

Balance of System tender for setting up of grid connected 200 MW Ground mounted SolarPV plant at Dhar, Madhya Pradesh

Tender No : SECI/C&P/OP/11/017/2024-25

S. No.	Section	Page No.	Clause	Original Version	Amendment
1	Section IV General Conditions of Contract	38 of 82	43. Guarantee Tests & Operational Acceptance and Transfer of Title	<p>43.1 Functional Guarantees</p> <p>43.1.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified under Technical Specifications, subject to and upon the conditions therein specified. Respective compensation in case of the Non-achievement of the same is mentioned in the SCC of the tender document.</p> <p>43.1.2 If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified under Technical Specifications are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/ or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Contractor shall notify the EMPLOYER/Owner upon completion of the necessary changes, modifications and/or additions, and shall seek the EMPLOYER's/Owner's consent to repeat the Guarantee Test. If the level of the specified Functional Guarantee parameters, as demonstrated even during repeat of the Guarantee Test(s), are outside the acceptable shortfall limit, the EMPLOYER/Owner may at its option, either</p> <ul style="list-style-type: none"> • Reject the Equipment and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or; • Reject the Equipment and recover the payments already made, or; • Terminate the Contract and recover the payments already made, or; • Accept the equipment after levy of liquidated damages in accordance with the provisions specified. 	<p>43.1 Liquidated damages (LD) of amount equal to the NPV of the estimated shortfall in cash flow resulting over the period of 25 years due to shortfall in actual generation against target generation, calculated at a tariff of Rs. 2.57 per unit (kWh) and discount rate of 6.8% shall be levied.</p> <p>43.2 In case the above LD amount is more than the amount against 'Operational Acceptance Milestone' in line with the defined payment terms, then the total plant will be accepted on "as-is basis" & no payments will be made to the contractor pertaining to 'Operational Acceptance Milestone'. OTF value calculated during OTGT shall be accepted for calculation of Target Generation during O&M period (GTa) as per relevant clause of SS-F. O&M Agreement of the tender document. However, any other earlier pending/running payments as may be applicable, will be paid to the contractor as usual.</p> <p>43.3 Cumulative value of the liquidated damages shall be limited to 'operation acceptance' milestone in line with the defined payment terms.</p>
2	SUB-SECTION D GENERAL ANNEXURE C Equipment Inspection Category	5 of 5	3. Category – C	For Category – C equipment, the Contractor shall submit internal routine test reports performed by the Manufacturer/Supplier as per the approved Quality Assurance Plan. For all equipment inspected by the DISCOM, Inspection Report/Test Report signed by DISCOM shall be submitted to SECI for information and payment recommendation.	For Category – C equipment, the Contractor shall submit internal routine test reports performed by the Manufacturer/Supplier as per the approved Quality Assurance Plan. For all equipment inspected by the DISCOM, Inspection Report/Test Report signed by DISCOM shall be submitted to SECI for information.
3	SUB-SECTION D GENERAL ANNEXURE C Equipment Inspection Category	5 of 5	3. Category – C	<p>C. COC by Manufacture / Supplier</p> <p>EPC contractor will verify the CoC and issue the MDCC which will be verified by SECI / Owner.</p>	<p>C. COC by Manufacture / Supplier</p> <p>EPC contractor will verify the CoC and issue the MDCC.</p>