



SECTION V:
SPECIAL TERMS OF CONTRACT (STC)

ALTERATION / MODIFICATION SERVICES FOR DOMESTIC & COMMERCIAL
PNG CONNECTIONS AT SURAT HAZIRA AND NAVSARI GA

eTender ID 334393

Sr. No.	Sub Tender ID	Cluster Description	Rate Validity
1	334424	ALTERATION / MODIFICATION SERVICES FOR DOMESTIC & COMMERCIAL PNG CONNECTIONS AT SURAT HAZIRA GA	2 Year
2	334431	ALTERATION / MODIFICATION SERVICES FOR DOMESTIC & COMMERCIAL PNG CONNECTIONS AT NAVSARI GA	2 Year

1. **GENERAL**

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.

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 / ENGINEER IN CHARGE (EIC)**

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

3. **RATE VALIDITY**

The Rates specified in the Contract shall remain firm & fixed for period of 2 Years from effective start date of Contract.

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

4.1 **Contract Bank Guarantee:**

Within the timeline stipulated for Mobilization, CONTRACTOR shall submit the Contract Bank Guarantee (CBG) in the prescribed format for a value equivalent to 5% of the basic Call-out Order value & validity till Call-Out Order end date & claim lodgement of three months' thereafter.

In case of any subsequent AMENDMENT(S) in CALLOUT ORDER value, CONTRACTOR shall furnish revised/ additional CBG @ 5% for the applicable amount as per AMENDMENT, failing which equivalent differential value will be withheld from subsequent claim for payments, unless otherwise specified in the AMENDMENT.

In case of any subsequent AMENDMENT(S) in CALLOUT ORDER value and/or validity, CONTRACTOR shall furnish revised/ additional CBG failing which 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, unless otherwise specified in the AMENDMENT. The withheld amount will be released as per the terms of the Contract.

The BG will be released post completion of Call-out Order Validity within 3 months' claim lodgment period thereafter, subject to completion of Material Reconciliation.

4.2 **Work Performance Guarantee:**

5% of basic value from each invoice value will be retained as Performance Guarantee for executed work & will be released after completion of Defect Liability Period within 3 months after Callout order validity End.

At the end of Call-Out Order, 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. 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.

5. **INSURANCE (AS APPLICABLE):**

5.1 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:

- 5.2 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.
- 5.3 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 Sub CONTRACTORs or any of their employees.
- 5.4 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 statue 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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 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 (GEL 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 (GEL) in the contract or on date of issue of acceptance certificate by the Principal (GEL) 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.

All other terms and conditions, Scope of Work, Technical Specification, General Terms and Conditions, shall be as per reference Tender Documents and subsequent Tender Bulletins thereof.