


Bid No:	TeCL/CC/PSS/2026-27/03
	REQUEST FOR PROPOSAL (RFP) FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATIONS AND ASSOCIATED POWER EVACUATION SYSTEMS, INCLUDING 5 YEARS OF COMPREHENSIVE O&M



### SECTION III- SPECIAL CONDITIONS OF CONTRACT (SCC)

REQUEST FOR PROPOSAL FOR EPC PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING & COMMISSIONING OF POOLING SUBSTATION AND ASSOCIATED POWER EVACUATION SYSTEM FOR:

GROUP A: 300 MW (220 kV ISTS) SOLAR PROJECT IN THE VICINITY OF MORENA PS, DISTRICT SHEOPUR, MADHYA PRADESH, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE

AND

GROUP B: 100 MW (66 kV InSTS) SOLAR PROJECT IN THE VICINITY OF SISRANA GETCO SS, DISTRICT BANASKANTHA, GUJARAT, INCLUDING 5 YEARS OF COMPREHENSIVE OPERATION AND MAINTENANCE

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Issued by

Terra Clean Limited

(Procurement & Contracts Section)

10<sup>th</sup> floor, Office Block 2, NBCC Commercial Complex, East Kidwai Nagar

New Delhi - 110 023

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### Section III (A): SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 1.0 General:

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Technical Specifications and any other document forming part of this contract, wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practical to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the BOQ (SOR) whether expressly stated or not.
- 1.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In so far as the contract does not deal with or provide by expression or implication for any aspect or specification with respect to the product(s) or any of them or with respect to any other matter or thing required to be furnished, done or supplied relative thereto or for the delivery thereof according to the contract, the internationally accepted relevant specification, standard of workmanship and/or codes or practices, as the case may be, shall apply. In the event of any doubt or ambiguity relative thereto, the Contractor shall seek the clarification of Owner.


#### 2.0 Mobilization Advance:

- 2.1 Mobilization advance is admissible in this contract. The contractor, if requested, shall be paid recoverable Mobilization Advance equivalent to 10% (ten percent) of the contract price, which would be interest bearing (*rate of interest on mobilization advance shall be 1% over and above SBI MCLR Rate (for 2 years) published over SBI site*

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as on date of opening of technical bid). This recoverable mobilization advance will be disbursed in two instalments as mentioned below:

- a. Initial 5 % after execution of contract, issue of specific notice and submission of requisite BG to EIC.
  - b. Final 5 % will be released after EIC being satisfied with utilization of first instalment and/ or mobilization of at least 50% of resources for job execution.
- 2.2 The payment of mobilization advance shall be subject to submission of Bank Guarantee(s)/ Insurance Security Bond (ISB) for an amount equivalent to 110% of the advance amount plus applicable taxes (if any), valid for 3 months beyond the scheduled date of completion of the project, from a Scheduled Bank in India recognized by RBI (including the Indian Branch of a Foreign Bank which is recognized as a Scheduled Bank by the Reserve Bank of India except Co-operative Banks) and in a prescribed format provided by the OWNER. The CONTRACTOR shall at the request of the OWNER suitably extend the validity of the Bank Guarantee(s) for such period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee(s).
- 2.3 The advance paid to the CONTRACTOR shall be used only for execution of this Contract and the CONTRACTOR shall satisfy the OWNER/Engineer-in-Charge in this regard whenever required. If it is found that the said advance has been utilized by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).
- 2.4 The mobilization advance shall carry *rate of interest 1% over and above SBI MCLR Rate (for 2 years) published over SBI site as on date of opening of technical bid* from time to time calculated on the reducing unadjusted balances of the mobilization advances, and the advances shall without prejudice to any mode other of recovery available to the OWNER be recovered from the Running Account Bills and Final Bill of the CONTRACTOR @ 10% (Ten percent) of the Gross Bill Value. The interest accrued thereon shall be additionally deducted from the amount payable on each bill.
- 2.5 All recoveries against advances shall first be apportioned to interest and then to principal. The value of the Bank Guarantees/ ISB for Mobilization Advance can be

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reduced quarterly, based on the mobilization advance recovered till that time.

- 2.6 The payment of Mobilization Advance / advance shall be subject to the fulfilment of the following conditions:
- The CONTRACTOR shall have executed the formal contract in terms of the Form of Contract.
  - The CONTRACTOR shall have made a formal application for the release of the Mobilization Advance / Advance and shall have furnished a Bank Guarantee of an amount equivalent to 110% of the Advance amount plus applicable taxes from a Bank in prescribed format provided by the OWNER.
  - The outstanding balance of the Mobilization Advance / Advance shall carry *rate of interest 1% over and above SBI MCLR Rate (for 2 years) published over SBI site as on date of opening of technical bid.*
- 2.7 Without prejudice to any other mode of recovery available to the OWNER, the Mobilization Advance, together with interest thereon calculated on the reducing balance, may be recovered at the rate of 10% (ten percent) of the gross amount certified against each Running Account Bill, till the advance, together with the interest accrued thereon, is recovered in full. The unrecovered balance if any, and interest may be recovered from the Final Bill of the CONTRACTOR and/ or from any other amount due to the CONTRACTOR under any other contract or otherwise.
- 2.8 The Mobilization Advance Bank Guarantee/ ISB shall be for a value equivalent to 110% of advance plus applicable tax or 10% of the Total Contract Value, whichever is higher and shall be kept valid up to 3 (three) months beyond the expiry of the defect liability period.
- 2.9 Income tax under Section 194(C) shall be deducted from the Mobilization Advance.
- 2.10 Interest on Mobilization Advance shall be recovered from running account bills. Contractor, therefore, shall deposit the amount of TDS with the Income Tax department and claim reimbursement from OWNER against submission of TDS certificate. The above clause along with the process of recovery of mobilization advance is to be read in conjunction with GCC.
- 2.11 Owner reserves the right to recover mobilization advance from the bill in full or by a higher percentage if the progress of the work is not according to the terms and conditions of the agreement.

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2.12 In case any mobilization advance is given as per the contract, the contractor shall issue a GST invoice/advance receipt containing all the details required as per GST laws and rules. Subsequent recoveries/adjustment of advance amount shall be separately indicated in the GST invoice for actual supply of goods and services.

2.13 The Owner however reserves the right to discontinue/ stop further payment of mobilization advance if the progress of work is not in line with the progress of work as per the PERT chart (Construction Programme) submitted by contractor and agreed by the Owner or at the discretion of the Engineer In Charge, if in his wisdom it is felt that the further release of mobilization advance shall be detrimental to the interest of the company. The decision of the Engineer In-Charge shall be final in such matters


### 3.0 Time Schedule:

3.1 Contractor shall carry out work as detailed in the Scope of Work. The major milestones, with timelines for with reference to date of kick off meeting or 10th day of Commencement Order, whichever is earlier, of this tender are indicated below:

SN	Milestone	Timeline (Weeks)
a)	Date of kick off meeting or 10th day of Commencement Order, whichever is earlier	T <sub>0</sub>
General Works		
b)	Site Mobilization, Site office opening & Preparatory works	T <sub>0</sub> + 2
c)	Topographical survey, Geotechnical investigation of the land offered by Owner for development of Pooling substation and power evacuation system	T <sub>0</sub> + 4
Engineering & Approvals		
d)	Submission and approval of engineering drawings, design calculations, equipment datasheets for electrical and civil	T <sub>0</sub> + 10

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SN	Milestone	Timeline (Weeks)
	works as per scope of work, compliance to observations/ comments (if any) and approval of the same from Owner/ Owner's PMC	
e)	Order placements for all equipment with OEMs/ Suppliers as per scope of works	T <sub>0</sub> + 14
Manufacturing and Supply of PSS & Transmission line equipment		
f)	Supply of all the PSS equipment (Excluding Power transformer & Auxiliary transformer), all EHV Transmission Lines Equipment (Stubs, Tower, Conductor etc.) & other electrical equipment, all bay equipment (as per specifications), all structure materials (as per specifications) as per scope of work	T <sub>0</sub> + 38
g)	Supply of all mandatory spares	T <sub>0</sub> + 38
Construction, Installation, Testing & Commissioning of Pooling substation and Power Evacuation system/EHV Transmission Line		
h)	Completion of Construction of Main Control Room, PSS buildings within the plant premises and completion of associated Civil works.	T <sub>0</sub> + 38
i)	Completion of Construction of Fencing, approach road, internal roads, drains, other civil facilities forming part of the land.	T <sub>0</sub> + 44
j)	Construction of transmission towers	T <sub>0</sub> + 44

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SN	Milestone	Timeline (Weeks)
k)	Installation/ Erection, Testing & Commissioning of GETCO bay end equipment.	T <sub>0</sub> + 44
l)	Installation/ Erection, Testing & Commissioning of PSS, EHV Transmission Line including all supply equipment.	T <sub>0</sub> + 52

**Notes:**

- (a) *Timelines for the above activities can deemed to be modified only with a written communication from the Owner or its authorized representative.*
- (b) *Owner reserves the right to advise for changes, modifications, additions, deletions in any/ all the reports, documents, presentations etc. Contractor is duty bound to carry out revisions, iterations and submit the revised version of such deliverables to the satisfaction of Owner.*
- (c) *While the above milestones have been provided for steering the project, any price adjustments towards delay shall be applicable as per relevant clauses of the SCC on the overall completion time, i.e., once the overall completion is delayed beyond the defined period and not on individual milestones.*


3.2 The Contractor is required to finish the project in accordance with the timelines specified in the contract, including supply, the performance guarantee test, and the certification of commissioning of Power evacuation system and BoP provided by the appropriate authorities. The Contractor shall submit Completion Report of the project to Owner in line with required details.

**4.0 Payment Terms:**

4.1 Payments shall be released based on actual achievement of defined milestones, workflows, and deliverables in the RfP document.

4.2 In case for reasons not solely attributable to or beyond the control of the contractor, if any item or milestone is not able to be completed, payment for the same can be released subject to submission of equivalent value of Bank Guarantee with validity period as remainder of the Contract period. Such BG can be released to the contractor as & when such items/ milestones are completed by the contractor. Further, a




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guarantee letter directly from the OEM of equipment to be submitted to Owner to carry out installation/ commissioning works (wherever applicable) & also extend the applicable warranty/ guarantee on the items.

- 4.3 In case targeted milestones within a particular phase could not be achieved due to Owner's sole decision not to pursue with the activities, payment for completed portion of milestones shall only be released.
- 4.4 Owner reserves the right to intimate the Contractor with 1-month advance notice on discontinuing the services. If such withdrawal notice is issued by Owner, payments shall be released for the completed milestones / deliverables/ outcomes.
- 4.5 During such situations, for activities that are in progress, discussions shall be held between Owner & the Contractor to arrive at a mutual / consensus decision for finalizing the compensation to the Contractor.
- 4.6 The Engineer-In-Charge (EIC) may at any time(s) at discretion, should consider that the circumstances so warrant (the decision of the EIC as to existence of circumstances warranting such suspension shall be final and binding on the contractor), by notice in writing to the Contractor temporarily suspend the job/ activities or any part thereof for such period(s) as Engineer-in-Chief shall deem necessary and the Contractor shall upon receipt of the order of suspension forthwith suspend the job(s) or activities or such part thereof as shall have been suspended until he has received a written order from the Engineer-in-Charge to proceed with the work/ activities suspended or any part thereof. Except for a suspension by a written order of the Engineer-in-Charge under this clause, the Contractor shall not suspend the job for any cause and any such suspension if occur, shall be likely to be attended by consequences.
- 4.7 No separate drop-dead fee or additional compensation shall be payable to the Contractor in all the above, such situations.
- 4.8 Bill of quantities is approximate, and payment shall be made as per actual certified measurements. The contractor is not entitled to any sort of compensation towards excess materials procured / stored during the progress of works.
- 4.9 All the payment for quantities certified in the running account/ final bill shall be as per the details recorded in the standard measurement book/ SAP SES of the Owner and jointly signed by the Contractor/ site engineer or PMC Engineer of Owner. Method of measurement shall be strictly in accordance with the relevant BIS codes and technical




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specifications for this work. On Account or Running Account Bills shall be paid for the work done, measured and certified.

- 4.10 No additional remuneration on any account such as mobilization, re-mobilization, demobilization etc. shall be provided in case of temporary suspension or extension of contractual timelines and shall be limited to the rates finalized/ agreed for the contract.
- 4.11 The payment milestones & % breakups have been defined below considering the cash flow, site & progress requirement of the project.
- 4.12 Key deliverables along with associated payment terms of the various activities to be carried out by the contractor are as follows:


SN	Milestone	% of contract price of SoR / BoQ item
A	Electrical works	
a)	Submission of detailed engineering documents and upon approval from the Owner/ Owner's PMC.	10% of corresponding items
b)	Submission of unpriced POs / WOs released to respective OEMs/ Suppliers along with acknowledgement copies of receipt of PO/ WO from the respective OEMs, suppliers. Note: Such acknowledgement copies/ communications can be sought from respective OEM/ Supplier directly by the Owner.	10% of corresponding items
c)	For each identified equipment on receipt of equipment at site on pro-rata basis and physical verification and acceptance certificate issued by the owner's representative/ Owner's appointed PMC for the equipment received and stored at site.	55% of corresponding items

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SN	Milestone	% of contract price of SoR / BoQ item
d)	Installation of the equipment Note: This shall be released after receipt of necessary spares as mentioned in the tender.	10% of corresponding executed items
e)	Trials runs/ pre-commissioning.	5% of all executed items
f)	On successful Commissioning of the RE plant.	5% of all executed items
g)	Final bill, up on successful completion of punch points and Submission of all final documents, as built drawings, test certificates, etc., as applicable.	5%
<b>B</b>	<b>Design, Civil works and items other than spelt above</b>	
a)	Running Account (RA) bills based on actual work progress and certification by the Owner/ Owner's PMC.	Up to 95%
b)	Final bill, upon successful completion of punch points and Submission of all final documents, as built drawings, test certificates, etc., as applicable.	5%

4.13 Following minimum documents/ activities shall be completed before submission of final bills:

- (a) As built drawings.
- (b) Copy of test certificates, Warranty certificates as applicable.
- (c) Material reconciliation statements & documentation of site records as applicable.
- (d) Any other specific documentation required by the Owner.
- (e) Cleaning & clearing of site.


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#### 4.14 Operation & Maintenance of PSS, Transmission Line (including bay at ISTS end)

- (a) A separate work order shall be issued for the O&M contract.
- (b) Upon issuance of the separate work order and commencement of the works, 25% of the annual O&M contract value, as per the SOR/BoQ, shall be released on quarterly basis subject to the EIC's acceptance on satisfactory performance of O&M activities in accordance with the O&M checklist (approved by the EIC at the commencement of O&M activities) and production of the following documents:
  - i. Record of faulty components/ sub-systems, if any, repaired or replaced during the quarter.
  - ii. Record of O&M carried out by the Contractor during the quarter as per schedule approved by PMC/ Owner.
  - iii. A certificate for compliance to the existing laws for employment of the manpower, and payments for statutory taxes and duties.
- (c) The fourth quarter bill for each year shall be processed only after completion of plant availability calculations in line with Clause 44.0 of the SCC and settlement of shortcomings, if any.

#### 5.0 Invoicing and Payment

- 5.1 All payment(s) by the owner under or in terms of the Contract shall be made only through E-payments, during operation of the contract. All the bank charges of the contractor's Bankers shall be to their account. For this purpose, the Contractor shall provide its bank details in the format enclosed in tender.
- 5.2 Contractor shall submit original invoice covering all services completed together with required supporting documentation after completion of the services by giving proper reference to the scope of services, tender conditions, payment schedule etc as applicable.
- 5.3 Invoice shall:
  - a. be made out in full legal name of the Company.
  - b. Contain Contract and /or Job Order /Work Order Number and date.
  - c. Be prepared on Contractor's official letterhead and the original must be signed by Contractor's authorized representative.

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d. Contain bank details, SWIFT Code etc., for wire transfer.


5.4 For release of payment in India, the following documents shall be required:

- a. Original Invoice in INR/ ₹.
- b. Indian Permanent Account Number (PAN)
- c. GST registration number


Note: The contractor would be required to have an active / valid registration number, with the GST authorities within the State of project location and shall comply with provisions of GST Act 2017 in respect of preparation of invoices /remittance of GST and reconciliation of the same up to the satisfaction of payment authority.

5.5 CGST & SGST or IGST shall be released only on receipt of GST Invoice containing the following details:

- a. Name, address and GSTIN of the supplier/vendor;
- b. A serial number of the invoice;
- c. Date of issue;
- d. Name, address and GSTIN or UIN, if registered of the recipient;
- e. Name and address of the recipient and the address of the delivery, along with the State and its code,
- f. HSN Codes or Accounting Code of services;
- g. Description of goods or services;
- h. Total value of supply of goods or services;
- i. Taxable value of supply of goods or services taking into discount or abatement if any;
- j. Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- k. Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- l. Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- m. Signature or digital signature of the supplier or his authorized representative;


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- 5.6 It's the obligation on the part of Contractor / Consultant to discharge their liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. Also, it shall be the obligation on the part of the contractor / vendor to include the tax invoices in the return ensuring matching of the tax amount and to ensure timely filing of the return in the GSTN portal. In the event that the input tax credit of the GST charged by the Contractor / Consultant is denied by the tax authorities to Owner due to reasons attributable to Contractor, Owner shall be entitled to recover such amount from the Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.
- 5.7 Any deductions in lieu of deviations to the terms and conditions of the purchase order shall be suitably incorporated by the Contractor in the invoice presented, else the Contractor shall have to necessarily provide a credit note upon intimation by TeCL within a stipulated time period and any delay in payment due to the delay in providing credit note shall be to the vendor's account.
- 5.8 All Bank guarantee(s) shall be issued in line with Pro-forma/ format provided in Tender document/ Annexure as attached.
- 5.9 All Bank Guarantee will be issued directly to TeCL by the Bank and Contractor shall enclose copy of the same along with invoice. Banks shall be informed to send a separate confirmation immediately on request to TeCL to expedite processing at TeCL's end.
- 5.10 All payments shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.
- 5.11 The billing schedule shall be submitted to TeCL by the Contractor for approval within 45 days from the date of commencement order. No pro-rata dispatch shall be made without the approval of billing schedule
- 5.12 Owner in normal circumstances shall pay all sums due within thirty (30) days from the receipt of undisputed original invoice with all required supporting documents. If the

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thirtieth day falls on a Saturday/Sunday or an official bank holiday in New Delhi, the next working day shall be deemed to be the due date for payments.

- 5.13 Owner reserves the right to require Contractor to furnish Company with satisfactory evidence of the validity and prior payment by Contractor of all expenses reimbursable by Owner.
- 5.14 If Owner disputes all or part of an invoice, it shall return the invoice to Contractor, specifying vide a written notice the reasons for rejection no later than 10 days from the receipt of the invoice. Contractor may then either send back the invoice covering the undisputed part.
- 5.15 The invoice for the disputed part may be sent, as the case may be, after the settlement of issue.
- 5.16 Payment due to Contractor may be withheld by Owner on account of the following:
- As required by any applicable national or local law.
  - Unsatisfactory performance of this Contract;
  - The filing of claims against Company caused by acts or omissions of Contractor;
- 5.17 Any payment made by Owner shall not be construed as waiver of right of Company to object to any invoice so paid. No release or payments of any unadjusted balance of the Security Deposit by the Owner to the Contractor as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the Owner or shall stop or prevent the Owner from thereafter making or enforcing any claims or any rights against the Contractor.
- 5.18 The claims of the Owner, if any, against the Contractor shall continue to survive and shall not get extinguished notwithstanding the issue of final certificate and/ or the release of Security Deposit to the Contractor.
- 6.0 Schedule of Rates:**
- 6.1 The items of work mentioned in the schedule of rates and covered by the Contract shall be carried out as per the drawings, specifications and direction of Engineer-in-Charge and shall include all labour, materials, tools, tackles, etc. required to complete the job.
- 6.2 The Contractor shall be and remain at all time exclusively responsible to provide all material, consumables, labour supervision, equipment tools machines, permits, licenses, casements and facilities and other items and things whatsoever required for

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or in connection with the work, included but not limited to those indicated by expression or implication in the Schedule of Rates, Specification, plans, drawings and/ or other Contract documents or howsoever otherwise as shall be or may from time to time at any time be necessary for or in connection with the work either for incorporation within the permanent works or in relative to the execution and performance of the work.

6.3 All materials including cement, reinforcement, structural steel, consumables, testing appliances, tools and tackles necessary for completing the work shall be procured & supplied by the Contractor at his own cost unless otherwise specified in the schedule.

6.4 The Owner reserves the rights in selection of best make of materials to be procured by the contractors & contractor shall procure the same only up on the approval by site in charge. If contractor brings defective/ substandard materials to site, it shall be the responsibility of the contractor for the removal and disposal of the same at his cost. Owner reserves the right to dispose such materials at the entire risk and cost of the contractor. Owner shall not entertain any claim from the contractor in this account in case the contractor fails to remove such materials within 15 days after issuing notice in writing to the contractor.

#### **7.0 Firm Price:**

7.1 No price escalation is applicable on the project (except for items explicitly mentioned as per relevant clauses mentioned in Special Conditions of Contract).


#### **8.0 Specific Clauses on Taxation (SCT):**

8.1 The price quoted by the Contractor in the price bid shall be inclusive of all applicable withholding taxes except for GST. GST at applicable rates shall be automatically calculated in the BOQ and shall be payable to the Contractor.


8.2 Contractual period / Work Completion Period / Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LoA (Letter of Acceptance) or form of contract and shall also include approved extensions, if any.

8.3 Where any portion of the Bid document, is repugnant to or at variance with any provision of the Specific Clauses on Taxation (SCT), then the provision of the SCT shall be deemed to override the provisions of the other conditions on tax related matters and shall, to the extent of such repugnance or variations, prevail.




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- 8.4 For the purpose of this SCT, the term “tax” in addition to tax imposed under CGST (Central Tax)/ SGST (State Tax)/ IGST (Integrated Tax)/ UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
- 8.5 Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on Owner) within the delivery date /period mentioned in Form of Contract/ Agreement (including extension approved if any) shall be on Buyer’s Account against submission of documentary evidence.
- 8.6 Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the delivery date mentioned in form of contract shall be to the Contractor’s Account.
- 8.7 Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Bid document and the date of execution of activities under the form of contract, the Contractor shall pass on the benefit of such reduction to Owner with the view that Owner shall pay reduced duty/Tax to Govt.
- 8.8 It would be the responsibility of the Contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractor would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with Buyer’s registration number as applicable for particular supply on all invoices raised on Buyer.
- 8.9 Contractor to provide the GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the price bid.
- 8.10 In case the Contractor is opting for Composition scheme under the GST laws (i.e., Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the Contractor should confirm the same. Further the Contractor to confirm the issuance of Bill of Supply while submission of Bid documents and no GST will be charged on Owner.
- 8.11 In case the Contractor is falling under Unregistered category, the Contractor should confirm the same.

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- 8.12 The Contractor would be liable to reimburse or make good of any loss/claim by Buyer towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Contractor by issuance of suitable credit note to Buyer. In case, Contractor does not issue credit note to Buyer, Buyer may resort to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
- 8.13 Tax element on any Debit Note / Supplementary invoice, raised by the Contractor will be reimbursed by Buyer as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the form of contract's terms and conditions. Contractor to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- 8.14 Price Adjustment (if any & as applicable) shall be passed on through Invoice or Credit note.
- 8.15 The Contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by Owner.
- 8.16 In case, Buyer's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by Buyer by issuance of suitable credit note to Buyer. In case, contractor does not issue credit note to Buyer, Buyer would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- 8.17 In case the Contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.
- 8.18 In case the contractor is falling under Unregistered category, then GST liability, if any, on Buyer will be included for the purpose of evaluation.
- 8.19 In case, Buyer is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.

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- 8.20 Buyer shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
- 8.21 To enable Buyer to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by Buyer to avail of the ITC with respect to GST reimbursed by Buyer on materials sold to Buyer.
- 8.22 Invoice should be raised as per Tax Rates mentioned in the bid and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per bid subject to increase /decrease in Rates after last date of submission of Bid provided delivery is within the Form of contract period.
- 8.23 Income Tax:
- The Contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
  - Wherever withholding tax i.e. Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the contractor.
  - PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.
- 8.24 Any other form of withholding taxes that may be applicable for engaging legal firms, other 3<sup>rd</sup> party agencies etc shall be deemed to have included in the rates quoted by the Contractor. No separate claims shall be entertained in this regard post award of job.
- 9.0 Price Discount for Delay:**
- 9.1 Price adjustment for delay: In partial modification to the GCC clause 4.4.0.0, for delays that is solely attributable to the Contractor, Owner shall be entitled to recover from the Contractor, Price adjustment for delay and it shall be as follows:
- Delay in completion of facilities** - @ 0.5% (zero point five percent) of the contract value for delay of each week or part thereof beyond the scheduled date of Completion, subject to a maximum discount of 5% (five percent) of the Contract Value. In partial modification to Clause 4.4.0.0, Section 4 of the GCC, "Price Adjustment for delay in completion shall be deducted at applicable percentage from RA bills, on cumulative

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value of works done up to the concerned RA bill. However, in cases of abandonment of site/ termination, price adjustment for delay shall be applied in line with GCC clause 7.0.9.0 on the total contract value as specified in the acceptance of tender.

However, at all instances, total price adjustment towards delay if any shall be limited to 5% of the Contract Value.

- 9.2 The price adjustment shall be over and above the charges and penalties which are payable by the Owner to the Govt Authorities and any BG/ Security Deposit / fee payable to authorities in connection with power evacuation/ connectivity approval.
- 9.3 For ascertaining delays, not more than seven (07) business days as per Owner's work calendar shall be considered as Turnaround time for review, to make comments or approve all documents / drawings. This shall be applicable between Contractors & Owner's appointed PMC Agency and in turn between PMC Agency & Owner.
- 9.4 For any price adjustment which might arise out the above clauses, such applicable adjustments/discounts shall be shown in the invoices and the final amount shall be arrived after including all such adjustments whatsoever. Alternatively, the contractor shall have the option of creating a credit note by issuing a certificate to Owner mentioning the applicable price adjustment amounts in the concerned certificate.
- 9.5 It is specifically acknowledged that the provisions of the Clause on Price Adjustment for Delay constitute purely a provision for price adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act or otherwise.
- 9.6 Application of price adjustment under above Clause shall be without prejudice to any other right of Owner, including the right of termination and associated clauses there under. Nothing in the Clause above shall prevent Owner from exercising its right of termination of Contract hereof and associated clauses there under.
- 9.7 For delays not solely attributable to the Contractor, necessary time extension for the relevant milestone would be accorded without any additional financial implication to the Owner & without prejudice to Owner's right to recover Delayed delivery charges or levy price adjustment, if applicable in due course of time.
- 9.8 The effective or starting date for Price discount/ adjustment calculation shall be subject to variation upon extension of completion time (provisional or final as applicable) for completion of the services/ scope. Upon any such extension, it can be

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in the way of extension in the start date or end date for an activity or milestone. The Price discount/ adjustment calculation thereof shall be carried out accordingly.

#### 10.0 Location of site:

10.1 For Group A: The project site is located near Gaswani village, Sheopur District, Madhya Pradesh.

a. Nearest airport: Rajmata Vijayaraje Scindia Airport Gwalior, Maharajpura, Gwalior, Madhya Pradesh

b. Nearest Railway Station: Gwalior Railway Station, Gwalior, Madhya Pradesh

10.2 For Group B: The project site is located near Sisrana village, Vadgam Town, Banaskantha, District, Gujarat.

a. Nearest airport: Sardar Vallabhbhai Patel International Airport (AMD) in Ahmedabad, Gujarat

b. Nearest Railway Station: Chhapi Railway Station, Banaskantha, Gujarat

#### 11.0 Water Supply:

11.1 The contractor shall arrange water/procure water required for the work at his own cost for all leads and lifts.

11.2 Contractor shall ensure timely and adequate supply & quality of water suitable for construction activities & to meet the schedule.


#### 12.0 Power Supply:

12.1 The contractor shall make his own arrangement for power (permanent or temporary or DG set) required for the work at his cost. Acoustic DG set of suitable capacity may be installed and operated by the contractor at his cost.

12.2 The Owner shall not be responsible for power supply and contractor shall ensure proper supply of electricity to meet the schedule.

#### 13.0 Defect Liability Period:


13.1 The Defect Liability period begins on the actual commissioning date of the Transmission Line and PSS and thereafter lasts for a period of 12 Months. Such commissioning date shall be within 6 months of the date of trial run and pre-

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commissioning activities, beyond which any delay in commissioning date shall not result in extension of the Defect Liability Period.

- 13.2 The contractor must guarantee that the facilities, or any portion of them, are free of flaws in the design, engineering, materials, and craftsmanship of the Plant and Equipment delivered, as well as the work completed.
- 13.3 If it appears to the authorized representative of the Owner that any supplies have been executed with unsound, imperfect, or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the Contract are unsound or otherwise not in accordance with the Contract, the contractor shall inform the authorized representative of the owner in writing on demand, specifying the item, materials. The contractor shall immediately rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the authorized representative of the owner in its demand aforesaid, the contractor shall rectify or remove and re-execute the time or remove and replace the materials or articles complained.
- 13.4 The decision of the Owner's authorized representative on any dispute arising under this Clause shall be final and binding on the contractor. The Contractor shall promptly, in consultation and agreement with the owner regarding appropriate remedying of the defects, replace, repair, or otherwise make good such defect and any damage to the Facilities caused by such defect if during the Defect Liability Period any defect is found in the design, engineering, materials, and workmanship of the Plant and Equipment supplied or of the work executed by the contractor.
- 13.5 In addition, and without limiting the generality of the aforementioned, it is made clear that the contractor will also be in charge of fixing, replacing, or making good any flaws or damages to the facilities that come from any of the following:
- a. The contractor operating or maintaining the facilities improperly during that time.
  - b. The contractor operating the facilities in violation of their specifications.
- 13.6 Owner shall give the contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. owner shall afford all reasonable opportunity for the contractor to inspect any such defect.
- 13.7 The contractor may, with the consent of the Owner, remove from the Site any Plant and Equipment or any part of the Facilities that are defective, if the nature of the




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defect and/ or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.


- 13.8 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the owner may give to the contractor a notice requiring that tests of the defective part of the Facilities shall be made by the contractor immediately upon completion of such remedial work, whereupon the contractor shall carry out such tests.
- 13.9 If such part fails the tests, the contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by owner and the contractor for the original equipment/part of the Facilities.
- 13.10 If the contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (not more than seven (7) days), the owner may, following notice to the contractor , proceed to do such work, and the reasonable costs incurred by owner in connection therewith shall be paid to owner by the contractor or may be deducted by the Company from any monies due to the contractor or claimed under the Performance Guarantee, without prejudice to other rights, which owner may have against the contractor in respect of such defects.
- 13.11 If the Facilities or any part thereof cannot be used by reason of such defect and/ or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the owner because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/ replacement shall have the defect liability period of twelve (12) months from such replacement or up to the contractual defect liability period whichever is later.
- 13.12 In addition, the contractor shall also provide an extended warranty for any such component of the Facilities and for the period. Such obligations shall be in addition to



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the Defect Liability Period.


- 13.13 The contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- 13.14 The Owner shall give the contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Owner shall afford all reasonable opportunity for the contractor to inspect any such defect.
- 14.0 Assignment:**
- 14.1 Owner reserves the right to run this engagement wholly or assign it to its Affiliates, Subsidiaries, at the same rates, terms and conditions as per the contract executed between Owner and the Contractor.
- 14.2 The Contractor shall not, without the written consent of the Owner, assign the benefits or any other aspects, obligations or duties due under the contract to any third party thereof. Accordingly, the Owner shall not, without the written consent of the Contractor, in any way assign or transfer its obligations under this contract to any third party thereof.
- 15.0 Subcontracts:**
- 15.1 Any subcontract, modification or termination thereof related to the provision of services by the Contractor shall be made only with the advance written consent of the Owner and as per relevant provisions of the GCC.
- 15.2 In case of resorting to Sub-contract for the performance of any part of the Works, the successful Bidder shall unconditionally adhere & confirm (i) that the selection of the sub vendor must have been approved in writing by the Owner prior to the execution of the Sub-Contract, and (ii) that the successful bidder shall remain fully liable for the performance of the works by the Sub-vendor and its Personnel pursuant to this Agreement.
- 15.3 In case of works to be done at the GETCO bay, if the Contractor is on the list of GETCO approved/ empaneled vendors (with validity at the time of execution, completion and till commissioning of the GETCO bay jobs), the jobs can be executed by the Contractor itself. If the Contractor is not on the list of empaneled contractors published by GETCO (with validity expiring at the time of execution or completion or till commissioning of the GETCO bay jobs), at no extra cost to the Owner, the Contractor shall be required

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to engage an empaneled / approved list of agency or vendors as published by GETCO from time to time and complete the job. In such cases, the Contractor is free to choose any empaneled / approved agency or vendor as published by GETCO and is required to intimate the Owner before commencement of the GETCO bay jobs. For undertaking GETCO bay jobs through the empaneled/ approved vendors of GETCO, a separate approval from Owner towards subcontracting shall not be required. For all other scope of works mentioned in the tender, subcontracting (if required) shall be undertaken only with the prior written approval of the Owner.


**16.0 Duties and Obligations of the Contractor:**

- 16.1 Contractor shall provide the services agreed-upon in this contract and carry out its obligations with all due-diligence, efficiency and economy, in accordance with industry- accepted professional practices and standards.
- 16.2 Contractor guarantees and represents at all times during the contract that, it has the required skills and capacity to perform the services in the foregoing manner.
- 16.3 The remuneration the Contractor receives from the Owner shall constitute its only remuneration in connection with the contract. The Contractor shall not accept, for its own benefit or for that of its subcontractors, any trade commission, discount or similar direct or indirect payment or other consideration in connection with the goods and services provided under this contract or the discharge of its obligations thereof. The Contractor shall ensure that its personnel and that of its subcontractors or agents similarly not receive such additional remuneration.
- 16.4 The Contractor shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission from the use of patented or protected articles or processes used on or for the purposes of the contract unless it is mutually agreed in writing with the Owner that such a benefit is authorized.
- 16.5 Additional equipment and Tools & Tackles required to carry out the tasks required under the contract shall be provided by the Contractor.
- 16.6 At completion of the services, the Contractor shall submit to the Owner all original documents, working drawings, calculations and computer data that have been produced during contract implementation. This information and data shall be properly organized, filed and bound. The copyright of all documentation prepared by the Contractor in connection with this contract will remain the property of the Owner. The Contractor may make copies of such documents but shall not use the documents or the

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contents thereof for any purpose unrelated to the present contract without the prior written approval of the Owner.

- 16.7 The Contractor shall make their own back office / design office/ accommodation arrangements for rendering the services as required for the project. All manpower employed for design / project control at design office / back office / Central Project Management Office (CPMO) shall be deemed to be included in charges to be quoted for respective items in the price schedule.
- 16.8 The Contractor shall employ manpower who are on the rolls of the Contractor's Organization & manpower under Contract with the Contractor Organization shall not be permitted. The Owner shall have no responsibility for absorbing any of them in its service on completion of the job.
- 16.9 The Contractor shall consider & include any/ all expenses, costs related to positioning of men, materials, machinery, tools, tackles, accessories, support services, visits, allowances, transportation, incidental expenses etc in order to carry out the tendered scope of services & successfully deliver the same to Owner. No claims on whatsoever account from the Contractor shall be entertained for carrying out the tendered services including the cost associated with stay/storage, transport, operations & maintenance of men, machinery & materials.
- 16.10 The Contractor shall also be equipped to hold Video Conference with Owner as and when required and the rates to be quoted should include the same. In case of any emergency situations arising during pendency of contract or when required to meet project schedules, the Contractor shall also be equipped to provide necessary services on Work From Home (WFH) Concept.
- 16.11 In the event of faulty engineering, i.e., error or omission in the technical studies performed by the Contractor, in respect of work for reasons solely attributable to the Contractor, the Contractor shall be necessarily required to furnish corrective technical studies and engineering as may be required without any additional cost to owner.
- 16.12 The contractor shall offer and make available all Key Personnel who shall be client facing and meeting the requirements specified in the Bid document. The said Key Personnel will continue to be available during the contract period.
- 16.13 DESIGNATED PROJECT MANAGER: The Contractor shall designate a senior level engineer of their firm as the Project Manager, within 7 days of receipt of LoA, who will co-ordinate with Owner, for all matters relating to each of the projects. The Project Manager shall attend all review meetings at Project Management Office (PMO). If

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required, the Project Manager shall be required to visit Owner's office or Project Site for a minimum of 2 man- days/ month for project review and discussions along with various subject experts. There shall be no man-month based rate for Project Manager and the same is deemed to have been quoted in the lumpsum price for detailed design and engineering item. The same is included in the scope of services.

- 16.14 **PROJECT MANAGEMENT TEAM:** The contractor shall be required to position an effective project management team at site consisting of a minimum of designated project manager, QC/QA Engineer and dedicated HSE engineer as per the qualifications tabulated below. The table stipulates only the minimum qualification of manpower required at site for the three functions and additional engineers / technical staff shall be positioned based on the requirements at site at no additional financial implication to the Owner.


Project Manager	QC / QA / Planning Engineer	HSE Manager	Recovery for non-deployment per month (in ₹)		
			Project Manager	QC / QA / Planning Engineer	HSE Manager
1 Engineer with 8 years experience	1 Engineer with 4 years experience	1 Engineer with 2 years experience	50,000/-	35,000/-	25,000/-

*Note: In case the Engineer concerned is holding diploma qualification against Engineering graduation, the requirement of site experience shall be increased by 2 years.*


- 16.15 If at any time there is evidence of any lien or claim for which the Owner might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter becoming due to the Contractor.

## 17.0 Confidentiality:

- 17.1 Contractor shall be required to sign a Confidentiality & non-Disclosure Agreement (CNDA) as per Owner's format and requirements.

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- 17.2 Contractor shall ensure to keep secret and confidential all information provided to them related to the complete works, bids received, etc. except for which is part of the public domain or received it, without restriction on disclosure, from another party not deriving the same directly or indirectly from Owner/ bidders.
- 17.3 The documents, reports prepared by the Contractor and all flow sheets, specifications, data, designs, tracings etc. shall become the property of Owner after submission.
- 17.4 Contractor cannot share or present the subject report or part thereof to/ with any other agency without prior explicit approval of Owner.
- 17.5 Contractor shall not be entitled either directly or indirectly to make use of the documents, reports given by Owner for carrying out of any services with any third parties.
- 17.6 Contractor shall not without the prior written consent of Owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
- 18.0 Public Announcements:**
- 18.1 Contractor shall not directly or indirectly issue or make any public announcement or statement regarding the engagement unless prior thereto it furnishes the Owner with a copy of such announcement or statement and obtains the consent except such announcements which are necessary in compliance of any applicable law or regulation.
- 19.0 Compliance to Labour Laws:**
- 19.1 The contractor at all times during the pendency of the contract shall comply to various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by Owner on account of default in this regard by the Contractor.
- 19.2 Before starting of work, the Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970, and furnish a copy of the same to the Site-in-Charge/ Resident Construction Manager.
- 19.3 The Contractor shall be responsible to provide all wages and allied benefits to its labour/ employees engaged for execution of the project work. The Contractor shall

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remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.

- 19.4 The liabilities of all types of applicable insurance coverage for the Contractor's personnel engaged for the scope of services shall rest with the Contractor, and Owner shall not be responsible for any liability / damages, whatsoever.
- 19.5 The Contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.
- 19.6 Contractor shall obtain and maintain any registrations/ certifications, licenses and permits (including immigration, temporary residence, work and exit permits), all types of insurance that are required for the project team, which are required by Indian or other foreign laws, or Indian or other foreign regulations, for the performance of the services and which are required to be in the name of Contractor, its employees, agents etc.
- 19.7 Every worker engaged by the Contractor should be enrolled under the following scheme:
- Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)
  - Pradhan Mantri Suraksha Bima Yojna (PMSBY)

Under the two schemes, applicable annual premium amount shall be considered by the prospective bidder while submitting the price bid. Proof of payment towards the above two scheme shall be submitted by the Contactor to EIC for verification of the same from time to time.

Note:

- All the insurances mentioned above and required as per the contract shall be kept valid at all times / during pendency of the contract by the successful bidder.
  - In all the insurances to be maintained by the successful bidder, Owner shall be the beneficiary of the policy.
- 19.8 **BOCW Cess:** The quoted rates shall be inclusive of Building and Other Construction Workers' (BOCW) Cess as applicable. The applicable cess (presently 1% for each item)

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shall be deducted from the Contractor's running account (RA) bills and final bill as per prevailing statutory provisions.

**20.0 Access to the site:**

20.1 The Contractor shall not allow any visitors on the work or premises of the sites without approval of the Engineer-in-Charge and/or Site Engineer.

20.2 In case the Contractor does not execute the work in the manner described in the contract documents or if he/she shall at any time in the opinion of the 'Engineer-In-Charge' or authorized representative, as per the following events:


- (a) Failure to operate and maintain the plant in accordance with the terms of the contract.
- (b) Suspends work or the work for a continuous period of fifteen days without permission from the 'Engineer-In-Charge' or authorized representative.
- (c) Cannot continue and execute the works to the satisfaction of the 'Engineer-In-Charge' or authorized representative.
- (d) Commits, suffers, or permits any other breach of any of the contract's provisions to be performed.
- (e) If the operator abandons the works
- (f) If the successful Bidder becomes bankrupt while the contract is in effect.

20.3 In any of such events, the Owner shall have the power to enter upon the works and take possession of the plant, materials, spares, equipment, tools and stocks thereon, and to revoke the Bidder's order to complete the works by his agents, other operator or workmen.

**21.0 Limitation of Liability:**


21.1 If at any time before completion of the work it shall appear to the Owner that any job has been executed contrary to expectations from the Contractor as per the contract document resulting in deficiencies in any facility/ structure as a whole or part thereof or any other situation causing loss in terms of money or other factors to the Owner, it shall be lawful for the Owner to intimate this fact in writing to the Contractor and thereupon the Contractor shall be bound forthwith to rectify, redesign, recalculate the work so specified in whole or in part as specified by the Owner in strict accordance



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with the contract conditions at their own charge and cost to the entire satisfaction of Engineer-In- charge.

- 21.2 In the event of the Contractor failing to do so within a period of seven days or as specified by the Owner in the aforesaid written intimation, the Owner reserves the right to take further action as per conditions of contract hereof and other Clauses of the contract document.
- 21.3 If the performance of the Contractor is found to be unsatisfactory, the Owner reserves the right to cancel in part or whole of the contract and get the remaining portion of the work executed through alternative means at the entire risk and cost of the Contractor on whom the order was first placed. In such cases, the Contractor should make good all losses that the Owner may suffer due to this.
- 21.4 Notwithstanding any provisions contained in this contract to the contrary, aggregate Liability of vendor under the contract, tort, law or otherwise shall not exceed Hundred percent (100%) of the total contract price.
- 21.5 The owner's liability towards this contract shall be discharged upon acceptance by the Contractor of any amount paid by the Owner to the Contractor in respect of the final dues of the Contractor under the final bill shall be upon condition that the said payment is being made in full and final settlement of all dues to the Contractor.
- 22.0 Coordination with other Agencies:**
- 22.1 The work shall be carried out in such a manner that the work of other agencies operating at site is not hampered due to any action of the contractor. The contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the contractor and any other agency employed at or about the job site arising out of or related to the performance of the work, the decision of the Engineer-In- Charge shall be the final and binding on the contractor.
- 23.0 Damage to Properties:**
- 23.1 The contractor shall be fully responsible for making good or making necessary payment for any loss or damage caused by any structures, properties etc. belonging to the owner if such loss of damage is due to the fault and / or sub-contractor's to the entire satisfaction of the owner whose assessment shall be final and bring on the contractor.
- 23.2 The contractor shall indemnify and make the owner harmless of all claims or damage to the property other than owner's property arising under or by reason of disagreement

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if such claims results from the fault and /or negligence of willful act or omissions of the contractor or his employees, agents, representatives or sub-contractors.

#### **24.0 Personal Acts and Liabilities:**

24.1 Any money paid to any director, attorney, agent, officer or employee of the Contractor and any receipt, settlement, acknowledgement of liability or other arrangement, agreement or document whatsoever signed by any such director, attorney, agent, officer, or employee of the Contractor or erstwhile director, attorney, agent, officer or employee of the Contractor (without notice of his cessation of interest) or by any person held out to be a director, attorney, agent, officer or employee of the Contractor authorized to act on behalf of and/or to bind the Contractor, be binding upon the Contractor and shall constitute a full release and discharge to the Owner and/or settlement, acknowledgement or obligation of, upon or with the Contractor, as the case may be, and the Owner shall not be concerned with the actual application of any money so paid or of the actual authority of such director, attorney, agent, officer or employee (actual, erstwhile or purported as the case may be) vis-à-vis the company to make the settlement, receipt, acknowledgement, agreement or other document concerned.

#### **25.0 Government of India not Liable:**

- 25.1 It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this agreement solely on its own behalf and not on behalf of any other person or entity.
- 25.2 In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Owner is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract law.
- 25.3 The Contractor expressly agrees, acknowledges, and understands that the Owner is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches or other wrongs arising out of the Contract.

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## **26.0 Patent Indemnification:**

- 26.1 Further to GCC clause no. 8.9.0.0, Contractor shall indemnify the Owner against all losses, costs, damages and expenses arising from any claim asserted against Owner that the work or part thereof, or any methods, designs or things furnished or specified by Contractor or any sub-Contractor or supplier under this Contract, or any use thereof in the reasonable contemplation of the parties at the time furnished, or any methods, processes or acts employed by Contractor in connection with the performance of its obligations hereunder constitutes an infringement of any patent, trade secret, proprietary information, know- how copyright (statutory or non-statutory), unpatented invention or any unauthorized use of the work of others.

## **27.0 Prohibition of Engagement of Child Labour:**


- 27.1 The contractor shall state that they are not engaging child labour as per various labour laws applicable to them. Making a fake claim would have its contract terminated forthwith, if detected later. It is mandatory for the Contractor to submit an undertaking as per attached Performa (Annexure-9) for non-engagement of child labour.

## **28.0 Permits, Approvals and Licenses:**


- 28.1 Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required.
- 28.2 If requested by the contractor, the Owner shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

## **29.0 Statutory Approvals / Charges & Nodal Agencies:**

- 29.1 Contractor to furnish the complete list of statutory approvals/NOCs which are required by the respective authorities including the approval required under section 68 of the Electricity Act 2003.
- 29.2 It would be responsibility of the contractor to liaison for deposition of the same with the concerned agency and to ensure that all licenses, approvals are up to date and valid to keep the plant operational and working, smoothly.

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- 29.3 Inspection and acceptance of the work as above shall not absolve the contractor of any of his responsibility under this contract.
- 29.4 All fee / charges payable to any statutory authority on account of operation & maintenance of the Solar Power Plant shall be paid by the contractor in the name of the Owner during the period of the contract. Such payments made in the name of the Owner and submitted along with documentary evidence shall be reimbursed to the contractor.
- 29.5 Contractor shall comply with all the provisions and amendments thereafter of:
- CEA (Technical Standards for Connectivity to Grid) Regulation, 2007 with all latest amendments including Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019 and Report of the Working Group in respect of Data Submission Procedure and Verification of Compliance to CEA Regulations on Technical Standards for Connectivity to the Grid by RE Generators July 2022.
  - Indian Electricity Grid Code Regulation, 2023.
  - CERC (Communication System for Inter State Transmission of Electricity) Regulations 2017.
  - GERC / GETCO – Procedure for Grant of Connectivity to projects based on renewable energy sources to intra-state transmission system 2025.
  - MOP Order dated 02.07.2020 stating measures to protect the security, integrity and reliability of the strategically important and critical Power Supply System and Network in the Country.
  - MNRE guidelines/Advisory/Clarifications and any other applicable standards/ regulations/ Guidelines/ clarifications/ Advisories
- 30.0 Accounting, Inspection, and Auditing:**
- 30.1 The contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.
- 31.0 Grievance Redressal:**
- 31.1 Any dispute arising out of this Bid document shall be resolved amicably through discussions in good faith with a view to expeditiously resolve such dispute.

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31.2 In the event the dispute persists, the Parties agree to resolve the dispute as per relevant clause of GCC.

### 32.0 Clauses not Applicable in General Conditions of Contract (GCC)


SN	Clause No.
32.1	1.0.6.0, 1.0.23.0, 1.0.29.0
32.2	5.6.2.0, 5.6.3.0, 5.6.4.0, 5.6.5.0 & 5.6.6.0
32.3	10.0.2.0, 10.0.3.0, 10.0.4.0, 10.2.0.0

### 33.0 Amendment to Clauses mentioned in General Conditions of Contract (GCC)

SN	Clause No.	Modified Clause
33.1	1.0.10.0	<b>1.0.10.0 - “Commissioning”</b> means successfully pressing into service of the plant(s), Equipment(s), Machinery(ies) and systems & subsystems in accordance with the procedures as approved and as per the requirement of the Contract, original equipment manufacturer after successful testing, pre-commissioning and trial run of the RE plant.
33.2	1.0.32.0	<b>1.0.32.0 - “Mechanical Completion”</b> means Commissioning of the RE plant wherever applicable and referred to in the GCC.
33.3	1.0.37.0	<b>1.0.37 - “Owner”</b> shall mean Terra Clean Limited, a company incorporated in India and having its registered office at 10th Floor, Tower 2, NBCC Office Block, East Kidwai Nagar, New Delhi-110023 and shall include its legal successors or permitted assigns.
33.4	1.0.40.0	<b>1.0.40 - “Pre-commissioning”</b> shall mean all activities required to be performed after final tests for all plant, equipment & machinery comprised within the RE plant which is the subject matter of the Contract to bring the equipment covered from an inactive condition to


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SN	Clause No.	Modified Clause
		a state ready for trial run and shall include but not be limited to checking of equipment, systems, supply of consumables, checking of electrical equipment for proper earthing, conducting operability tests on individual equipment & systems, after final tests and before commissioning of the RE plant.
33.5	1.0.60.0	<b>1.0.60 - “Utilities”</b> shall mean water (including raw water and treated water of all kinds), power, electricity, consumables, whatsoever required for or incidental to the performance, testing or pre-commissioning of the works, not being materials required for permanent incorporation in the works.
33.6	2.4.1.0	<b>2.4.1.0</b> - In addition and without prejudice to the provisions of Clause 2.2.0.0 and 2.3.0.0 and associated clauses thereunder, if the Engineer-in-Charge is of opinion that any plan, drawings, design or specification or order or instruction relative thereto within the CONTRACTOR’S scope of work or supply is anywise erroneous or is otherwise required to be modified, altered, amended or improved to conform to the Contract requirements, whether or not the same has or have been priorly approved by or on behalf of the OWNER, the Engineer-in-Charge may by written notice to the CONTRACTOR at any time prior to or in the course of the execution of the works or any part thereof modify or amend the relevant plan, drawing, design, specification, order and/or any instruction or any of them by addition, omission, substitution or otherwise whatsoever, and the CONTRACTOR shall thereupon either convince the Engineer-in-Charge of the unnecessary in the whole or part of the amendment(s) or modification(s) or shall implement the same and shall cause the plan, drawing, design, specification, order or instruction as the case may be to be accordingly amended and the CONTRACTOR shall thereafter carry out the work or supply or the related work or supply, as the case may be, in accordance with such altered specification, order, instruction, plan, drawing and/or design, as the case may be, on the same terms and conditions in all respects.

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SN	Clause No.	Modified Clause
33.7	3.0.5.10, 4.3.8.0	<b>3.0.5.10/ 4.3.8.0 - “Force Majeure”</b> shall mean wars (declared or undeclared), revolutions, civil wars, tidal waves, fires, major floods, earthquakes, acts of terrorism, typhoons, hurricanes, epidemics, quarantine restrictions, nation-wide transportation strikes, national strikes and freight embargoes, directly affecting the works as envisaged under the Contract. Any hindrance in work on account of Right of Way (ROW) / Right of Use (ROU) will not be considered as force majeure event during construction as well as Operational & Maintenance period.
33.8	4.4.0.0	<p>In partial modification to the GCC clause 4.4.0.0, for delays that is solely attributable to the Contractor, Owner shall be entitled to recover from the Contractor, Price adjustment for delay shall be as follows</p> <p><b>Delay in completion of facilities</b> - @ 0.5% (zero point five percent) of the contract value for delay of each week or part thereof beyond the scheduled date of Completion, subject to a maximum discount of 5% (five percent) of the Contract Value. For the purpose of computation of Price Adjustment for delay against stage wise completion, Price Adjustment for delay shall be applicable on the remuneration payable up to the particular stage as per Payment Schedule. However, total price adjustment towards delay if any shall be limited to 5% of the Contract Value.</p> <p>Price Adjustment for delay in completion shall be deducted at applicable percentage from RA bills, on cumulative value of works done up to the concerned RA bill. However, in cases of abandonment of site/ termination, price adjustment for delay shall be applied in line with GCC clause 7.0.9.0 on the total contract value as specified in the acceptance of tender.</p> <p>However, at all instances, total price adjustment towards delay if any shall be limited to 5% of the Contract Value.</p>
33.9	5.0.4.0	<b>5.0.4.0</b> - If the rejection rates at the OWNER’S inspection for defects exceeds 5% (Five percent), the OWNER shall be entitled to halt production until the cause thereof is rectified, without any liability to



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SN	Clause No.	Modified Clause
		<p>the OWNER and without in any manner relieving the CONTRACTOR of its full liabilities under the Contract.</p> <p>Failing such rectification,</p> <p>(a) The CONTRACTOR shall be deemed to be in breach of contract within the provisions of Clause 7.0.1.0 hereof with regard to termination of Contract, and the provisions of the said Clause and associated provisions thereunder shall apply to such breach.</p> <p>(b) The OWNER reserves the right to procure the Materials at risk &amp; cost of the CONTRACTOR besides the right to terminate the Contract.</p>

#### **34.0 Registration of the Contractor with Statutory Authorities:**

- 34.1 Within 30 days of execution of the Contract Agreement, the Contractor shall register themselves with the Reserve Bank of India, Income Tax, Sales Tax, Central Board of Indirect Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. A copy of all documents related to all such registration shall be submitted to the Owner for record.

#### **35.0 Interpretation:**


- 35.1 The Special Conditions of Contract shall be read in conjunction with the scope of work, General Conditions of Contract (GCC) and any other document forming a part of the tender, wherever the tender so requires.

#### **36.0 Termination of the Contract**

- 36.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Owner under the Contract or otherwise, the Owner shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the events or contingencies mentioned in GCC clause no. 7.0.0.0.


#### **37.0 Indemnity and Insurance**

- 37.1 Notwithstanding anything contained in clause 8.4.0.0 of GCC, Contractor shall undertake to provide comprehensive accident insurance coverage in respect of every

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employee employed by him for carrying out Owner's job. Contractor shall satisfy the Owner of the same within the time prescribed by the Owner but before the actual commencement of the job awarded to him.

- 37.2 Without prejudice to any of the rights and/or remedies available to the OWNER in any part of the contract, in event of any loss (es), damage(s) deterioration, misuse, theft or other application or disposal of the equipment or material(s), supplied by the OWNER before the same is permanently incorporated in the works, the OWNER shall be entitled to recover any amounts due on account of happening of any of the event(s) mentioned above from the contractor. However, in the event of any payout to the OWNER from the insurance company on account of the same event for which the amounts were recovered from the contractor, the amount so received shall be handed over to the contractor subject to the maximum the contractor pays to the owner for the said event.
- 37.3 The Bidder shall, subject to the provisions of the Form of Contract/ Agreement, indemnify the Bid Inviting Authority for any direct loss or damage that is caused due to any deficiency in services.
- 37.4 Contractor shall indemnify and keep the Owner indemnified against all losses, costs, damages and expenses arising from any claim asserted against Owner that the work or part thereof, or any methods, designs or things furnished or specified by Contractor under this Contract, or any use thereof in the reasonable contemplation of the parties at the time furnished, or any methods, processes or acts employed by Contractor in connection with the performance of its obligations hereunder constitutes an infringement of any patent, trade secret, proprietary information, know-how copyright (statutory or non- statutory) un-patented invention or any unauthorized use of the work of others.
- 37.5 The Contractor shall, subject to the limitations contained in this article, at all times indemnify and hold harmless owner from all costs, damages and expenses arising out of any claim, action or suit brought against owner in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Contractor and/ or furnished to owner and utilized by Contractor in the project.
- 37.6 Owner shall promptly notify Contractor in writing of any such claim preferred or any suit or action filed or brought against owner by any person for such infringement or any patent or registered design or such similar right held by third party. Contractor shall

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take such legal action as may be necessary for defending the same and legal expenses that may be incurred including professional charges shall be fully borne by Contractor only.

- 37.7 Owner shall, similarly indemnify and hold Contractor harmless from all cost, damages and expenses arising out of any claim, action or suit brought against Contractor in respect of any infringement of any patent or registered design or any similar rights belonging to third parties and arising out of the use any technical information, data or process of design furnished by owner for the project.
- 37.8 Contractor shall be liable solely to adhere to the requirements of the insurer for settlement of claims without prejudice to the rights of owner/ Insurer. During claim following steps, which are not exhaustive, are required to be taken care by Contractor.
- Timely information for conducting survey.
  - Protecting the rights of insurer while issuing acknowledgements.
  - Lodging of monetary claims in time and furnishing of requisite documents to surveyors/ insurer.
  - Taking necessary precautions so that the loss/ damage is not aggravated further.
  - Damaged goods to be protected fully.
- 37.9 Any money received by the Owner under any policy or policies of insurance shall be held by the Owner for proportionate payment to the contractor in respect of any appropriate repairs undertaken and/or replacement(s) made by the Contractor, with liberty to the Owner, should the Contractor fail to undertake in whole or part such repairs and/or replacement(s) and other works necessary consequent upon the occurrence of any contingency covered by such insurance, without prejudice to any other rights or remedies available to the Owner in whole or in part towards repair or restoration or the performance of the necessary work, as the case may be through any other agency(ies).
- 37.10 Insurance of all the equipment, machinery, plant, tools & tackles, vessels and any other equipment brought to site for completion of work and which are not meant for permanent incorporation in the work shall be to the Contractors account and suitable insurance cover should be taken on his own.
- 37.11 In addition to documents in terms of Clause 5.3.2.0 of GCC, Contractor shall submit an indemnity bond in non-judicial stamp paper of appropriate value as per directions of

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OWNER while applying for Completion Certificate in terms of Clause 5.3.2.0 sub clause (ix) of GCC.


- 37.12 Transit, storage, inter-carting insurance of all materials for the full replacement value thereof delivered at site in line with 3.0.2.4 of GCC.

Note:

- (i) All the insurances mentioned above and required as per the contract shall be kept valid at all times / during pendency of the contract by the successful bidder.
- (ii) In all the insurances to be maintained by the successful bidder, Owner shall be the beneficiary of the policy, additional insured & loss payee (as applicable).


### 38.0 Miscellaneous:

- 38.1 Contractor shall abide by all safety/security regulations that need to be followed inside an RE plant premises, as per the safety provisions mentioned in GCC & as per the instruction of Owner's representatives/ officials.
- 38.2 The contractor is required to take necessary care to protect to the existing nearby structure while carrying out his scope of work. Any damage caused to other property shall be rectified at his own cost.
- 38.3 It shall be contractor's responsibility to obtain approval for any revision and/or modifications decided by the contractor from the Owner/ Engineer-in-Charge before implementation. Also, such revisions and/or modification if accepted / approved by the Owner/Engineer-in-Charge shall be carried out at no extra cost to the owner.
- 38.4 The goods bearing the ISI Mark will be given preference.
- 38.5 All expenses towards mobilization & demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 38.6 It shall be entirely Contractor's responsibility to provide, operate & maintain necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner & complete all jobs as per time schedules.
- 38.7 Preparing approaches and working area for movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities, local labour etc., to provide suitable allowances in his bid. All the jobs to be undertaken

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as per the scope of works shall deemed to have included all the leads, lifts, carriage costs, transit and all risk insurances etc and no separate payments or reimbursement shall be permissible.


- 38.8 The procurement and supply in sequence and at the appropriate time of all materials & consumables shall be entirely the Contractor's responsibility. Rates for execution of work will be inclusive of supply of all these items.
- 38.9 Safety Practices during construction shall be followed at all places mentioned in the GCC & elsewhere in the RfP document.
- 38.10 After the placement of the order the contractor shall not be allowed to sublet or assign any part of the work order without owner's prior written consent. In case subcontractors are engaged by the contractor with prior permission from Owner on award of works, it will be mandatory on part of the main contractor to furnish a NO DUE UNDERTAKING from the subcontractor (on their letter heads) to Owner before final payments are cleared by the owner.
- 38.11 The contractor shall submit on receipt of the work order and before starting the work, shall submit a detailed construction program (PERT/ MS PROJECT) chart adhering to the completion time quoted in the work order along with monthly resource planning (materials, labour & equipment). The program thus submitted shall form a part of the contract and shall be binding on the contractor. However, the corporation reserves the right to alter the program if necessary. No claim whatsoever of the contractor on this account will be entertained.
- 38.12 Contractor shall consider provision of necessary Acoustic DG sets, wiring, poles, light fixtures, Distribution boards, so as to illuminate the site & to carry out works beyond sunset. The rates quoted shall be inclusive of the above.
- 38.13 All materials required for execution of work must be got approved by Owner's site representative before they are brought to the site and also before being actually put to use. All facilities/equipment required for prior inspection of materials and subsequent inspection of work to be made available by the Contractor for inspection by TeCL and/ or authorized personnel of TeCL.
- 38.14 The works at site will be supervised either by TeCL site engineer or by Project Management Consultant (PMC) agency appointed by TeCL. It shall be the responsibility

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of the contractor to ensure that the works are carried out with due inspection of works by Site Engineer /PMC agency as per approved QAP at every stage of work.

- 38.15 Further it shall also be the responsibility of the successful Bidder to submit bills for payment, which are duly certified by Site Engineer/PMC agency. Bills shall be processed for the works completed, measured and entered in the MB duly signed by the contractor and Site Engineer /PMC agency.

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### SECTION III (B) - ADDITIONAL SPECIAL CONDITIONS OF CONTRACT FOR OPERATION & MAINTENANCE

*(Note: The below enumerated SCC clauses shall be applicable for the O&M period over and above the SCC clauses mentioned in SECTION III - A)*

#### 39.0 GENERAL:

- 39.1 The contractor shall ensure comprehensive Operation & Maintenance of Pooling substation and Power evacuation system for a period of 05 (five) years from the actual commissioning of solar power plant including defect liability period.
- 39.2 The O&M contract may be extended for a further period of 05 (five) years on yearly basis from 6<sup>th</sup> year to 10<sup>th</sup> year on the same terms and conditions subject to satisfactory performance of the contract on mutual agreement. However, price for Comprehensive Operation & Maintenance for the 6<sup>th</sup> year onwards till 10<sup>th</sup> year shall be computed based on the % (percentage) change in the Consumer Price Index Numbers for Industrial Workers - All India, published by the Reserve Bank of India.
- 39.3 Such escalation shall be calculated on yearly basis. Once such price indices published by RBI are available, the escalation for that period shall be calculated and escalation (if any) shall be paid on the payment that was released during that period.

$$\% \text{ Escalation} = (CP_2 - CP_1) / CP_1 \times 100.$$

Where,  $CP_1$  = Consumer Price Index Numbers for Industrial Workers - All India at the end of 4<sup>th</sup> year of O&M.

$CP_2$  = Consumer Price Index Numbers for Industrial Workers - All India at the end of 5<sup>th</sup> year of O&M.

#### Illustration 1:

CPI @ end of 4<sup>th</sup> year of O&M = 190

CPI @ end of 5<sup>th</sup> year of O&M = 200

Contract Value during the period of 5<sup>th</sup> year of O&M = ₹ 2,400.

Allowable escalation =  $(200 - 190) / 190 \times 100 = 5.26\%$

Compensation payable with escalation for the period of 6<sup>th</sup> year O&M = ₹ 2,400 x (1.0526) = ₹ 2,526.

Additional compensation payable due to escalation = ₹ 126




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Illustration 2:

CPI @ end of 4<sup>th</sup> year of O&M = 190

CPI @ end of 5<sup>th</sup> year of O&M = 198

Contract Value during the period of 5<sup>th</sup> year of O&M = ₹ 2,400.

Allowable escalation =  $(198 - 190) / 190 \times 100 = 4.21\%$

Compensation payable with escalation for the period of 6<sup>th</sup> year O&M = ₹ 2,400 x (1.0421) = ₹ 2,501.

Additional compensation payable due to escalation = ₹ 101


- 39.4 In case there is no increase in the % change in Consumer Price Index Numbers for Industrial Workers - All India, published by the Reserve Bank of India, there shall be no reduction in rates.

**40.0 STATUTORY CHARGES:**


- 40.1 Statutory charges like CEIG annual charges, annual meter testing charges, joint certification charges or any other charges as may be required to be paid to such statutory agencies shall be the liability of the Owner and shall be paid by the Owner from time to time.
- 40.2 For such payments the contractor shall assist in preparation and submission of necessary documents, provide clarifications (if any), coordinate, liaison with concerned agencies on behalf of the Owner for timely compliance. In the event of a delay or failure by the contractor to provide the required assistance, resulting in penalties, interest, or additional charges levied on the Owner by third parties or regulatory authorities, the contractor shall bear the full cost of such penalties, interest, or such additional charges at actuals + applicable GST.

**41.0 MANPOWER & UTILITIES:**


- 41.1 The contractor shall depute qualified manpower necessary to operate and maintain the Solar Power Plant PSS and EHV Transmission Line at the continuous manner. The Minimum manpower to be deployed by the contractor shall be as follows:

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SN	Designation	Minimum Qualification & Experience	Manpower requirement
a)	Plant In-charge	Bachelor's in electrical engineering with 5 years / Diploma in Electrical engineering with 7 years of experience in executing O&M services for 66kV and above substation.	One (01) person during general shift
b)	Shift In-charge	Bachelor's in electrical engineering with 2 years / Diploma in Electrical engineering with 5 years of experience in executing O&M services for MW scale Ground mounted Solar plants.	Three (03) persons, with one person deployed in each shift
c)	Technician	Diploma in Electrical engineering with 2 years / ITI with 5 years of experience in O&M services for 66kV and above substation.  Technicians should also possess valid Certificate of Competency or other permit issued/recognized by respective state governments.	Four (04) persons, with one person deployed in each shift and one person during general shift
d)	Other Skilled/ Sem-Skilled / Unskilled Labour	-	As per requirement

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- 41.2 Deployment of manpower, required consumables, testing equipment during erection till commissioning and during O&M, arrangement of power & water as required for this Contract shall be arranged by the contractor.
- 41.3 The contractor shall furnish an organization chart for the proposed O&M period. The person(s) responsible for interacting with Owner shall be indicated with designation. This shall be made on or before the commissioning of the PSS and EHV system.
- 41.4 At the outset of each O&M year of the project, the contractor must submit comprehensive organizational details for the project's O&M personnel at the site, regional office, and headquarters. Details should include the concerned person's precise responsibilities as well as their cell phone number, email address, and so on.
- 41.5 The contractor shall deploy Plant in Charge, adequate number of technical support staff and other supporting personnel during the O&M period.
- 41.6 The contractor must employ suitably qualified and experienced personnel to operate and maintain the substation and power evacuation system. The contractor must ensure that adequate staff (with relief personnel, if required) always stay on duty at the plant, 24 hours a day, 7 days a week, immediately after the plant is commissioned.
- 41.7 Any change in person during currency of contract should be informed immediately.
- 41.8 During the execution of the contract the contractor shall ensure that a Plant Manager/ Site-in-Charge with adequate Power of Attorney to be available at site(s). Such persons deputed by the contractor shall report to the Engineer in Charge for smooth operation of the plant.
- 41.9 The contractor shall also maintain an office setup at the site to receive instructions, notices or other communications. The office should have telephone, fax and internet facilities. The persons deputed by the contractor will also handle / maintain/ update all the relevant record/ documents.
- 41.10 The contractor shall be responsible for any misconduct/ indiscipline by his employees or sub operator/agent employees.
- 41.11 The contractor shall abide by the instructions of Owner's Representative, if given in this regard. In case the contractor
- i. does not execute the work in the manner described in the contract documents or
  - ii. if he shall at any time in the opinion of the Engineer In-charge or

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- iii. Fail to operate & maintain the plant in conformity with contract document or
- iv. Substantially suspend work or the works for a continuous period of 15 days without permission from the engineer in charge, or
- v. Fail to carry on and execute the work to the satisfaction of the engineer in charge, or
- vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or
- vii. If the contractor abandons the works, or
- viii. If the contractor during the continuance of the contract becomes bankrupt.

In any of such events, the Owner shall have the power to enter upon the works and take possession of the plant, materials, spares, equipment, tools and stocks thereon, and to revoke the contract.

The Owner also reserves the right to execute the job on risk and cost of the contractor.

#### **42.0 O&M SECURITY DEPOSIT:**


For the O&M contract for the period of 05 (five) years, the contractor shall furnish to owner Bank Guarantee equivalent to 10% (ten percent) of the O&M Contract Value of each year. The Bank Guarantee shall be furnished prior to commencement of O&M period of each year.

- 42.1 The Bank Guarantee towards Security Deposit shall be valid in the first instance for a period of not less than 15 (fifteen) months. The Bank Guarantee shall be renewed every year for a period of not less than 15 (fifteen) months for the increased amount one month before expiry date of the BG during the O&M period.

#### **43.0 GUARANTEE FOR PLANT AVAILABILITY (PSS, TRANSMISSION LINE & TERMINAL BAY):**

- 43.1 During the operation of the project, there can be some periods where the project can generate power but due to Pooling substation or transmission line unavailability, the power could not be evacuated.
- 43.2 In such cases the Pooling substation or line unavailability shall be addressed by Owner in following manner for Grid unavailability beyond 88 hours in each O&M Year:

**Generation Loss in kWh = [(Total kW capacity of Pooling Substation) × (number of hours of grid unavailability\*)]**

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\*For each instance of Transformer Bay and/or Line Bay unavailability, the number of hours of grid unavailability shall be calculated as the higher of the following:

**Total sum of outage hours of all transformer bays/ Total Number of Transformer bays in PSS**

**OR**

**Total sum of outage hours of all Transmission line bays/ Total Number of Transmission Line bays in PSS**

In case of multiple instances outages in an O&M year, the above generation loss calculation shall be done for each instance of outage within the year and further, the generation loss calculated for all such instances shall be added up for the purpose of total Liquidated Damages (LD) calculation.


43.3 Liquidated Damages for Generation loss= ₹ 4.50 per kWh. The adjustment of LD amount shall be done at the end of each O&M year.

**Total LD for an O&M year= ₹ 4.50 / kWh \* Total Generation Loss (in kWh) in an O&M year**

Maximum Liquidated Damages (LD) for the generation loss due to unavailability of pooling substation or transmission line during each year of O&M period shall be limited to 100% of the O&M Contract Value for respective year(s).


Notes:

- (i) For pooling substation bay or transmission line, Approx 1% of no of hours in a O&M year (~88 hours) is provided as permitted grid unavailability hours (number of hours of grid unavailability calculated as per formula mentioned above) to the contractor, up to which LD shall not be applicable.
- (ii) Outage in Transmission line or Transmission Line Bay or Remote end terminal bay (for which O&M is in contractor's scope) will be treated as outage of Transmission line bay.

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#### 44.0 PAYMENT PROCEDURE:

- 44.1 Quarterly payments shall be processed after receipt of the invoice or claim along with all necessary supporting documents as per terms of contract along with check list complete in all respect with each invoice.
- 44.2 The payment shall be made within Thirty (30) business days post receiving the contractor's claim, provided that the bills are error free, documentation submitted are complete and approved by the 'Engineer-In-Charge' or authorized representative.
- 44.3 Payments shall be released based on actual achievement of defined milestones, workflows, and deliverables in the tender document. In case for reasons not solely attributable to or beyond the control of the contractor, if any item or milestone is not able to be completed, payment for the same can be released subject to submission of equivalent value of Bank Guarantee with validity period as remainder of the Contract period. Such BG can be released to the contractor as & when such items/ milestones are completed by the contractor.
- 44.4 In case targeted milestones within a particular phase could not be achieved due to Owner's sole decision not to pursue with the activities, payment for completed portion of milestones shall only be released.
- 44.5 Owner reserves the right to intimate the Contractor with 1-month advance notice on discontinuing the services. If such withdrawal notice is issued by Owner, payments shall be released for the completed milestones / deliverables/ outcomes.
- 44.6 During such situations, for activities that are in progress, discussions shall be held between Owner & the Contractor to arrive at a mutual / consensus decision for finalizing the compensation to the Contractor.
- 44.7 The EIC may at any time(s) at his discretion, should he consider that the circumstances so warrant (the decision of the EIC as to existence of circumstances warranting such suspension shall be final and binding on the contractor), by notice in writing to the Contractor temporarily suspend the job/ activities or any part thereof for such period(s) as Engineer-in-Chief shall deem necessary and the Contractor shall upon receipt of the order of suspension forthwith suspend the job(s) or activities or such part thereof as shall have been suspended until he has received a written order from the Engineer-in- Charge to proceed with the work/ activities suspended or any part thereof. Except for a suspension by a written order of the Engineer-in-Charge under this clause, the Contractor shall not suspend the job for any cause and any such suspension if occur, shall be likely to be attended by consequences.

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- 44.8 No separate drop-dead fee or additional compensation shall be payable to the Contractor in all the above, such situations. Bill of quantities is approximate and payment shall be made as per the actual certified measurements. The contractor is not entitled for any sort of compensation towards excess materials procured / stored during the progress of works.
- 44.9 No additional remuneration on any account such as mobilization, re-mobilization, demobilization etc. shall be provided in case of extension of timelines and shall be limited to the rates finalized/ agreed for the contract.
- 44.10 The payment milestones & % breakups have been defined below considering the cash flow, site & progress requirement of the project. The pro-rata or further breakup of payment will be based on the detailed price break-up to be furnished by the Contractor, which shall be reviewed and approved by the Owner or Owner's PMC. On such matters, the decision of the EIC & Owner shall be binding and final on the contractor.
- 45.0 INSURANCE:**
- 45.1 Insurance policy for Fire and allied perils including earthquake, flood, storms, cyclone, tempest, theft and burglary, and any other purpose, as deemed fit by contractor, shall be taken by contractor regularly during O&M contract period. In case of any loss/claim under the policy, contractor shall immediately inform the same to owner & file the claim with Insurance Company on behalf of owner. Thereafter, contractor shall submit all the required documents to Insurance Company and take all the measures required to protect the interest of Owner for settlement of claim.
- 45.2 The contractor shall replace the damaged equipment without waiting for settlement of insurance claim. The contractor will bear the cost of replacement/ repair over and above the insurance claim, if any, except for damages due to fire, theft & burglary. The cost of replacement/ repair shall be mutually decided. In case the claim is




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rejected by Insurance Company due to any reason the same shall be borne by the contractor.

- 45.3 In the event of a claim for fire (not caused by Force Majeure), theft, or burglary, the contractor shall be reimbursed only the amount received from the Insurance Company and balance, if any, must be covered by the contractor.
- 45.4 Insurance to cover third party liability along with an undertaking indemnifying the Owner from any such claim.
- a. Workmen compensation and /or group personal accidents Insurance policy covering all its employees and works including the sub-Bidder.
  - b. The contractor shall take all pre-cautions to prevent fire of any nature in the area of jurisdiction of his operations and in case of any losses arising out of such accidents, due to negligence shall be the responsibility of contractor.
  - c. The contractor shall also affect and maintain all other insurance, which he may be required under any law or regulation or practice from time to time.
- 45.5 The contractor shall replace the damaged equipment without waiting for settlement of insurance claim. In the case of any delay / lapse on the part of O&M contractor, the loss would be made up by them.
- 45.6 The contractor shall undertake to provide comprehensive accident insurance coverage in respect of every workmen employed by the contractor with Workmen's Compensation Insurance. This policy shall also cover claims for injury, disability disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than the following:
- a. Workmen's Compensation - As per Statutory Provisions
  - b. Employee's Liability - As per Statutory Provisions
  - c. Comprehensive Automobile Insurance: This insurance shall be in such a form to protect against all claims for injuries, disability, disease and death to members of public including the Employer's men and damage to the property of other arising from the use of motor vehicles during on or off the Site operations.

Note:

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- (i) All the insurances mentioned above and required as per the contract shall be kept valid at all times / during pendency of the contract by the contractor.
- (ii) In all the insurances to be maintained by the contractor, Owner shall be the beneficiary of the policy.

45.7 This insurance provision shall be construed in conjunction with the 'Indemnity and Insurance' clause specified in Clause No. 37.

#### 46.0 SAFETY PROCEDURES AND PRACTICES:

46.1 For execution of Purchase Orders involving site work based on the job requirements, all security/ safety rules/ regulation/ statutes prevailing at work site at the time of execution of the job will have to be strictly complied with. All safety equipment like fire hoses, fire extinguishers, safety belts, safety shoes, safety helmets etc. are to be provided by the contractor to its site personnel. In the event of any damage or loss or sufferance caused due to non-observance of any such rules/ regulations, the contractor shall be solely responsible for the same and shall keep TeCL indemnified against all such claims or losses arising out of the same. Penalties shall be imposed for violation of safety norms as under, in addition to Holiday Listing if deemed fit by TeCL.


46.2 For violation of applicable Safety, Health and Environment related norm, a penalty of ₹ 5000/- per occasion.

46.3 Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of ₹ 2,00,000/-) per injury in addition to ₹ 5000/- per occasion as in item-I.

46.4 Fatal accident, a penalty of 1% of the contract value (maximum of ₹ 10,00,000/-) per fatality in addition to ₹ 5000/- per occasion as in item-I.

*Note: Applicable GST shall be extra, over and above the penalties mentioned in this section.*

46.5 All labour law/ statutes/ rules/ regulations including the minimum wages act, employees state insurance, payment of bonus act, employees provident fund, contract labour law etc. are to be strictly complied with. Contractor will be solely responsible for any claim/ liability arising due to/ on account / consequent to the workmen

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engaged by him. Contractor shall keep TeCL indemnified against all such claims of whatsoever nature.


- 46.6 Contractor at its own expenses shall take out workers compensation insurance to cover any claim that may be made by contractor's employees and/ or their heirs and dependents alleging bodily injuries sustained or death suffered by employees as a result of or in connection with the performance of any contractor's obligations under this agreement and will hold TeCL and its employees and representatives harmless from any and all such claims. Contractor's insurance policy shall include a waiver clause as to any insurer's actions against TeCL, its employees and representatives.
- 46.7 The vendor should be advised to take appropriate insurance policy for the effective implementation of the above penalty provision.
- 46.8 In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / treatment charges and group insurance amount, compensation shall be paid by the vendor to the affected person / his family members in presence of Engineer- in-charge as per Workmen Compensation Act.
- 46.9 The contractor shall keep TeCL both during and after the term of agreement, fully & effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands and costs & claims, including but not limited to, legal fees & expenses, suffered by TeCL or any third party for such losses, damages, injuries or death as the result of a wrongful action, negligence or violation of the job site regulations by the contractor or its subcontractors or the personnel or agents or either of them.

Note:

- (i) All the insurances mentioned above and required as per the contract shall be kept valid at all times / during pendency of the contract by the contractor.
- (ii) In all the insurances to be maintained by the contractor, Owner shall be the beneficiary of the policy.


**47.0 HANDING OVER THE PLANT:**

- 47.1 After the expiry of O&M period, the contractor shall hand over the plant to Owner in good operating condition along with all mandatory spares in unused condition. The

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contractor shall demonstrate functional operations of all the major / critical Plant & Equipment.

- 47.2 At the end of the contract period, the contractor shall hand over the Pooling Substation and Transmission lines and bay equipment back to the owner in completely safe and healthy condition and without any pending defect.
- 47.3 While handing over the plant, contractor shall hand over all technical documents, literature, and instruction manuals, lists of spare part & tools & tackles.
- 47.4 In order that the contractor could obtain a Handing Over certificate, he shall rectify any defect/ non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or non-compliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time the Owner may proceed to do the work at operators risk and expense and deduct from the final bill such amount as may be decided by the Owner.
- 48.0 DEFECTS / NON-ACHIEVEMENT PLANT DEPENDABLE CAPACITY AFTER HANDING OVER:**
- 48.1 In order that the contractor could obtain a Handing Over certificate, he shall rectify any defect / non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or noncompliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time owner may proceed to do the work at operators risk and expense and deduct from the final bill such amount as may be decided by owner.

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48.2 All the aforesaid safeguards /rights provided for owner shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

**49.0 HEALTH, SAFETY AND ENVIRONMENT POLICY, MANAGEMENT SYSTEM AND AUDITS:**

49.1 The contractor shall submit comprehensive Health, Safety and Environment (HSE) policy governing their efforts to improve our health and safety performance as well as environmental stewardship. The policy should mention the responsibility of the personnel for compliance to the policy for company-owned and -operated locations. The policy should cover contractor and suppliers to manage HSE in compliance with company's standards.


49.2 HSE audit group should conduct reviews to determine the operational status of assets that are new to the company's portfolio for ascertaining that the work force has been properly trained, and that effective inspection and maintenance programs are in place.

**50.0 FAILURE TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

50.1 If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to Owner at its option by written notice to the contractor to:


50.2 In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as owner may, in writing, requires to be done to safeguard any property or work, or installations from damage, and owner, for its part, may take over the work remaining unfinished by the contractor and complete the same through fresh Bidder or by other means, at the risk and cost of the contractor, and any of his sureties if any, shall be liable to owner for any excess cost occasioned by such work having to be so taken over and completed by owner over and above the cost at the rates specified in the schedule of quantities and rates.

50.3 **Without determining the Contract:** To take over the work of the contractor or any part thereof and complete the same through a fresh Bidder or by other means at the risk and cost of the contractor. The contractor and any of his sureties are liable to owner for any excess cost over and above the cost at the rates specified in the schedule

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of quantities/ rates, occasioned by such works having been taken over and completed by owner.

- 50.4 In other cases, the decision of owner is binding on the contractor.
- 50.5 The whole or part of the security deposit furnished by the contractor is liable to be forfeited without prejudice to the right of owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- 50.6 The amount that may have become due to the contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor . This amount shall be subject to deduction of any amounts due from the contractor to Owner under the terms of the contract authorized or required to be reserved or retained by Owner.
- 50.7 Before determining the contract the Owner shall evaluate whether the default or defaults committed by the contractor is/are curable and can be cured by the Contract if an opportunity is given to him, then owner may issue notice in writing calling the contractor to cure the default within such time specified in the notice.
- 50.8 Owner shall also have the right to proceed or take action as per abovementioned clauses, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his Creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for Owner to give any prior notice to the contractor.
- 50.9 Termination of the Contract as provided for in Clauses above shall not prejudice or affect their rights of Owner which may have accrued up to the date of such termination.
- 51.0 **DEFECTS AFTER TAKING OVER:**

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- 51.1 In order that the contractor could obtain a completion certificate, he/she shall rectify any defect arising from the defective materials supplied by the bidder or workmanship or any act or omission of the contract or that may have been noticed or developed after the works or group of the works has been taken over, the period allowed for carrying out such works shall be normally 15 days.
- 51.2 ‘Engineer-In-Charge’ or authorized representative Owner, whose judgment is final, may, nevertheless, decide in the event of an unexpected or legitimate delay. If a problem is not fixed within the time frame mentioned above, owner may proceed to perform the work at the contractor’s risk and expense and withhold the amount that the Owner determines from the final bill.
- 51.3 If, due to any default on the part of the contractor, a completion certificate has not been issued in respect of the works within one month of the date fixed by the contractor for the completion of the work, Owner shall be at liberty to use the works or any portion thereof in respect of which a completion certificate has not been issued, provided that the contractor has been afforded reasonable opportunity for completion of the works or the portion thereof.

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