



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

**SAFETY AUDIT AND COMPLIANCES OF DIRECTOR INDUSTRIAL SAFETY
AND HEALTH (DISH) LICENSES OF COCO TARAPUR CNG STATION AND
LCNG SMART CITY BY AGENCY APPROVED BY DISH, MAHARASHTRA**

e-TENDER ID- 234475

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 communicated at the time of award of contract.

3. RATE VALIDITY

- 3.1 The RATES specified in the CONTRACT shall remain firm & fixed for 03 (three) years from the date of notification/award of first 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 CPBG within 15 days from date of award/notification of CONTRACT, in the prescribed format, for an amount equivalent to 10% of the basic CONTRACT/PO VALUE.
- 6.2 In case of any subsequent AMENDMENTS in CONTRACT/PO value/validity, CONTRACTOR shall furnish revised/ additional CPBG @ 10% 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 CPBG shall be valid till the CONTRACT/PO VALIDITY PERIOD (Duration) and 3 months for claim lodgment period.

7. PAYMENT TERMS:

- 7.1 70% of the total payment shall be released after the First Audit visit, upon submission of the corresponding Services/Technical Report, Audit Report, and Invoice, along with VISA-covered supporting documents, duly certified by the Owner's Representative/Engineer-in-Charge (EIC).
- 7.2 The remaining 30% shall be released after the Second Audit visit (compliances visit), subject to submission of the final Services/Technical Report, Audit Report, and Invoice, with the necessary VISA-covered supporting documents, duly certified by the Owner's Representative/ Engineer-in-Charge (EIC)
- 7.3 All payments shall be made within 30 days of receipt of the complete and certified documentation as mentioned above.

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 mentioned in Section-II Scope of work.