



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

SUPPLY OF HOT TAP FITTINGS & HOT TAPPING SERVICES
ACROSS GGL OPERATION AREAS

e-TENDER ID- 297369

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**

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

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 first contract.

4. **MOBILIZATION PERIOD:**

4.1 CONTRACTOR shall mobilize resources and commence execution of work within 30 days from the date of kick off meeting as per the terms & conditions of tender documents.

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

6. **SECURITY & GUARANTEE:**

6.1 **CONTRACT BANK GUARANTEE (CBG):**

6.1.1 CONTRACTOR shall submit the CBG within 15 days from date of award/issuance of CALL-OUT ORDER, in the prescribed format, for an amount equivalent to 5% of the basic CALL-OUT Order Value with validity covering Defect Liability period and subsequent claim lodgment period of 3 months thereafter.

6.1.2 In case of any subsequent AMENDMENTS in Call-out Order value/validity, CONTRACTOR shall furnish revised/ additional CBG for the applicable amount / validity extension as per AMENDMENT.

6.1.3 In case of Value Amendment, if the revised/ additional CPBG is not submitted by CONTRACTOR within stipulated time period, required amount equivalent to the revised/additional CBG amount will be withheld from the subsequent invoices for work executed after the effective date of Amendment, till the revised/ additional CPBG is submitted by CONTRACTOR. The withheld amount will be released as per the terms of the Contract.

6.1.4 In case Amendment of CALL-OUT ORDER for validity extension (which may include value), if the revised/ additional CBG is not submitted by CONTRACTOR within stipulated time period, subsequent payments will be withheld from the CONTRACTOR's claim for payments for the work executed after the effective date of Amendment, till the revised/additional CBG is submitted by CONTRACTOR. The withheld amount will be released as per the terms of the Contract.

6.2 **WORK PERFORMANCE GUARANTEE:**

6.2.1 5% of basic value from each invoice value will be retained as Performance Guarantee for supplied material /executed work & will be released within 3 months after completion of the Defect Liability period.

7. **SERVICE LEVEL AGREEMENT AND PENALTIES:** - As per Section II - Technical Scope of Work for Installation of Hot Tap Fittings
8. **FREE ISSUE MATERIAL:** Not applicable
9. **DELIVERY SCHEDULE:**
 - 9.1 The supply of fittings along with all necessary consumables will be completed on or before the 12 weeks from the date of issue of CALLOUT order.