

## Section –II: Instructions To Bidders

Any Bidder from a country which shares a land border with India will be eligible to bid in this NIT only if the Bidder is registered with the Competent Authority specified in Annexure-I of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020 and various amendment/clarification issued in this regard. The Bidders for the purpose of compliance and its procedure for registration from Competent Authority etc. as mentioned in above order are attached as **Annexure-10 of Section –V**. The Bidder has to submit the undertaking as per **Attachment -16** regarding compliance of above mentioned order. In case the undertaking given by the Bidder whose NIT has been accepted by the Employer is found false at the later stage, this would be a ground for immediate termination and further legal action shall be taken in accordance with law.

### **2.32 INELIGIBILITY FOR PARTICIPATION IN RE-TENDER**

- 2.32.1** If a Bidder after opening of tenders where EMD is NIL/not applicable or exempted for such Bidders as per policy guidelines of Government of India, withdraws or modifies its offer within the validity period of the offer, then such Bidder shall be treated as ineligible for future tenders issued by RECPDCL for the period of 01 year from the date of default as notified by RECPDCL.
- 2.32.2** If a Bidder after having been issued the Letter of Award of the package where EMD is NIL/Not applicable or exempted for Bidder as per policy guidelines of Govt. of India, either does not accept the Letter of Award within stipulated time or does not sign the Contract Agreement or does not submit an acceptable Contract Performance Security as stipulated in CC clause 3.48, then such Bidder shall be treated ineligible for participation in re-tendering of this particular tender.

**\*\*\*\*\*END OF SECTION\*\*\*\*\***

**SECTION – III**

**CONDITIONS OF CONTRACT**

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### 3.1 DEFINITIONS

The following words and expressions shall have the meanings hereby assigned to them.

- 3.1.1 **“Authorized Representative”** shall mean any authorized personnel of the Employer or the contractor to perform the duties and obligations of the Contract as the context may require.
- 3.1.2 **“Applicable Law”** shall mean any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 3.1.3 **“Bid”** shall mean the Techno Commercial bid and the Price bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this NIT, in accordance with the terms and conditions hereof.
- 3.1.4 **“Bought out items”** shall mean the items purchased by the Contractor for the purpose of supply as covered under Contract Agreement.
- 3.1.5 **“Commercial Operation Date (COD)”** shall mean the date as defined in the relevant clause (s) in the RfS Document.
- 3.1.6 **“Contract/ Contract Agreement/ Agreement”** shall mean the Agreement entered into between the Employer and the Contractor signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.1.7 **“Contract Document”** shall mean collectively the documents listed in Clause 3.3 including any amendments thereto.
- 3.1.8 **“Contractor/EPC Contractor”** means the successful Bidder whose bid to perform the Contract has been accepted by the Employer for issue of the Letter of Award and is named as such in the Contract Agreement and includes the legal Successors or permitted assigns of the Contractor.
- 3.1.9 **“Contractor’s Equipment”** means all Plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind that are to be provided by the Contractor and required in or for installation, completion of the Facilities and maintenance thereof, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 3.1.10 **“Contract Price”** means the firm sum specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

- 3.1.11 **“Contract Year”** shall have the same meaning as defined in the RfS Document.
- 3.1.12 **“CTU” or “Central Transmission Utility”** shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Act i.e Power Grid Corporation of India Limited (PGCIL).
- 3.1.13 **“Declared Net Annual Guaranteed Generation (NAGG)”** shall mean the units of electrical energy quoted by the contractor in Attachment-10 of this bid document.
- 3.1.14 **“DISCOM”** means Power Distribution Company of the state, responsible for distribution of Electrical power in the region and associated activities.
- 3.1.15 **“Drawings”, “Plans”** shall mean all Drawings or Plans submitted by the Contractor with his Bid, Drawings, Engineering data and Plans submitted by the Contractor during the progress of the work.
- 3.1.16 **“Effective Date of the PPA”** shall mean the date as on 30th day from the date of issuance of Letter of Intent (LOI) by UPNEDA to RECPDCL as per RfS Document.
- 3.1.17 **“Employer’s Representative”** shall mean any person, persons or consulting firm appointed by the Employer to supervise the work, inspect and examine workmanship and test materials/equipment to be supplied.
- 3.1.18 **“Engineer-in-Charge” or “EIC”** means the person appointed by the Employer to perform the duties delegated by the Employer.
- 3.1.19 **“E-Procurement Website”** shall mean RECPDCL E-Tendering Portal i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)
- 3.1.20 **“Equipment”, “Stores” and “Materials”** shall mean and include plant & equipment, stores and materials to be supplied by the Contractor under the Contract.
- 3.1.21 **“EPC Contract Price”** means sum value of contract prices for the First and Second Contracts.
- 3.1.22 **“Facilities”** shall mean all Plant and Equipment, Tools and Works to be supplied, erected, tested and commissioned as well as pre-commissioning, commissioning and all related services to be carried out in accordance with the contract by the Contractor under this Contract.
- 3.1.23 **“Final Acceptance”** shall be as defined in Clause No. 3.41.1 of the Bid Document.
- 3.1.24 **“CC”** shall mean the Conditions of the Contract under which the current project is executed/ operated.
- 3.1.25 **“Guarantee Test(s)”** means the test(s) specified in the Technical Specifications to be



carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Performance Guarantees as specified in the Technical Specifications.

- 3.1.26 **“IEEMA”** shall mean the “Indian Electrical & Electronics Manufacturers’ Association”.
- 3.1.27 **“Implementing Agency (IA)” or “Solar Park Implementing Agency” or “SPIA”** shall have the same meaning as defined in the RfS Document.
- 3.1.28 **“Inspector”** shall mean the Employer or any other person nominated by the Employer from time to time, to inspect the equipment, stores and the works under the Contract and/or the duly authorized representative of the Employer.
- 3.1.29 **“Installation Services”** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance (s), inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all use structural and construction materials required), installation including civil and allied works etc., testing, pre-commissioning, commissioning, PG Test, operation, maintenance, the provision of operations and maintenance manuals, training of Employer’s Personnel etc.
- 3.1.30 **“Interconnection Point/Delivery Point /Metering Point”** shall have the same meaning as defined in the RfS Document.
- 3.1.31 **“Labourer”** shall mean all categories of labour engaged by the Contractor, his sub-Contractors and his piece workers for work in connection with the execution of the work covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
- 3.1.32 **“Letter of Award”** shall mean the official notice issued by the Employer notifying the Contractor that his bid has been accepted.
- 3.1.33 **“MNRE”** shall mean the Ministry of New and Renewable Energy, Government of India.
- 3.1.34 **“Manufacturer’s Works” / “Contractor’s Works”** shall mean the place of work used by the manufacturer, the Contractor or the Sub-Contractors for the performance of the work.
- 3.1.35 **Operational Acceptance** means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfillment of the Contract in respect of **Performance Guarantee Test** of the Facilities.
- 3.1.36 **“Operation & Maintenance” or “O&M”** shall mean operation and maintenance of the entire Solar Power Plant which inter-alia include provisions of manpower, spares, special tool or such material/equipment that may be required for maintaining the Solar Power Plant in

operation including Scheduling, Forecasting and Deviation Settlement.

- 3.1.37 **“Party”** shall mean the Employer or the Contractor, as the context requires.
- 3.1.38 **“Person”** shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not. ‘Singular’ or ‘masculine’ includes ‘plural’ or ‘feminine’ and vice-versa in their respective context.
- 3.1.39 **“PPA”** shall mean the Power Purchase Agreement signed between the Employer and Implementing Agency in accordance with the terms and conditions of the standard PPA enclosed with RFS Document.
- 3.1.40 **“Plant and Equipment”** shall mean permanent plant, equipment, machinery, apparatus, system, articles and things of all kinds to be provided and incorporated in the facilities by the Contractor under this Contract including the spare parts, tools and tackles to be supplied by the Contractor but does not include Contractor’s equipment.
- 3.1.41 **“Project”** shall be Cumulative Capacity of 125 MW<sub>AC</sub> (50 MW<sub>AC</sub> AND 75 MW<sub>AC</sub>) Solar PV plant along with three (03) years O&M as per scope specified in the bid document.
- 3.1.42 **“Project Commissioning” or “Commissioning”** The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA.
- 3.1.43 **“Purchaser”/ “Employer” / “Owner”/ “Corporation”/“RECPDCL”** shall mean the RECPDCL including its legal representatives, successors, executor and permitted assigns.
- 3.1.44 **“RfS Document”** shall mean the Request for Selection document published by UPNEDA vide RfS No. 01/UPNEDA/Solar Park/RfS/2021 dated 29.01.2021 including all its enclosures and subsequent Amendments/Clarifications thereto.
- 3.1.45 **“SCOD” or “Scheduled Commercial Operation Date”** shall be the date as on 12 months from the RECPDCL Date of Issue of Work Order.
- 3.1.46 **“Specifications”** shall mean collectively, all the terms and stipulations contained in this Bid Document including the conditions of Contract, technical specifications and Annexure thereto and list of corrections and amendments.
- 3.1.47 **“Site”** shall mean and include the land on, under, in, or through which the works are to be executed or carried out and such lands as may be specified under the contract to be used by the Contractor or Employer in the performance of the Contract.
- 3.1.48 **“STU”** shall have the same meaning as defined in the RfS Document.
- 3.1.49 **“Subcontractor”** including vendors, means any person, firm or company to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and

Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

3.1.50 **“SPD”** shall mean Solar Power Developer.

3.1.51 **“Technical Requirements/Technical Specifications/”** shall mean technical details requirements as specified in Section-IV (Technical requirements) of this Bid Document.

3.1.52 **“Tender Document/Bid Document”** means all the Sections of this document, including its Annexure, Addendums, Clarifications, Amendments (if any) issued by Employer.

3.1.53 **“Week”** shall mean a continuous period of 7 (seven) days.

3.1.54 **“Works”** means and includes the Plant & Equipment to be supplied and the Scope of works to be executed as defined and set out in the specifications and includes all extra work, additions, substitutions and variations ordered by the Engineer - in - Charge in accordance with the provisions of the Contract and any other items not specifically written but essential to complete the entire activity defined in the Contract.

3.1.55 **“Zero Date (ZD)”** shall mean the date on which letter of handing over land to the contractor by the employer which shall be based on handing over of the land by SPIA/LSPDCL (Lucknow Solar Power Development Corporation Limited) on as is where is basis.

3.1.56 **“HSE”** shall mean Health, Safety and Environment

### **3.2 GENERAL USAGE OF LANGUAGE AND INTERPRETATION**

3.2.1 Conditions of Contract shall be read in conjunction with the Notice Inviting Tender (NIT), Instructions to Bidders (ITB), Technical Specifications, Quality Assurance plan and any other document forming part of this contract, wherever the context so requires.

3.2.2 Words imparting ‘persons’ shall include firms, companies, Employers and association or body of individuals, whether incorporated or not.

3.2.3 Any error in description, quantity in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.

3.2.4 **Headings, Marginal notes and captions:** The Headings, Marginal Notes and Captions to any Clause of the Contract shall not limit, alter or affect the meaning of the specifications or conditions of bidding. These have been provided for the facility of references only and shall not affect or control the construction of the Contract.

3.2.5 **Language and measurement:** All documents pertaining to the Contract, including specifications, schedules, notices, correspondences, operation and maintenance instructions, drawings or any other documents shall be written in English language. The Metric system of

measurement shall be used exclusively in the Contract.

- 3.2.6 Unless otherwise specifically mentioned, the references of Clause No given under various clauses shall be deemed to be pertaining to this Bid Document.

### **3.3 CONTRACT DOCUMENT**

- 3.3.1 The term Contract document shall mean and include the following (including subsequent amendments, if any) which shall essentially form an integral part of the contract.

- i) Contract Agreement
- ii) Bid Document including subsequent amendments/clarifications, if any.
- iii) Contractor's Bid Proposal along with Bid Response Sheets, Annexure, etc.
- iv) Letter of Award (LoA), duly accepted by you together with its amendments, if any.
- v) Final/Approved Quality Assurance Plans for manufacturing and site/field activities for all major/critical items.
- vi) Integrity Pact
- vii) Activity Chart/Project Schedule
- viii) Manpower Chart
- ix) Any other document forming part of the Contract

- 3.3.2 All the aforesaid documents shall form an integral part of the Contract, in so far as the same or any part thereof conform to the Bid Document and what has been specifically agreed to by the Employer and brought out in Letter of Award issued by the Employer. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the Contractor in its Bid but not agreed to specifically by the Employer in its Letter of Award shall be deemed to have been withdrawn by the Contractor.

- 3.3.3 In case of any contradiction in any of the terms & conditions to the extent that the two provisions cannot co-exist, the following shall prevail in order of precedence.

- i) Contract Agreement
- ii) Letter of Award
- iii) Technical Specifications
- iv) Conditions of Contract
- v) Instructions to Bidder
- vi) Any other document

### **3.4 USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 3.4.1 The Contractor, without the Employer's prior written consent, shall not disclose the Contract, or any provisions thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than the person employed by the Contractor in the performance of the Contract. Disclosures to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 3.4.2 The Contractor, without the Employer's prior written consent, shall not make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 3.4.3 Any document, other than the Contract itself, enumerated in various Contract documents, shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the contract if so required by the Employer.
- 3.4.4 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs and other reproductions of the works under the Contract or descriptions of the site, dimensions, quantity, quality or other information concerning the works unless prior written permission has been obtained from the Employer.

### **3.5 SCOPE OF THE CONTRACT**

- 3.5.1 The contractor's obligations under the contract shall include Design, Engineering, Supply, Erection, Testing, Commissioning and O&M for Three Years of 125 MW<sub>AC</sub>(50 MW<sub>AC</sub> & 75 MW<sub>AC</sub> of Solar Power Project at Kanpur Dehat and Jalaun District in Uttar Pradesh on turnkey basis completely covering the scope of supply & services and associated activities as described in this Bid Document.
- 3.5.2 All Works to be carried out under this contract shall be in accordance with the requirements, conditions, appendices etc. given in Technical Requirements/ Specifications (Section-IV) together with those stated in other Sections/Sub-sections of this Bid Document, which shall be considered as a part of this volume completely as if bound herewith. Further, all the works to be carried out under the scope should also comply all the technical requirements of RfS document issued by the Implementing Agency for this project.
- 3.5.3 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract

### **3.6 CONSTRUCTION OF THE CONTRACT**

- 3.6.1 Notwithstanding anything stated elsewhere in the Bid Document, the Contract to be awarded shall be on the following basis on a single source responsibility

**1. "FIRST CONTRACT"** i.e. "Supply of all Plant and Equipment at site complete in all respect" for 125 MW<sub>AC</sub> (50 MW<sub>AC</sub> & 75 MW<sub>AC</sub>) Solar PV Power Project.

**2. "SECOND CONTRACT"** i.e. "Erection, Testing, Commissioning of Plant & Equipment, Performance Demonstration and Operational Acceptance including, Unloading, Handling at Site, Insurance Covers, Storage of the Plant & Equipment supplied under First Contract and all Civil, Architectural & Structural Works complete in all respect". This Contract shall also cover all activities other than those in the scope of the "First Contract", including but not limiting to Design,

Engineering and Procurement Services.

**3. “THIRD CONTRACT”** i.e. “ Operation & Maintenance of the Solar PV Power Project for 03 years from the date of Operational Acceptance including O&M spares and consumables”. The O&M contract would be effective from the date of Operational Acceptance as per scope provided in the Technical Specifications under Bid Document

3.6.2 A breach in the performance of any of the above contracts mentioned at Clause No 3.6.1 above shall be considered as a breach in performance of the other contracts, which shall confer a right to RECPDCL to terminate the other contracts also at the risk and cost of the Contractor without prejudice to other rights, RECPDCL may have as per terms & conditions of respective order.

3.6.3 Entire responsibility with regard to Design, Engineering, Supply, Erection, Testing, Commissioning and O&M for Three Years of 125 MW<sub>AC</sub> (50 MW<sub>AC</sub> & 75 MW<sub>AC</sub>) of Solar Power Project at Kanpur Dehat and Jalaun District in Uttar Pradesh will remain with Contractor irrespective of the modality of the contracts and the Contractor shall coordinate all activities for smooth and timely completion of the project in such a manner, as if there has been no split in the scope.

### **3.7 AMENDMENT**

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

### **3.8 POWER TO VARY OR OMIT WORK**

- a) No alterations, amendments, omissions, additions, subtractions, or variations of the work (hereinafter referred to as “variation”) under the contract shall be made by the Contractor except as directed by the Employer.
- b) If any suggested variations would, in the opinion of the Contractor, if carried out prevent it from fulfilling any of its obligations or guarantees under the Contract, it shall notify the Employer thereof in writing and the Employer shall decide forthwith whether or not the same shall be carried out and if Employer confirms its instruction, the Contractor shall carryout the work as per instructions.
- c) The differences in cost, if any, occasioned by such variations, shall be added to or deducted from the Contract Price, as the case may be
- d) In the event of the Employer requiring any variations, reasonable and proper notice shall be given to the Contractor as well, to enable it to make arrangements accordingly, and in cases where goods or materials are already prepared/procured, or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Employer.

- e) In every case in which the contractor shall receive instructions from the Employer for carrying out any work, which either then or later, will in the opinion of the Contractor involve a claim for additional payment, the Contractor shall as soon as reasonably possible after the receipt of such instructions, inform in writing the Employer of such claim for additional payment.

### **3.9 CONTRACT AGREEMENT**

- 3.9.1 The Contract Agreement(s) will be signed in two (2) originals on non-judicial stamp paper of appropriate value within twenty-one (21) days of issue of Letters of Award. Signing of the Contract Agreement will be done at office of RECPDCL. The Contract Agreement shall be signed only after Contractor provides Contract performance cum Security Guarantee (CPSG) to the Employer as per information specified in Clause 3.48 of the Bid Document and completes other activities which are required to be carried out by the contractor prior to signing of Contract Agreement as per the Bid Document. The format for Contract Agreement is specified in Annexure 1 of Section-V: Bid Response Sheets and Annexures.
- 3.9.2 Unless and until a formal Contract Agreement is prepared and executed, Letter of Award, in conjunction with the Bid Document will constitute a binding Contract. After signing of the Contract Agreement, 10 (Ten) true hard copies of the same shall have to be made by the Contractor and shall be submitted to the Employer along with the soft copy within 30 days from the date of signing of the Contract Agreement.

### **3.10 ASSIGNMENT AND SUBLETTING OF CONTRACT**

- 3.10.1 The Contractor shall not assign, sublet or sub-contract any part of the contract without prior specific written approval by the Employer other than to those vendors/ sub-contractors already identified/qualified/approved in the contract. Such Assignment/sub-letting/sub-contracting under the contract as above without prior written approval of Employer shall be void. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract. The contractor shall notify the Employer in writing of all sub contracts awarded under the contract, if not already specified in his bid.
- 3.10.2 In case, the Contractor engages any Sub-Contractor to carry out a part of the work, the Sub-Contractor should have requisite Government License as applicable for carrying out such part of the work.

### **3.11 CONTRACTOR'S VENDORS /SUPPLIERS/ SUBCONTRACTORS**

- 3.11.1 Save for any material/minor details/parts of the equipment/services for which origin/makes are identified in the contract, the Contractor shall not procure equipment/services or part thereof for incorporation in his supplies/services from other vendors/suppliers/sub-contractors without applying in writing to the Engineer-in-Charge for his examination and getting his prior written approval thereon. Any change in the vendors/suppliers/sub-contractors already identified in the contract as per the Clause no. 4.2.4.4 of Section (IV) shall also be subject to approval by the Engineer-in-Charge. If the Contractor finds it necessary to have vendors/suppliers/sub-contractors for additional items/materials or to change the already identified (in the contract)

vendors/suppliers/subcontractors, the relevant application to the Engineer-in-Charge shall include the experience list of such equipment vendors/suppliers/sub-contractors of such materials/equipment. Any approval by the Engineer-in-Charge for any of the vendors/suppliers/sub-contractors of the Contractor shall not relieve the Contractor from any obligation, or responsibility under the contract.

- 3.11.2 The contractor shall furnish, for such bought out items/components, a copy of the Purchase Order without price details but together with detailed purchase specifications, quality plans and delivery conditions to the Engineer-in-Charge.

### **3.12 RESPONSIBILITIES OF THE CONTRACTOR**

- 3.12.1 The Contractor shall design, procure/ manufacture (including associated purchases and/or subcontracting), install, commission and complete the Facilities, carry out the Operational Acceptance tests and Operation and Maintenance (O&M) of the entire plant for the prescribed period with due care and diligence in accordance with the Contract provisions.
- 3.12.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer and assessed by himself at the site location, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it only after proper due diligence relating to the Facilities prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- 3.12.3 The Contractor shall acquire, on behalf of Employer, in the name of the Employer, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country/state where the Site is located that are necessary for the setting up of the plant mentioned under the Contract. In this regard, any document required from Employer shall be intimated by the Contractor to the Employer at least 21 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use.
- 3.12.4 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service authorities in the country where the Site is located that are necessary for the Performance of the Contract, including, but not limited to, the right of way for the access to site and laying down of HT cables/lines as applicable, and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under Clause No 3.13 of this Bid Document hereof and that are necessary for the Performance of the Contract.
- 3.12.5 Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time. In this regard, contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Employer. However, all the documents required from Employer, as needed for the process, will be provided by Employer. The demand of such documents shall be made to the Employer at least 10 days in advance.



Similarly, contractor shall take into account of all the Input Tax Credits (ITC) available to the Facilities or during Operation and Maintenance Contract while quoting its prices as per the provisions of GST Act.

- 3.12.6 The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- 3.12.7 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified personnel for Erection, Testing, Commissioning and Operation & Maintenance of the Plant; shall supply and make available all raw materials, spares, other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Commissioning, Performance Guarantee Tests/Operational Acceptance Test, all in accordance with the provisions of the bid document within the time specified under Clause No. 3.17 (Timelines) hereof and in the manner thereupon specified in the bid document.
- 3.12.8 The Contractor shall be responsible for the Operation & Maintenance of the Facilities after Commissioning and related operation of the plant till the Operational Acceptance is achieved before proper hand over of the site by contractor.
- 3.12.9 On completion of the work, the Contractor shall inform the Engineer-in-Charge in writing about the Date of Completion and shall request him for a Completion Certificate. No such certificate will be given nor shall the work be considered as completed, until the Contractor has removed from the premises on which the work has been executed, all surplus materials and rubbish, which he may have had possession/generated for the purpose of the execution thereof and the area is fully cleared to the satisfaction of the Engineer-in-Charge and if the Contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-Charge may do so and may sell such scaffolding and materials as have not been removed by the Contractor and the expenditure so incurred shall be recovered from the Contractor's outstanding dues. The Contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid.

### **3.13 RESPONSIBILITIES OF THE EMPLOYER**

- 3.13.1 The Employer shall provide all information and/or data to be supplied by the Employer as described in the Scope of Works and Supply by the Employer to the Contractor, except when otherwise expressly stated in the Contract.
- 3.13.2 The Employer shall enter into Right to Use/Lease Agreement with the Implementing Agency/SPIA within the timeline and in accordance with the provisions of the RfS document. Within 07 days of getting possession/allotment of land from the SPIA, the Employer shall

handover the land to the contractor.

3.13.3 The Employer shall pay fees for all permits, approvals and/or licenses from all local, state or national government authorities or public service authorities in the country where the Site is located for the plant establishment, which such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract as specified in the Scope of the Bid Document.

3.13.4 If requested by the Contractor and upon Employer's sole discretion, the Employer shall assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings required for the Contractor.

### **3.14 PATENT RIGHTS AND ROYALTIES**

The Contractor shall at all-time indemnify RECPDCL against all claims which may be made in respect of the plant and machinery for infringement of any right protected by patent, trademark, intellectual Property rights and / or industrial design rights arising from use of the Goods or any part thereof in India and / or other country. Provided always that in the event of any claim in respect of any alleged breach of patent, trademark, intellectual Property rights and / or industrial design rights arising from use of the Goods or any part thereof in India and / or other country made against RECPDCL, the same shall be notified to the Contractor and Contractor shall at his own cost either settle such dispute amicably or conduct any litigation that may arise there from.

### **3.15 EFFECTIVENESS OF CONTRACT**

The contract shall be considered as having come into force from the date of issuance of Letter of Award by RECPDCL to the Contractor unless otherwise provided in the Letter of Award.

### **3.16 TIME - THE ESSENCE OF CONTRACT**

The time and the date of successful completion of scope of work as stipulated in the contract by RECPDCL without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the contract for all intents and purposes. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to in the Contract.

### **3.17 TIMELINES**

3.17.1 All works envisaged in this Contract shall be completed within the time limit specified at Clause No 3.17.2 below with or without modifications, if any, and so incorporated in the Letter of Award and no deviation shall be allowed whatsoever. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to in the timeline schedule. The time for completion of his works contracted for, shall be reckoned from the date of issue of the Letter of Award (LoA) by the Employer unless otherwise provided in the LoA. The Contractor's liability for delay in completion shall be as stipulated under the Clause No. 3.49 (Liquidated Damages for EPC Contract) of Section III:

Conditions of Contract of this bid document.

3.17.2 Entire scope of supply and works under this contract shall be completed within the timeline as mentioned below:

<b>Sr. No.</b>	<b>Stage</b>	<b>Reference from Zero Date (ZD) (In Days)</b>
1)	Date on which letter issued to the contractor for handing over of land by the employer which shall be based on handing over of the land by SPIA/LSPDCL (Lucknow Solar Power Development Corporation Limited) on as is where is basis	ZD
2)	Commencement of site development work	ZD + 30
3)	Submission of DPR for the Project	ZD + 45
4)	Completion of fencing work of the project area.	ZD + 60
5)	Completion of Site development Work	ZD + 70
6)	Commencement of Civil Work	ZD + 75
7)	Completion of supply of major balance of Items (MMS, Power Conditioning Units, Transformers, cables etc.)	ZD + 225
8)	<b><i>Completion of Erection of 50% Modules</i></b>	ZD + 255
9)	Completion of Civil Work & Erection of MMS as per agreed schedule	ZD + 255
10)	Completion of Civil Work for Inverter Room, Control room, Switchyard & general civil work as per agreed schedule	ZD + 255
11)	<b><i>Completion of supply of Solar PV Modules as per agreed schedule.</i></b>	ZD + 265
12)	<b><i>Completion of Erection &amp; Interconnection of Modules</i></b> as per agreed schedule	ZD + 280
13)	Installation and interconnection of all DC & AC circuit	ZD + 295
14)	Interconnection of entire Plant & Testing	ZD + 300

15)	Commissioning of Entire Plant in line with the procedure elaborated in Standard PPA document	ZD + 300
16)	Operational Acceptance Test	ZD + 430
17)	Final Acceptance	ZD + 450

**Note:**

The contractor shall submit activity wise Project Master Schedule (PMS) i.e. L1 schedule including all the activities mentioned above along with the bid and Project co-ordination schedule (PCS) i.e. L2 schedule within 21 days after the date of issue of Letter of Award by the Employer as per Clause No 3.21.3.

- 3.17.3 The contractor shall provide the full program of supply in details and delivery schedule along with work schedule thereto. Strict adherence and guaranteed delivery schedule mentioned in terms and conditions shall be the essence of the contract and delivery schedule must be maintained.

### **3.18 PROTECTION AT WORK**

The contractor shall have total responsibility for protecting his work till it is finally taken over by the Employer. No claim will be entertained by the employer for any damage or loss to the contractors' works and the contractor shall be responsible for the complete restoration of the damaged work to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's work occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works, the same shall be resolved amicably by the Contractor with other party. The contractor shall not cause any delay in the repair of such damaged work because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

### **3.19 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY**

- 3.19.1 The contractor shall be responsible for any damage resulting from his operations. The Contractor shall also be responsible for protection of all persons including members of public and employees of the Employer and the employees of other contractors and sub-contractors and all public and private property including structures, building, other plants and equipment and utilities either above or below the ground.
- 3.19.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property inside the plant premises. The contractor shall be responsible to give reasonable notice to the Employer and the employers of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his work and shall

make all necessary arrangements with such Employers, related to removal and/or replacement or protection of such property and utilities.

### **3.20 WORK EXECUTION**

3.20.1 All the work shall be executed in strict conformity with the provisions of the contract documents, explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour, throughout the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall, at all times during execution of the Contract, carry out the work with such labour force and equipment as are sufficient to complete it within the specified completion period. Engineer-in-Charge reserves the right to direct the Contractor to supplement the construction plant capacity, change sequence and method of operation and/or increase the manpower employed to execute the contract, if it is felt that the same is not sufficient achieving the completion target of the work as per schedule, without any extra cost to the Employer. In case temporary supply from DISCOM is limited or not available, Suitable alternative with DG sets shall be arranged by Bidder at own cost. The fuel and consumable shall be also in the scope of bidder.

3.20.2 **REPRESENTATIVE OF EMPLOYER:** - Within seven (07) days of the signing of Contract Agreement, the Employer shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge (herein after referred as EIC). The Employer may from time to time appoint some other person as the Engineer- in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Engineer-in-Charge shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided in the contract.

3.20.3 **REPRESENTATIVE OF CONTRACTOR:** -

- a) Within seven (07) days of issue of LOA by the Employer, the Contractor shall appoint a senior level executive as the ***“Project Manager”*** for Project Planning, execution and management who shall be the single point of contact for all issues related to design & engineering, dispatch, civil, architectural and structural works, erection, testing commissioning and Performance Guarantee Test of the equipment. The appointed Project Manager should have experience in independently handling at least one similar project.
- b) From the commencement of installation of the Facilities at the Site until completion of facilities, the Contractor shall appoint a suitable person as the ***“Construction Manager”***. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout the execution of the Project for proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed by the contractor to act as his or her deputy.
- c) During the execution of the contract, such persons appointed by the Contractor shall report to

the Engineer-in-Charge or his authorized representative, for smooth execution and timely completion of the work.

#### **3.20.4 CONSTRUCTION POWER & WATER SUPPLY**

- i. The Contractor has to arrange Construction Power and water at the site for construction & operation purpose at its own cost.
- ii. Cost of electricity required during construction shall be payable by the Contractor. For construction, temporary connection for construction power from DISCOM shall be arranged by the Contractor as per applicable tariff.

#### **3.20.5 CONTRACTOR'S OFFICE AT SITE**

- a) The Contractor shall also provide and maintain an office at the site for the Contractor's staff and the Employer's Officials. Such office shall be open at all reasonable hours to receive instructions, notices or other communications. The contractor shall also provide office space for Employer's officials properly equipped with basic facilities such as office furniture, with requisite number of ACs of adequate capacity (min 1.5 Ton capacity), washroom, drinking water dispenser, at least two computers along with the computer tables, high speed internet connectivity and other necessary amenities which shall be finalized in consultation of the Employer after award of the contract. The office should have at least one (1) room with minimum 2 tables, 5-6 revolving chairs with wheels and with provision for adjustment of height (hydraulically/gas lift) and proper sanitary arrangement. The contractor shall construct the site office within two (02) months from the date of issue of LOA otherwise the Employer reserves the right to withhold any amount at its discretion from due payment to Contractor.
- b) The Contractor shall deploy sufficient number of qualified engineers and staff to carry out the work and they shall be available at work sites during execution of the project. The Contractor shall provide and deploy only qualified engineers, staff and technical personnel who are skilled and experienced in their respective area of specialization and supervisory staff who are competent to adequately supervise the work at hand. The Contractor shall supply to the Employer a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities before signing of contract agreement. The chart shall include the identities of the key personnel to be deployed for execution of works. The Contractor shall promptly inform the Employer in writing of any revision or alteration of such an organization chart. The contractor shall ensure the deployment of manpower as finalized above.

#### **3.21 CONTRACTOR'S FIELD OPERATION**

- a. The contractor shall keep the EIC informed in advance regarding his field activity plans and schedules for carrying out each part of the work. Any review of such plan or schedule or method of work by the EIC shall not relieve the contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the EIC or the Employer or any of his representatives and no claim of the contractor will be entertained because of the failure

or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

- b. The contractor shall have the complete responsibility for the conditions of the work site including the safety of all persons employed by him or his Sub-contractor(s) and all the properties under his custody during the performance of the Contract. The liability shall continue till the completion of the contract and shall not be limited to normal working hours

#### **3.21.1 WORKING HOURS**

The contractor shall ensure working hours at site as per the applicable statutory regulation(s)/government guidelines in the state where the project is located. Shift working at 2 or 3 shifts per day may also become necessary to complete the work on time and during operation of the plant and the Bidders should take this aspect into consideration for formulating his rates for Price Bid. No extra claims will be entertained by the Employer on this account. The contract shall provide display boards showing progress and labour strength at work site, as directed by the Engineer-in-Charge.

#### **3.21.2 DISCIPLINE OF WORKMEN**

The contractor shall adhere to the disciplinary procedure set out by the EIC in respect of his employees and workmen at site. The EIC shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the EIC, such employee has misconducted himself or be incompetent or negligent or otherwise undesirable, in such situation the contractor shall debar such person objected to and substitute him by another employee.

#### **3.21.3 PROGRAM OF PERFORMANCE**

- i) The Bidders shall be required to submit activity wise Project Master Schedule (PMS) (i.e. L1 schedule) considering the completion period as specified in Clause No 3.17 of Section-III: Conditions of Contract & any other dates and periods specified in this Bid document along with the bid. The above Project Master Schedule (PMS) (i.e. L1 schedule) and the key milestone dates will be discussed and finalized with the successful Bidder, if required before the issue of Letter of Award.
- ii) Within twenty one (21) days after the date of issue of Letter of Award by the Employer, the contractor shall prepare and submit Project Co-ordination Schedule (PCS) (i.e. L2 Schedule), made in the form of PERT Network (based on Critical Path Methodology (CPM)) and showing the sequence in which it proposes to design, manufacture, procurement/supply, transport, assemble, install and commission as well as starting date and completion date of different components/activity, each milestone achievement dates pertaining to project further exploded based on the Project Master Schedule (PMS) mutually agreed by the Employer and Contractor and make the presentation to EIC of their proposed PCS and organizational resources, equipment,

machineries, manpower to be deployed for timely completion of the project. This Project Co-ordination Schedule (PCS) shall form part of the contract.

- iii) PCS shall also define month-wise schedule of project components/milestones. The Contractor shall update and revise the program as and when appropriate or when required by the Employer, but without modification in the Times for Completion given in the contract and any extension granted in accordance with provisions of contract and shall submit all such revisions to the EIC.
- iv) Monthly Progress Review Meeting (MPRM) to be held on 26th of every month or in case 26th day being holiday, on the next working day. The month wise activity schedule shall be reviewed and detailed working schedule (week wise) for the next month shall be drawn up by the contractor jointly with the Engineer-in-Charge or his authorized representative in the MPRM).
- v) A Weekly Progress Review Meeting (WPRM) shall be held by EIC or its authorized representative, wherever possible at the works, wherein week wise schedule as finalized in MPRM shall be reviewed. In case of any lapses in the target, it shall be updated in Weekly Progress Review Meeting (WRPM).
- vi) The contractor shall be mandatorily required to attend the WPRM & MPRM. Minutes of WPRM/MPRM shall be recorded in triplicate and shall inter alia include the Weekly/Monthly Program as updated, progress of work vis-à-vis agreed schedule, inputs to be provided by Employer, delays, if any and recovery program, specific hindrances to work and work instructions by Employer. These Minutes of Meeting (MoM) shall be jointly signed by the EIC or his authorized representative and the Contractor and one copy of the signed MoM shall be handed over to the Contractor.
- vii) The contractor shall scrupulously adhere to these targets/ Schedules by deploying adequate personnel, construction tools and tackles, materials of his scope of supply in good time to achieve the targets/ schedules.
- viii) In all matters concerning the extents of targets set out in above schedules and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

#### **3.21.4 EMERGENCY WORK**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

#### **3.22 RIGHT OF WAY AND FACILITIES**

SPIA will be responsible for ROW during construction and O&M for access to the 'Project Site'. However, minor work related with creation of proper access to the 'Project' shall be done by the EPC contractor.



### **3.23 SITE HINDRANCE REGISTER**

The Contractor shall maintain a register at the site office and record hindrance, if any, in the site register to be duly signed by Contractor or his authorized representative and verified by EIC or his authorized representative.

### **3.24 WORK AND SAFETY REGULATIONS**

- 3.24.1 The contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Employer or to others, working at or near the site. The contractor shall also be responsible for provisions of all safety notices and safety equipment required both by the relevant legislations and the EIC as he may deem necessary.
- 3.24.2 All equipment used in construction and erection by contractor shall meet Indian/ International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules of RECPDCL in this regard.
- 3.24.3 The contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need or as may be directed by EIC who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 3.24.4 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The Scaffoldings shall be erected under the control and supervisions of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.
- 3.24.5 The EIC shall have the right at his sole discretion to stop the work, if in his opinion the work is being done in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings immediately.
- 3.24.6 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in Clause No. 3.24.5 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 3.24.7 The contractor shall follow and comply with all RECPDCL Safety Rules and relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or content or reservation. In case of any inconformity between statutory requirement and RECPDCL Safety Rules, if any, referred above, the statutory requirement/provisions shall be binding on the contractor. RECPDCL shall provide safety manual to the successful Bidder. Contractor shall provide all the documents required for HSE activities, by the applicable law, update it whenever the activities change and keep a copy on site, or immediately available to an

inspector or a client inspection. These documents shall include but not limited to health and safety plan, method statement and risk assessment etc.

### **3.25 ACCESS TO SITE AND WORKS ON SITE**

No persons other than the Employer's representative, the contractor or his duly appointed representative, Sub-contractor(s) and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the EIC or his representative.

### **3.26 PROGRESS REPORT**

- 3.26.1 The Contractor shall monitor progress of all the activities specified in the work schedule/Timelines referred in Clause No 3.17, and submit the progress report to the Engineer- in Charge. The progress report shall be in a form acceptable to the Engineer- In Charge and shall include percentage completion achieved compared with the planned percentage completion for each activity, where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken and any such other information as required by the EIC.
- 3.26.2 The Contractor shall furnish, along with the progress report, photographs indicating various stages of civil, architectural, erection, testing and commissioning activities, each Photograph shall contain the date, the name of the Contractor and the title of the view taken
- 3.26.3 If at any time the Contractor's actual progress falls behind the schedule referring to in Clause No 3.17.2 (Timelines ), or it becomes apparent that it will so fall behind, the Contractor shall, prepare and submit to the Engineer- In Charge a revised program, taking into account the prevailing circumstances, and shall notify the Engineer- In Charge of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion as mentioned under Clause No 3.17 (Timelines), any extension thereof entitled under Clause 3.61 (Time Extension), or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

### **3.27 SPECIFICATIONS AND DRAWINGS**

- 3.27.1 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. The Contractor shall be responsible and shall pay for any alterations of the work 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/reviewed by the Engineer-in-Charge or not.
- 3.27.2 The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Contract Document stipulates requirements in addition to those contained in the standard codes and specifications, those additional requirements shall also be satisfied.
- 3.27.3 3 (Three) prints of all relevant drawings along with soft copies of drawings in pdf in DVD/CD/USB drive as defined in the technical specifications, shall be submitted by the

contractor. No extension in Contract completion time shall be allowed on account of the time consumed in submission and examination of defective drawings and re-submission of corrected drawings.

- 3.27.4 In addition to the drawings defined in the technical specification, the Contractor will furnish any other drawing, which, in his opinion, is necessarily required to describe the equipment in full details and interconnection thereof and any drawings which EIC may request.
- 3.27.5 These drawings, shall become the property of the Employer and shall not be departed from it in anyway, whatsoever, except with the written permission of the Engineer-in-Charge hereinafter provided.
- 3.27.6 The Contractor shall also furnish 5 (Five) bound sets of “as built” drawings and the list of all “as built” drawings bearing drawing numbers after commissioning, incorporating all site modifications/changes etc.
- 3.27.7 The Employer/EIC shall have the right to serve notice in writing to the Contractor on any grounds of objections, which he may have in respect of any drawings, equipment and workmanship which is in his opinion not in accordance with the contract. The Contractor shall give due consideration to such objections and shall either make modifications that may be necessary to meet the said objections or shall inform in writing to the EIC giving reasons therein, that no modifications are necessary to comply with the contract. The Contractor has to satisfy the objection, otherwise, The Employer/EIC at its liberty may reject all or any component of plant or workmanship connected with such work.

### **3.28 APPROVAL / REVIEW OF DRAWINGS & DOCUMENTS**

The Contractor shall prepare and furnish to the EIC the documents as per Contract Agreement for its approval or review. EIC shall review the documents furnished by the contractor and give the feedback or approval within 07 days from the date of submission of documents by the contractor. Any part of the Facilities covered by or related to the documents to be approved by the EIC shall be executed only after the EIC’s approval thereof. Document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract.

### **3.29 PACKING, FORWARDING**

- 3.29.1 The Contractor shall be responsible for securely protecting and packing the plant and equipment, taking special care for protruding parts and such other vulnerable parts as per prescribed standards enforced to withstand the journey and ensuring the safety of materials and also arrival of materials at destination in good and original condition for contemplated use, so as to avoid damage under normal conditions of transport, loading & unloading, handling and storage at site till the time of erection and such conditions as specified in the Contract. The Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing. Each bundle or package shall have the following marking on it:-
- i. The name and address of the consignee.
  - ii. The relevant marks, reference numbers etc., for identification.

iii. Directions for handling the materials

Each package shall also be accompanied with detailed packing list to facilitate checking of the contents at the destination

- 3.29.2 The Contractor shall also give all dispatch information concerning the weight, size and content of each package, including any other information which the Employer may require.
- 3.29.3 The Proof of dispatch three copies shall be mailed to the Engineer-in-Charge within three (03) days from the date of dispatch to enable the Employer to make progressive payment to the Contractor.
- 3.29.4 In case of imported equipment, the Contractor shall make shipping arrangements as per Government of India Guidelines. The Contractor shall, wherever applicable, pack all equipment, crate, preserve, make it seaworthy and fit for long storage in tropical climate in accordance with internationally accepted export practices and in such manner so as to protect it from damage and deterioration in transit by sea, rail and road, and during storage at the site till the time of erection. The Contractor shall be responsible for all damage due to improper packing. Customs clearance shall be the responsibility of the Contractor. The Contractor shall notify the Employer of the date of each shipment from the port of such shipment at the designated point of arrival. The Contractor shall give complete shipping information concerning the weight, size, content of each package including any information the Employer may require.
- 3.29.5 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material and which are attributable to the Contractor and Sub-Contractor during transportation shall be to the account of the Contractor.

### **3.30 TRANSPORTATION**

- 3.30.1 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.
- 3.30.2 The Contractor shall notify the Employer/EIC the details of dispatch for every month from his works and the expected date of arrival at the site for the information of the Employer. The Contractor shall furnish the Employer/EIC with relevant shipping documents to be agreed upon between the parties.
- 3.30.3 The Contractor shall prepare detailed challan / packing list of all packages dispatched to site. The Contractor shall further be responsible for making all necessary arrangement for loading, unloading and other handling right from his work to and at the site.
- 3.30.4 In case the contractor decides to transport the goods by road within the Employer country, then such goods necessarily be transported through a registered common carrier as per "The Carriage by Road Rules 2011".

### **3.31 DELIVERY OF PLANT EQUIPMENT**

- 3.31.1 The Contractor shall deliver the plant / equipment / materials at the place(s) and in the manner as specified in the Contract. The Contractor shall comply with all instructions that may be given by the Employer from time to time regarding transportation of the plant/equipment/materials. The contractor shall, immediately after dispatch, provide delivery information to the Employer.
- 3.31.2 In case of any damage or loss occurred in transit, it shall be the liability of the Contractor to initiate or pursue the claim with the Insurance Company. He shall also take immediate steps to repair the damages or to replace the loss and damages as per the instruction of the Engineer-in-charge.
- 3.31.3 Property or title of the plant / equipment / goods shall not pass to the Employer unless these are actually delivered at the designated Project without any damage.
- 3.31.4 The Employer shall not be responsible to the Contractor to secure/arrange/provide means of transport. Similarly, any road license and or permit, if necessary, shall be arranged by the Contractor. However, if any documentary assistance is necessary to facilitate transportation, these will be supplied to the Contractor to the extent possible.
- 3.31.5 No material shall be dispatched from the manufacturer's works before the same is accepted, subsequent to pre-dispatch final inspection including verification of records of all previous tests/inspections by the EIC/Authorized representative of Employer and duly authorized for dispatch by issuance of Material Dispatch Clearance Certificate (MDCC).

### **3.32 MATERIALS HANDLING AND STORAGE**

- 3.32.1 All the equipment supplied under the contract and arriving at site shall be promptly received against indemnity bond, unloaded, transported and stored in the designated storage facilities arranged/constructed by the contractor. All the equipment shall be stored as per standard storage and preservation instructions etc. of the suppliers/manufacturers. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored and also from theft, pilferages etc. The storage facilities shall also include enclosed storage space(s) of suitable size(s) and shall be weatherproof, with good ventilation and solid floors.
- 3.32.2 The following parts shall be stored inside enclosed storage space(s):  
Bolts, pins, packing, tools, insulation materials, electrical parts with electrical devices attached, electric motors and PCU inverters, instruments, welding material and equipment, all small parts and all parts of the plant which already have been finally painted.  
If large parts are stored in the open air, they shall be provided with weather resistant and fire-resistant covers. Electrical parts, which are not packed suitably and those so packed, but whose packing has been damaged shall be kept in suitable places from the moment of storage to the moment of installation.
- 3.32.3 Contractor shall be responsible for examining all the dispatches and notify the EIC immediately of any damage, shortage, discrepancy, etc. for the purpose of EIC's information only. The contractor shall also submit to the EIC every week a report detailing receipt of material at site, material issued for installation/erection, balance material at store. However,

the contractor shall be solely responsible for any shortage or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, warpage and other such charges claimed by the transporters shall be to the account of the contractor.

All equipment shall be handled very carefully and shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.

#### **3.32.4 INDEMNITY BOND**

The contractor shall sign and submit Indemnity Bond(s) in the format as attached at **Annexure 5** of the Bid Document and shall be obliged and shall remain absolutely responsible for the safe transit protection and custody of the Equipment of RECPDCL against all Contractor's risks whatsoever till the Equipment are duly used/erected and commissioned in accordance with the terms of the Contract till the same is taken over by EIC. Subsequent to commencement of Operation and Maintenance of the Plant, the contractor shall again sign and submit Indemnity Bond in the format as attached at **Annexure-7** of the Bid Document. The Contractor shall keep Employer harmless against any loss or damage that may be caused to the Equipment. The Contractor shall ensure that the Equipment shall be used exclusively for the performance /execution of the Contracts strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work or purpose whatsoever. The non-observance of the obligations under the Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.

### **3.33 MATERIALS AND WORKMANSHIP**

3.33.1 The Contractor shall also guarantee that the plant, equipment and materials shall be new and of best quality workmanship and the materials shall have no defect in design and/or manufacture, and shall meet the requirements of the specification and shall be in all respects suited for purposes intended.

3.33.2 The Contractor shall guarantee, inter-alia, the following: -

- a. Use of best quality and strength of materials.
- b. Satisfactory Performance during the period of operation
- c. Achievement of Performance figures as specified for all parts under the severest condition of operation

3.33.3 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.

3.33.4 The Contractor shall remedy, without any cost to the Employer, all defects in design materials and workmanship which may develop under normal use and which have been called to the attention of the Contractor prior to the expiry of the warranty period.

### **3.34 NO WAIVER OF RIGHTS**

3.34.1 Subject to Clause No 3.34.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by