

- 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

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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.

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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**

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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.

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- 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.

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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.

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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 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.

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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)	<p>The Employer & Owner is:</p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023</p> <p>Kind Attn.: General Manager (C & P) / Manager (C & P)/Dy. Manager Telephone Nos.: - 0091-(0)11-24666200/ 24666231/24666252 Fax No.: - 0091-(0)11- E-mail: - contracts@seci.co.in</p>
2		<p>The Engineer-in-Charge:</p> <p>“Shall be intimated to the successful bidder”</p>
3		<p>The Time Period for Operation & Maintenance of 01 MW Grid Connected Rooftop Solar PV Project with all other associated equipment/Spares as per this tender document in total shall be 05 (Five) Years from the Date of the Award i.e. NOA/LOAWO/LOI.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4	Location of Site (GCC clause 2.1.a)	<p>Replace existing clause regarding location of the site with following:</p> <p><u>Land:</u></p> <p>a. The proposed Operation & Maintenance of 01 (One) MW Grid Connected Rooftop Solar PV Project which is installed at the designated Rooftops location (list mentioned in Annexure under Scope of Work) in the UT of Andaman & Nicobar, island, India.</p> <p>b. Further, detail of Rooftops with installed Capacities is mentioned in Annexure – 1 of Scope of Work under Section - V</p>

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		c. 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 Sheet).
5.	Liquidated Damages (GCC clause 20)	<p><u>Add following to the existing clause:</u></p> <p>20.4 The Time Period for whole of the O&M / Work/ Project means the timelines provided for O&M Service in line with the SCC clause No 3 above.</p>
6.	Contract Performance Security (GCC clause 24)	<p><u>Replace the existing clause by following:</u></p> <p>Against 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 O&M Contracts). This Performance security will be valid for a total period of 05 (Five) Years and 03 (Three) Months 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 27 months, within 30 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

		<p>Performance Security, in such cases, the liability on account of GST will be borne by the contractor.</p> <p>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 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/WO/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 Operation & Maintenance (O&M) period 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>The facilities are grid connected and feeding solar power to the EDA&N (gross metering).</p> <p>However, any cost/charges/fees towards all statutory approvals and other approvals, if any, required during O&M period with Govt. agencies like EDA&N / DISCOM, to maintain the plant's grid synchronization /connectivity shall be in the scope of the Employer.</p> <p>However, contractor shall facilitate SECI in the matter of obtaining any Statutory approvals required during O&M period with the Govt. agencies like EDA&N / DISCOM in order to maintain the plant's grid synchronization/connectivity.</p> <p>All such statutory charges, if any, shall be paid by the employer directly to the Govt. agencies like EDA&N / DISCOM.</p>
8.	Functional Guarantees (GCC clause 43.1.1)	<p><u>Add following to the existing clause:</u></p> <p>1. During the demonstration of yearly CUF, In case the actual CUF is lower than 11% in any year, the performance security shall be forfeited and the contract shall be terminated. The CUF shall be calculated as per the formula mentioned Section VII, Scope of Work and Technical Specifications</p> <p>2. During O&M contract, the Plant performance will be evaluated based on annual Capacity Utilization Factor. Second year onwards linear degradation of the module output (i.e., 0.75% of DC capacity at STC per year) shall be considered for the calculated CUF every year.</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</p>

		<p>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 15% 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>
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 30 (Thirty) man-days at his works/or at the mutually agreed designated place/ or at site for 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> <p>All payment shall be made against invoices raised in line with the approved billing break up under Operation & Maintenance Service. Following general payment terms will be followed (Excluding Land)</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 05 (Five) 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</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>required and mentioned against each Milestone payment, duly certified by the authorized representative of the Employer/Owner.</p>

12	Schedule of Rates to Cover GST/Applicable taxes (GCC clause 80.5)	<u>h</u> 1. Void <u>Void</u>
13	Taxes & Duties - Goods & Service Tax (GCC clause 91)	Void
14	New Clause (Incentive Disbursement)	<p>(i) The O&M contractor shall be eligible to achieve incentive in case the Contractor is able to achieve the CUF more than 13.5%. The incentive shall be calculated as follows:</p> <p style="text-align: center;">Gain in Generation (kWh/year) * 1 Rs/kWh</p> <p style="text-align: center;">Gain in Generation will be calculated as follows:</p> <p style="text-align: center;">[Actual CUF – Annual average CUF of 13.5%]</p> <p>(iii)The Maximum incentive to be given shall be 10% of the total billed value/ annum of the O&M contractor towards O&M charges”</p>
15	New clause 117 (Additional Work)	<p>i) The O&M contract shall require to take up the additional work (as mentioned in Annexure – 5 of Section – VII) for dismantling & reinstallation of the rooftop solar plants due to relocation (within port blair) or requirement of roof repair and maintenance by rooftop owner during the period of O&M contract.</p> <p>ii) This additional work shall be on chargeable basis and O&M contractor shall require to submit the price for this additional work in the price bid under additional scope which shall be considered as optional scope.</p> <p>iii)SECI shall have full rights to accept or reject the price quoted by the O&M contractor for this additional work under optional scope.</p> <p>iv) This optional scope shall not be considered for bid evaluation.</p> <p>v) The price quoted in SOR – 2 for this additional work / optional scope shall remain firm and fix for the period of contract.”</p>



SECTION - VI

SAMPLE FORMS & FORMATS

Preamble

This Section (Section - VI) of the Bidding Documents [named as Sample Forms and Procedures (FP)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the EMD, if applicable in the form included hereafter acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Performance Security (ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid/ Tender and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/ Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

O&M Service of 01 MW Grid Connected Rooftop Solar PV Power Project at Andaman & Nicobar, India	Tender No <u>SECI/C&P/O&M/2021/A&N/01</u>	<u>GCC</u> Page 142 of 189	<u>Signature of Bidder</u>
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LIST OF FORMS & FORMAT

Form No.	Description
F-0	COVERING LETTER
F-1	BIDDER'S GENERAL INFORMATION
F-2	FORMAT FOR INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE REMOVAL / DISPOSAL OF SCRAP/DISPOSAL OF SURPLUS MATERIAL – IF APPLICABLE
F-3A	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)"
F-3B	PROFORMA OF "BID SECURING DECLARATION" (BSD)"
F-4	INDEMNITY BOND
F-5	NO DEVIATION CONFIRMATION
F-6	DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-7	DECLARATION ON RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 6/18/2019-PPD dated 23.07.2020
F-8	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY"
F-9	BIDDER'S EXPERIENCE
F-10	FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	E-BANKING FORMAT
F-12	LIST OF BANKS
F-13	SHAREHOLDING CERTIFICATE
F-14	POWER OF ATTORNEY FOR BIDDING COMPANY
F-15	

Form F-0**COVERING LETTER****(The Covering Letter should be submitted on the Letter Head of the Bidding Company)**

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate - B, NBCC Office Block Tower - 2
East Kidwai Nagar, New Delhi - 110 023

Sub: Bid for "Operation & Maintenance for 05 (Five) Years of Existing 01 MW Grid Connected Rooftop Solar PV Power Project at Port Blair, UT of Andaman & Nicobar, Island, India"

Dear Sir / Madam,

1. We, the undersigned.... [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for "Operation & Maintenance for 05 (Five) Years of Existing 01 MW Grid Connected Rooftop Solar PV Power Project at Port Blair, UT of Andaman & Nicobar, Island, India" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliat / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.

2. We give our unconditional acceptance to the tender, dated..... and tender documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the tender documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.

3. Bid Capacity

We have bid for the Operation & Maintenance of Existing capacity of 01 MW (AC) Grid Connected Rooftop Solar PV Project.

4. Bid Processing Fees

O&M Service of 01 MW Grid Connected Rooftop Solar PV Power Project at Andaman & Nicobar, India	Tender No SECI/C&P/O&M/2021/A&N/01	GCC Page 144 of 189	Signature of Bidder
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