




SECTION V:

SPECIAL TERMS OF CONTRACT (STC)

**ARC-Laying testing and commissioning of Steel Pipeline Projects of
length up to 5 KMS at Amreli GA**

Open e-TENDER ID- 581009

	<p align="center"><u>SPECIAL TERMS OF CONTRACT (STC)</u> <u>LAYING, TESTING AND COMMISSIONING OF STEEL</u> <u>PIPELINE NETWORK – AMRELI GA (LENGTH ≤ 5 KMS)</u></p>	<p align="center">DOCUMENT NO.: GGL/TS/STEEL/SERVICE/STEEL LAYING UPTO 5 KM-AMRELI GA/STC Rev.00</p>
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1. OVERVIEW

1.1 PROJECT DESCRIPTION

Gujarat Gas Limited (GGL) (*hereinafter also referred as “owner” / “buyer”*) is a GSPC Group Company, a Government of Gujarat undertaking and currently is India’s largest City Gas Distribution Company with its presence spread across 41 districts in the state of Gujarat, Rajasthan, Madhya Pradesh, Haryana, Punjab, Maharashtra and Union Territory of Dadra & Nagar Haveli. GGL is committed to develop eco-friendly infrastructure and transportation fuel for public service in its operating areas as awarded by PNGRB from time to time.


This section of the document summarizes the Special Terms & Conditions (STC) for laying and/or installation, testing & commissioning of Steel pipeline length less than equal to 5 km of varying pipeline diameter from 4” and above and associated terminal works including and not limited to the fabrication and installation of piping for extension of gas network and associated civil & electrical work as required for development of CNG and CGD network at various locations of **Amreli GA**. This document shall be read in conjunction with the General Conditions of Contract, Specification of Work, Drawing and any other documents forming part of this contract wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant, to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.


1.2 DEFINITIONS

In the Bid/ Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

1. **“GGL” or “OWNER” or “BUYER”** shall mean Gujarat Gas Limited (GGL), having its Registered Office at Gujarat Gas CNG Station, Section 5/C, Gandhinagar – 382 006, Gujarat, India
2. **“SELLER/ BIDDER/ CONTRACTOR”** shall mean the person or firm with whom PURCHASE ORDER/ CONTRACT is placed/ entered into by OWNER for supply of equipment, materials and services. The term **CONTRACTOR** includes its successors and assigns.
3. **“CONTRACT”** shall mean Purchase Order (PO)/ Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
4. **“CONTRACT PRICE”** shall mean the price payable to the **CONTRACTOR** under the PO/ Contract for the full and proper performance of his contractual obligations.
5. **“COMPLETION DATE”** shall mean the date on which the goods are successfully commissioned by the **CONTRACTOR** and handed over to the Owner.
6. **“COMMERCIAL OPERATION”** shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different load up to and including rated capacity.


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7. **“DELIVERY”** terms shall be interpreted as per INCOTERMS - 2013 in case of PO/ Contract with a foreign Bidder and as the date of GR or as agreed, in the case of a PO/ Contract with an Indian Bidder.
8. **“DRAWINGS”** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the PO/ Contract together with modifications and/ or revisions thereto.
9. **“ENGINEER”** shall mean the Engineer or Executive-in-Charge of the Project SITE nominated by OWNER at SITE.
10. **“FINAL ACCEPTANCE”** shall mean the Owner’s written acceptance of the Works performed under the PO/ Contract after successful completion of performance and guarantee tests.
11. **“GOODS”** shall mean articles materials, equipment, design and drawings, data and other property to be supplied by **CONTRACTOR** to complete the contract.
12. **“THIRD PARTY INSPECTION AGENCY (TPIA)”** shall mean any person or outside inspection Agency nominated by OWNER to inspect equipment, stage wise as well as final, before dispatch, at **CONTRACTOR**’s works and on receipt at SITE as per terms of the PO/ CONTRACT.
13. **“INITIAL OPERATION”** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
14. **“PERFORMANCE AND GUARANTEE TESTS”** shall mean all operational checks and tests required to Determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract Documents.
15. **“SERVICE”** shall mean erection, installation and testing, commissioning, provision of technical assistance, training and other such obligations of the **CONTRACTOR** covered under the Contract.
16. **“SITE”** shall mean the Project or designated area/ location or destination for which the Contract has been issued and where the equipment/ materials shall be erected.
17. **“SPECIFICATIONS”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
18. **“SUB-CONTRACT”** shall mean order placed by the **CONTRACTOR**, for any portion of the contracted work, after necessary consent and approval of OWNER.
19. **“SUB-CONTRACTOR”** shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the OWNER and will include the legal representatives, successors, and permitted assigns of such person.
20. **“START-UP”** shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
21. **“TESTS”** shall mean such process or processes to be carried out by the **CONTRACTOR** as are prescribed in the Contract or considered necessary by Owner or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof. TESTS

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ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the **CONTRACTOR** before the Works are taken over by the Owner.

22. **“CONSULTANT”** shall mean outside agency other than OWNER as authorized by the OWNER. The term includes successors, assigns of CONSULTANT.
23. The **“BID”** shall mean the Bid submitted by the **CONTRACTOR** for acceptance by **GGL**.
24. **“GGL's REPRESENTATIVE”** shall mean the person designated as such by the Gujarat Gas Limited and shall include his authorized nominee or agent, provided however that GGL's representative to be so designated by **GGL** may be one person for certain aspects of this agreement and another person for other aspects of work covered by this Bid/ Contract.
25. **“STORES”** shall mean the **GGL** stores located across its operating areas.
26. **“PERMANENT WORKS” or “WORKS”** shall mean and include all works to be executed in accordance with the Contract or part thereof as the case may be and shall include all extras, additional, altered or substituted works as required for the purpose of contract.
27. **“TEMPORARY WORKS”** shall mean all temporary works of every kind required in or about the execution, completion or modification of the works, which are not permanent.
28. **“APPROVED”** shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
29. **“CONSTRUCTION EQUIPMENT”** means all appliances/ equipment and things of whatsoever nature for the use in or for the execution, operation, or modification of the work or temporary works but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
30. **“MOBILIZATION”** shall mean establishment of sufficiently adequate infrastructure by the **CONTRACTOR** at site comprising of construction equipment, aids, tools tackles including setting of site offices & site camp with facilities such as power, water, communication etc., establishing manpower organization comprising of resident engineer, supervising personnel and an adequate strength of skilled, semi-skilled and unskilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site (s), in accordance with the agreed time schedule of completion of work. MOBILIZATION shall be considered to have been achieved, if the **CONTRACTOR** is able to establish infrastructure as indicated above to commence work at all site (s)/ locations as per time schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of owner/ engineer – in-charge.
31. **“WORKING DAY”** means any day, which is not declared to be holiday or rest day by Owner.
32. **“SPREAD”** shall mean that combination of construction equipment including all necessary tugs, supporting work, barges and personnel as defined in the Contract and schedule of rates and prices, capable of performing specific portion of the work.
33. **“MECHANICAL COMPLETION”** means completion of the pipeline laying and installation work including clearing and grading the agricultural/ Govt. land for making ROW, Trenching, Stringing & Welding, Destructive and Non Destructive testing, Field joint Coating, Lowering, Crossing of other Under Ground Utilities, Padding, Backfilling & Compacting, Final Clean-up etc. of all facilities including pipeline work which may be included in scope of the work specification.
34. **“COMMISSIONING”** shall mean placing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery (ies), or any other section or sub-section of

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installation(s) pertaining to the work of the **CONTRACTOR** after successful testing and trial runs of the same.

35. **“GUARANTEE”** means the period and other conditions governing the warranty/ guarantee in respect of the work as detailed in section hereunder.
36. **“HSE”** means Health, Safety & Environment.
37. **“KICK-OFF MEETING’** means the first meeting between Contractor and GGL before starting of the project, where sharing of legal and contractual requirement, status of authority permission, reporting structure and project team by GGL and sharing of detailed project plan as per the completion timeline define in this tender document/ contract including mobilization of all required resources, sharing of contractor organization chart, site office and store location, reporting structure etc.

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2. GENERAL

- a. Special Terms of Contract (STC) shall be read in conjunction with the Schedule of Rates, General Terms and Conditions of Contract, Material Specifications, Specifications of Work, Drawing and any other document forming part of this contract wherever the context so requires.
- b. Wherever it is stated anywhere in this Bid document that such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/ carried out by the **CONTRACTOR** at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.
- c. The materials, design and workmanship shall satisfy the relevant Standards/ Codes, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bid document, the instructions/ directions of **GGL/ TPIA** will be binding on the **CONTRACTOR**.
- d. The **CONTRACTOR** shall acquaint himself with the access to the site, availability of local facilities such as railway sidings, transport facilities, material and labour and shall provide suitable allowance in his quotation. The **CONTRACTOR** quoted price shall take into account all expenses likely to arise in this regard.
- e. The intending bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting their bid. Non familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications and HSE requirements.
- f. **CONTRACTOR** shall note that GGL reserves its right for operation or non-operation of Horizontal Directional Drilling (HDD) activities in at its sole discretion under the contract without assigning any reason to **CONTRACTOR**. However, **CONTRACTOR** shall be obliged and responsible for performing the activities mentioned in scope of work as per the instructions of GGL/GGL Engineer-in-Charge.
- g. In case of contradiction between referred Standard, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Schedule of Rates, the following shall prevail in order of precedence.
 - Letter of Acceptance along with Statement of Agreed Variations
 - Schedule of Rates as enclosures to Letter of Acceptance
 - Fax of Intent/ Letter of Intent
 - Job/ Material Specifications with reference to SOR
 - AFC drawings
 - Technical Specifications
 - Special Terms of Contract
 - General Terms of Contract
 - Indian Standards
 - Other applicable Standards

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3. OWNER'S REPRESENTATIVE

The OWNER's REPRESENTATIVE for this CONTRACT shall be intimated at the time of award of CONTRACT

4. RATE VALIDITY

The RATES specified in the CONTRACT shall remain firm & fixed for 2 (two) years from the effective Start of Contract

5. PROJECT SPECIFIC REQUIREMENT

5.1 KICK OFF MEETING

GGL / GGL EIC shall arrange Kick off meeting and shall intimate the **CONTRACTOR** for same.

CONTRACTOR shall provide a list of machinery/ equipment that they intend to deploy during the Kick of Meeting and prior to mobilizing the same, it shall be pre-audited at his works/ site by **GGL** representative and/ or **TPA**.

CONTRACTOR shall provide details of Key Manpower viz. Project Manager/Engineer, Project Planning Supervisor, HSE Engineer/Safety officer, Planning Engineer, Quality Engineer/inspector etc. in line with requirement defined in the Tender Document. **CONTRACTOR** shall ensure submission of Project office, Store/Yard details, project schedule, Manpower deployment schedule, other resources deployment schedule at the time of kick off meeting.

GGL will ensure availability of at least 70% of principle permissions from respective authorities at the time of kick off meeting. However, in specific cases where above mentioned permission status is not available to **CONTRACTOR** during kick off meeting, **CONTRACTOR** and **GGL** may agree to progress with the work, wherein Contractor thereafter shall do the follow up with the concerned authorities to get the permissions to execute the job in time. In such cases, **CONTRACTOR** will hand over the demand notice to **GGL** and required payments will be paid by **GGL** to authority. **CONTRACTOR** shall obtain permits/ clearance from concerned authorities before actual commencement of the job at site including preparation and establishment of safety procedures for laying pipeline. After completion of work, **CONTRACTOR** shall obtain a certificate from the concerned authorities that the job has been completed as per their requirement and the area/land has been restored to their satisfaction.


5.2 MOBILIZATION

CONTRACTOR shall be required to mobilize the manpower and other resources **within 15 days** post written intimation given by **GGL Engineer In charge** for the commencement of the work. In case where **CONTRACTOR** is already mobilized on site and a fresh/ renewal/ call out order contract is issued just to ensure continuity of the work then there is no separate Mobilization required. And all associated clause/ terms related to initial/ first mobilization shall not be applicable.

CONTRACTOR shall be ready at all times post award of **CONTRACT** with required resources for pipeline execution and shall mobilize on allocation of job by **GGL**.

CONTRACTOR shall maintain following below mentioned resources as a minimum but not limited to following to complete the entire job

- All pipeline construction equipment, measuring equipment, testing equipment etc.
- Skilled, semi-skilled and unskilled manpower

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- Vehicles for transportation of material and manpower
- Sufficient quantity of spares & consumables
- Required tools and tackles

5.3 PROJECT TIME PERIOD

Project time period include planning and scheduling of all activities starting from liaising & obtaining permission from concerned authority, material procurement, mobilization of man power and machinery to commissioning and completion of construction including station piping.

All project work shall be executed as per the time period suggested by **GGL. CONTRACTOR** shall adhere to the agreed execution program. The same can be reviewed and changed based upon requirement as when needed in joint consultation with **GGL**.

CONTRACTOR shall complete all work as per the Scope of Work within Completion Time Period/ Maximum Project Timelines of the respective Project as defined below

- Completion Period for Pipeline length Less than 1 km: Maximum 45 days or 30 days from receipt of last permission/last free issue material, whichever is later.
- Completion Period for Pipeline length 1 km to 5 km: Maximum 90 days or 45 days from receipt of last permission/last free issue material, whichever is later.


5.4 QUALITY ASSURANCE/ QUALITY CONTROL PROGRAM

CONTRACTOR shall strictly adhere to the Quality Assurance Plan agreed with the **GGL** as per **GGL** approved specifications, guidelines and procedure.

THIRD PARTY INSPECTION

During the execution of work, entire/ part activity shall be carried out under the "Third Party Inspection". The brief scope of **TPA** shall be as follows:


SR. NO.	ACTIVITY DESCRIPTION	PROPOSED SCOPE	FREQUENCY
[A] – Pipeline			
1	Review of Documents;		
1.1	Detail Bill of materials for Contractor	Review, Approve	
1.2	Supplied material as per site requirement		
1.3	Alignment Sheet, CS and DERS	Review	
1.4	Quality assurance and Material Test certificate (CONTRACTOR procured material)	Review, Approve	
1.5	Material Test certificate for consumables	Review	
1.6	Instrument calibration, Instrument Test certificate	Review / Witness	
1.7	WPS/ PQR	Review	
1.8	Verification of Measurement Sheet for Bill	Review	
2	Pipeline Construction;		
2.1	Trenching & Backfilling	Random Inspection	Daily
2.2	Welding & Laying	Random Inspection	Daily
2.3	Stringing & Hauling	Random Inspection	Daily
2.4	Field Joint Coating & Coating repair	Random Inspection	Daily
2.5	Special Installation	Random Inspection	Daily

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SR. NO.	ACTIVITY DESCRIPTION	PROPOSED SCOPE	FREQUENCY
2.6	Review of construction reports	Random Inspection	Daily
2.7	Railway, Canal and Major crossings	Witness, Check, Review	Daily
2.8	Soil Testing, Soil Sampling and Lab. Testing of soil samples	Witness, Check, Review	As and when required
3	Destructive and Nondestructive test;		
3.1	DP Test	Witness	Daily
3.2	Ultrasonic Test	Witness 100% of total	Daily
3.3	Radiographic examination	weld Inspection	Daily
3.4	All Destructive testing	Witness	Daily
4	Testing;		
4.1	Approval of Pipe book	Review	
4.2	Hydro testing including pigging, final cleaning & drying	Witness	
4.3	Pneumatic Testing	Witness	
5	Pre-commissioning	Witness	
6	Commissioning	Witness	
7	HSE Compliances		
7.1	Site Specific Risk Assessment and ensuring risk mitigation plan in place	Witness	Daily
7.2	Tool Box Talk	Participation/ Briefing	Daily
7.3	Lesson Learnt Sharing	Briefing	As when required
7.4	Un Safe actions	Interventions	Daily
7.5	HSE Documentation/ Data	Verifications	Daily
[B] – Cathodic Protection			
1	Approval of Documents;		
1.1	TCP design basis document and detail design document	Approval	
1.2	Material and Equipment Specification and Data sheet	Approval	
1.3	Detail Bill of Material	Approval	
1.4	QA/QC Plan	Approval	
2	Review of Documents;		
2.1	Material Test certificate (CONTRACTOR issue material)	Review	
2.2	Material Test certificate for consumables	Review	
	Instrument calibration		
2.3	Instrument Test certificate	Review/ Witness	
2.4	Drawings	Review	
2.5	Verification of Measurement Sheet for billing	Review	
3	Installation		
3.1	TLP Unit	Random Inspection	Daily
3.2	TR Unit and Anode Bed	Witness	Daily
4	Testing and Commissioning of TCP System	Witness	
5	Monitoring of TCP System	Witness	Monthly

However, above scope should be referred with approved QAP.

During the execution of work, entire/ part activity shall be carried out under the "Third Party

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Inspection". The brief scope of **TPA** shall be as follows:

1. **“Review”** means checking, identifying & certification of the documents for conformance of standards & specifications.
2. **“Witness”** means physical inspection & certification of activities for conformance of standards & specifications
3. **“Approved”** shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
4. **“Prepared”** shall means collect information and documents, and reporting to the concern persons.
5. **“Perform”** shall means deliver/ execute actions to deliver the required level of performance
6. **“Certification”** shall mean ensures and confirm the quality parameter confirming to code, standards and the specifications
7. **CONTRACTOR** shall submit QA/QC procedure along with equipment/ instruments to be used for various activities e.g. Welding, Laying, Hydro Testing, Pigging, and Commissioning before starting of work and it shall be certified by **TPA** before commencement of job.
8. Cutting/ Welding of pipeline shall not be allowed after Hydro Testing/ Pigging operation. **CONTRACTOR** shall carry out additional work as and when asked by **GGL/ TPIA**.

5.5 WORK EXECUTION

The work requires a special skill and attention as majority work will be on live gas network. The **CONTRACTOR** is required to understand the full scope of work detailed in the bid. The **CONTRACTOR** is also required to keep sufficient equipment, skilled manpower to act on an emergency work that may arise while executing the hook up on live pipeline without any additional cost to **GGL**.

CONTRACTOR shall be prepared to work simultaneously in number of spreads with different crews for the activity of construction and modification to expedite the work for timely completion, without any additional cost to **GGL**.


CONTRACTOR has the option to demonstrate alternate method of mobilization at the Bidding stage itself so as to complete the work safely as per schedule. In either case, **CONTRACTOR** shall submit relevant “Job Execution Statement” along with resource allocation and planning before starting the contract. The same shall be properly supported with proposed manpower and equipment deployment chart.

5.6 EMERGENCY RESPONSE PLAN

In case of any injury or an accident at the site, the **CONTRACTOR** shall immediately inform the **GGL** Engineer of the incident and further take immediate steps to take the injured person(s) to any of the **GGL** nominated hospitals. The payment for such hospitalization/ medical treatment shall be borne by the **CONTRACTOR**.

6. WARRANTY/ DEFECT LAIBILITY PERIOD

Warranty period for materials supplied and installed by **CONTRACTOR** for all the services executed under the above scope of work and defect liability period for all the services provided by **CONTRACTOR** shall be **12 (Twelve) months** from the date of completion of services as certified by **OWNER/ GGL/ ENGINEER IN CHARGE**.

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7. CONTRACT-CUM-PERFORMANCE-BANJ GUARANTEE

7.1 Contract Guarantee:

Within 15 days from the date of kick off meeting, CONTRACTOR shall submit Contract Bank Guarantee (CBG) for 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.

7.2 Performance Guarantee:

7.5% 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, and same shall be released after end of defect liability period + 3 months claim lodgment period.

8. PAYMENT CLAUSE

Terms of Payment

Basic and terms of payment shall be as under:

8.1 LAYING OF PIPELINE AND ASSOCIATED WORK

- **75% progressively on carrying out ROU survey, clearing and grading of RoU, pipeline stringing, trenching, pipeline welding/ tie – in, field joint coating, pipeline lowering, sand filling, backfilling of trench and restoration of site.
- 15% on hydro testing, dewatering, checking, drying & holding positive N2 pressure
- 10% after 3 months from **CONTRACT** closure date (i.e. Submission of As-Built drawings, Documents etc.) OR after commissioning of project, whichever is earlier including submission of NOC from authorities to **GGL** and final acceptance by **GGL**.


** This payment will be released on completion of lowering of pipeline and restoration of site and no intermediate stages will be accepted. Also, this payment will be released upon completion of continuous stretch of 500 Mtrs or actual project length whichever is lower, subject to the completion of entire scope of work as per the claimed payment stage from Zero Point (up-stream) to Last Claimed Point with exemption of critical crossing like River Crossing/ Railway Crossing or any length pending due to **GGL** Scope.

8.2 CROSSING (RAIL, ROAD AND RIVERS IDENTIFIED SEPARATELY WITH SOR)

- 90% on completion of all related work including post installation hydro testing and dewatering
- 10% on submission of NOC from authorities to GGL and final acceptance by GGL

8.3 TEMPORARY CATHODIC PROTECTION (TCP) DESIGN, SUPPLY, INSTALLATION & COMMISSIONING


- 5% on design and approval of TCP package by **GGL**.
- 40% on supply and acceptance of material at site as per the bill of material indicated in approved TCP design package and acceptance by **GGL Engineer-In-Charge**.
- 30% on installation of TCP material at site duly certified by **TPIA/ GGL Engineer-In-Charge**.

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- 20% on testing and commissioning of TCP package.
- 5% on completion of all TCP works in all aspects and acceptance of **GGL/Engineer-in-charge** and submission of all as built documents and drawings.

8.4 FOR ALL SUPPLY ITEMS AND FOR ANY OTHER ITEMS

- 90% on supply including submission of test certificates, drawings (wherever applicable), TPIA inspection release note and final acceptance by GGL Engineer.
- 10% on installation, testing and commissioning

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9. STORE LOCATIONS FOR ISSUE OF GGL SUPPLIED MATERIAL

With reference to scope of supply of material, **CONTRACTOR** shall arrange required resources including but not limited to manpower, tools-tackles, equipments and vehicles etc. for loading, transportation and unloading of GGL issued material from below mentioned GGL storage locations.

Name of Project	GA Name	State	GGL Store Location for Line Pipe	GGL Store Location for other material
ARC for steel pipeline laying, testing and commissioning upto 5 km – Amreli GA	Amreli	Gujarat	Baldana & Jamnagar	Bhavnagar, Rajkot, Morbi & Jamnagar

Above GGL store locations are for reference only. GGL will share location to the **CONTRACTOR** during tender stage/pre-bid meeting also, in case of any changes.


10. PENALTY CLAUSE

Service Level, Penalty & Reward

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.

Sr. No.	Parameter	Service Level Agreement	Penalty
1	Reportable Incident	Zero Incident	<ul style="list-style-type: none"> For each Fatal Incident - Rs. 1,00,000 or 10% of Total contract value, whichever is lower For each LTI* - Rs. 20,000 or 10% of Total contract value, whichever is lower For each MTC/RWDC Case# - Rs. 10,000 or 5% of Total contract value, whichever is lower <p><i>Note: Penalty shall be imposed over and above the payment & compensation that would be made by the service provider to the injured person or family of deceased vide the statutory provisions.</i></p>
2	Non-deployment /Short fall/Demobilization/Unauthorized Absence of resources	1. Manpower Project Manager, Site Supervisor, HSE QA/QC engineer, Qualified Welder, skilled and un-skilled manpower at site throughout the project execution 2. Equipment Lifting, trenching, pipe welding equipment/ machineries, HDD Machines “Fit for Use” at site	<ul style="list-style-type: none"> Rs. 5,000 per month beyond absence of 7 days. Rs. 1,000 per instance for demobilization without prior intimation. <p><i>Note: Penalty shall be imposed with reference to manpower and equipment requirement during kick-off meeting / pre-mobilization / at different stages of project jointly agreed by GGL & CONTRACTOR</i></p>

Sr. No.	Parameter	Service Level Agreement	Penalty
3	Compliance to GGL performance requirements (As applicable)	<p>A. Performance rating less than 60% against CPAR in 3 successive months</p> <p>B. Performance rating less than 40% against CPAR in 2 successive months</p>	<p>A. Following actions to be initiated against non-achieving of SLA for monthly CPAR score of 60%</p> <ul style="list-style-type: none"> First Month of Low CPAR score – Warning letter to be issued. If there is no improvement within next month and still monthly CPAR score is < 60%, a second warning letter to be issued and Penalty of Rs. 5000/- to be deducted for every month from the date of first warning letter issued. If there is no improvement after issuance of first & second warning letter and still monthly CPAR score is < 60%, Penalty of Rs. 10,000/- to be deducted for every month from the date of second warning letter issued <p>GGL may take suitable actions as per the contract if there is no improvement after 3 months from the date of first warning letter issued.</p> <p>B. Following actions to be initiated against non-achieving of SLA for monthly CPAR score of 40%</p> <ul style="list-style-type: none"> First Month of Low CPAR score – Warning letter to be issued. If there is no improvement within next month and still monthly CPAR score is < 40%, a second warning letter to be issued and Penalty of Rs. 10,000/- to be deducted from the date of first warning letter issued. If there is not improvement after issuance of first & second warning letter and steel monthly CPAR score is <40%, Penalty of Rs. 10,000/- to be deducted for every month from the date of second warning letter issued. <p>GGL may take suitable actions as per the contract if there is no improvement after 3 months from the date of first warning letter issued.</p> <p><i>Refer Important Notes mentioned below.</i></p>
4	CPAR Section Quality Control	CPAR Score of quality control section < 50% of applicable points	In addition to corrective action by contractor at his own cost, Penalty of Rs.3,000 will be levied if monthly quality control points of CPAR are less than 50% of applicable points.

 GUJARAT GAS	<u>SPECIAL TERMS OF CONTRACT (STC)</u> <u>LAYING, TESTING AND COMMISSIONING OF STEEL</u> <u>PIPELINE NETWORK – AMRELI GA (LENGTH ≤ 5 KMS)</u>	DOCUMENT NO.: GGL/TS/STEEL/SERVICE/STEEL LAYING UPTO 5 KM-AMRELI GA/STC Rev.00
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Sr. No.	Parameter	Service Level Agreement	Penalty
5	CPAR Section HSE & Life saver Compliance	CPAR Score of HSE & Life saver Compliance section < 50% of applicable points	Penalty of Rs.5,000 will be levied if monthly HSE & Life saver compliance points of are less than 50% of applicable points.
6	CPAR Section Contract Management	CPAR Score of Contract Management section < 50% of applicable points	Penalty of Rs.3,000 will be levied if monthly Contract Management of CPAR points are less than 50% of applicable points.
7	CPAR Section Business Performance	CPAR Score of Business Performance section < 75% of applicable points	Penalty of Rs.5,000 will be levied if monthly Business Performance of CPAR points are less than 75% of applicable points.
5	QHSE Penalties	Un Authorized Work	Rs. 10,000/- per day
		Working without PTW/ WA	Rs. 10,000/- per day
		Non – compliance – Safety Training Card	Rs. 1,000/- per Employee
		Non – Compliance – Health Check up	Rs. 2,000/- per Employee
		Non – Compliance – PPEs	Rs. 500/- per employee per instance

Important Notes:

- **CONTRACTOR** to note following weightage with reference to Performance Assessment criteria and Methodology
 1. Business Performance - 70%
 2. Contract Management – 5%
 3. Quality Control – 5%
 4. HSE Compliance – 10%
 5. GGL Lifesaver Compliance – 5%
 6. Key Performance – 5%
- Less than 40% marks in Business Performance Target shall lead over-all CPAR score reduced to 0%.
- Less than 50% compliance in HSE + Lifesaver requirement shall lead to Over-all CPAR score reduced to 50%.
- Any fatality incident on **GGL** site shall lead to over-all CPAR score reduced to 0%.
- Any LTI incident on **GGL** site shall lead to over-all CPAR score reduced by 50% of obtained score.
- Any MTC incident on **GGL** site shall lead to Over-all CPAR score reduced by 25% of obtained score.
- **CONTRACTOR** to note that, GGL reserves the right for continuous review and change in Contractor Performance Assessment & Review (CPAR) procedure and requirements during the **CONTRACT** period and same shall be applicable on **CONTRACTOR** during **CONTRACT** period.
- In addition to above SLA & Penalty clauses, if **CONTRACTOR**'s CPAR rating is <60% in 3 successive months OR <40% in 2 successive 2 months, **GGL** may issue a Show Cause Notice to **CONTRACTOR**. **GGL** will review the **CONTRACTOR** performance subsequently and upon review **GGL** may take suitable actions (e.g. **CONTRACT** termination).

*LTI - Loss time Injury

A disabling Occupational Injury which results from a work-related activity or from a single instantaneous exposure in the work environment and that results in a person being unfit for work

	<p align="center"><u>SPECIAL TERMS OF CONTRACT (STC)</u> <u>LAYING, TESTING AND COMMISSIONING OF STEEL</u> <u>PIPELINE NETWORK – AMRELI GA (LENGTH ≤ 5 KMS)</u></p>	<p align="center">DOCUMENT NO.: GGL/TS/STEEL/SERVICE/STEEL LAYING UPTO 5 KM-AMRELI GA/STC Rev.00</p>
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beyond the day of the incident. Where the injured party returns to work on the following day but subsequently has to take time off as a result of the injury this shall count as a Lost Time Injury.

MTC - Medical Treatment Case

A work-related injury case is classified as Medical Treatment Case (MT) when the management and care of the injured person is above and beyond First Aid

RWDC - Restricted Work Day Case

Any work-related Injury Case (other than a fatality or lost workday case) which results in a person being unfit for full performance of their regular job on any day after the work-related injury

Note: For further details on glossary (terminology/definitions) and guidelines on same, refer **GGL** approved Guideline on Glossary related to **GGL** HSE incident Statistics.

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