

- 47.3 If the Project Manager/EIC notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies and shall repeat the procedure described in GCC Sub- Clause 47.1.
- 47.4 If the Project Manager/EIC is still not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeat notice, and the above procedure shall be repeated.
- 47.5 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities are ready for Commissioning, the Contractor shall so notify the Project Manager in writing. The Contractor shall commence Commissioning of the facilities as per the GCC Sub – Clause 47.6.
- 47.6 Commissioning of the Facilities shall be completed by the Contractor as per procedures detailed in the Technical Specifications and in the presence of the Project Manager/ EIC and Owner.
- 47.7 If the Project Manager/EIC fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 47.1 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 47.3, then the Facilities shall be deemed to have taken up the date of the Contractor's notice or repeated notice, accepted for commissioning, as the case may be.
- 47.8 As soon as possible after Commissioning, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
- 47.9 As soon as possible after Commissioning, the Contractor shall make the facility ready for the performance test (PR test) and inform the Project Manager/EIC at least 7 (seven) days prior to the start of the performance test as per the procedure mentioned in the Technical Specifications.
- 47.10 Upon successful Operational Acceptance of the Facilities as per GCC sub clause 43.3, the Contractor shall be responsible for the care and custody of the Facilities, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof for the agreed duration of comprehensive operation and maintenance as stipulated and mutually agreed terms and conditions.

[E] PERFORMANCE OF WORK

48. Execution of Work

- 48.1 All the Works shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time by the Contractor whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications. The Contractor shall provide all necessary materials, equipment, labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.
- 48.2 All materials shall be brand new & of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as has been specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.

48.3 The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading, local sifting, EAR insurance and safe storage of materials at project site at his own cost & risk.

48.4 If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The Plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

49. Void

50. Work in Monsoon and Dewatering

50.1 Unless otherwise specified elsewhere in the tender, the execution of the Work may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

50.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water logging at his own cost.

51. Change in Laws and Regulations

51.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. Contractor shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Owner

However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (dispatched directly from sub vendor's works to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the

Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

52. General Conditions for Construction and Erection Work

- 52.1 Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the Contractor should take this aspect into consideration for formulating his rates. No extra claims will be entertained by the Owner on this account.
- 52.2 The Contractor must arrange for the placement of workers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
- 52.3 The Contractor shall submit to the Owner/ Employer progress reports at regular intervals regarding the state and progress of Work. The details and format of the report will be mutually agreed after the award of Contract. The Contractor shall provide display boards showing progress and labour strengths at worksite. Updated project schedule in MS Projects shall also be furnished by Contractor as per agreed interval

53. Design and Engineering

- 53.1 The Work covered under this Contract having to be executed by the Contractor on a lump-sum firm price quoted by him, the Owner will not accept any proposals for changes in Value of Contract or extension in time on account of any such changes which may arise to the Contractor's scope of Work as a result of detailed Engineering and thereafter during the execution of Work.

53.2 Specifications and Drawings

- 53.2.1 The Contractor shall execute the basic and detailed design and engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good and sound engineering practice.
- 53.2.1 The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager/ EIC or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Owner/ Employer.

53.3 Codes and Standards

- 53.3.1 Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of bid submission shall apply unless otherwise specified.

53.3.2 Approval / Review of Technical Documents by Project Manager

The Contractor shall prepare list of documents and drawings i.e. Master drawing list (MDL) as per technical specifications and furnish to the Project Manager/EIC for review & Approval of the same within 14 days from the Zero date.

- 53.3.3 Within ten (10) working days after receipt by the Project Manager of any document requiring the Project Manager's approval, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its

disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

- 53.3.4 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- 53.3.5 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be approved.
- 53.3.6 The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be as per the Contract Co-ordination procedure.
- 53.3.7 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be settled in accordance with GCC Clause (Settlement of Dispute) hereof. If such dispute or difference is referred as per GCC clause, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute, then the Contractor shall be reimbursed by the Owner for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.
- 53.3.8 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 53.3.9 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Clause.
- 53.3.10 If the Project Manager requests any change in any already approved document and/or in any document based thereon, generally shall be taken care by the Contractor if the change is not causing any major financial impact.

54. Drawings to be supplied by the Owner/Employer

- 54.1 The drawings attached with tender, if any, are only for the general guidance to the Contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the Drawings and formed an idea about the Work involved.
- 54.2 The Contractor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge/ Project Manager discrepancies, if any, therein before actually carrying out the Work.
- 54.3 Copies of all detailed working drawings relating to the Work shall be kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge/Project Manager at any time during the Contract. The drawings and other documents issued by the Employer/ Owner shall be returned to the Employer/ Owner on completion of the Work.

55. Drawings to be supplied by the Contractor

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- 55.1 The drawings/ data which are to be furnished by the Contractor shall be furnished within the specified time.
- 55.2 Where approval/ review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the TS and get it approved before proceeding with manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All as built drawings shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge/Project Manager.
- 55.3 The Drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge/Project Manager as far as practicable within 10 (Ten) working days. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval. Any delays arising out of failure by the Contractor to rectify the drawing in good time shall not alter the Contract Completion Time.
- 55.4 All GA & GFC drawings shall be provided in soft as well as Hard form in appropriate format/size to Employer for review & approval.

All as built drawings showing all corrections, adjustments & deviations, if any, etc shall be furnished by the Contractor in 04 (Four) Hard Copies & a soft copy for record purpose to the Employer/ Owner immediately after the operational acceptance.

56. Setting out Works

- 56.1 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. Contractor shall carry out Geotech investigation at site at his own cost and design the foundations accordingly. A copy of the investigation report shall also be forwarded to Employer and Owner
- 56.2 Before beginning the Works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks as required. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it.
- 56.3 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.
- 56.4 On completion of Work, the Contractor must submit the geodetic documents according to which the Work was carried out.

57. Geological Discoveries

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, be deem to be the absolute property of the Owner. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging any such article or thing and shall

immediately upon the discovery thereof and, before removal, acquaint the Owner of such discovery any carry out, at the expense of the Owner, the Owner's orders as to the disposal of the same.

58. Materials to be supplied by Contractor

58.1 Plant and Equipment

The Contractor shall procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable commissioning of the Project by the scheduled commissioning date. Contractor shall deliver supplies at site in accordance to its erection sequence. Owner may hold payment against supplies in case same is delivered more than 03 (Three) months before its erection requirement (except for imported items)

58.2 Transportation

The Contractor shall ensure that all the plant and equipment required to complete the Facility at site, are procured and dispatched. The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances. Contractor shall be responsible to assess in advance suitability of access roads, bridges, culverts, etc for transportation of ODC shipments, if any and arrange to transport them accordingly.

58.3 Packing and Marking

The Contractor shall be responsible for securely protecting and packing the plant & equipment as per prescribed standards in force to withstand the journey and ensuring safety of materials and also arrival of materials at destination in original condition and good for contemplated use. Packing case size & weight shall take into consideration the remoteness of the goods final destination and absence of heavy material handling facilities at all points in transit.

Packing lists of materials shall be provided in each package to facilitate checking up of the contents at the destination.

In order to import any items, associated with the Solar PV Power Project, from abroad or from any other state in India, Contractor shall have to arrange any clearance, permission, if required at his own risk, from any Government (Government of State & Government of India) or any Government (Government of State & Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at Site. Contractor shall take necessary insurances to ensure safe transit & consequential risks. All packing material is the property of the Owner and shall be immediately taken into the safe storage.

58.4 Storage of Equipment

The plant and equipment thus procured under the scope of the contract must be kept in safe custody till put under operation, essentially free from water contact. All the spares, as required for the trouble-free comprehensive O&M of Plant, must be kept under secure storage during O&M period. Contractor has to ensure the appropriate and proper storage arrangement prior to the arrival of the equipment including containers, temporary structures, sheds, platforms etc at its own cost.

The Contractor shall procure and provide within the Value of Contract the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the Work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any

nature. The Owner will insist on the procurement of materials which bear ISI stamp and/ or which are supplied by reputed suppliers.

- 58.5 The Contractor shall properly store all materials either issued to him or brought by him to the Site to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The Contractor shall maintain sufficient stocks of all materials required by him including commissioning spares.

59. Stores Supplied by the Owner

- 59.1 If the Specification of the Work provides for the use of any material of special description to be supplied from the Owner's stores or it is required that the Contractor shall use certain stores to be provided by the Owner, such materials and stores, there for as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the Contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. After the completion of the Work, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

- 59.2 All materials so supplied to the Contractor shall remain the absolute property of the Owner and shall not be removed on any account from the Site of the Work and shall be at all times open for inspection to the Engineer-in-Charge/Project Manager. Any such materials remaining unused at the time of the completion or termination of the Contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge/Project Manager in perfectly good condition at Contractor's cost.

- 59.3 Owner, at his sole discretion and upon request from Contractor, may provide appropriate space for storage outside the site on chargeable basis mutually agreeable to both parties. However, the transportation of equipment from store to site shall be arranged by the Contractor at his cost and risk

60. Conditions for Issue of Materials

- 60.1 i) Materials specified as to be issued by the Owner will be supplied to the Contractor by the Owner from his stores. It shall be responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport and unloading at the Site of Work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner as framed from time to time. Once the material is issued or taken over by the Contractor, then the same will be his own liability to store, use & maintain.

ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.

iv) The Contractor shall construct suitable godowns at the Site of Work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward along with proper illumination establishment for the purpose.

v) It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost.

vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be responsibility of the Contractor to arrange in time all materials required for the Work other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge/Project Manager the execution of the Work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge/Project Manager shall have the right at his own discretion to issue such materials, if available with the Owner or procure the materials from the market or as elsewhere and the Contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge/Project Manager. This, however, does not in any way absolve the Contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall such action by Owner constitute a reason for the delay in the execution of the Work.

viii) The Contractor shall, if desired by the Engineer-in-Charge/Project Manager, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the Owner.

ix) The Contractor shall furnish to the Engineer-in-Charge/Project Manager sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge/Project Manager to make necessary arrangements for procurement and supply of the material.

x) Account of the materials issued by the Owner shall be maintained by Contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge/Project Manager along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the Contractor's office at Site.

xi) The Contractor should see that only the required quantities of materials are got issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued.

xii) Materials/ Equipment(s) supplied by Employer/ Owner shall not be utilized for any purpose(s) than issued for.

61. Material Procured with Assistance of Owner/ Return of Surplus

61.1 Notwithstanding anything contained to the contrary in any or all the clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of the Owner either by issue from Owner's stock or purchases made under order or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the Owner and return, if required by the Engineer-in-Charge/Project Manager, shall determine having due regard to the condition of the materials.

62. Materials obtained from Dismantling

62.1 If the Contractor in the course of execution of the Work is called upon to dismantle any part for reasons other than those stipulated in Clauses 67 and 70 hereunder, the materials obtained in the

Work of dismantling etc., will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

63. Articles of Value Found

- 63.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the Site, shall be the property of the Owner and the Contractor shall duly preserve the same and shall from time to time deliver the same to such person or persons indicated by the Owner.

64. Discrepancies between Instructions

- 64.1 Should any discrepancy occur between the various instructions furnished to the Contractor, his representative or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge/Project Manager's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge/Project Manager whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

65. Action where no Specification is issued

- 65.1 In case of any class of Work for which there is no Specification supplied by the Employer/ Owner as mentioned in the Tender Documents such Work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the Work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/Project Manager.

66. Inspection of Works

- 66.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/Project Manager or his representative to visit the Work shall have been given to the Contractor, either himself be present or receive orders and instructions, or have a responsible representative duly accredited in writing, present for the purpose. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than 15 (Fifteen) day notice in writing to the Engineer-in-Charge/Project Manager for carrying out the inspection, Domestic or Overseas) so as to reach out for the inspection by the concerned officials and/or measurement of any work in order that the same may be inspected and measured. Employer/Owner at his own discretion may or may not attend the scheduled inspection calls as arranged by the contractor on account of pre-occupation and other site exigencies.

In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.

- 66.2 The Contractor is to provide at all time during the progress of the Work and the maintenance period, proper means of access with ladders, gangways etc. to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge/Project Manager.

- 66.3 The Contractor shall make available to the Engineer-in-Charge/Project Manager free of cost all necessary instruments and assistance in checking or setting out of Work and in the checking of any Work made by the Contractor for the purpose of setting out and taking measurements of Work.

67. Tests for Quality of Work

- 67.1 All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the Engineer-in-Charge/Project Manager and shall be subjected from time to time to such test as the Engineer-in-Charge/Project Manager may direct at the place of manufacture or fabrication or on the site or at all or any such places.

The cost of inspection/ pre-dispatch inspection/ in-stage inspection (Exclusive of Employer/ Owners representatives TA/DA) shall be borne by Contractor. Such pre-dispatch inspection(s) at the manufacturer's facility shall be carried out in the presence of the Employer/Owner or their authorized representatives, for such items as is specified by the Engineer-in-Charge/Project Manager. Travel expenses for the representatives of Employer/Owner for such inspections shall be borne by the Employer/Owner respectively.

However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation for the revisit shall be borne by the Contractor. A minimum of 07 (Days) notice shall be given by the Contractor for witnessing such inspection at the works

The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Project Manager and keep all stage inspection/ material TC readily available for the Inspector.

- 67.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge/Project Manager shall be carried out at the field-testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facility with the Owner, the required test shall be carried out at the cost of Contractor at Government or any other accredited testing laboratory.
- 67.3 If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor and cost of such tests shall be reimbursed by the Owner.
- 67.4 The PV modules/ inverters/ cables and other Balance of system equipment deployed in the solar PV power Plant shall have valid test certificates for their qualification as per above specified IEC/ IS Standards by one of the NABL Accredited /Govt approved Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member body accredited Labs abroad (with proof of accreditation) will be acceptable.

68. Samples for Approval

- 68.1 In case of requirement, the Contractor shall furnish to the Engineer-in-Charge/Project Manager for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the Work. Such samples shall be submitted before the Work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual Work shall be fully equal to the approved samples.

69. Action and Compensation in case of Poor/Non-compliant Work

- 69.1 If, against documentary proofs, is established that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials

or articles provided by the Contractor for the execution of the Work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Engineer-in-Charge/Project Manager or his authorized representative specifying the Work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified and provide other proper and suitable materials or articles at his own cost. In the case of any such failure the Engineer-in-Charge/Project Manager may on expiry of notice period rectify or remove and re-execute the Work or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the Contractor. The decision of the Engineer-in-Charge/Project Manager as to any question arising under this clause shall be final and conclusive. No additional time for Project completion shall be granted for undertaking such replacement/ rectification works by Contractor.

70. Suspension of Works

70.1 i) Subject to the provisions of sub-para (ii) of this clause, the Contractor shall, if ordered in writing by the Engineer-in-Charge/Project Manager, or his representative, temporarily suspend the Works or any part thereof for such written order, proceed with the Work therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works aforesaid. However, suitable time extension may be considered at the sole discretion of the owner.

ii) In case of suspensions of entire Work, ordered in writing by Engineer-in-Charge/Project Manager, for a period of more than 03 (Three) months, the Contractor shall have the option to terminate the Contract.

71. Owner may do Part of Work

71.1 Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract the Owner has the alternative right, instead of assuming charge of entire Work, to place additional labour force, tools, equipment and materials on such parts of the Work, as the Owner may designate or also engage another Contractor to carry out the Work. In such cases, the Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and material with 110% (Hundred & Ten Percent) of the actual cost of works and materials.

72. Possession prior to Completion

72.1 The Engineer-in-Charge/Project Manager shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract Agreement. If such prior possession or use by the Engineer-in-Charge/Project Manager delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.

73. Defects Liability Period

[12 (Twelve) Months Period of Liability from the date of Operational Acceptance]

73.1 The Contractor must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

73.2 If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Project

Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. The decisions of the Project Manager in this regard shall be final and binding.

- 73.3 The Contractor shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.
- 73.4 The Defect Liability Period shall be of twelve (12) months from the date of Operation Acceptance, during which the Contractor must repair any defect identified by the Project Manager / EIC after commissioning of the Plant. All the expenses to repair the defects shall be borne by the Contractor and no additional cost charged to the Owner.
- 73.5 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Owner regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- 73.6 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:
- Improper operation or maintenance of the Facilities by the Contractor during operation and maintenance of the Facility; and
 - Operation of the Facilities outside specifications of the Facilities.
- 73.7 The Contractor may, with the consent of the Owner, remove any Plant and Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 73.8 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the Owner may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- 73.9 If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Owner and the Contractor for the original equipment/part of the Facilities.
- 73.10 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Owner may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Owner in connection therewith shall be paid to the Owner by the Contractor or may be deducted by the Owner from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the Owner may have against the Contractor in respect of such defects.

- 73.11 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Owner because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of twelve (12) months from such replacement.
- 73.12 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified.
- 73.13 Latent defect liability: Notwithstanding, the defect liability period of 12 months above, the plant shall carry a latent defect liability of 5 years from date of operational acceptance towards any design/manufacturing defects in the equipment supplied by the Contractor
- 73.14 The Contractor's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including GST etc)

73.15 Limitation of Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Agreement or otherwise shall be limited to **100% of Agreement/ Contract Value** except in case of Patent Infringement liability. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

73.16 Guarantee/ Warranty

As enumerated in Clause no. 73 (Defect Liability Period) of GCC, the overall DLP should stand valid for a period of 12 (Twelve) Months from the date of Operational Acceptance. However, Contractor needs to ensure following Guarantees/ Warranties to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/ Warranty Certificate shall be produced by the Contractor prior to Operational Acceptance of the Facility.

Guarantee/ Warranty as defined under Section VII, Scope of work and Technical specifications will prevail in this clause. Contractor should guarantee the Plant facility for the workmanship for a period of 05 (Five) years from the date of Operational Acceptance.

73.16.1 The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

73.16.2 The Contractor shall transfer the warranty/ guarantees of the equipment as such from the OEM/ supplier in the name of the Owner. The period of the warranty / guarantee for each equipment shall be as per the "Technical Specifications"

73.16.3 During the period of Warranty / Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship & faulty operation/repair, provided such defective parts are not repairable at Site. After replacement, the Contractor is allowed to take back the defective parts to its works at his expenses.

73.16.4 At the end of warranty/ guarantee period, the Contractor's liability shall cease subjected to fulfillment of its liability under GCC Clause 73.16 (Defect Liability Period). In respect of goods not mentioned for the warranty/ guarantee in "Technical Specifications", the Owner shall be entitled to

the benefit of such guarantee given to the Contractor by the original Supplier or manufacturer of such goods eg Performance guarantee for 25 yrs for modules, etc.

73.16.5 During the Comprehensive Operation & Maintenance period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the Owner within a reasonable time as may be considered from the date of receipt of such intimation from the Owner failing which the Owner reserves the right to take up rectification work at the risk and cost of the Contractor.

74. Care of Works

74.0 From the commencement to completion of the Work & till the completion of O&M period (If applicable), the Contractor shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the Work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the Work shall be in good order and in conformity in every respects with the requirement of the Contract and the Engineer-in- Charge's instructions. Also damage to external property of Third Parties.

74.1 Defects Prior to Taking Over

If at any time, before the Work is taken over, the Engineer-in-Charge/Project Manager shall:

a) Decide that any works done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of Contract (all such matters being hereinafter, called 'Defects' in this clause), and

b) As soon as reasonably practicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

In case, Contractor shall fail to do so, the Owner may take, at the cost of the Contractor, such steps as may take in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision taken by the Owner in this regard towards the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the Work has been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and have passed the tests on completion, the Owner shall be deemed to have taken over the Work on the date so certified.

74.2 Defects after Taking Over (If applicable)

In order that the Contractor could obtain a Completion he shall make good, with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the Contract or that may have been noticed or developed, after the works has been taken over, the period allowed for carrying out such Work will be normally 01 (One) Month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the Work at Contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the Contractor a Completion has not been obtained in respect of any portion of the Work within 01 (One) Month after the date fixed by the Contract for the completion of the Work, the Owner shall be at liberty to use the Work or any portion thereof in respect of which a completion has not been obtained, provided that the Work or the portion thereof

so used as aforesaid shall be afforded reasonable opportunity for completing these works for the Completion .

75. Guarantee/ Transfer of Guarantee

For the major Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) etc the Contractor shall invariably engage OEMs/Sub-Contractors who are specialists in the field and OEM's/OPM's/firms of repute and such a OEM/OPM/Sub-Contractor shall furnish guarantees/warranties for their workmanship to the Owner directly in the name of Owner only without any deviation. The Contractor shall give the guarantee/warranty to the Owner directly For other minor Material/Products/Spares also.

In case of the contract termination/cancellation and wherein the title of Guarantee/Warranty for the major Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) is in the name of the Contractor, then all such Guarantee/Warranties for all such major products/material/spares will have to be mandatorily transferred in the name of Owner as soon as the contract is terminated/cancelled & no plea/deviation from the Contractor side will be entertained in this regard.

For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the Owner, through the Contractor. In case such a Sub-Contractor is not prepared to furnish a guarantee to the Owner, the Contractor shall give that guarantee to the Owner directly.

76. Installation and Training of Employer's/ Owner's Personnel

76.1 Tools & Tackles

The Contractor shall provide technically suitable tools and tackles for installation & erection of Plant & Machineries conforming to relevant BIS safety and technical standards for proper execution of work. The Owner, in no way, shall be responsible for supply of any tools and tackles for implementation of the work and also to carry out operation & maintenance activities.

76.2 Setting up/Supervision/Labor

76.2.1 Bench Mark:

The Contractor shall be responsible for the true and proper setting-up of the Facilities in relation to bench marks, reference marks which are mutually agreed upon by the Contractor and Owner.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error.

76.2.2 Contractor's Supervision:

The Contractor shall give or provide all necessary supervision during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time supervision of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work at hand.

76.2.3 Labour:

The Contractor shall provide and employ on Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation, sanitation, first aid facility and catering of all labor, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the engagement and entry of all labour and personnel to be employed by Contractor on the Site including that of his sub-Contractors.

The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its SubContractors.

The Contractor shall, in all dealings with its labour and the labour of its SubContractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

The Contractor shall keep the Owner indemnify, during construction as well as during O&M period, in respect of compliance with the statutory provisions in respect to the labor employed at site.

Upon completion of the construction activities/ O&M activities, the Contractor shall obtain no – objection certificate (NOC) from local/ statutory bodies in respect to the fulfillment of all compliance and submit a copy to the Owner prior to the final settlement

76.3 Contractor's Equipment

76.3.1 All equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

All the necessary approvals with due taxes, insurance and license, as required for the use of equipment at site, are to be taken by the Contractor.

The equipment should be in a good operating condition for safe use at site. The operator shall be competent to operate. It is advised to keep adequate spares, consumables, etc to reduce the breakdown time.

76.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site.

76.4 Site Regulations and Safety

Contractor shall submit the EHS policy for the site to the Project Manager/EIC within 14 (fourteen) days from effective date and shall abide by the rules and regulations of the EHS policy.

The Contractor shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any

equipment / material or injury to workmen. The Owner shall not be liable for any such accidents during the performance of the contract.

The Contractor, if required, will provide necessary safety training to workmen. Also, Contractor shall engage sufficient security guards to protect Facility from any theft and unauthorized access to site during the entire construction and O&M periods.

76.5 Site Clearance

76.5.1 Site Clearance in Course of Performance

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, packaging material, rubbish & debris and temporary installations from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract with due approval of the Owner.

76.5.2 Site Clearance after Completion

After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, packaging material, rubbish & debris and temporary works & installations of any kind from the Site with due approval of the Owner and shall leave the Site and Facilities clean and safe.

76.5.3 Disposal of Scrap

The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the unpacking of equipment, construction debris, breakage of modules, fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The Contractor shall with the agreement of the Owner promptly remove from the site any 'Scrap' generated during Performance of any activities at site in pursuance of the Contract.

The disposal of such Scrap shall vest with the Contractor for the items supplied by the Contractor and issued by Owner under this contract for installation and construction without any additional cost to the Owner. The removal of scrap shall be subject to the due approval of Owner & Contractor producing the necessary clearance from the relevant authorities, if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable GST shall be that of the Contractor.

The Contractor shall also indemnify to keep the Owner harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The undertaking shall be furnished by Contractor as per Format enclosed in the Section VI of Forms & Formats. Further, in case the laws require the Owner to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Owner.

In case, the scrap is generated against the free issue material supplied by the Owner, the Contractor shall maintain a separate record of same and intimate Owner before its disposal thereafter. After due approval from Owner, the scrap should be disposed of and its value shall be remitted to the Owner.

76.5.4 Watch & Ward and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, watch and ward wherever necessary for the proper execution and the protection of the Facilities, or for the safety of the Owners and occupiers of adjacent property and for the safety of the public during the entire construction and O&M period.

76.6 Training

The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Owner. These personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the Contractor or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the Contractor. Owner shall bear the cost of Boarding, Lodging & Travel only for the said personnels.

The Contractor undertakes to provide training to Personnel selected and sent by the Owner at the works of the Contractor without any cost to the Owner.

77. Replacement of Defective Parts and Materials

- 77.1 If during the progress of the Work, Owner shall decide and inform in writing to the Contractor, that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within 07 (Seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment's up to the standards of the specifications.

In case the Contractor fails to do so, Owner may on giving the Contractor 07 (Seven) day notice in writing of his intentions to do so, proceed to remove the portion of the Work so complained of and at the cost of Contractor's, perform all such works or furnish all such equipment's provided that nothing in the clause shall be deemed to deprive the Owner of or affect any rights under the Contract, the Owner may otherwise have in respect of such defects and deficiencies.

78. Indemnity

- 78.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer/ Owner or an officer or agent of the Employer/ Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep the Employer/ Owner and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

79. Construction Aids, Equipment, Tools & Tackles

- 79.1 Contractor shall be solely responsible for making available for executing the Work, all requisite Construction Equipments, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports & insurance of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools & Tackles and the duty drawback applicable thereon shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that Owner shall not in any way be responsible for arranging to obtain Custom Clearance and/ or payment of any duties and/ or duty draw backs, license etc. for such equipment's so imported by the Contractor

and the Contractor shall be fully responsible for Goods and Service Tax (GST) and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/ Dept./ Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the Contractor.

[F] CERTIFICATES AND PAYMENTS

80. Schedule of Rates and Payments

80.1 Contractor's Remuneration

For EPC/ Lumpsum Turnkey Contracts, the billing procedure will follow as per the prescribed payment terms as defined in Special Conditions of Contract (SCC). The price to be paid by the Owner to Contractor for the whole of the Work to be done and for the performance of all the obligations undertaken by the Contractor under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding Clause of this clause) and payment to be made accordingly for the Work actually executed and approved by the Engineer-in-Charge/Project Manager. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the Contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under the Contract.

80.2 Schedule of Rates to be Inclusive

The prices quoted by the Contractor shall remain firm till the contract period and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the Work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the Work and materials required though the Contract Document may not fully and precisely furnish them. Bidders in the Schedule of Rates should cover all costs as he may consider necessary to cover the cost of any works and materials as may be reasonable and necessary to complete the Work. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the Contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

80.3 Schedule of Rates to Cover Construction Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding Clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary Work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the Contractor and all other matters in connection with each item in the Schedule of Rates and the execution of the Work or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

80.4 Schedule of Rates to Cover Royalties, Rents and Claims

The Schedule of Rates (i.e., Contract Value) shall be deemed to include and cover the cost of all Royalties and Fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Work, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Work and shall include an Indemnity to the Employer/ Owner which the Contractor hereby gives against all actions,

proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles, processes or materials, other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on Work shall be borne by the Contractor.

80.5 Schedule of Rates to Cover GST/Applicable taxes

No exemption or reduction of Duties, Goods & Service Tax (GST) on Works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or Local Body or Municipal Taxes or from or of any other body, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the Work.

80.6 Schedule of Rates to Cover Risks of Delay

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of Work which occur from any causes including orders of the Employer/ Owner in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

80.7 Schedule of Rates Cannot be altered

(a) For Engineering, Procurement and Commissioning (EPC) Contracts or Lumpsum Turnkey (LSTK) Contracts, the total Project/ Contract Value stands to be fixed inclusive of entire items, Materials, Spares, Consumables, Services, Erection and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the Tender/ Contract. Contract Value of such EPC Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the EPC Contract and O & M Contract. Any kind of variations related to Total Contract Value shall be to Contractor's account. The payment will be made according to the Work carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Work done and preparing running account bill.

(b) If applicable, For Item Rate Contracts, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Contractor and agreed to by the Employer/Owner and cannot be altered.

Based on the mechanism of Tender as described in the Special Conditions of Contract (SCC), the methodologies described above shall prevail. However, payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

81. Procedure for Measurement and Billing

81.1 Billing Procedure

Following procedures shall be adopted for billing of works executed by the Contractor.

81.1.1 For EPC/ Lumpsum Turnkey Contracts, the billing procedure will follow as per the prescribed payment terms as defined in Special Conditions of Contract (SCC).

81.1.2 If applicable, For Item Rate Contracts, all measurements shall be recorded in sextuplicate on standard measurement sheets in duly approved formats for scrutiny and passing by Employer/ Owner. Employer/ Owner shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

81.1.3 Engineer-in-Charge/Project Manager shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contracts, within 21 (Twenty-one) days of submission of the bills along with all necessary enclosures and documents, complete in all respects and send the same to the Owner to effect payment to the Contractor as per the defined payment terms.

81.1.4 Owner shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 30 (Thirty) days from the date of certification by the Engineer-in-Charge/Project Manager. Any disputed claims/amounts will be mutually settled and paid accordingly.

81.1.5 Measurements shall be recorded as per the methods of measurement spelt out in Contract Document.

81.2 Secured Advance on Material

Unless otherwise provided in the SCC of the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

81.3 Dispute in Mode of Measurement

In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of Work, mode of measurement as per latest Indian Standard Specifications shall be followed.

81.4 Rounding-Off of Amounts

In calculating the amount of each item due to the Contractor in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupee shall be reckoned as one rupee.

82. Lumpsum in Tender

82.1 The payment against any Lumpsum item shall be made only on completion of that item (Excluding Milestones linked payment structure) as per the provision of the Contract after certification by Engineer-in-Charge/Project Manager.

83. Running Account Payments to be regarded as Advance

83.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for Work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or of the occurring of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Employer/ Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract.

The final bill shall be submitted by the Contractor within 01 (One) Month of the date of the final acceptance of the Work; otherwise, the Engineer-in-Charge/Project Manager's measurement and of total amount payable for the Work accordingly shall be final and binding on all parties

84. Notice of Claims for Additional Payments

100 MW (AC) Solar PV Power Project with Land at Chhattisgarh, India	<u>Tender No</u> <u>SECI/C&P/TD/2021/CG/100</u>	<u>GCC</u> <u>Page 59 of 75</u>	<u>Signature of Bidder</u>
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84.1 Should the Contractor consider that he is entitled to any extra payment for any extra/ additional Works or Material change in original Specifications carried out by him in respect of Work he shall forthwith give notice in writing to the Engineer-in-Charge/Project Manager that he claims extra payment. Such notice shall be given to the Engineer-in-Charge/Project Manager upon which Contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Contractor must intimate his intention to lodge claim on the Owner within 10 (Ten) days of the commencement of happening of the event and quantify the claim within 30 (Thirty) days, failing which the Contractor will lose his right to claim any compensation /reimbursement/ damages etc. or refer the matter to arbitration. Separate bills shall be raised for the extra claim.

84.2 Engineer-in-Charge/Project Manager shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Contractor shall be obliged to carry on with the Work during the period in which his claims are under consideration by the Owner, irrespective of the outcome of such claims, where additional payments for Works considered extra are justifiable in accordance with the Contract provisions,

Owner shall arrange to release the same in the same manner as for normal Work payments. Such of the extra works so admitted by Owner shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. Settlement of all extra claims shall be taken up after Project commissioning.

85 Payment of Contractor's Bill

85.1 Payment due to the Contractor shall be made by the Owner either by e-Banking or by Account Payee Cheque forwarding the same to registered office or the notified office of the Contractor. In no case, will Owner be responsible if the cheque is mislaid or misappropriated by unauthorized person/ persons. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp & payment shall be made in Indian Currency only.

85.2 In general payment of final bill shall be made to Contractor within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the Contract against the final completion.

86 Receipt for Payment

86.1 Receipt for payment made on account of work when executed by a company, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractors are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

87. Handing Over – Taking Over

87.1 Subsequent to Operational Acceptance of the Facilities by the Employer and within 15 (Fifteen) days of the commencement of the O&M period, the Contractor shall furnish an Indemnity Bond/ undertaking as per "Sample Forms and Formats" which is to be executed by the Contractor for the plant handed over by Owner for performance of its O&M Contract (Entire Solar Photo Voltaic Plant).

The Facility shall be taken over by the Owner upon successful Operational Acceptance in accordance with GCC Clause 43.3 (Operational Acceptance).

Immediately after taking over of complete facilities (s), the Facilities will be handed over to the Contractor for Comprehensive Operation & Maintenance for a period as mentioned in the Contract document.

88. Final Decision and Final Acceptance

- 88.1 Upon expiry of the period of liability & the Works have been duly maintained by the Contractor during monsoon or such period as hereinbefore provided in Clause 73 & 74 and that the Contractor has in all respect duly made-up any subsidence and performed all his obligations under the Contract, the Owner give a final acceptance to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final acceptance shall have been given by the Owner notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner.

89. Certificate and Payments on Evidence of Completion

- 89.1 Except the Final Acceptance, no other payments on general account shall be taken to be an admission by the Owner of the due performance of the Contract or any part thereof or of occupancy or validity of any claim by the Contractor.

90. Deductions from the Contract Price

- 90.1 All costs, damages or expenses which Owner may have paid or incurred, which under the provisions of the Contract, the Contractor is liable/ will be liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such claims shall be paid by the Contractor within 15 (Fifteen) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may, then, deduct the amount from any moneys due including Contract Performance Security or becoming due to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Owner of such claims.

[G] TAXES AND INSURANCE

91. Taxes & Duties – Goods & Service Tax

- 91.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- 91.2 The Owner shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country to be incorporated in the Facilities, by the law of country where the site is located, (b) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory and (c) Installation Services including Erection, Civil & Allied Works and other services. However, all other taxes, duties & levies as may be applicable on goods and services specified in under the contract and on the materials used for civil construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer. Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. The Contractor shall issue

tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on Owner due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss. The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law. The Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

91.3 If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the Owner shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

91.4 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and GST/all Taxes. now in force or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions, PF, ESI etc or annuities now in force or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractors, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority.

Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer/ Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

91.5 Bidder should quote all-inclusive prices including the liability of GST (in line with the given SOR Format) whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. Owner/Employer shall not be responsible for any such liability of the Contractor in respect of this Contract.

92. Income Tax

As per Indian Income Tax Act & Rules, Owner is required to deduct Income Tax at source from all the payments to be made to Nonresident/ Foreign Contractor. For this purpose, the Contractor shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income tax in India before release of first payment. The Contractor will be required to submit PAN details to the Project Manager before the submission of the first bill. If the Owner orders any spare at a later date a, all applicable additional taxes & duties, if any, not included in the original price shall be to the account of Owner. Notwithstanding anything to contrary contained in the agreement/Purchase Order, Contractor/Supplier's right to payment under the contract/agreement/Purchase Order is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of a valid particulars of tax invoice under GST returns in accordance with GST Act. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both Owner and Contractor/Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the agreement/ contract, penalty / damages shall be recovered in case the Contractor/Supplier makes a default in following the agreed procedure. Contractor/Supplier shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor/Supplier shall be liable to pay the amount which may be imposed on Owner due

to such default. Contractor/Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable. Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

93. Statutory Variations

93.1 Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates/ prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in Agreed SOR formats.

93.2 For the purpose of the Contract, it is agreed that the Price as specified in the Schedule of Rates (SOR) is based on the taxes, duties, levies and charges prevailing on seven (7) days prior to the deadline set for bid submission in the country where the Site is located. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with the Change in Laws and Regulations clause hereof. However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (dispatched directly from sub vendor's works to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor

All these adjustments would be carried out by considering the base price of GST/taxes equivalent to the amount mentioned under GST/taxes column of the SOR/ PS.

93.3 However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to Owner.

94. Insurance

To the extent specified in the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, who should not unreasonably withhold such approval.

94.1 During the Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Owner shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During O&M period also (after the Construction period is over), the insurances shall be in the scope of the Contractor.

94.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.

94.3 The Contractor shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.

- 94.4 In case of any delay of the project attributable to the Contractor, the Contractor himself in consultation with Owner/Employer shall take the extension of insurance. Any financial implications shall be borne by the Contractor.
- 94.5 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance and shall at all times keep Owner indemnified against any Third-Party claims and shall arrange to settle them at the earliest. The Owner/ Employer will not be liable for any such loss or mishap.
- 94.6 All other insurance like – transit insurance (Marine/ Cargo/ others as applicable), Construction All Risk, Erection All Risk, workmen compensation, fire, third party liability, insurance against theft, Contractor's Equipments, machinery breakdown policy, business interruption insurance, Property damage Insurance & Environmental risk insurance as required during the Construction and O&M period of the Plant shall be in the contractor's scope & shall borne by the Contractor.
- 94.7 Owner shall be named as co – insured under all insurance policies taken out by the Contractor, except for the workmen compensation, third party liability and Owner's liability insurances. All insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 94.8 All the insurance cover taken for the construction and O&M period shall be seamless in nature & preferably taken from the same insurance company.
- 94.9 The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the Employer/Owner from all associated risks whatsoever.
- 94.10 The Contractor shall be responsible to take suitable insurance(s) and claim management during and till the completion of the O&M contract and indemnify the Owner from all associated risks whatsoever.

Various Types of Insurance to be taken by Contractor during Construction & O&M period:

94.11 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 Employer/ 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 Employer/ 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 Employees Contribution Card at wages payment intervals.

The Contractor shall remit and secure the agreement of Sub-Contractor to remit to the 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.

94.11 Workmen Compensation and Employer's/Owner's Liability Insurance

Insurance shall be effected for all the Contractor's employees 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.

94.12 Accident or Injury to Workmen

The Employer/ Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer/ 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.

94.13 Transit/Cargo Insurance

In respect of all items to be transported by the Contractor to the Site of Work and any consequential risks, the cost of transit insurance shall be borne by the Contractor and the quoted price shall be inclusive of this cost.

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Contractor & Owner	Ware House	Ware House + 60 Days

94.14 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 Employer's/ 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 Employer ship of such vehicles.

94.15 Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

Amount	Deductible Limits	Parties Insured	From	To
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110% of the Ex-works value of supply	Nil	Contractor, Sub contractor & Owner	Receipt at site	Upto Defect Liability period
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94.16 Comprehensive General Liability Insurance

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others 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.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site & during O&M period.

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 INR 02 (Two) Lakhs per death, INR 1.5 (One and Half) Lakhs per full disablement and INR 1 (One) Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to INR 10 (Ten) Lakhs for death.

d) 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.

e) The Contractor shall take out insurance policy in the joint name of Owner and Contractor from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

94.17 The Contractor shall also arrange suitable insurance to cover following during the O&M Period:

- Machinery Breakdown:** Electrical & or machinery breakdown of any machinery or other equipment resulting in costly repairs or even replacement of the solar panel.
- Business Interruption:** Cover for period of operational downtime i.e., covering the cash flow of the solar business as a result of an insured peril, for example fire or storm damage, machinery breakdown or equipment failure.
- Property Damage:** The insurance should cover material damage due to external causes such as fire, theft, vandalism, sabotage, hail damage, snow load, lightning strike, overload, operational mistakes, clumsiness, negligence & theft.
- Employers Liability:** Provides cover against the risk of accident from usual workplace risks such as working at height & manual handling during construction & O&M period..

100 MW (AC) Solar PV Power Project with Land at Chhattisgarh, India	Tender No <u>SECI/C&P/TD/2021/CG/100</u>	GCC Page 66 of 75	Signature of Bidder
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- e) **Environmental Risk Insurance:** Environmental damage coverage indemnifies solar system owners of the risk of either environmental damage done by their development or pre-existing damage on the development site.

94.18 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.

Amount	Deductible Limits	Parties Insured	From	To
To be indicated by the Contractor	Nil	Contractor, Sub contractor & Owner	Receipt at site	Upto Defect Liability period

95 Damage to Property or to any Person or any Third Party

- 95.1 Contractor shall be responsible for making good to any loss or any damage to structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within in the premises of all the work of the Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.
- 95.2 The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer/ Owner or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer/ Owner or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.
- 95.3 The Contractor shall indemnify and keep the Employer/ Owner harmless of all claims for damages to property other than Employer's/ Owner's property arising under or by reason of this agreement, if such claims result from the fault and/ or negligence or willful acts or omission of the Contractor, his employees, agents, representative of Sub-Contractor.

[H] LABOUR LAWS

96. Labour Laws & Indemnity Bond

- i) No labour below the age of 18 (Eighteen) Years shall be employed on the Work.
- ii) The Contractor shall at his expense comply with all labour laws and keep the Employer/ Owner indemnified in respect thereof.
- iii) The Contractor shall employ labour in sufficient numbers either directly or through Sub-Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract.

iv) The Contractor shall indemnify the Employer/ Owner against any payments to be made under and for the observance of the provisions of the aforesaid labour compliances without prejudice to his right to obtain indemnity from his Sub-Contractor's.

v) The Contractor shall also indemnify to keep the Owner/ Employer harmless from any act of omission or negligence on the part of the Labour Laws compliance in following the statutory requirements with regard to Labour laws. Against the signing of the contract, The Indemnity Bond shall be furnished by Contractor as per Format enclosed under Forms and Formats for the labour law compliance.

vi) Upon completion of the construction activities/ O&M activities, the Contractor shall obtain no – objection certificate (NOC) from local/ statutory bodies in respect to the fulfillment of all compliance related to labour law and submit a copy to the Employer/Owner prior to the final settlement

97. Void

98. Contractor to Indemnify the Employer/ Owner

98.1 The Contractor shall indemnify the Employer/ Owner and every member, office and employee of the Employer/ Owner, also the Engineer-in-Charge/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 95 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Employer/ Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document.

The Employer/ Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

98.2 Payment of Claims and Damages

Should the Employer/ Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Employer/ Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Employer/ Owner to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

98.3 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the Employer/ Owner is obliged to pay compensation to a workman employed by the Contractor in execution of the Work, the Employer/ Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Employer/ Owner under Section 12, Sub- section (2) of the said Act, Employer/ Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the Contractor whether under this Contract or otherwise. The Employer/ Owner shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the Contractor and upon his giving to the Employer/ Owner full security for all costs for which the Employer/ Owner might become liable in consequence of contesting such claim.

99. Health and Sanitary Arrangements for Workers

- 99.1 In respect of all labour directly or indirectly employed in the Works for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.
- 99.2 The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

[I] APPLICABLE LAWS & SETTLEMENT OF DISPUTES**100. Arbitration**

Normally all disputes should be settled by negotiations between the Owner and the concerned parties.

In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.

The issues/ disputes which cannot be mutually resolved through negotiations within the time stipulated above, all such disputes shall be referred to arbitration by Sole Arbitrator.

Owner shall suggest a panel of three independent and distinguished persons to the Contractor/ Supplier (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 (Thirty) Days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Owner on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/ awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties.

The Arbitration proceedings shall be in English language and venue shall be the State of the Owner as specified in the BDS/SCC. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of the Owner as specified in the BDS/SCC.

Above mentioned Arbitration clause will be applicable for the Disputes where the amount of claim is less than or equal to INR 1Crore (Indian Rupees One Crore only). For the cases of disputes where the amount of claim is more than INR 1 Crore (Indian Rupees One Crore), such disputes will be settled through commercial Courts established under the Commercial Courts, Commercial Division and Commercial Appellate divisions of High Courts act, 2015. Before going to the commercial court for settlement, such disputes be first referred to conciliation for settlement and in case of failure in conciliation, disputes be referred to the commercial courts for adjudication. In cases of funded packages, the aforesaid changes shall be implemented after concurrence of the funding agency.

FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government.

If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time.

The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

101. Jurisdiction

- 101.1 The Contract shall be governed by and constructed according to the laws in force in INDIA. The Contractor hereby submits to the jurisdiction of the Courts situated at **"State of the Owner of the Project as defined in the BDS/SCC"** for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at **"State of the Owner of the Project"** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

[J] SAFETY CODES

102. General

- 102.1 Contractor shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with Safety rules as set forth herein.

Any hazardous material used during construction or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating / working life, so that it may not affect the environment or any living being. Contractor have to comply with State Pollution Board regulation.

103. Safety Regulations

- 103.1 i) In respect of all labour, directly employed in the Work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction, Contractor shall consult with Owner's safety Engineers or Engineer-in-Charge/Project Manager and must make good to the satisfaction of the Employer/ Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Employer's/Owner's existing property.

104. First Aid and Industrial Injuries

- 104.1 i) Contractor shall maintain first aid facilities for its employees and those of its Sub-Contractor.
- ii) Contractor shall make arrangements for Ambulance Service, on requirement basis and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer/ Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor's Site Office.
- ii) All critical industrial injuries shall be reported promptly to Employer/ Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer/ Owner.

105. General Rules

- 105.1 Site is a Nonsmoking zone area. Hence, smoking within the battery area is strictly prohibited.

106. Contractor's Barricades

- 106.1 i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect: -
- a) Excavations
 - b) Hoisting Areas.
 - c) Areas adjudged hazardous by Contractor's or Employer's/ Owner's inspectors.
 - d) Employer's/ Owner's existing property subject to damage by Contractor's Operations.
 - e) Rail Road unloading spots
- ii) Contractor's employees and those of his Sub-Contractor's shall become acquainted with Employer's/ Owner's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

107. Working at Height

- 107.1 i) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- ii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iii) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 meter.
- iv) While working at the substation and for construction of transmission line Towers and their subsequent maintenance, experienced manpower should be deployed with appropriate protection Equipments, such as insulating gloves, fall arrestor etc.

108. Excavation and Trenching

- 108.1 All trenches 1.5 Meters or more in depth, shall at all times be supplied with at least one ladder for each 50 Meters length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 Meters in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

109. Demolition/ General Safety

- 109.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate should be kept available for the use of the persons employed on the Site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
 - b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
 - c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
 - f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

a) These shall be of good mechanical construction, sound materials and adequate strength and free from latent defect and shall be kept in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge/Project Manager whenever he brings any machinery to Site of Work and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge/Project Manager or safety Engineer of the Owner.

ix) Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

110. Care in Handling Inflammable Gas

- 110.1 The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the law and/ or as advised by the fire Authorities of the Owner or Administration.

111. Temporary Combustible Structures

- 111.1 Temporary combustible structures will not be built near or around work site.

112. Precautions against Fire

- 112.1 The Contractor will have to provide portable Fire Extinguishers, Fire Buckets and drums at worksite as per specifications & standards. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge/Project Manager. Temporary combustible structure will not be built near or around the work-site.

113. Explosives

- 113.1 Explosives shall not be stored or used on the Work or on the Site by the Contractor without the permission of the Engineer-in-Charge/Project Manager in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the Work they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify the Employer/Owner against any loss or damage resulting directly or indirectly therefrom. Only licensed persons shall be engaged for handling and working with explosives.

114. Preservation of Place

- 114.1 The Contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Work. In the event of the Owner requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

115. Outbreak of Infectious Diseases

- 115.1 The Contractor shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as failing which the work may be done by the Owner and the cost thereof recovered from the Contractor.

116. Use of Intoxicants

- 116.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his



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employee is forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. safety code, Indian Standard Code & OHSAS 18001 framed from time to time.



SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/ are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (GCC clause 1)	The Employer & Owner is: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India Kind Attn.: Executive Director (C & P) / Sr Manager (C & P) Telephone Nos.: - 0091-(0)11-71989256/ 71989290 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in
2.		The Engineer-in-Charge: "Shall be intimated to the successful bidder"
3.		The Time for Commissioning for the 100 MW (AC) Solar PV Project with Land handover & with all other associated equipment as per this tender document in total shall be 18 (Eighteen) Months from the Date of the Notification of Award NOA/LOA/LOI. Further Contractor is also to provide Operation & Maintenance Contract of Solar Photo Voltaic Plant for a period of 15 (Fifteen) years from the date of Operational Acceptance of the Plant.

S. No.	Stage	Reference from D
3.1	Issue of NOA/ LOA/ LOI (as applicable)	Zero Date (D)
3.2	Complete transfer of ownership of minimum 50% land in favour of the employer	<u>D + 04 Months</u>
3.3	Complete transfer of ownership of remaining of total land in favour of the employer	<u>D + 06 Months</u>
3.4	Commissioning of the Plant as stated under this Tender Document.	<u>D + 18 Months</u>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4	Location of Site (GCC clause 2.1.a)	Replace existing clause regarding location of the site with following:

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		<p><u>Land:</u></p> <p><u>a. The minimum quantum of Land required for the project is 400 Acres & bidders are required to consider this minimum Land requirement while bidding. However, bidders are required to assess judicially the total Land requirement for the project depending upon shape, Module efficiency design etc. and should bid accordingly</u></p> <p>The proposed Solar PV Project is to set up at the identified land location by the contractor in the state of Chhattisgarh, which will be identified, acquired & purchased by the contractor on employer's behalf & same shall be transferred in the name of employer, in line with the timelines & provisions of the land transfer details as stipulated in the tender documents.</p> <p>b. The total Land offered by the Bidder will be transferred in favour of the Employer, covering relevant charges including all charges, Charges related to Developed Infrastructure (if any), all fees / charges towards infrastructure development, application, approvals, clearances, registration fees, documentation fee, Stamp Duty and / or other expenditure incurred upto the execution of Sale Deed in favour of the Employer. The Land charges shall also be inclusive of all applicable Taxes, Duties and Levies payable, as of Seven (7) days prior to the date of submission of Price Bid and Employer shall not bear responsibility of the same.</p> <p>c. The following documents are required to be submitted as per the Land delivery milestones mentioned under clause 3.2 & 3.3 of the SCC above, to establish clear title of the land has been transferred to the employer:</p> <p>i. Transfer Permission by the Authority ii. Title documents along with the chain documents with the land upto 25 years iii. Ten (10) years latest Non-encumbrance certificate by Sub-registrar iv. Mutation Certificate / Entry in Land Records according to local laws v. No Dues Certificate vi. Indemnity Bond/ Undertaking as per the Employer's format in line with requirement of GCC vii. Payment receipt of Property Tax/Diversion Fee or Tax/other municipal & Development Tax as the case may be viii. Affidavit of the contractor to the effect that proper Due Diligence has been conducted with respect to the land and it is transferred to the employer in good faith & due consideration has been received by bonafide land owner.</p> <p>d. The Contractor shall indemnify and hold harmless the Employer and its employees and officers for a period up to 25 years in case of private land from the date of the transfer of the</p>
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		<p>land from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any encumbrance on the project land arising out in relation to the transfer of title of the land in favor of the Employer.</p> <p>e. If any proceedings are brought or any claim is made against the Employer arising out of the, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf at the risk and cost of Contractor. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> <p>f. The Bidder at the Bidder's own responsibility, cost and risk shall inspect, examine & purchase the land and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, the geological conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances susceptible to influence or affect their bids.</p> <p>g. Bidders shall acquaint themselves on their own responsibility with Land laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.</p> <p>h. Prospective Bidders are advised to carefully read the Tender documents along with Annexures, understand them in the proper perspective and then fill the Technical Bid Format, Commercial Bid Format and Price Bid Format (SOR).</p>
		<p><u>Add following to the existing clause:</u></p>

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5.	Liquidated Damages (GCC clause 20)	<p>20.4 The Time for Completion for whole of the facilities means the timelines provided for commissioning in line with the SCC clause No 3 above.</p> <p>20.5 No bonus will be given for earlier Commissioning of the Facilities or part thereof.</p>
6.	Contract Performance Security (GCC clause 24)	<p><u>Replace the existing clause by following:</u></p> <p>Against EPC/ LSTK & O&M Contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/Letter of Award, the successful bidder shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks in the manner as mentioned below.</p> <p>The Contract Performance Security shall be in the form of Bank Guarantee only and shall be in the currency of the Contract and will be issued in the name of the Owner as “Solar Energy Corporation of India Limited, New Delhi”</p> <p>The Contract Performance Security against this Contract need to be furnished in as mentioned below: -</p> <ol style="list-style-type: none"> 1. The value of the Contract Performance Security shall be 3% (Three) of the Contract Value (i.e., total sum of the Supply & Service Contracts). This Performance security will be valid for a total period of 201 Months (18 Months Project commissioning period) + prescribed O & M Period, i.e. 180 Months + 03 Months additional) from the date of its issuance. Envisaging the difficulty in obtaining the longer tenure of CPS in the form of BG, the successful bidder can submit Contract Performance Security in the form of Bank Guarantee with initial validity period of 36 Months and the same may be extended for the balance period or further 36 months, within 60 days of expiry of the original CPS. 2. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment. 3. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security, in such cases, the liability on account of GST will be borne by the contractor. 4. Further, any delay beyond 30 (Thirty) days shall attract delay charges @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. However, total project completion period shall remain same. Part Security shall not be accepted. Further, Owner at its sole discretion may cancel the Contract Agreement/ NOA & forfeit

		<p>100% of EMD, if applicable inclusive of GST, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from issuance of NOA/LOA/LOI.</p> <p>Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete O&M period (15 Years) subject to the approval and acceptance of the O&M period deliverables.</p>
7	Contractor's responsibility (GCC clause 32.1.3)	<p><u>Replace the existing clause by following:</u></p> <p>In the matter of connectivity of Plant to DISCOM's substation, the necessary connectivity permission & its charges along with all the other permissions and clearances and their respective charges as deemed required by the State Agency/DISCOM for Bay allocation, technical/regulatory compliance for interconnection, ROW etc will be in the scope of Contractor. The cost/charges/fees and risk towards all statutory approvals and other approvals during construction and O&M phase with State/ Central agencies like DISCOM, Transco, CEIG, CEA, SLDC, bay allocation, synchronization shall be in the scope of the contractor. However, all the necessary documents required from the Employer, as needed for the process, will be provided by the Employer. Bidders are required to consider all such Statutory costs/charges/fees into his account, while bidding. In case, any of the Statutory costs/charges/fees is to be directly paid by the Employer by virtue of its specific payment requirement, then all such Statutory costs/charges/fees will be settled by the Employer from the contractor's bills/invoices accordingly.</p>
8.	Functional Guarantees (GCC clause 43.1.1)	<p><u>Add following to the existing clause:</u></p> <p>1. During the Operational Acceptance after providing 03 chances for the PR demonstration, any shortfall in the Performance Ratio (PR) as determined through the PR Test Procedure specified in Section VII, Scope of Work and Technical Specifications, & "PERFORMANCE GUARANTEE TEST PROCEDURE", will attract imposition of penalty. For every 1% shortfall in PR below the committed PR value, a penalty of 1% of the total Contract Value (i.e., total sum of all the Supply, Service and absolute value of O & M Contract) shall be levied. In case the Contract Performance Security has already been encashed on account of any default/delays, the penalty amount will be recovered from any due payments to the contractor. In case the Plant PR Shortfall is more than 5% than the specified PR value, then the total plant will be accepted on as-is basis & the total Contract Performance Security submitted by the contractor will be forfeited & payments linked to operational acceptance will not be made.</p> <p>2. During the demonstration of yearly CUF, any shortfall from specified CUF shall attract the LD @ INR 4/kWh for each unit shortfall. The CUF shall be calculated as per the formula mentioned Section VII, Scope of Work and Technical Specifications</p>

		<p>3. In case the Project fails to generate any power continuously for 1 month any time during the O&M period, apart from the force majeure and grid outages as certified by competent authority, it shall be considered as "an event of Contractor's default". In the case of default, the entire Contract Performance Security will be forfeited & the Owner may terminate the O&M contract.</p> <p>4. Liquidated damages during O&M period against breakdown of other Infrastructure of Plant which doesn't affect the generation of power, directly such as but not limited to civil infrastructure, water supply system/network, other Infrastructure developed by the Contractor as a Scope of Work for the Project (Section-VII: Scope of Works & Technical Specifications) shall be penalized @ Rs.1000/day, per incident of breakdown reported beyond 07 Days of such reporting. Cumulative value of such penalty shall be limited to 50% of yearly O&M cost.</p> <p>5. The Liquidated Damages as specified on account of delays and on account of deviations in Functional Guarantees as above shall be assessed and levied independent of each other.</p> <p>6. The deviation charges, as per applicable regulations, for the difference in units between scheduled and actual generation shall be recovered from the contractor on following basis.</p> <p>a) In case of any deviation due to forecasting and scheduling error (above and below 15%), Contractor shall bear the cost/Penalty.</p> <p>b) In case of localized thunderstorm/sand storm, SECI shall bear the deviation charges till the time period before which the revision of scheduling is not allowed, as per applicable regulation.</p> <p>c) In case if there is a component/Machine/Inverter failure. SECI shall bear the deviation charges on account of such failure till the time period block before which the revision of scheduling is not allowed, affected as per applicable regulation. The contractor shall bear the deviation charges due to such failure beyond such time period.</p>
9.	<p>Conditions for Issue of Materials</p> <p>(GCC clause 60)</p>	No material will be issued to the contractor by the owner, SECI for this Project.
10.	<p>Training</p> <p>(GCC clause 76.6)</p>	The contractor shall provide training (free of cost) to the personnel of SECI/Nominated person of SECI for 50 (Fifty) man-days at his works/or at the mutually agreed designated place/ or at site for erection, testing, commissioning and O&M of the Project. Expenses towards travel, lodging, and boarding for the personnel shall be borne by SECI. Such training may include Class Room & hands on experience etc as mutually agreed
11.	<p>Schedule of Rates & Payments</p> <p>(GCC clause 80.1)</p>	<p><u>Add following to the existing clause:</u></p>

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		<p>All payment shall be made against invoices raised in line with the approved billing break up under individual heads of Supply, Services and Civil works. Following general payment terms will be followed which will be payable after complying the provision of ALMM clause only</p> <p>A. The payment for the Supply Portion of the First Contract (Supply Contract) shall be made as per the following terms and conditions:</p> <p>i) Interest bearing initial advance (OPTIONAL) of 10% of the Contract Value (i.e., total sum of all the Supply Contract) shall be released to the contractor upon receipt of unconditional acceptance of NOA, detailed Performa invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security. The annual interest rate shall be calculated based SBI one-year MCLR as applicable.</p> <p>ii) Seventy percent (70%) payments shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by Employer's authorized representative in original.</p> <p>* In case the Interest-bearing initial advance (OPTIONAL) of 10% of the Contract Value is not availed by the contractor, then this 10% payment amount will be payable along with the point No A ii) along with the 70% payment milestone.</p> <p>** The supply of Solar Modules & Inverters shall be scheduled in line with timelines for construction of transmission line. Any payment related to supplies will not be done by the employer till first 10 months of the award. In case transmission line gets ready, the timeline for payment against supplies will be reduced to 6 months.</p> <p>(iii) Ten percent (10%) payments shall be paid against successful erection, testing and commissioning of materials on pro rata basis at site.</p> <p>(iv) Final Ten percent (10%) payment of Supplies shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all</p>
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		<p>requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.</p> <p>B. The payment for the Service Portion of the Second Contract (Services Contract) shall be made as per the following terms and conditions. No Initial Advance Payment shall be made against the Service Portion Part.</p> <p>i) For Freight and Insurance Portion, the payment shall be made in line with Supply Portion of the Second Contract, as described in point A (ii) of this clause, without releasing any initial advance. The complete payment of the freight will be done along with the respective deliveries of the supply portion at site.</p> <p>ii) For Erection, Testing and Commissioning Portion, the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.</p> <p>(b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.</p> <p>(c) Final Ten percent (10%) payment of Supplies shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.</p> <p>iii) For Civil & Allied works portion, of the 1st contract, the payment shall be made as detailed below:</p> <p>(a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.</p> <p>(b) Ten Percent (10%) of the total price of Civil Works shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.</p>
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		<p>(c) Final Ten percent (10%) payment of Supplies shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.</p> <p>C. For the Third Contract (related to Operation & Maintenance Part), the payment shall be made as detailed below: -</p> <p>(a) Operation and Maintenance of the entire Project payment will be released on quarterly basis at the end of every quarter for each year till 15 (Fifteen) years.</p> <p>(i) Year 1: OM -1 (ii) Year 2: OM -2 (iii) Year 3: OM -3 (iv) Year 4: OM -4 (v) Year 5: OM -5 (vi) Year 6: OM -6 (vii) Year 7: OM -7 (viii) Year 8: OM -8 (ix) Year 9: OM -9 (x) Year 10: OM -10 (xi) Year 11: OM -11 (xii) Year 12: OM -12 (xiii) Year 13: OM -13 (xiv) Year 14: OM -14 (xv) Year 15: OM -15</p> <p>In case of any default, Non-Performance or breach of contractual conditions of the O&M contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Contract Performance Security.</p> <p>D. For the Third Contract (related to Acquisition & Transfer of Land), the payment shall be made as detailed below: -</p> <p><u>For Private land</u></p> <p>1. <u>Fifty Percent (50%) of the Land Cost Component of the Contract Price will be paid as under:</u></p> <p>(i) Acceptance of Notification of Award and Signing of the Contract Agreement.</p> <p>(ii) Submission of unconditional Bank Guarantees towards Contract Performance Securities.</p>
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		<p>(iii) Submission of documents related to Land.</p> <p>(iv) Submission of application to State Nodal Agency for in-principle approval of state agency for availability of land or Acceptance of proposal/ application to State Nodal by state agency.</p> <p>(v) Successful completion of transfer of 50% of the total quantum of offered land on Transfer/Acquisition/Registration of Sale Deed in favor of SECI Ltd and as per law for the same.</p> <p>2. <u>Balance Fifty Percent (50%) of the Land Cost Component of the Contract Price will be paid as under:</u></p> <p>(i) Fulfillment of Conditions mentioned at Clause D 1. (i), (ii), (iii), (iv), (v) above.</p> <p>(ii) Submission of documents related to Land.</p> <p>(iii) Submission of application to State Nodal Agency for in-principle approval of state agency for availability of land or Acceptance of proposal/ application to State Nodal by state agency.</p> <p>(iv) Successful completion of transfer of remaining 50% of the total quantum of offered land on Transfer/Acquisition/Registration of Sale Deed in favor of SECI Ltd and as per law for the same.</p> <p>Notes: In case the contractor is not able to Successfully Transfer/Acquisition/Registration of Sale Deed in favor of SECI Ltd for the remaining quantum of offered land, then its Proportionate CPS will be encashed.</p> <p>E. All the payment shall be released from Owner's Head Office, New Delhi upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, WCC, MRN, commissioning certificate, handing over certificate, Insurance, PF, ESI, etc as required and mentioned against each Milestone payment, duly certified by the authorized representative of the Employer/Owner.</p>
12	<p>Taxes & Duties - Goods & Service Tax (GCC clause 91)</p>	<p><u>Add the following to the existing clause:</u></p> <p>Exemption of GST or any other taxes and duties (if applicable) on Items Manufactured for Grid Connected Solar Photo Voltaic Power Generation Projects</p> <p>As per extant guidelines of Department of Revenue, Ministry of Finance, Govt. of India, the benefits of exemption of GST or any other taxes and duties (if applicable on items manufactured for grid connected Solar Photo Voltaic Power Generation Projects) may be available for the items to be supplied under the contract, Bidder may appraise itself of the relevant policies and quote accordingly. The Employer shall issue the requisite certificate (if required) as specified in the relevant policy of Govt. of India. However, if the certificate is required to be</p>

SECI's own 100 MW (AC) Solar PV Power Plant with Land having 15 years plant O&M at Chhattisgarh, India

		<p>issued by any department/ ministry of Government of India or State Government where the Project is located other than Employer, the Bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue recommendatory letter to the bidder. The Bidder shall be solely responsible for obtaining the benefits of exemption on excise duty GST or any other taxes and duties (if applicable) on the items to be supplied under the contract from the Govt. of India. In case of failure of the bidder to receive the benefits partly or fully from Govt. of India or in case of delay in receipt of such benefits, the Employer shall neither be responsible nor liable in this regard in any manner whatsoever.</p>
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Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning
and O&M of 100 MW (AC) Solar PV Project with Land at Chhattisgarh, India

SECTION - VII

A. SCOPE OF WORKS

100 MW (AC) Solar PV Power
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**Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning
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1 Project Particulars

Particulars	Description
Design & Engineering	
Cumulative AC Capacity	100 MW (AC)
Minimum Cumulative DC Capacity	145 MWp
Minimum AC Capacity at Single Location	50 MW (AC)
Minimum DC Capacity at Single Location	72.5 MWp
Cell / Module Technology	Multi-crystalline or Mono-crystalline
Origin of Supply Items	As per Public Procurement (Make In India) Order 2017 dated 15 June 2021 and subsequent amendments, if any
Module Mounting Structure (MMS) Type	Fixed Tilt
Design life of power plant	25 Years
O&M period	15 Years
Land	
Scope	EPC Contractor
Minimum Cumulative Land Required	400 acres – To be transferred in the name of Employer
Electrical Interconnection	
Interconnection Voltage Level	132 kV
Transmission Line	Single Circuit – For AC Capacity ≤ 75 MW; Double Circuit – For AC Capacity > 75 MW
Power Transformer (33 / 132 kV) Capacity	Rating shall be chosen such that at least 50% of individual plant capacity can be evacuated in case of breakdown of any Power Transformer
Performance Parameters	
Performance Ratio at 132 kV Plant End	
Capacity Utilization Factor at Substation End	25.3%
Other Details	
Water and Power for Construction	To be arranged by the Contractor

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