SECTION V:

SPECIAL TERMS OF CONTRACT (STC)

Laying testing and commissioning of CGD- Steel Pipeline Network at Panchmahal GA in Gujarat State

e-TENDER ID- 470159

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

3. **RATE VALIDITY**

3.1 The RATES specified in the CONTRACT shall remain firm & fixed till completion of the project. The projects under various groups shall be completed as per the following table from the date of Kick-Off Meeting.

Project	GA	Project Completion Period (in Months) Including Mobilization Period
Maa Ashapura to Tanishq Franchisee CNG connectivity	Panchmahal	8
Amar Petroleum and Amin Petroleum Connectiivty	Panchmahal	7
President Petroleum and Devraj CNG connectivity	Panchmahal	8

4. **MOBILIZATION PERIOD:**

4.1 CONTRACTOR shall mobilize resources and commence execution of work within 4 weeks from the date of kick off meeting as per the terms & conditions of tender documents.

5. **DEFECT LIABILITY PERIOD – 12 months**

5.1 12 (Twelve) months from the date of completion of services as certified by OWNER/ GGL ENGINEER IN CHARGE.

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

6.1 Contract Guarantee:

Within 15 days from the date of kick off meeting, CONTRACTOR shall submit Contract Bank Guarantee (CBG) for a value equivalent to 2.5% of the basic CONTRACT Value, with validity of 3 months beyond the CONTRACT validity period.

In case of any subsequent AMENDMENT(S) in CONTRACT value/validity, CONTRACTOR shall furnish revised/ additional CPBG @ 2.5% 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.

6.2 Performance Guarantee:

3% of each invoice value will be retained as Performance Guarantee for executed work, with validity of 3 months beyond completion of the Defect Liability period.

6.3 At the end of each contract 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 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 STAGES AND INVOICING FREQUENCY:** As per Clause 3.3 in section II Volume 2 of 2 SCOPE OF WORK AND PROCESS.

8. **SERVICE LEVEL AGREEMENT AND PENALTIES: -** As per Clause 3.5 in section II Volume 2 of 2 SCOPE OF WORK AND PROCESS.

9. **FREE ISSUE MATERIAL: Not applicable / As per Technical scope**