARANTEE:**

### **6.1. Contract Bank Guarantee (CBG):**

Within time stipulated for mobilization, CONTRACTOR shall submit the CBG in the prescribed format for a value equivalent to **2.5% of the basic Call out Order Value** & validity for covering Defect Liability Period beyond Call out Order validity end with claim lodgment of three months' thereafter. Call-out Orders shall be issued for a required value and validity as per GGL business requirement.

The CBG shall be released within 3 (three) months from successful completion of Defect Liability period and reconciliation of Free Issue Materials.

### **6.2. Bank Guarantee Against Free Issue Materials:**

Within time stipulated for mobilization, CONTRACTOR shall submit Bank Guarantee for a total value equivalent to Rs. 7.50 Lakh per Contractor per Geographical Area (GA), against Free Issue Materials provided by GGL for both PE Pipeline laying works & PNG installation Project works, with validity equal to the Rate Validity Period and subsequent claim lodgment period of 3 months beyond the Rate Validity Period.

### **6.3. Work Performance Guarantee:**

3% of basic value from each invoice value will be retained as Performance Guarantee for executed work & will be released within 3 months after completion of the Defect Liability period.

- 6.4. At the end of each Call-out Order within the rate agreement period, the Contractor will have the option to submit a Performance Bank Guarantee (PBG) for amount equivalent to the cumulative retained amount against the corresponding Call-Out Order(s). 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 STAGES AND INVOICING FREQUENCY:**

### **7.1. PE LAYING WORKS:**

#### **7.1.1. Laying of PE Pipeline:**

- a) 65% progressively on Trenching, Welding/ Fusion, Sand Bedding, Pipe Laying, Sand Padding, Back Filling and Temporary Reinstatement of Trenches, Flushing, Testing, Rough Network Sketch & Restoration as per Scope of Work duly Certified by GGL Engineer-in-Charge.
- b) 20% on Nitrogen Purging, Temporary Reinstatement of pits made for Nitrogen Purging, Submission of Final Drawing editable copy (in AutoCad) as per tender requirement & providing adequate protective cover duly Certified by GGL Engineer-in-Charge.
- c) 10% on Commissioning of the Line, Final Cleanup & Restoration duly Certified by GGL Engineer-in-Charge.
- d) 5% on NOC Clearance/ Final Measurement Sheet jointly signed with authority and refund of the Security Deposit/ Bank Guarantees submitted by GGL for obtaining permissions, if applicable duly Certified by GGL Engineer-in-Charge.

**Note: In cases, where NOC Clearance/ Final Measurement Sheet jointly signed with authority and refund of the Security Deposit/ Bank Guarantees submitted by GGL for obtaining permissions is not applicable, payment against stage (d) mentioned above becomes eligible for payment along with stage (c) i.e. with Commissioning of the Line, Final Cleanup & Restoration and can be claimed together subject to completion of work as per stage (c).**

#### **7.1.2. Construction of Valve Chamber:**

- a) 90% on Construction & Certification of Valve Chamber, Installation of PE Valve in Valve Chamber (including tie-in with pipeline), Testing & Nitrogen Purging.
- b) 10% on Commissioning of the Valve.

#### **7.1.3. Installation of Service Regulator Module (SRM)/Skid (Farm House/ Bungalow)/ Transition Fitting**

- a) 90% on Installation of Service Regulator including Civil works & Tie-in with pipeline, Testing & Nitrogen Purging.
- b) 10% on Commissioning of SR Module.

#### **7.1.4. Road Boring for Laying of PE 100 Pipeline:**

- a) 65% progressively on Manual/ Machine Boring/ Rock Breaking/ Rock Drilling, Welding/ Fusion, Pipe Installation, Back Filling of Trenches/ Pits, Flushing, Testing, Rough Network Sketch & Restoration as per Scope of Work duly Certified by GGL Engineer-in-Charge.
- b) 20% on Testing & Nitrogen Purging, Permanent Reinstatement of Trenches/ Pits, Final Drawing as per tender requirement & providing adequate Protective Cover duly certified by Owner's Representative/TPIA duly Certified by GGL Engineer-in-Charge.
- c) 10% on Commissioning of the Line, Final Cleanup & Restoration duly certified by GGL Engineer-in-Charge.
- d) 5% on NOC Clearance/ Final Measurement Sheet jointly signed with authority and refund of the Security Deposit/ Bank Guarantees submitted by GGL for obtaining permissions, if applicable duly Certified by GGL Engineer-in-Charge.

**Note:** In cases, where NOC Clearance/ Final Measurement Sheet jointly signed with authority and refund of the Security Deposit/ Bank Guarantees submitted by GGL for obtaining permissions is not applicable, payment against stage (d) mentioned above becomes eligible for payment along with stage (c) i.e. with Commissioning of the Line, Final Cleanup & Restoration and can be claimed together subject to completion of work as per stage (c).

**7.1.5. Payment Terms for balance Items of Price Schedule**

- a) 100% on Completion of Work and Certification from GGL Engineer-in-Charge.

**7.2. PNG INSTALLATION WORKS:**

**7.2.1. For Individual/ Flat Connection: Line items 22.1, 22.2, 22.3 & 22.4 of SOR**

- a) 30% on Completion of GI Installation, Valves, Gas Tap & other Accessories Installation, Pneumatic Pressure Testing (PPT) duly certified by GGL Engineer-in-Charge.
- b) 65% on Completion of Installation including Manometer Testing (MMT) subsequent to Hook-up with underground PE (Ground Connection)/ Riser Tapping including Installation of Meter, Regulator, Rubber Hose & other Accessories duly Certified by GGL Engineer-in-Charge.
- c) 5% on submission of Meter Job Card and other documents duly certified by GGL Engineer-in-Charge.

**7.2.2. For Ground Connection (GC): Line items 21.1**

- a) 100% on completion of Ground Connection work including Installation of PE to GI Transition Fittings, RCC Guard and GI Pipes up to Main Isolation Valve and Commissioning of connected PNG Connection or Riser/ Header duly Certified by GGL Engineer-in-Charge.

**7.2.3. For Riser/ Header Installation**

- a. 90% on completion of GI Riser/ Header Installation, Pneumatic Pressure Testing (PPT), completion of underground PE (Ground Connection) duly Certified by GGL Engineer-in-Charge.
- b. 10% on Commissioning of the GI Riser/ Header including Manometer Testing (MMT).

**7.2.4. For Commercial Installation**

- a) 90% on completion of underground PE and Installation of GI Pipe, Meter, Regulator, Valves and other Accessories up to downstream of Metering Unit, duly Certified by GGL Engineer-in-Charge.
- b) 10% on Commissioning of Installation up to Metering Unit, Submission of Meter Job Card duly certified by GGL Engineer-in-Charge.

**7.2.5. Payment Terms for balance Items of Price Schedule**

- a) 100% on Completion of Work and Certification from GGL Engineer-in-Charge

**8. SITE FACILITIES:**

- 8.1. Power Supply:** Contractor shall arrange at his own cost power supply distribution for the site. All works by the Contractor will be done as per Indian Electricity Act & Rules framed there under and passed by the Engineer-in-Charge. The temporary lines will be removed forthwith, after completion of the work or if there is any hindrance caused to other work due to the alignment of these lines, the Contractor will re- route or remove the temporary lines at his own cost. The Contract Price shall be deemed to include all costs towards all above.

- 8.2. Water Supply:** The water required for construction and drinking shall be arranged by the Contractor at his own cost. The Contract Price shall be deemed to include all costs towards all above.

- 8.3. Site Office/ Pipe Yard/ Warehouse:** Contractor shall be provided with some area within the site premises for Site Office/ Pipe Yard/ Warehouse. Any additional area if required by Contractor for execution of the works shall be arranged by them at their own cost preferably at a location in close proximity to work site. On completion of the relevant works undertaken by the Contractor, it shall

remove all temporary works erected by it and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose-off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material disposed of as aforesaid.

**8.4. Site Camp Facilities:** Besides providing site facilities as per law of land, site camps with all related amenities shall be provided in line with the requirements of all Regulations/Acts and the Statutory Authorities along with the following facilities at all work places where workmen are deployed/ engaged by contractor:

- (a) Arrangement for First Aid.
- (b) Arrangement for Clean & Potable Drinking Water & Tea, etc.
- (c) A Crèche where 10 or more women workers are having children below the age of 6 years.
- (d) Any other facility/ utility as may be required under the Contract as per the existing legislation.
- (e) Rest Rooms/ Toilets for Site Staff/ Labour.
- (f) Proper Rest Facility with Drinking Water during Lunch time.

**9. ISSUE OF GGL SUPPLIED FREE ISSUE MATERIAL:**

It's in Bidders scope to get the material issued from GGL stores as per the details mentioned below:

Sr. No.	GA Name	State	GGL Store from where this GA material shall be issued
1	Bhavnagar	Gujarat	Bhavnagar Store
2	Amreli	Gujarat	Bhavnagar Store
3	Dahod	Gujarat	Nadiad/Halol Store
4	Panchmahal	Gujarat	Nadiad/Halol Store
5	Surat & Hazira	Gujarat	Surat Store
6	Dahej	Gujarat	Ankleshwar Store
7	DNH	DNH	Silvassa Store
8	Amritsar	Punjab	Amritsar Store
9	Bathinda	Punjab	Bathinda Store
10	Thane	Maharashtra	Boisar Store

All resources required for getting delivery & transportation of material from GGL Stores shall be in Bidders scope.

**10. PNG INSTALLATIONS:**

10.1. Bidders are expected to mobilize manpower & resources for minimum monthly domestic PNG Installation of 300 Nos. However, based on the GGL business requirement, these numbers may vary and Contractor's performance (CPAR) shall be evaluated on the revised numbers. GGL will make all endeavour for keeping the front open/ready for delivery of above mentioned numbers.

**11. SERVICE LEVEL AGREEMENT AND PENALTIES:** AS PER SECTION-II - TECHNICAL SCOPE FOR PE LAYING & DOMESTIC/COMMERCIAL/ NON-COMMERCIAL/ NDEC/ INDUSTRIAL PNG INSTALLATIONS.

**12. FREE ISSUE MATERIAL:** AS PER SECTION-II - TECHNICAL SCOPE FOR PE LAYING & DOMESTIC/COMMERCIAL/ NON-COMMERCIAL/ NDEC/ INDUSTRIAL PNG INSTALLATIONS.

**13. INSURANCE**

13.1. CONTRACTOR shall at his own expense arrange secure and maintain insurance as applicable with reputable IRDA approved insurance companies to the satisfaction of the OWNER as follows:

- 13.2. CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.
- 13.3. Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR or Sub-CONTRACTOR shall be responsible for all injury or damage to persons, animals or things and for all damages to property which may arise from any factor or omission on the part of the Contractor or any Subcontractors or any of their employees.
- 13.4. CONTRACTOR or Sub-CONTRACTOR shall indemnify and shall keep Principal (which shall mean OWNER hereafter) indemnified and hold him harmless in respect of / against all losses, damages, expenses and also against any claim made by any third party in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claim and claims whatsoever which may arise out of or in consequence of the execution and during the currency of the Contract. If any claim is not received then the liability thereof would be exclusively borne by the CONTRACTOR or Sub-CONTRACTOR and Principal will not be responsible for any financial liability thereof.
- 13.5. All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in value of CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in value of CONTRACT to the extent of reduced premium amounts.
- 13.6. Without prejudice to the other right of the Principal against Contractor in respect of any default, The Principal shall be entitled to deduct from any sums payable to the Contractor or invoking Bank Guarantee for the amount of any damages, compensation costs, charges and other expenses paid by the Principal and which are payable by the Contractor under this Clause.
- 13.7. The Contractor shall, upon settlement by the Insurer of any claim made against the Insurer pursuant to a policy taken under this Clause, proceed with due diligence to rebuild or repair the Works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
- 13.8. All work executed and all unfixed materials and goods intended for delivered to and placed on or adjacent to the works, shall be at the sole risk of the CONTRACTOR or Sub-CONTRACTOR as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from aerial objects riot and civil commotion.
- 13.9. CONTRACTOR as far as possible shall cover insurance with Indian reputed IRDA approved Insurance Companies. The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to below and also for all other damages to any person, animal or defective carrying out of this Contract, whatever, may be the reasons due to which the damage shall have been caused.

**i) Employees State Insurance (ESI) Act:**

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or Sub-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or Sub- CONTRACTOR's employees, who are employed in the Work provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the Sub-CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of Sub-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the Sub-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or Sub-CONTRACTOR's account.

The OWNER shall retain such sum / amount as may be necessary from the total Value of CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

The Contractor shall also indemnify the Principal against all which may be upon the Principal, whether under the Employees State Insurance Act, 1948 or any other applicable Laws, during the Currency of this Contract or in Respect of any Employee of the Contractor or Sub-Contractor and shall at his own Expenses effect and maintain until the end of the Defect Liability Period, a necessary supportive documents needs to be submitted to the Principal from time to time during the currency of the Contract.

**ii) Workmen Compensation and OWNER's Liability Insurance:**

Workmen's Compensation and OWNER's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the Sub-CONTRACTOR to provide workman's Compensation and OWNER's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

- a) Work Order No.
- b) Complete scope of work
- c) Site/ location details
- d) Details and number of workmen to be insured
- e) Validity period of the insurance coverage

The Contractor shall effect, obtain and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or sub-contractor or any other of the Contractor's Personnel.



The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting /working in the execution of the Works.

The Contractor shall also indemnify the Principal against all which may be upon the Principal, whether under the Workmen's Compensation Act 1923 or any other applicable Laws, during the Currency of this Contract or in Respect of any Employee of the Contractor or Sub-Contractor and shall at his own Expenses effect and maintain until the end of the Defect Liability Period, with an Insurance company, a policy of insurance against such risks and submit such policy or policies with the Principal from time to time during the currency of the Contract.

**iii) Accident or Injury to Workmen /personal of CONTRACTOR or any Sub-CONTRACTOR:**

The OWNER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or death or disability or injury to any workman or other person in the Employment of the CONTRACTOR or any Sub-CONTRACTOR, if applicable under this contract conditions and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

The Contractor may be obtain and maintain insurance against liability for claims arising death or disability or injury, damage of any person employed by the Contractor or sub-contractor or any other of the Contractor's Personnel. CONTRACTOR may be obtain (as may be applicable) suitable Group Personal Accident (GPA) Insurance Cover for taking care of death or disability or injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act or/and Workmen Compensation and OWNER's Liability Insurance.

**iv) Public Liability (Industrial & Storage Risk) Insurance :**

This insurance as shall be opted must protect the CONTRACTOR against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others/Third Parties due to any act or omission on the part of the CONTRACTOR, his agents, his employees, his representatives and Sub-CONTRACTOR's or from riots, strikes and civil commotion during the course of CONTRACT.

The Public Liability (Industrial & Storage Risks) Insurance policy shall cover third party liability. The third party liability shall cover the loss/ disablement of human life (persons not belonging to the CONTRACTOR) and also cover the risk of damage to others' materials/ equipment/ properties during construction, erection and commissioning at site.

The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Fifty Lakh per death, Twenty five Lakh per full disablement and Ten Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court of Law in India and cover for damage to others' equipment/ property as approved by the OWNER.

The Contractor or it's representative shall arrange for the suitable Insurance to cover all sort of liabilities arising due to all activities/operations at the work site. The limit of cover opted should be not be less than Rs 1 Crore for Any one Accident or total in Aggregate. The minimum limit of the coverage under the policy shall be Rs. 1 Crores per accident or occurrence (AOA:AOY-1:1).

The coverage opted should necessarily have below mentioned minimum extensions & clauses to take care of any type of the liabilities arising due to all activities/operations at the work site.

The Principal/OWNER should be made as an additional Insured under the Policy.



The Policy opted should have the below mentioned extensions & clauses:

- 1) Cross Liability Extension - Full Limit
- 2) Transportation Extension - Full Limit
- 3) Act of God perils Extension - Full Limit
- 4) Premises (Project Site) Liability Full Limit (Including customer premises)
- 5) Right Duty to Defend - Full Limit
- 6) Named Contractors & Sub Contractors, Principal Extension
- 7) Principal/Owner should be made as an additional Insured under the Policy
- 8) Excess: 1% of AOA limit for each & every Claim subject to Minimum Rs. 1 lakh

The CONTRACTOR shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

Any such insurance requirements as are hereby established as the minimum policies and coverage which CONTRACTOR must secure and keep in force must be complied with, CONTRACTOR shall at all times be free to obtain additional or increased coverage's at CONTRACTOR's sole expenses.

The Contractor shall also indemnify and keep indemnified the Principal against all claims which may be made against the Principal, by any person in respect of anything which may arise in respect of the Works or in consequence thereof and shall, at his own expenses, effect and maintain, until the end of the Defect Liability Period and the completion of work, obtain a **Public Liability (Industrial & Storage Risks) Insurance** in the joint names of Principal and the CONTRACTOR (GGL being the principal beneficiary) against such risks with reputed Insurance company and **submit such policy or policies before commencement of the works and hold valid during the currency of the Contract.**

**v) Erection All Risk Insurance Policy (EAR):**

The CONTRACTOR may obtain Erection all risk policy at its own cost to cover physical loss or damage to the works and any liability including third party arising thereof at the site occurring prior to acceptance of work or part thereof taken over by the OWNER at its sole discretion with an extended maintenance coverage for the CONTRACTOR's liability and Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

If the CONTRACTOR opts to obtain the EAR policy, CONTRACTOR will be required to take insurance coverage (Sum Insured) of minimum 1.1 times the CONTRACT value including the cost of free issue material/items issued by the OWNER and the cost of materials being procured by the CONTRACTOR (completely cost of CONTRACT /Landed cost of value of work). The policy shall be taken for individual CONTRACT for Completely Constructed value of the property / plant /Construction work inclusive of: Value of the CONTRACT works including the value of Free Issue Materials issued by the OWNER and all other costs associated with the completion of the Contract and Principal existing property and testing & commissioning cost.

Limits of Liability for public liability with cross liability cover (should be not be less the Rs 1 Crores for Any one Accident or total in Aggregate)

The policy shall indicate:

- a) Name of the Principal
- b) Name of the sub-contractor, if any
- c) Work Order No.
- d) Complete scope of work
- e) Site/ location details
- f) Type of risks covered

g) Validity period of the insurance coverage

**Testing and commissioning clause should read as under if opted, under the EAR policy:**

When Gas Pipeline is mechanically complete and lying filled with Nitrogen awaiting Gas charging / Testing / Commissioning, the same shall be considered under Construction.

Testing and Commissioning for this purpose shall be deemed to be complete on successful pressurization and stabilization of the pipeline / operating system with Natural Gas at the pressure indicated by Principal (GGL) in the contract or on date of issue of acceptance certificate by the Principal (GGL) whichever is earlier.

The contractor shall be responsible for losses or damages, liability which may arise in respect of the Works or in consequence thereof (including the material owned along with free issue material supplied by OWNER'S) undertaken by the Contractor at the project site during the contract period. CONTRACTOR or Sub-CONTRACTOR shall indemnify and shall keep Principal indemnified and hold him harmless in respect of / against all losses, damages, any claim made by any third party which may arise out of or in consequence of the execution and during the currency of the Contract.

**vi) Transit Insurance:**

Transportation of all items covered in the scope of the CONTRACT, i.e. OWNER'S free issue materials & the materials to be supplied by the CONTRACTOR, as applicable, will be arranged by CONTRACTOR at his own cost including storage, handling, transportation etc. CONTRACTOR will also be responsible for taking delivery of free issue material from OWNER'S designated warehouses and transportation to place of work. The Coverage of transit insurance for contractor materials along with free issue material supplied by OWNER / Principal may be opted by CONTRACTOR as per requirement.

Open transit policy of all items to be transported by the CONTRACTOR to the Site of Work, may be taken by the CONTRACTOR and accordingly, monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to OWNER site and or any free issue materials issued by OWNER, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price of contract shall be inclusive of this cost.

The contractor shall be responsible for all kind of losses including loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from aerial objects, riots and civil commotion to the material owned along with free issue material supplied by OWNER'S and any liability including third party liability arising thereof from the transportation / transit / movement of the materials. CONTRACTOR or Sub-CONTRACTOR shall indemnify and shall keep Principal indemnified and hold him harmless in respect of / against all losses, damages, any claim made by any third party which may arise out of or in consequence of the execution and during the currency of the Contract.

**vii) Comprehensive Automobile Insurance:**

This insurance shall be in such a form as to protect the CONTRACTOR against all claims for injuries, disability, disease and death to members of public including OWNER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the ownership of such vehicles.

The contractor shall be responsible for taking Comprehensive Automobile Insurance for the automobiles to be used as a part of the project undertake by the Contractor.

The Contractor shall be responsible for the all kind of losses including loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from aerial objects, riots and civil commotion and any liability including third party liability arising thereof from the usage of the

automobile at the project site during the contract period. CONTRACTOR or Sub-CONTRACTOR shall indemnify and shall keep Principal indemnified and hold him harmless in respect of / against all losses, damages, any claim made by any third party which may arise out of or in consequence of the execution and during the currency of the Contract.

**viii) Any Other Insurance required under Law or Regulations or by OWNER:**

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.