GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL)

GIPCL CORPORATE OFFICE, PO: RANOLI-391350
DIST.: VADODARA, GUJARAT

Notice Inviting Tender

For

BALANCE OF SYSTEM PACKAGE FOR 500 MW SOLAR PV PROJECT

At

GREAT RANN OF KUTCH, NR. VILL. KHAVDA IN GUJARAT, INDIA

[Tender Enquiry Doc. No. GIPCL /Solar/BOS/2024-25]

TATA CONSULTING ENGINEERS LIMITED

ISSUE
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DISCLAIMER

1. Though adequate care has been taken while preparing the tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Owner/GIPCL immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of Tender documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

2. GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL) reserves the right to modify, amend or supplement this document.

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5. This Tender document is not an agreement and is neither an offer nor invitation by GIPCL to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by GIPCL or their advisors or employees or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for GIPCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

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ACRONYMS

NIT	:	Notice Inviting Tender
IFB	:	Invitation for Bids
ITB	:	Instructions to Bidders
BDS	:	Bid Data Sheet
GCC	:	General Conditions of Contract
SCC	:	Special Conditions of Contract
TS	:	Technical Specifications and Drawings
BOP	:	Balance of Plant
BOS	:	Balance of System
CIF	:	Cost, Insurance and Freight
CIP	:	Carriage and Insurance paid to (place)
CPM	:	Critical Path Method
EDI	:	Electronic Data Interchange
EXW	:	Ex-factory, ex works or ex warehouse
FCA	:	Free Carrier
FOB	:	Free on Board
FP	:	Forms & Procedures
ICC	:	International Chamber of Commerce
INCOTERMS	:	International Rules for International Trade Law.
NEETG	:	Net Electrical Energy Targeted Generation/Targeted Generation during O&M Period.
STC	:	Standard Test Conditions (Irradiance:1000 Watt/m^2, AM: 1.5, cell temperature 25 °C.

SECTION – 1

NOTICE INVITING TENDER

1.0. INTRODUCTION

1.1. About the Company

Gujarat Industries Power Company Limited (GIPCL) (the "Company") was incorporated in 1985 as Public Limited Company and engaged in business of Electrical Power Generation. The total present capacity of Vadodara (310 MW Gas based+ 1 MW Solar+ 112.4 MW Wind), Mangrol (500 MW Lignite based + 5 MW Solar + 1 MW Solar), Gujarat Solar Park, Charanka (2x40 MW + 75 MW Solar) and Raghanesda Ultra Mega Solar Park (100 MW Solar) is 1184.4 MW. The company is having its registered office at P.O. Ranoli-391 350, Vadodara, Gujarat.

The Company commissioned first power project; a 145 MW gas based Combined Cycle Power Plant in February, 1992 at Vadodara. The Company expanded its capacity and commissioned 165 MW Naphtha & Gas based Combined Cycle Power Plant at Vadodara in November,1997 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL.

GIPCL commissioned 250 MW (SLPP Phase-I: 2x125 MW) Lignite based Power Plant at Nani Naroli, District Surat in November,1999 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL. The Company also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant. Further, SLPP Phase-II: 2 x 125 MW has been commissioned in April 2010.

GIPCL commissioned 112.4 MW Wind Power Project in the State of Gujarat.

GIPCL is in the business of solar power since 2012 and 5 MW photovoltaic Grid connected Solar Power Plant commissioned at Vastan Mines of Surat Lignite Power Station in January 2012. GIPCL has also commissioned 1 MW Distributed Solar Pilot Project at two locations, (i) Village: Amrol, Anand and (ii) Village: Vastan, Taluka: Mangrol in month of April-2016.

GIPCL has commissioned 2x40 MW (AC) Solar PV Power Project in the month of August - 2017 and 75 MW (AC) Solar PV Power Project in the month of June-2019 at Gujarat Solar Park, Charanka. Further, another 100 MW (AC) Solar PV Power Project has been commissioned in the month of August-2021 at Raghanesda Ultra Mega Solar Park, Dist. Banaskantha.

GIPCL has also been allotted land for development of a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat. Further, 600 MW (AC) Solar Project at Khavda RE Park is under execution.

For detailed profile of company and past financial results, bidders may visit website: www.gipcl.com.

1.2. About the Project

GIPCL is developing a 2375 MW Capacity Ultra Mega Solar/Wind/Hybrid Renewable Energy Park having necessary Infrastructures like internal & external road, storm water drainage, water supply system including desalination plant, power evacuation system including transmission line, street lighting, fencing, creation of bund (if required), administrative buildings, telecommunication system, security etc.

GIPCL has been awarded 500 MW (AC) Solar Project by GUVNL, to be developed at 2375 MW RE Park located at Great Rann of Kutch, Nr. Vill. Khavda, Dist. Kutch, Gujarat. In this context, GIPCL has decided to undertake a competitive bidding process for selection of the EPC Contractor for Balance of System Package for 500 MW (AC) Solar PV projects at 2375 MW RE Park, Nr. Village Khavda, Great Rann of Kutch, in the State of Gujarat.

1.3. Scope of Work

GIPCL invites interested parties to participate in this Tender for bidding and selection process for the appointment of Contractor for design, engineering, manufacturing, procurement, supply, packing and forwarding, transportation, insurance, unloading, construction, civil works, Installation, testing and commissioning 500 MW (AC) Solar PV plant on EPC basis in accordance with the specifications, terms and conditions of the contract under single point responsibility **excluding Supply of Solar PV Modules (PV Modules shall be supplied by GIPCL as Free Issue items to Bidder)**. It also includes the comprehensive O&M contract for three (03) years.

2.0. TABLE A: IMPORTANT DATES

Sr	Event	Details
i.	Date of upload of original tender (Tender Document No GIPCL /Solar/BOS/2024-25)	: 30.04.2024
ii.	Tender Document Downloading	: Web site https://www.tender.nprocure.com or https://www.gipcltender.nprocure.com (For view, download and on-line submission) and GIPCL website http://www.gipcl.com (For view & download only.)
iii.	Site Visit by Bidders	: 14.05.2024 Bidder has to give the name along with their Govt. ID proof by 10.05.2024 to GIPCL for the person visiting the site
iv.	Last date and time for receipt of Pre-bid queries/ clarifications	: 15.05.2024
v.	Date and Time of Pre-bid Meeting /Briefing Meeting (Online)	: 16.05.2024 at 11:30 Hrs, Via MS Teams
vi.	Online (e-tendering) Tender/Offer submission last date **{This is mandatory}**	: 13.06.2024 Time: 17:00 hours (IST) On n-procure portal for Bid Submission

Sr	Event		Details
vii.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) **{This is mandatory}**	:	14.06.2024 Venue: GIPCL Corporate Office, PO: Ranoli - 391 350, Dist. Vadodara.
viii.	Bid Validity	:	Offers shall be valid for a period of 120 days from bid submission due date.
ix.	Date of opening of Tender Fee, EMD Cover, and Technical Bid Physical as well as Online opening	:	Will be decided by GIPCL (Internal opening by GIPCL)
x.	a) Opening of Financial Bid b) e-Reverse Auction starts from	:	a) Will be decided by GIPCL b) Will be informed by GIPCL to all qualified Bidders.
xi.	Schedule date for Commissioning of 500 MW (AC) Projects	:	16 Months from the date of issue of LoI.
xii.	EMD Validity	:	120 days from bid submission due date or as extended by GIPCL.
xiii.	Tentative Date for completion of Operational Acceptance Test	:	30 Days from the date of Commissioning.
xiv.	Operational Acceptance Test (OAT) Test Period & start of O&M Period	:	Operational Acceptance Test (OAT) Period shall start as under: A) If the Contractor successfully completes Operational Acceptance Test (OAT) in first attempt within 30 days from date of commissioning, then PG Test Period and O&M Period will start from the date when the OAT was started. (OR) B) In case the Contractor fails the OAT in the first attempt, the Contractor shall be allowed maximum 30 days for corrective actions and further next OAT shall start on completion of 30 days period or earlier as desired by the Contractor. The PG Test and the O&M period shall start from the date when of second OAT period is started. In case the Contractor fails in the second attempt as well, a penalty will be imposed at 1% of EPC Contract Price

Sr	Event	Details
		(plus applicable GST). In this case, irrespective of the result (whether pass or fail) of the OAT, the PG Test and O&M Period shall start at the beginning of the second OAT. The start of O&M and first year operation shall be considered after successful completion of operational acceptance test or 60 days from date of commissioning of 500 MW (AC) Solar Project whichever is earlier. Further all the guarantees related to NEETG shall also be applicable. (OR) C) However, in case of failure of the second OAT, if the Contractor needs more time to further take corrective action at its own discretion, then the same may be allowed by GIPCL without imposing any further penalty on the Contractor towards such subsequent OATs. However, if the Contractor is successful in third attempt then the penalty deducted at the time of unsuccessful 2nd attempt of OAT shall be returned but if the Contractor fails in third attempt of OAT then penalty charged at the time of second unsuccessful attempt of OAT shall not be returned to the Contractor. D) In any case the start of O&M period and first year operation shall be considered after successful completion of operational acceptance test or 60 days from date of commissioning of 500 MW (AC) Solar Project whichever is earlier. Further all the guarantees related to NEETG shall also be applicable.

Sr	Event		Details
xv	Operation and Maintenance (O&M) Period	:	Upon start of OAT Test Period as per Clause No. xiv above for a period of three (3) years.

Note:

The above-mentioned dates are subject to amendment, in which case the bidder is requested to refer amendments/corrigendum.

TABLE B: IMPORTANT AMOUNTS

Sr. No.	Head		Amount (and Validity)
i.	Tender Fees (non-refundable) to be paid by DD or Online payment as per Procedure given in Appendix-22	:	Rs. 29,500/-(25,000 + 18% GST) (Rupees Twenty-Nine Thousand Five Hundred Only)
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee/DD or Online payment as per Procedure given in Appendix-22	:	Rs. Five (05) Cr. (With a validity as per Clause No. xii of Table A (Important Dates) above.
iii.	Security Deposit cum Performance Bank Guarantee (PBG)	:	The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the EPC Contract Price within 01 month after issuance of LoI. The validity period of PBG should be for a total period up to 31 months from the date of LoI or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.

iv.	O&M Bank Guarantee (O&M BG)	:	5% of EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xiv of Table A (Important Dates) above for a period of three (3) years, to the 90 days beyond completion of the O&M Period mentioned in Clause No. xv of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period and recovery towards shortfall in NEETG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period.

Note: In case of Online Payment is considered for Tender Fee or EMD, Bidder shall submit the proof of UTR No. in physical and online bid on or before last date of Bid submission.

3.0. PRE-QUALIFYING REQUIREMENTS

3.1. Qualification of Bidder will be based on meeting the criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. Bidder shall furnish documentary evidence in support of the qualifying requirement stipulated below:

GIPCL/Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed , works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance of similar capacity and nature within scheduled timeline; (vii) customer feedback; (viii) banker's feedback; (ix) commissioned within last seven (7) years as on the date of bid submission etc.

3.2. **Technical**

The Bidder should have designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of Balance of System of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 100 MW (AC) or higher, out of which at least one plant should have been of 40 MW (AC) or higher capacity.

The reference plant of 40 MW(AC) or higher capacity must have been executed in the last seven years as on the last date of bid submission and should have been in successful operation for at least six (6) months prior to the last date of bid submission.

Notes for Clause 3.2 :

a. The reference SPV based grid-connected power plant of 40MW(AC) or above capacity should be at a single location developed by Bidder for itself or an other client.

b. For clause 3.2 Bidder shall submit certificate of successful completion and operation from the Owner.

c. Direct/Indirect Order

The Bidder shall also be considered qualified, in case the award for executing the reference work has been received by the Bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such

owner of plant or any other intermediary organization shall be required to be furnished by the Bidder along with its Techno-Commercial bid in support of Bidder's claim of meeting the qualification requirement as per clause 3.2 above. Bidder shall also submit a certificate of successful completion and operation from the Owner.

d. The Balance of Systems, under Clause 3.2, refers to works related following three areas in a Solar PV Plant:

i. Electrical Works.

ii. Civil works including Module Mounting Structures, drainage, culverts, roads, protection bunds, buildings or structures housing utilities, module cleaning system.

iii. Complete works including Concept to commissioning of the Solar PV plant (excluding supply of PV Modules)

3.3. **Financial**

(i) Minimum Average Annual Turnover **(MAAT)** of the **Bidder for last three (3) financial years shall be at least Rs. 300 Crores (rupees three hundred crores) only.**

(ii) The Net Worth of the Bidder during the last financial year should be positive.

Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).

The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth. A certificate from CA shall be submitted along with the bid certifying the turn over & net worth to meet the qualifying criteria.

(iii) The Bidder shall submit audited annual report for the last three Financial Years.

3.4. **OTHER CRITERIA FOR QUALIFICATION**

i. The Bid of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have valid Proof of Permanent EPF account no., ESI registration no. and valid GST no.

ii. The Bidder should have valid licenses under The Contract Labour (Regulation & Abolition) Act, 1970 & The Contract Labour (P & R) (Gujarat) Rules 1972 and amendment from time to time & as specified in the Labour Engagement clause below and should give an undertaking that he will get himself registered within one month if work is allotted to him.

iii. The bidder should have valid electrical contractor license from State of Gujarat. If not, the bidder should give an undertaking that he will get himself registered within one month if the work is allotted to him.

iv. **Labour Engagement**

a) The Contractor shall be responsible to provide all wages and allied benefits to its labours engaged for execution of the project work. The Contractor shall 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.

b) Strict adherence of 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 GIPCL on account of default in this regard by the Contractor.

c) The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.

d) The successful Bidder shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within One (1) month of the issue of Detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice and its EMD and/ or performance guarantee shall be forfeited.

v. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted/banned/de-listed/debarred from any Public Sector undertakings of Central Govt./ State Govt. /SEBs / Corporations/ GIPCL / GUVNL / GERMI / GETCO/ CEA/ PGCIL/ POSOCO etc.

vi. The experience list shall include only projects executed by Bidder himself as a turnkey contractor which shall include entire Engineering, Procurement, Supply & Installation and not as a sub-contractor. The list of projects executed shall clearly mention name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.

vii. The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. GIPCL reserves the right to confirm / verify any data or information through their own sources. GIPCL also may contact directly the references given for the project executed and may also visit the site, manufacturing facilities & sub- vendors works etc., physically to ascertain capabilities of the applicant, if so desire at their own cost. Bidder may have to facilitate GIPCL for any such visit.

viii. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria.

ix. The Bidder or its Proprietor / Partner(s) / Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation

to business dealings during the past seven (7) years. A self-attested Declaration certificate on the Letterhead of the Company shall be submitted.

x. GIPCL shall also take into account past experience of Project execution by Bidder for GIPCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection on following criteria. GIPCL decision regarding the same shall be final & binding to the bidder.

xi. Bidder should not have executed any project(s) making inordinate delay beyond the scheduled completion period, solely attributable on bidder's part excluding any Force Majeure conditionalities, for the project of similar project in nature. Bidder shall submit undertaking for the same as part of Bid submission document.

xii. GIPCL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for GIPCL based on reasonable grounds/ reasons for such rejection/disqualification. GIPCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.

xiii. Bids submitted with Conditionalities, without "No Deviation" Form as stipulated in GIPCL Tender will not qualify for Techno Commercial eligibility and acceptance and further evaluation.

The Bidder should meet all the above eligibility criteria as on the bid due date. The bids of only those bidders, who meet the Bidder's Eligibility Criteria, will be considered for further evaluation.

Notwithstanding anything stated above GIPCL reserves the right to verify all statements/ information submitted to confirm the Bidders claim on experience and to assess the Bidders capability and capacity to perform the contract should the circumstances warrant such an assessment in the overall interest of the project.

Further, notwithstanding the above, GIPCL reserves the right to accept or reject any BID and to annul the process of submission of BID and reject all or any BID, at any time without assigning any reason thereof. GIPCL shall not in any way be responsible or liable for any loss, damage or inconvenience caused to the bidders on account of the rejected bids. GIPCL shall be under no obligation to inform the respective bidder(s) of the rejection and / or ground for rejection.

4.0. SUBMISSION OF BIDS

4.1. Technical Bid (Techno-commercial unpriced Bid)

Bidder to ensure that the bids are submitted Online (e-tendering) as well as in physical form within the scheduled time as specified in 2.0 Table A above. Technical bid in any one form i.e. Online or in physical submission, shall not be considered. In the event of any discrepancies in the physical document submitted, the documents submitted online will be considered as final and evaluated.

Technical Bid (Techno-commercial unpriced Bid) in Two (2) copies (1 Original+ 1 Copy) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial unpriced bid).

4.2. **Financial Bid**

It is **mandatory** for all the Bidders to submit their Financial Bid **ONLINE only** via e-tendering portal. **Please note that Price Bid is not to be submitted in physical form**. Price Bids submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation.

Bidders to note that Price Bid of only those Bidders shall be opened (On-line- tendering) who are found technically qualified and are found reasonably responsive to GIPCL's Tender terms and conditions and Scope of Work.

4.3. In addition to bid submitted Online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time specified. All such documents should be strictly submitted by RPAD / speed post/ in person in sealed cover only. Otherwise, the offer submitted Online will not be considered and no further communication in this matter will be entertained.

4.4. Technical Bid (Techno-commercial unpriced Bid) envelope shall be superscribed as: Balance of System for 500 MW AC Solar PV Project at Great Rann of Kutch Area, Nr. Village Khavda, Gujarat. All the relevant documents of Tender in respective covers as mentioned in the Tender document shall be submitted by Registered Post A.D. or Speed Post or by Hand Delivery addressed to:

Shri A K Vaishnav,
General Manager (RE Projects),
Gujarat Industries Power Company Limited,
PO: Ranoli -391 350, Dist.: Vadodara, Gujarat,

superscribing the envelope with Tender No. and Description. "**NO COURIER SERVICE"** shall be considered for submission of Tender.

Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.

5.0. IMPORTANT NOTE TO BIDDERS

(i) The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.

(ii) Deleted

(iii) No Bid shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and GIPCL does not assume any responsibility for late receipt of the Bid.

(iv) All interested parties are requested to understand this Tender in detail in order to comply with GIPCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall strictly abide by All terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Owner to be considered for participation in this Project.

(v) Tender Fee and EMD shall be submitted in two separate envelopes.

(vi) Tender fee (non-refundable) will be accepted by DD drawn in favour of the Gujarat Industries Power Company Limited payable at Vadodara or Online payment as per Procedure given in Appendix-22. Bids submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be super scribed as "Tender Fee". **Cheques are not acceptable**.

(vii) Bidder(s) have to submit EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of :

(a) Bank Guarantee issued by Nationalized Banks or other Banks as per the List of Banks mentioned in Section-6, Appendix-15.

(b) Demand Draft in favour of "Gujarat Industries Power Company Limited" payable at Vadodara or through Online payment as per Procedure given in Section-6 Appendix-22.

The envelope for EMD should be super scribed as "EMD". Cheques are not acceptable.

(viii) Any technical/commercial query pertaining to this Tender should be referred to:

Shri A. K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
P.O.:Ranoli-391 350,
Dist: Vadodara, Gujarat, India
Tel.:+91-265-2234343 / +91-265-2230182
Fax: +91-265-2230029
Email: akvaishnav@gipcl.com, repark@gipcl.com

(ix) Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions-a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below.

(x) Bidder may go through the e-tendering instruction for online Bid participation through n- procure platform for further details and guidance for participation in the tendering process through e-tendering.

(xi) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road, Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

(xii) Bidder may visit https://www.tender.nprocure.com/faqs for information regarding e-tendering registration process.

(xiii) To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on https://e-auction.nprocure.com and it is mandatory to submit the same along with physical Technical bid (In EMD cover); so that the bidder shall be allowed to participate the e-Reverse Auction.

(xiv) Tender Documents (PDF Format) can be downloaded from Web site https://www.tender.nprocure.com, https://gipcltender.nprocure.com or http://www.gipcl.com

(xv) GIPCL reserve the rights to accept/reject any or all Bids without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Price Bid to know the latest status.

SECTION – 2

INSTRUCTIONS TO BIDDERS

1.0. GENERAL INSTRUCTIONS

1.1. The current document is the Tender Enquiry Document (TED) requesting a proposal for implementation of the Project on a fixed price lumpsum basis/EPC basis. A Contractor would be selected through competitive bidding process for execution of the Balance of System package for 500 MW Solar PV Project.

1.2. The Owner expects Bidders to confirm compliance to terms, conditions and specifications as specified in this TED at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this TED.

1.3. Before submitting the Bid, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.

1.4. Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this TED are liable to be rejected without any further opportunity.

1.5. Bidders need to ensure that in the event the Contract is awarded to it, and during execution of the Contract, it shall not seek to alter any agreed contractual terms, conditions, and specifications.

1.6. All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the TED document and must be delivered along with Bids.

1.7. The specification provided with this TED outlines the functional requirement. The Bidder must submit a Proposal based upon their own design, meeting the functional requirements.

1.8. Bidders shall deploy the latest state-of-the-art technology and must ensure that the goods supplied are new, unused and of most recent or current models and incorporate all recent improvements in design and materials for the implementation of the Project.

1.9. This ‘Instructions to Bidders’, in original, issued along with TED document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance.

Bid sent without having the prescribed TED document and without complying with the terms and conditions of TED shall be ignored.

1.10. The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).

1.11. The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the TED and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.

1.12. In case of change in ownership of the Project, all the Agreements and Contracts signed with the Owner will stand true and valid with the new Owner of the Project.

1.13. Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

1.14. The entire site for the work shall be made available along with LoI.

1.15. Canvassing in connection with Tender is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable for rejection straight way.

1.16. All rates shall be quoted on the proper form i.e., price bid supplied as part of the Tender documents on e-tender portal by the Department.

1.17. The Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

2.0. NOT USED

3.0. LOCAL CONDITIONS

3.1. The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction or any other purpose to complete the works, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.

3.2. The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property

and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

3.3. Failure to visit the Site or failure to study the TED shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the TED.

3.4. In no case the date of Time for Completion of the project shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline of Gujarat Industries Power Company Limited (GIPCL) under the Scheme/Contract.

3.5. The Bidder must conduct its own inspection of the Project Site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints. This applies in particular to the transportation of equipment to the Project site and the scope of site works. The Bidder shall also inspect the site and the access to site from the point of manufacture to make sure that its equipment is suitable for the available access and the site terrain.

3.6. It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the TED;

b) received all relevant information requested from the Owner;

c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the TED or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.

d) satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the Project in accordance with the TED and performance of all of its obligations there under;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the TED or ignorance of any of the matters referred to in the TED herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and

f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.7. The Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TED or the Bidding Process, including any error or mistake therein or in any information or data given by the Company.

4.0. LOCAL REGULATORY FRAMEWORK

4.1. It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the

Bidding Documents. The Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.

4.2. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the TED shall be entertained by the Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.

5.0. CLARIFICATIONS TO TENDER DOCUMENT

A Bidder requiring any clarification of the Tender documents may notify GIPCL in writing or by facsimile or by e-mail to GIPCL's contact as mentioned below:

Shri A. K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
PO: Ranoli-391 350,
Dist.: Vadodara, Gujarat, India
Tel.:+91-265-2234343 / +91-265-2230182
Fax: +91-265-2230029
Email: akvaishnav@gipcl.com, repark@gipcl.com

6.0. AMENDMENTS TO TENDER DOCUMENT

6.1. GIPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.

6.2. The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.

6.3. In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, GIPCL at its discretion, may extend the deadline for the submission of Bids.

6.4. Bidders are advised to seek technical & commercial clarifications prior to Bid submission stag. GIPCL will issue necessary replies / amendments, if necessary. Bidders are requested not to take any technical and commercial deviations. Bidders shall also submit No Deviation Declaration in their Bids. Any Bid which contains deviations shall be liable for rejection.

7.0. ACCEPTANCE OF BIDS

7.1. GIPCL neither bind itself neither to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on GIPCL to disclose any analysis report.

8.0. WITHDRAWAL OF INVITATION TO BID

8.1. While GIPCL has floated this Tender and has requested Bidders to submit their proposals, GIPCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

9.0. REPRESENTATIVE/ AGENT OF BIDDER

9.1. All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, GIPCL shall not accept any responsibility.

10.0. FINANCIAL PROPOSAL AND CURRENCIES

10.1. The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes in the e- tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

11.0. BANK GUARANTEES & EMD

11.1. EMD shall be in the form of Bank Guarantee/Demand Draft/Online Payment as per procedure given in Section-6, Appendix-22.

11.2. The validity of EMD shall be as mentioned in NIT.

11.3. The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of GIPCL desiring to award the work to the said Bidder. GIPCL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Intent and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.

11.4. The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LoI along with the submission of Security Deposit by successful Bidder.

- The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be returned after submission of the Performance Bank Guarantee.
- EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.

11.5. The EMD shall be forfeited and appropriated by GIPCL as per the discretion of GIPCL as genuine, pre-estimated compensation and damages payable to GIPCL for, inter alia, time, cost and effort of GIPCL without prejudice to any other right or remedy that may be available to GIPCL hereunder or otherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;

b) In the case of Successful Bidder,

i. Failing to submit unconditional acceptance of issued LoI within 01 week and furnish Security Deposit cum Performance Bank Guarantee within 30 days from the date of issue of LoI.

12.0. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD/PBG)

12.1. The Successful Bidder shall furnish the following Bank Guarantees:

i) Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 16 (B): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee, shall be furnished in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of EPC Contract Price, within 30 days after issuance of LoI as per the format given in Appendix 16(B). However, in case Bidder fails to submit PBG within 30 days after issue of date of L0I, GIPCL reserves the right to cancel LoI and to recover all cost and liability thereof from Bidder.

ii) Bidder to carefully examine the PBG Format enclosed with the tender document and obtain necessary clearance from their Bank for issue of PBG as per the prescribed Format. **No change request post issue of LoI in format of PBG or change of issuing Bank other than as per list included in tender will be accepted.**

13.0. PROJECT MANAGEMENT CONSULTANT AND THIRD-PARTY INSPECTION AGENCY

13.1. A Project Management Consultancy (PMC) or Third Party Inspection agency (TPI) may be appointed by GIPCL, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, hook-up, quality, execution, and commissioning, during the span of the Project. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection to Inspection agency.

14.0. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

14.1. Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any

liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

14.2. The Owner reserves the right to reject any Bid and appropriate the EMD if:

a) after reviewing the Bid there is doubt that the offered works, materials or equipment are not state of the art and/ or not suitable for the site operating conditions;
b) at any time, a material misrepresentation is made or uncovered, or
c) the Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.

14.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:

a) select the next Bidder with the Lowest EPC Contract Price as the Successful Bidder;

<or>

b) Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.

14.4. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the LoI or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LoI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Contractor, without the Owner being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.

14.5. The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

SECTION – 3

SUBMISSION OF BID

ISSUE
P0

1.0. GENERAL TERMS

1.1. Notwithstanding anything to the contrary contained in this TED, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

1.2. The Bid should be furnished in the formats mentioned in the TED document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.

1.3. The Bidder shall submit a power of attorney as per the format at " 10: Format of Power of Attorney as Authorized Signatory" authorizing the signatory of the Bidder to commit to the Bid or as per their Company's format.

1.4. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

1.5. The TED documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.

1.6. The Bidder shall submit PF code number allotted by Regional PF Commissioner. Failure to do so is likely to result in the offer being rejected.

1.7. Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL's Tender terms and conditions including but not limited to Scope of Works.

2.0. FORMAT AND SIGNING OF BID

2.1. The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Bids that are received in the required formats and complete in all respects.

2.2. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

3.0. SEALING AND MARKING OF BID

3.1. The Bid of the Bidder shall be contained in one (1) single "Main" Envelope.

3.2. The Main Envelope shall contain Three (3) Envelopes as follows:

1. **"Original" Envelope;**
2. **"Pendrive" Envelope.**
3. **"Copy" Envelope (shall contain physical copies of all the documents submitted in original Envelope)**

3.3. The "Original," Envelopes shall contain the following Envelopes:

a) Cover-I: Signed Copy of the Tender Document(s)
b) Cover-II: Enclosures of the Bid
c) Cover-III: Proof of EMD; and Tender Fee along with Pass- Phrase for Techno-commercial and Financial bids (Two separate envelope with superscripting the name of both Pass Phrases).

d) Cover-IV: Financial Proposal unpriced duly signed and stamped

3.4. The "Pendrive" Envelope shall contain one (1) no. of Pendrive containing the following folders with the same information submitted in the Original Envelope:

a) Cover-I: Signed Copy of the Tender Document(s)
b) Cover-II: Enclosures of the Bid
c) Cover-III: Proof of EMD; and Tender Fee along with Pass- Phrase for Techno-commercial and Financial bids (Two separate envelope with superscripting the name of both Pass Phrases).
d) Cover-IV: Financial Proposal unpriced and duly signed and stamped

3.5. All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the "Original" Envelope.

3.6. All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the Pendrive in an appropriately organized manner as in the physical copies, and enclosed in the "Pendrive" Envelope.

3.7. IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE **PENDRIVE.**

3.8. Envelopes shall be clearly marked as "Original," and "Pendrive".

3.9. The content of documents uploaded on e-Procurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on e-Procurement portal shall stay valid.

4.0. ENCLOSURES OF THE BID

4.1. Cover-I shall be duly marked as "Signed copy of the Tender Document(s)" and shall include the duly signed and sealed Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by GIPCL as per the provisions in this Tender.

4.2. The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in Cover-II and marked as "Enclosures of the Bid". These documents shall include:

a) The Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter.
b) Details of the Bidder as per format prescribed in Appendix 2: Details of Bidder.
c) Attested copy of GST Registration Certificate of Bidder.
d) Attested copy of PAN Card for Bidder.
e) Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder.
f) Attested copy of Provident Fund Code and ESI Registration No. of Bidder.
g) Details of similar Technical Experience as per format prescribed in Appendix 3
h) Project execution plan as mentioned in Appendix 4: Format for Project Execution Plan.
i) Details of qualified technical staff as per format prescribed in Appendix 5
j) Declaration of Compliance as per format prescribed in Appendix 6
k) Self-certification and Declaration as per format prescribed in Appendix 7
l) No Deviation Certificate as per format prescribed in Appendix 8
m) Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 9.
n) Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 10
o) Format of Summary of audited financial statements as per format prescribed in Appendix 11.
p) (If applicable) Authorization of use of financial capability by Parent Company as per format prescribed in Appendix 13: Format of Authorization by Parent Company with the necessary financial statements and summary required from the Bidder.
q) Format for Undertaking as per format prescribed in Appendix 19

r) Format of declaration of eligibility as per format prescribed in Appendix 20
s) Format for Confidentiality undertaking as per format prescribed in Appendix 21
t) Deleted
u) Scope of Insurance complying to Appendix-25 – Insurance requirements
v) Format for Qualifying Requirement Data as per Appendix-26
w) Form of Declaration of the Contract Labour (regulation and abolition) Act 1970 & the Contract Labour (P&R) Gujarat rules 1972 and amendments from time to time as per Appendix-28
x) Form of Declaration of the Electrical Contractor License from State of Gujarat as per Appendix-29
y) Form of Declaration of Non-conviction by Court of Law as per Appendix-30
z) Filled & Signed copy "TECHNICAL DATA SHEETS & SCHEDULES" as per Volume – II
aa) Form for disclosure of Technology proposed Appendix -33
bb) Submission of Technical Document Appendix – 34
cc) Submission of Format for Vendor Registration – Annexure A2

4.3. Cover–III shall be duly marked as "copy of Proof of EMD and Tender Fee" and shall contain the copy of proof of Tender Fee and EMD.

4.4. Cover-IV shall be duly marked as "Financial Proposal unpriced duly signed and stamped" and shall contain the Financial Proposal (unpriced duly signed and stamped) as per the format prescribed in Section-6 Appendix 14: Format of Financial Proposal.

4.5. All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory.

4.6. All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

Outer Envelope

"Tender Bid Document' for Bid for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning, OAT Test, comprehensive O&M (03 Years) and taking over by Owner/GIPCL of 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

Cover-I shall bear the following identification:

"Cover-I: Signed RFP Document for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning, OAT Test, comprehensive O&M (03 Years) and taking over by Owner/GIPCL of 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

Cover -II shall bear the following identification:

"Cover-II: Enclosures of the Bid for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning OAT Test, comprehensive O&M (03 Years) and taking over by Owner/GIPCL of 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

Cover -III shall bear the following identification:

"Cover-III: EMD and Tender fees of the Bid for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning, OAT Test, comprehensive O&M (03 Years) and taking over by Owner/GIPCL of 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

Cover -IV shall bear the following identification:

"Cover-IV: Financial Proposal (unpriced but duly signed and stamped) for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning, OAT Test, comprehensive O&M (03 Years) and taking over by Owner/GIPCL of 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat

4.7. Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each envelope.

4.8. Each of the envelopes shall be addressed to:

ATTN:
Shri A. K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited PO: Ranoli-391350,
Dist.: Vadodara, Gujarat, India
Tel.:+91-265-2234343 / +91-265-2230182
Fax: +91-265-2230029 Email: akvaishnav@gipcl.com; repark@gipcl.com

4.9. If the envelopes are not sealed and marked as instructed above, the Company assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

4.10. Bids submitted by fax, courier or e-mail shall not be entertained and shall be rejected.

5.0. BID DUE DATE

5.1. Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.

5.2. GIPCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/ Addendum for all Bidders.

6.0. LATE BIDS

6.1. Bids received by the Owner after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/opening of the Bid.

7.0. CONFIDENTIALITY

7.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Company in relation to or matters arising out of or concerning the bidding process. The Company will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Company may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Company.

8.0. CORRESPONDENCE WITH THE BIDDER

8.1. The Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

9.0. BID OPENING AND EVALUATION

9.1. The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this TED.

9.2. To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

9.3. After the receipt of Bids, the Owner may at its discretion send a team of engineers if necessary to inspect the engineering facilities, to ensure suitability and satisfactory working conditions at the Bidder's works/yards(s) and equipment listed to be used by the Bidder for

the work. The Bidder shall ensure that the aforesaid team shall at all the times have access to visit and inspect works, equipment etc.

10.0. TESTS OF RESPONSIVENESS

10.1. Prior to evaluation of Bids, the Owner shall determine whether each Bid is responsive to the requirements of the RFP/TED. A Bid shall be considered responsive only if:

i) it is received in the manner prescribed in this TED/ RFP.
ii) it is accompanied by the requisite Tender Fee and EMD.
iii) it is received with all the Enclosures of the Bid as prescribed in this TED/ RFP.
iv) its Enclosures are received as per the formats specified in Appendices as well as the Tender.
v) it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified).
vi) it complies will all the terms, conditions and provisions specified in this Tender; and
vii) it does not contain any conditions or deviations.

10.2. The Owner reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Owner in respect of such Bid.

11.0. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. In case any clarifications are sought by the Owner after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.

11.2. No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

12.0. EVALUATION OF BID AND SELECTION OF BIDDER

12.1. Bidder shall refer the details given in Section-6 Appendix-23 for Evaluation of Bid and Selection of Bidder.

13.0. CONTACTS DURING BID EVALUATION

13.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested

parties are advised to refrain from contacting by any means, the Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

14.0. EMPLOYMENT OF OFFICIALS/ EX-OFFICIAL OF THE OWNER

14.1. Bidders are advised not to employ serving the Owner. It is also advised not to employ ex-personnel of the Owner within the initial two years period after their retirement/ resignation/severance from the service without specific permission of the Owner. The Owner may decide not to deal with such firm(s) who fails to comply with the above advice.

15.0. DECLARATION ON BIDDER'S RELATION TO DIRECTORS

15.1. The Bidders are required to certify in prescribed format Section-6 Appendix-9: Declaration on Bidder's Relation to Directors, whether he/they is/are related to any of the Directors/Senior Personnel of the Company in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

16.0. LETTER OF INTENT ("LoI") AND NOTIFICATION TO PROCEED

16.1. After selection of the Successful Bidder, a Letter of Intent (the "LoI") shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.

16.2. On issue of the LoI by the Company, Authorised representative of the Successful Bidder shall sign the Contract Agreement within 30 (thirty) days and submit the Bank Guarantee within the stipulated time.

17.0. PERFORMANCE BANK GUARANTEE

17.1. Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Section-6 Appendix-16(B): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited. The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of the EPC Contract Price, within 30 days after issue of date of LoI, initially validity period of PBG should be for a total period up indicated in the Contract (plus 12 months claim period) from the date of LoI. However, in case of delay in demonstration of the PG test, the same will have to be extended up to 6 months beyond the due date and when asked by GIPCL based on the revised approved completion schedule. No interest is payable on PBG amount.

17.2. The bank guarantee by the Contractor will be given from bank specified in Appendix 15: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.

17.3. The PBG shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Contractor either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of

premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Contractor.

17.4. The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non- performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.

18.0. FRAUDULENT PRACTICES

18.1. The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.

18.2. Any effort by a Bidder to influence the Owner on the Bid evaluation, bid comparison or Contract award decision may result in the rejection of the Bidder's bid.

SECTION – 4

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0. DEFINITIONS OF THE TERMS AND CONDITIONS OF CONTRACT

1.1 Definitions

1.1.1 In the Contract (as defined below), unless the context requires otherwise the words and expressions defined below shall have the meaning hereinafter assigned to them.

1.1.2 “Affiliate” shall mean an entity controlling, controlled by, or under the common control with, a Party directly or indirectly through ownership of voting securities or by Contract or otherwise.

1.1.3 “Annexure” means all appendices, annexure and schedules annexed to this Contract or incorporated by reference herein and shall include all amendments and revisions thereto made by mutual agreement of Owner and Contractor in accordance with the provisions contained in this behalf in this Contract.

1.1.4 "Applicable Laws” means all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgements, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over construction of the Plant on the Site, performance of the Work or supply of Goods, operation and maintenance of the Plant, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by the Contractor, which time would include Defects Period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Contract hereto, the standard set forth in the contract hereto shall be deemed to be the standards under Applicable Laws.

1.1.5 "Applicable Permits & Clearances” means any and all Permits, Clearances, authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or approvals, required to be obtained or maintained in connection with construction of the Plant on the Site, performance of Work, and the operation of the Plant respectively by the Contractor and the Owner in accordance with the Contract and their maintenance, as may be in effect at the time of Contractor's supply of Goods hereunder; which time would include Defects Period as appropriate.

1.1.6 “Approval” shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.

1.1.7 “Bid” means the offer of the Contractor to the Owner in response to the Tender Enquiry.

1.1.8 “Bidder” means the Bidding Company.

1.1.9 “Bidding Company” means single corporate entity bidding for this Contract.

1.1.10 “Bid Security/Earnest Money Deposit (EMD)” means the security provided by the Bidder to the Owner along with the Bid.

1.1.11 “BIS” means The Bureau of Indian Standards, the National Standards Body of India, resolves to be the leader in all matters concerning Standardization, Certification and Quality.

1.1.12 “BoM” Bill of Materials.

1.1.13 “Business Day” means a day other than a Sunday or public holiday on which banks are open for domestic business in Vadodara.

1.1.14 "Cause" in relation to the revocation or amendment of any Permit means any fact or circumstance, including without limitation any default, neglect or failure to abide by any of the terms and conditions of such Permit.

1.1.15 "Change in Law" means the occurrence of any of the following after the Effective Date of this Agreement.

a) The enactment of any or issuance of any new Indian law that becomes Applicable Law

b) The amendment or repeal, or re-enactment of any existing Applicable law

c) A change in the interpretation or application or enforcement of any Applicable Law by Government instrumentality

d) The revocation or cancellation of any Applicable Permit unless due to a cause attributable to the Contractor.

1.1.16 “Commercial Operation Date” with respect to the Project shall mean the date on which the Solar Photovoltaic Grid Interactive power plant is commissioned (certified by GEDA/WRLDC/ appropriate authority nominated by Central/State Govt.) and available for commercial operation and such date as specified in a written notice given at least 10 days in advance by the Contractor to Owner.

1.1.17 “Completion” means that the Facilities have been completed operationally and structurally and put in a tight and clean condition, and that all the work in respect of the commissioning of the Facilities or such specific part thereof has been completed as per the Technical Specifications.

1.1.18 “Commissioning” shall mean the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary statutory approval, initial tests, checks and adjustments required at site for a period of at least

3 days to the satisfaction of the Owner and necessary certificates are issued by all concerned/nodal agencies appointed by appropriate Authority/Government.

1.1.19 "Contract" means the documents as set out in the form of Contract Agreement as may be amended, supplemented or modified from time to time by agreement in Writing between the Parties.

1.1.20 "Contract Period" means the period from the Effective date (Zero date) up to till the Handover of the Plant.

1.1.21 "Contract Price" means the lump sum fixed price as stated in the Contract and as payable by the Owner to the Contractor in consideration of it performing supply of goods and services in accordance with the provisions of the Contract.

1.1.22 "Contractor Permits" means all Permits, required by the Contractor from any Government Instrumentality for the performance of his obligations.

1.1.23 "Contractor" shall mean the Bidder whose Bid has been accepted by the Owner for the award of the Contract and shall include such successful Bidder's legal representatives, successors and permitted assigns.

1.1.24 "Contractor's Representative" means the person named as such in the Contract or other person appointed and from time to time communicated to the Owner by the Contractor in his place in accordance with the terms of the Contract.

1.1.25 "Contract Schedule" means the schedule set forth in the agreement.

1.1.26 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, including overhead and similar charges, for the full complete and proper supply of Goods, including discharge of all of the Contractor's obligations under and in accordance with the Contract which are duly audited and supported but does not include profit.

1.1.27 "Consultant" shall mean Tata Consulting Engineers Limited appointed by the Owner for the Project and shall include their duly authorised representatives.

1.1.28 "Day" means a calendar Day of 24 (twenty-four) hours.

1.1.29 "Date of Take Over" shall be the date on which the Owner shall Take over the Plant.

1.1.30 "Delivery of Equipment" means delivery in accordance with the terms of the contract complete in all respect, after approval by the Owner.

1.1.31 "Documents" means and includes all design documents, engineering documents, Drawings, calculations (Soft copy of excel file including but not limited to AutoCAD file), computer software (programs), computer media, samples, patterns, models, construction documents, erection documents, Operation and Maintenance Manuals, and other manuals, and the like as well as, all other data and information to be submitted by the Contractor and shall include without limitation, engineering, design

and construction drawings, data sheets, specifications, plans, bills of Materials and estimates.

1.1.32 “Drawings" shall mean all:

a) Drawings furnished by the Owner or the Consultant.

b) Supplementary drawings furnished by the Owner or the Consultant to clarify and to define in greater detail the intent of the Contract.

c) Drawings submitted by the Contractor with his proposal provided such drawings are acceptable to the Owner or the Consultant.

d) Engineering data and drawings submitted by the Contractor during the progress of the supply of Goods, provided such engineering data and drawings are acceptable to the Consultant or the Owner.

1.1.33 “Effective Date" or "Effective Date of Contract" or “Zero Date” means the date on which the Contract comes into force and effect, i.e. From the date of issue by the Owner of the Letter of Intent to the Contractor.

1.1.34 “Electricity Laws” shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and utilities in India, the rules, regulations and amendments issued by the Commission from time to time.

1.1.35 “Final Acceptance Certificate” is the certificate issued by the Owner on completion of punch points, submission of O&M Documents and handing over of the plant to O&M complete in all respects.

1.1.36 "Financing Document' means any document relating to the:

Debt or equity financing to the Owner for provision of funds for the development, design, construction and or operation of the Plant; or Funds for refinancing part or whole or take-out of any such financing.

1.1.37 “Financial Closing Date" means the date on which Owner has access to funds pursuant to Financing Documents.

1.1.38 “Financing Party" means any Person or Persons providing:

a) Debt or equity financing to the Owner (including Owner’s sister concerns) to provide funds for the development, design, construction and / or operation of the Project;

b) Interim or long term financing for the construction of the Plant.

1.1.39 "Force Majeure Event" shall have the meaning set forth in clause no. 20 of these Conditions of the Contract.

1.1.40 "General Conditions of Contract" means these 'Terms and General Conditions of Contract' as mutually amended in accordance with the provisions contained in this behalf herein as applicable to scope of supply of Goods.

1.1.41 "Goods" means all of the equipment, machinery, apparatus, appliances, components and/or other Materials and things, which the Contractor is required to supply to the Owner under the Contract.

1.1.42 "Good Engineering Practices" means those practices, methods, acts, techniques and standards as may be followed or employed in the safe and reliable supply of Goods and discharge of its obligations by the Contractor and which (i) are generally accepted internationally for use in the electric utility industry, taking into account conditions in India, in connection with power stations of the same or similar size and type as the Plant, (ii) are commonly used in electric utility engineering, construction, project management and operations, and (iii) would be expected to result in performance of supply of Goods, in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.

1.1.43 "Grid Interactive" means a grid connected system which can feed in power to the grid as per the relevant Indian grid standards.

1.1.44 "Guaranteed Time for Completion" means completion date of the Plant including commissioning of 500 MW (AC) Solar Plant.

1.1.45 "Hazardous Materials" means (i) hazardous materials, hazardous wastes, hazardous substances, toxic substances or contaminants as those terms are defined under any environmental law or regulation, including, but not limited to, Applicable Laws, and in the regulations adopted or promulgated pursuant thereto; (ii) petroleum and petroleum products including crude oil and any fractions thereof; (iii) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; and (iv) any substance that, whether by its nature or its use, is subject to regulation under any environmental law or with respect to which any applicable environmental law or any Governmental Instrumentality requires environmental investigation, monitoring or remediation.

1.1.46 "Installed Capacity" means the capacity of the Project at the generating terminal(s) and shall be equal to 500 MW (AC).

1.1.47 "Inspector" shall mean the authorised representatives appointed by the Owner for purpose of the inspection of materials / Equipment.

1.1.48 "Intellectual Property" means copyrights conferred under statute, common law or equity in relation to inventions (including patents) registered and unregistered trademarks and service marks registered and unregistered designs, circuit layouts,

confidential information, proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields."

1.1.49 "Interim Payment Certificate" means any payment certificate other than Final Payment Certificate, issued by the Owner pursuant to clause no. 13 hereof.

1.1.50 "Liquidated Damages" means the appropriate measures of the damages for such delays and are neither penalty nor consequential damages sustained by Owner as a result of such delays and / or shortfalls, as set forth in clause 11.0 hereof.

1.1.51 "Letter of Intent (LoI)" means the letter issued by the Owner conveying acceptance of the tender offer submitted by the Contractor.

1.1.52 "Manuals" means all the various instruction manuals to be provided as per the Contract by the Contractor and shall include Manuals described in Specifications or General Conditions of Contract.

1.1.53 "Manufacturer" means the Foreign Supplier and/or Indian Supplier who are the producer and supplier of any material or goods or are the designer and fabricator of any equipment / systems which are to be incorporated in or forms part of the Plant.

1.1.54 "Month" shall mean calendar month or a period of 30 (thirty) days as relevant to the context.

1.1.55 "Notice in Writing" or "Written Notice" shall mean a notice in writing, typed or printed or handwritten characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.

1.1.56 Not Used

1.1.57 "Other Contractor" shall mean Contractors engaged by Owner for carrying out other allied infrastructure facilities required for the Plant.

1.1.58 "Operation and Maintenance" of the Plant to be carried out by the Contractor after the successful completion of Operational Acceptance Test (OAT) by the Contractor or 60 days from date of commissioning whichever is earlier for a period of 3 (Three) years.

1.1.59 "Owner" shall mean Gujarat Industries Power Company Limited hereinafter referred to "GIPCL", in its capacity as Owner and shall include its successors and assigns, as well as authorised officers.

1.1.60 "Owner's Representative" means the person appointed by the Owner from time to time and notified as such to the Contractor to act as Owner's Representative for the purposes of the Contract.

1.1.61 "Owner's Instructions" shall mean any drawings, instructions, details, directions and explanations, in Writing issued by the Owner from time to time during the subsistence of the Contract.

1.1.62 "Owner Permits" means the permits, authorisations, consents and approvals required by the Owner to own, posses, operate and maintain the Plant and to generate therein electrical energy.

1.1.63 "Party" means Owner or Contractor individually and "Parties" means Owner and Contractor collectively.

1.1.64 "Operational Acceptance Tests" shall have the meaning as set forth in Technical Specification Volume – II Schedule -VI.

1.1.65 "Plant" means, collectively, all the Solar PV Modules and other apparatus, appliances, machinery, equipment, components and other Works, together with all auxiliaries, Materials, apparatus, appliances others things whatsoever and related buildings as an integrated whole, including without limitation all systems and sub-systems thereof and related facilities, including without limitation any and all appliances, parts, instruments, appurtenances, accessories and other property that may be incorporated or installed in or attached to or otherwise become part of the Plant or as envisaged in the Contract or which otherwise constitutes a part of the Plant and located on Site.

1.1.66 "Project" refers to Design, engineering, manufacture, supply, erection of PV Solar Modules (free issue from Owner), testing and commissioning of 500 MW (AC) Solar PV Technology, Grid Interactive Solar PV Power on turnkey basis at Great Rann of Kutch, Gujarat, India.

1.1.67 "Project Manager": Means the Project Manager appointed by Owner/GIPCL or its duly authorized representative to direct, supervise and be in-charge of the works for the purpose of the contract.

1.1.68 "Prudent Utility Practices" means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

1.1.69 "Punch List" shall have the meaning as set forth in clause No 13.9.

1.1.70 "Site" means the land on, under in or through which the works are to be executed or carried out and such lands as may be specified in the Contract as forming part of the Site for carrying out of the works.

1.1.71 "Specifications": Means collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments.

1.1.72 "Sub-Contractor" means any person providing equipment, materials or services directly or indirectly to the Contractor in connection with the supply of Goods and includes the legal successors and permitted assignees.

1.1.73 "System Integrator" is a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.

1.1.74 "Take Over" means taking over of the 500 MW (AC) Solar PV Plant by the Owner after completion of the Operation and Maintenance Contract.

1.1.75 "Tests" means all tests to be undertaken by the Contractor under or pursuant to the Contract including all the tests set forth in the Contract.

1.1.76 "Unit" shall mean one (1) kWh energy

1.1.77 "Warranty" shall be as defined in clause no 12.0 hereof.

1.1.78 "Week" means a period of seven (7) Days.

1.1.79 "Works" means the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, deletions, substitutions and variations ordered by the Owner in accordance with the provisions of the contract.

1.1.80 "Writing" shall include any manuscript, typewritten e-mail or printed statement, under or over signature and / or seal of the originator or author as the case may be.

1.1.81 "Year" means 365 (three hundred and sixty-five) days.

1.1.82 "RFP document" or "TED" shall mean this Tender Enquiry Document issued by the Company including all attachments vide RFP No. GIPCL/Solar/BOS/2024-25.

1.1.83 "Electrical Energy Targeted Generation" means the energy generation calculated based on the PVsyst for the 1st Year of O&M Operation and adjusted with a correction factor of 0.7% annually for the 2nd and 3rd year of Operation.

1.2 **Headings and Marginal Notes**

The section headings and marginal notes are not part of these Conditions and shall not be taken into consideration in their interpretation.

1.3 **Interpretation**

1.3.1 Words importing Persons or Parties shall include related firms and corporations and any organisation having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.

1.3.2 Unless inconsistent with the provisions of the Contract, the meaning of any shipping terms and the rights and obligations of the parties thereunder shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per "INCOTERMS 2020".

1.3.3 The term Contractor shall include its Sub-contractor as the context requires.

1.4 **Law, Language and Measurements**

1.4.1 Applicable law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Contractor under this Contract shall be governed and determined by the Laws of State and of the Republic of India.

1.4.2 All correspondence, information, literature, data, manuals, definitive documents, notices, waivers and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English. The official text of this Contract shall be English.

1.4.3 All measurements shall be in metric system.

1.5 **Stamp Duty and Similar Charges**

The costs of stamp duties and similar charges imposed by law on the Contract or Agreement, or any part thereof shall be borne by the Contractor.

1.6 **Effective Date of Contract**

The Contract shall be deemed to have come into force and effect from the date of issue by Owner of the Letter of Intent (LoI) to the Contractor.

1.7 **Priority of Documents**

The following documents shall be deemed to comprise the Contract:

In the event of any conflict between the documents constituting the contract documents, the documents defining the Contract shall take the following order of precedence.

a) Contract Agreement as per proforma vide Appendix-17 (All the agreed documents valid till Formal Contract is signed. No relief for Contractor for not

entering into a formal signed contract and acceptance of LoI shall be treated as valid and legally binding to fulfill all obligations agreed upon as per LoI).

b) Any agreed variation between the Owner and the Contractor including but not limited to minutes of negotiation, amendments if specifications and or specifications and or special terms and conditions of the contract and corrigendum/addendum thereto.

c) Special Conditions of the Contract (SCC)

d) General Terms and Conditions of the Contract (GCC)

e) Technical Specifications

f) All materials, literature, drawings, data and information of any sort given by the Contractor and approved by Owner as well as the one given by the owner to the contractor. The Owner's decision shall be final and binding on the parties. Any other documents as may be required.

The Contractor is deemed to have full knowledge and understanding of the contents of all the foregoing documents whether contained in or incorporated by reference thereto and accepted all the terms and conditions contained therein. In the event of any ambiguity or conflict between any of the foregoing Contract Documents, the Contractor shall, be deemed to have clarified from the Owner all such ambiguities or conflicts, the most stringent requirement shall govern; decision of the Owner shall always be final & binding on the Bidder/Successful bidder. No extra claims shall be allowed on this account. The order of precedence of the foregoing documents shall be the same as listed herein above.

1.8 Documents on Site

The Contractor shall keep at Site one complete set of the Contract, the Documents, Change Orders, communications given or issued under various clauses and sub clauses including clause 1.6 and the Documents referred / mentioned in sub-clause 1.7 duly authenticated by the Owner. These Documents shall be either true copies or original documents, the same being verified as true copies by Owner. The Owner shall have the right to use such Documents at all reasonable times.

1.9 Communications

All certificates, notices**,** instructions, communications, consents, approvals, orders or determination to be given to the Contractor by the Owner, (in as many copies required) and all notices or communication, to be given to the Owner by the Contractor, shall be in Writing and may either be delivered by hand against written acknowledgement of receipt, or be sent by airmail or one of the agreed systems of electronic transmission as agreed by the Owner. The addresses for the receipt of

such communications shall be as stated in the Contract as modified by notice given in accordance with this clause no.1.9. The Contractor shall maintain a separate set of copies of all the inward and outward correspondences which should be produced at any time if need be. The Contractor shall act or modify actions only on the basis of valid written communications received from the Owner and would need to provide the documentary evidence (correspondences received from Owner) if required by the Owner.

1.10 **Contract Documents and other Documents**

1.10.1 The Contract will be signed in 2 Originals and the Contractor shall be provided with one signed original and the other will be retained by the Owner.

1.10.2 Subsequent to signing of the Contract, the Contractor at its own cost shall provide the Owner with at least 10 (ten) true hard copies of the Contract Agreement within 30(thirty) days after signing the Contract.

1.10.3 The Contractor shall furnish to the Owner Documents, Drawings, etc. as indicated in Technical Specification Volume- II.

1.10.4 In addition, and without prejudice to the foregoing the Contractor shall provide to the Owner all “As Built” Drawings after successful commissioning pertaining to the scope for considering the Final Payment.

1.11 **Contractor’s Use of Owner’s Documents**

1.11.1 Copyright in the Owner’s requirements and other Documents issued by the Owner to the Contractor shall (as between the parties) remain the property of the Owner. Ownership in all documents provided by the Contractor to the Owner pursuant to the Contract including design, engineering, Drawings and Works layout (but excluding proprietary information and Manuals provided by vendors of equipment for use of the Owner) shall vest in the Owner. The Contractor may, at its Cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the Owner’s consent, be used, copied or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract including performance of Work or supply of Goods.

1.11.2 The Contractor shall indemnify the Owner in case of breach of this clause by the Contractor. If these Documents are received by a third party from the Contractor and the third party makes use of these Documents to cause harm or monetary loss to the Owner or use these Documents for their personal gain / monetary gain, the Contractor shall compensate the Owner for the loss suffered as well as for the value of gain derived by third party.

1.12 **Confidential Details**

1.12.1 The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out his obligations hereunder. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract

in any trade or technical paper or elsewhere without the previous consent in writing of the Owner and at the Owner's sole discretion.

1.12.2 The Contractor shall indemnify the Owner in case of breach of this clause. If the confidential details relating to this Contract or its contents are received by a third party from the Contractor and the third party makes use of these details to cause harm or monetary loss to the Owner or use these Documents for their personal gain/ monetary gain, the Contractor shall compensate the Owner for the loss suffered as well as for the value of gain derived by the third party. The Contractor shall not use the confidential details of the Contract for any other purpose except for the strict purpose of this Contract.

1.13 **Contract Co-ordination and Interface**

1.13.1 The Tender is a comprehensive EPC Contract for Supply, Services and O&M. There shall be three (3) different contracts signed for supply, services and O&M for a period of three (03) years. The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of Facilities as per the Contract. A breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Owner to terminate the other Contract(s) also at the risk and cost of the Contractor.

1.13.2 The Contractor, with whom any of above Contracts are entered into by the Owner, shall be responsible for effective co-ordination and interfacing of all his contracting activities and obligations under the Contract with the activities and obligations of the Other Contractors in a seamless manner, irrespective of whether the same is specifically detailed in such Contracts, to ensure that the Guaranteed Time Schedule and Performance Guarantees set forth in the Contracts are properly fulfilled in a timely manner by all such Other Contractors.

1.13.3 Where one or more of such Contracts are entered into by the Owner the Contractor shall be additionally liable to ensure that all such co-ordination and interfacing of contracting activities under all such Contracts are performed and guaranteed by him on a single point responsibility basis in as much as the Owner will only be required to liaise with and look up to only such Contractor for the timely and proper performance of all such Contracts by the Other Contractors.

1.14 **Assignment**

1.14.1 The Contractor shall not, without the prior consent of the Owner assign to any person any benefit of or obligation under the Contract in whole or in part. Such assignment, if approved by Owner, shall not relieve the Contractor from any obligations, duty, or responsibility under the Contract.

1.14.2 The Contractor consents to the creation by the Owner of a security assignment of the Contract in favour of any Financing Parties (or a trustee acting on behalf of one or more Financing Parties) and hereby undertakes to execute upon the request of the Owner such Documents including those giving effect to this consent of

Contractors as may be reasonably required to give effect to any such assignment provided that the Contractor is not subject to any duty, liability or responsibility greater than that under the Contract.

1.14.3 The Owner reserves the right, without the prior consent of the Contractor, assign to any Person any benefit of or obligation under the Contract in whole or in part. However, the Owner can assign to its parent companies or subsidiary companies without prior permission of the Contractor. Such assignment shall not relieve the Owner from any of its obligations, duties or responsibilities under the Contract.

1.14.4 Any Sub-Contracts entered into by Contractor pursuant to clause no. 4.0 of these Conditions of Contract shall provide that, pursuant to terms that are available on a commercially reasonable basis, the rights and obligations of the Contractor under each such sub-Contract are assignable and delegable to Owner, its successors and assigns and the Financing Parties and shall be deemed to have been assigned to the Owner, or if required by the Owner to the Financing Parties forthwith upon Owner's written request without any further act, deed or thing and irrespective of termination or otherwise of the Contract.

2.0 OWNER'S OBLIGATIONS

2.1 Access and Right to use of the Site

Necessary access to the site shall be made by the Contractor after handing over of the site to the Contractor by the Owner within one week from the date of receipt of LoI. Access to the site location is from (SH-45), on as is where is basis. It is responsibility of contractor to investigate and assess the requirements in view of EPC package at no cost to GIPCL. Any improvement, modification required is in the scope of contractor at their cost. In the execution of the Works, no persons other than the Contractor or his duly appointed representative, Sub-contractor and workmen, shall be allowed to do Work on the Site, except by the special permission, in Writing of the Owner.

2.2 Permits, Licences or Approvals

2.2.1 The Owner shall, at the request and cost of the Contractor assist him in applying for Contractor Permits and other Construction Permits as defined herein. Such requests may also include requests for the Owner's assistance in applying for any necessary government consent for the export of Contractor's equipment when it is removed from the Site.

2.2.2 The Owner's assistance in applying for Permits, licenses or approvals (for which the Contractor is responsible under the Contract) is not obligatory and the extent of such assistance shall be at the sole discretion and convenience of the Owner. In any case, the Contractor shall be responsible for applying and obtaining all the Permits, licenses or approvals as required to be obtained by Contractor for carrying out and completion of the Works and operation of the Plant, in time as per the Schedule agreed in the Contract irrespective of the manner, outcome and extent of assistance

from the Owner. All the necessary fees and any incidental charges required to be paid for obtaining all Contract permits shall be borne by and be the liability of the Contractor.

Owner shall be responsible for obtaining only those permits / approvals listed as Owner's responsibility in Annexure-I enclosed at the end of this section and other incidental approvals relating to investment.

2.2.3 **Working in Defence sensitive area:**

a. The site is located in Defence sensitive area near International Border and subject to monitoring and adherence to security protocol and working during the construction and operation period.

b. Though OWNER has been granted permission to establish park as a whole, the Contractor will be responsible for day-to-day clearance, permits, material and labour movement or any other compliance requirement of ARMY/BSF/Police while executing the work in the area.

c. Bidders are advised to visit the site and acquaint themselves prior to start of the work of before Bidding.

d. Bidder will be responsible to carry out all administrative liaison and permission work with Army/BSF/Police during the execution of work and O&M Period.

2.3 Owner's Other Obligations

Owner shall

a) Designate a person to be the contact for Contractor with respect to the performance of the Works and Contractor's obligation under the Contract, and shall be authorised to act for and on behalf of Owner and administer this Contract on Owner's behalf, agree upon procedures for co-ordinating Owner's efforts with those of Contractor and as appropriate, make information available to Contractor.

b) Pay in a timely manner in accordance with Terms of Payment, subject to fulfilment of milestones and provided the Contractor is not in breach of Contract, the Contract Price and all other sums, if any, required to be paid by it to Contractor pursuant to the Contract.

3.0 WORK TO BE PERFORMED BY CONTRACTOR AND HIS OBLIGATIONS.

3.1 General

3.1.1 The Owner has engaged the Contractor relying upon the representations, assurances and Warranties made by the Contractor including the representation that

the Contractor has the experience, skill and resources to perform the Work or supply the Goods and to design, engineer, supply, erect, construct, install, build and complete in all respects the PV Solar Plant fit for the purpose and deliver the same to the Owner in accordance with the Contract, and Contractor acknowledges such reliance by the Owner and the acceptance of the Contractor for such engagement.

3.1.2 Without prejudice to the foregoing, except as otherwise expressly set forth in the Contract as within the scope of Owner's obligations under the Contract, the Contractor shall supply the Goods and / or perform or cause to be performed all Work and Services required in connection with the design, engineering, supply of equipment, procurement (including, without limitation, all transportation services in connection therewith), construction, erection, commissioning, testing including conducting of OAT and Performance Guarantee Tests and other works and services including comprehensive Operation and Maintenance of Solar PV Plant for 3 Years and not limited to Take Over of the Plant on a total fixed price basis and otherwise in accordance with this Contract.

If there are any supplies, Work and Services required in connection with the design, engineering, procurement, manufacture, supply, transportation to site, fabrication, construction, erection, testing, commissioning and up to Take Over of the Plant which are not specifically mentioned in the Contract or which are not under the Contract expressly stated to be outside the Contractor's Scope of Work or Supply described in the Contract, but which are necessary to complete, commission and efficiently operate the Plant, and have the performance as guaranteed under the Contract, the Contractor shall provide or cause the same to be provided as part of its obligations under the Contract. The Work to be performed or Goods to be supplied by the Contractor under the Contract shall, without prejudice to the generality of the foregoing include but not be limited to the following:

a) All engineering and design services including necessary investigations required for a completely engineered Plant including necessary documentation;

b) Provision of all equipment, systems and materials that will be merchantable, new and of first-class quality, Contractor's Equipment, Temporary Works and all other items, whether of a temporary or permanent nature including those required for the design, execution, completion, testing up to Take Over and remedying of defects during Warranty Period;

c) Receipt of (b) above at site including preservation during storage and stores management;

d) Project management.

e) Mechanical, electrical and instrumentation, installation, erection and installation services and conducting of Tests and proving of OAT & Performance Guarantees, O&M for a period of 3 years and Take Over of the Plant including obtaining of all Applicable Permits, with Contractor having responsibility for overall co-ordination of licenses and permits under this Contract;

f) Provision of all necessary superintendence, labour, construction materials and Contractor's other Equipment, utilities, tools, supplies and other consumables and services and Work;

g) Rectification of defects and deficiencies including replacement to achieve Performance Guarantees and / or remedying of defects and deficiencies discovered or occurring during Warranty Period and

3.1.3 Further, it is acknowledged by the Contractor that he himself shall be primarily responsible for successful execution of all deliverables as specified in the Contract clauses.

3.2 Engineering and Design

3.2.1 Contractor shall provide all design and engineering services necessary for design, engineering, erection, supply of equipment, installation, testing and completion of the Plant in accordance and conformity with the Contract & Good Engineering Practices including:

a) Preparation and submission of the engineering and design necessary to describe and detail the Works and the Project.

b) Preparation of design, engineering Drawings, plans, bill of material, schedule and estimates for the Project and the performance by Contractor of its obligations hereunder so that the Works constructed and commissioned by the Contractor is capable of meeting the Performance Guarantees

Contractor acknowledges the fact that the Owner has agreements with the other Contractors, off takers and other third parties. Contractor shall co-operate with all these parties in the design, engineering, procurement, fabrication, supply, delivery, construction, Commissioning, testing, Take-over, operation, maintenance and repair efforts, and accommodate their reasonable interface and interconnection requirements within the limitations of Contractor's design and scope of Work or Goods or other obligations hereunder.

3.2.2 **Design / Construction Documents**

a) The Contractor shall prepare documents in conformity with the Technical Specification in sufficient detail to satisfy and comply with, all Applicable

Permits including regulatory approvals, to provide suppliers and construction personnel sufficient instruction to execute the Works, and to describe the operation and maintenance of the completed Works. The Owner shall have the right to review and inspect the preparation of design and construction Documents.

b) Each of the design and construction documents shall, when considered ready for use, be submitted to the Owner for pre-construction review. If the Owner, notifies the Contractor that such design / construction document fails (to the extent stated) to comply with the Owner's requirements, it shall be rectified, resubmitted and again reviewed in accordance with this sub-clause, at the Contractor's cost. Any such notification by the Owner or their failure to notify shall not, however, relieve or absolve the Contractor in any manner whatsoever of its obligations, Performance Guarantees and Warranties under the Contract.

c) For each part of the Plant, and except to the extent that the prior consent of the Owner shall have been obtained:

(i) Construction**,** and erection shall not commence prior to the expiry of the review periods for the design / construction documents, which are relevant to the design and construction of such part;

(ii) Construction shall be in accordance with such construction documents; and

(iii) If the Contractor wishes to modify any design or Document which has previously been submitted for such preconstruction review, the Contractor shall immediately notify the Owner, and shall subsequently submit revised Documents to the Owner for pre-construction review.

d) If the Owner instructs that further design / construction documents are necessary for carrying out either pre-construction review or the Works, the Contractor shall upon receiving the Owner instructions prepare such design / construction documents at no extra cost.

e) The Contractor at his cost shall rectify errors, omissions, ambiguities, inconsistencies, inadequacies and other defects.

f) Manuals

Contractor shall submit to Owner, as they become available from time to time during their preparation, all Contractor specifications and Documents including data sheets, plans and drawings, and other information and documents required for the Plant, in addition, Contractor shall provide the following:

(i) Procedure Manual:

Contractor shall, within 30 (thirty) Days after receipt of the LoI, deliver to Owner a manual which provides the guidelines by which the normal working relationships will be conducted between Owner and its representatives and Contractor and between Contractor and Sub-contractors (the "Procedure Manual"). The Procedure Manual will contain, among other materials, an organisational chart, correspondence procedures, a Project filing system, procedures for the review of the design Documents and Project progress, and verification procedures to be implemented for the Project. The Procedure Manual shall be discussed and agreed with the Owner. The Contractor shall deliver the final agreed Procedure Manual to Owner within 30 (thirty) days from the Effective Date.

(ii) Quality Control Manual:

Contractor shall, within 30(thirty) Days after receipt of the LoI, deliver to Owner a manual prepared by Contractor conforming to the Quality Assurance Program which Contractor shall adhere to, in order to ensure that the manufacturing and engineering methods and standards to be employed by Contractor under the Contract are achieved (the "Quality Control Manual").

3.2.3 **Contractor's Undertaking**

The Contractor undertakes that the execution of the Contract and the performance will be in accordance with the Applicable Laws.

3.2.4 **Technical Standards and Regulations**

The design, engineering, manufacturing, procurement, supply, erection, installation, testing, commissioning of Plant shall comply with

a) Indian National Standards and Codes; Bureau Of Indian Standards, ASME, I.E.C, GERC, GETCO/CTUIL/RLDC/NLDC/POSOCO, CEIG/CEI, Indian Electricity Grid Code, CEA Regulations/Guidelines etc.

b) Technical and environmental regulations and Codes;

3.3 Construction and Construction Management

3.3.1 Contractor shall develop a construction plan and shall carry out, oversee, co-ordinate and ensure the expeditious design, engineering, procurement, fabrication, construction, Commissioning, and testing of the Plant in accordance with Specification and other provisions of the Contract consistent with the Guaranteed Time Schedules.

3.3.2 Contractor shall supply all material and construction equipment required in the performance of the Work. All components of the Plant including special tools shall

be brand new equipment other than Contractor's special tools used in the construction of the Plant. In case of usage of Owner's special tools, they shall be refurbished before handing over.

3.3.3 Contractor shall perform and cause its Sub-Contractors to perform all design, engineering, procurement, fabrication, construction, erection, Commissioning, testing, comprehensive operation and maintenance (3 Years) up to Take-over in accordance with Good Engineering Practices so that the Plant shall operate in accordance there with all Applicable Laws and all Applicable Permits and in a manner as not to void or diminish any manufacturer's Warranty or any Insurance coverage with respect to the Project. Contractor shall inspect or cause to be inspected all equipment and shall reject those items not in compliance with the Specification, or approved Quality Assurance Plans.

3.3.4 Contractor shall establish and track Project management controls systems and provide design, engineering, procurement, fabrication, erection, Commissioning, testing and construction management services in accordance with the Standards of Performance set forth in the Specification and the Contract

3.3.5 The Contractor shall keep the Owner informed in advance regarding his field activity plans and schedules for carrying out each part of the Work. Any review of such plan or Schedule or method of Work by the Owner shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Owner and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or Schedule or method of Work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of Plant and equipment and his erection methods.

3.3.6 The field activities of the Contractors working at site will be co-ordinated by the Owner and his decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and tradesman of the Owner regarding scheduling and co-ordination of Work. Such decision by the Owner shall not be a cause for extra compensation or extension of time for the Contractor.

3.3.7 The Owner shall hold weekly meeting or daily meeting if required of all the Contractors working at Site, at a time and place to be designated by the Owner. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Owner and shall strictly adhere to those decisions in performing his Works. In addition to the above weekly meetings, the Owner may call for other meetings either with individual Contractors or with selected number of Contractors and in such case the Contractor, if called, will also attend such meetings.

3.3.8 Time is of the essence and the Contractor shall be responsible for performance of his Works in accordance with the specified construction Schedule. If at any time, the Contractor is falling behind the Schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise reduce such delays by increasing his work force or by working overtime

or otherwise accelerate the progress of the Work to comply with the Schedule and shall communicate such actions in writing to the Owner, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

3.4 Procurement

3.4.1 Sourcing

As part of the Work, Contractor shall procure and pay for, in Contractor's name as an independent Contractor and not as agent for Owner except as otherwise indicated, all Contractor and sub-contractors labour, Materials, equipment, supplies, soil, cement, sand, gravel, paints and similar Materials and manufacturing, fabrication and related services (whether on or off the Site) for construction of and incorporation in the PV Solar Plant or which are otherwise required for completion of the Work in accordance with the Specification and the Contract and are not explicitly specified to be furnished by Owner pursuant to the terms and provisions of the Contract including Specification. This would also include provision of

a) The Contractor shall supply the items as per the make listed in approved manufacturers/Vendor List given in Tender document. The final make selected out of the recommended makes listed provided in Vendor List shall be subject to the Owner's approval during detailed Engineering.

   Wherever the make is not specified for any other items, the contractor shall submit credential for vendors for relevant items / equipment, out of which Owner shall decide acceptance of vendor based on review of credentials. This shall have no price implication. Owner reserves the right to reject the proposed vendor without assigning any reason.

   In a very exceptional condition of regret communication from majority vendor/s or any compelling circumstances inevitable in nature, Bidder may suggest /request for approval of additional vendor with credentials and details for review and approval of Owner during detail engineering stage.

   In such case, Owner after review and verification, may consider the request of proposed additional vendor without any commitment and subject to overall vendor review with respect to tender specification requirements, vendor capability etc. Further owner reserves the right to reject the proposed vendor without assigning any reason.

   Bidder may suggest /request for approval of Additional vendor with credentials and details for review and approval of Owner. Owner may consider the request in case proposed additional vendor is reputed and meeting the tender specification requirements. Owner reserves the right to reject the proposed vendor without assigning any reason.

b) In connection with its procurement work, Contractor shall be responsible for the transportation and delivery to Site of all items fabricated, manufactured, constructed or procured as set forth in the Contract. All such items and equipment, Materials and supplies to be provided by the Contractor or procured on behalf of Owner pursuant to the Contract shall be new and of utility-grade quality, free from improper workmanship or defects and properly warranted or guaranteed in accordance with the Contract. Any apparent omission or error in the equipment specifications will be corrected by the Contractor to the extent required by the Contract including Specifications.

c) Contractor shall ensure that all construction equipment shall be of the most suitable grade of their respective kinds for the purposes and uses intended and construction equipment including rented construction equipment shall be maintained in a good state of repair and working condition.

3.4.2 **Co-ordination with Owner**

a) The Contractor will be responsible for expediting, receiving, inspection, unloading/loading, transportation at Site, storage and handling, preservation, inspection, documentation etc., and storage of Work and all Materials received at Site.

b) Contractor shall arrange and ensure the security of all the foregoing items while in handling, transport or storage, and the safe delivery of the same to the plant Site and the incorporation of the same into the Plant. In the event any such materials, equipment, supplies or other items are damaged, lost, stolen, destroyed or otherwise impaired, Contractor shall at its own cost and expense restore or replace such items.

c) Since the Contractor shall co-ordinate and follow up with Owner and Other Contractors, except as may be expressly excused in the Contract including Specification, no delay or failure to perform on the part of Owner (or its vendors, Other Contractors and / or sub-suppliers) shall excuse Contractor from the timely performance of its obligations under the Contract.

3.5 Labour and Personnel

3.5.1 The Contractor shall make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport. Contractor shall provide all labour and personnel required in connection with Work, including:

a) Professional engineers licensed in accordance with any applicable licensing requirements in India or by any other governmental instrumentality to perform engineering services pursuant to the Contract;

b) Project team of necessary engineers from various disciplines including, construction manager, Project engineer and lead structural, mechanical,

electrical, instrumentation and control, cost, scheduling, procurement, construction and training supervisors, all of whom shall follow Good Engineering Practices and shall have had extensive Plant experience in facilities of similar technology and magnitude and shall be proficient in the English language and have knowledge of Applicable Laws and Applicable Permits.

c) A Project Coordinator or other Representative, who shall be fully acquainted with the Project, shall be proficient in the English language and shall have the authority to administer this Agreement on behalf of Contractor. He shall give his whole time to directing the preparation of all documents required for the construction, erection and execution of the Works. Except as otherwise stated in the Contract, the Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the site, a suitable replacement person shall be appointed, and the Owner shall be notified accordingly.

d) Quality assurance personnel, all of whom shall report directly to Contractor's home office managers and not to the Project personnel located at the Site.

The Contractor shall employ (or cause to be employed) only persons who are appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractor shall give first preference for appointment of local labourers in unskilled, semi-skilled and skilled categories if such suitable labourers are available.

Upon Owner's request, Contractor shall provide Owner with the resumes of, and arrange for the interview by Owner of, any or all personnel described in clauses (a), (b) & (c) of this Section 3.5.1. In addition, Owner will have the right to approve those individuals who will hold the positions described in clauses (a), (b) & (c) of this Section 3.5.1 and any other key Project personnel employed by Contractor, and Owner will be afforded the opportunity to choose among candidates for the positions of Project Manager, Project Engineer and Construction Manager. Contractor shall not remove any Project personnel described in clauses (a), (b) & (c), of this Section 3.5.1 or any other individual in a supervisory or lead position without the prior consent of Owner, which consent shall not be unreasonably withheld.

3.5.2 Removal of Staff and Labour

The Owner may require the Contractor by notice in Writing to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Owner:

a) Persists in any misconduct,

b) Is incompetent or negligent in the performance of his duties,

c) Fails to conform with any provisions of the Contract;

d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment; or

e) Other good and sufficient reasons.

3.5.3 **Rates of Wages and Conditions of Labour**

The Contractor shall ensure that he pays all his personnel and shall ensure and procure that his Sub-contractors pay to their personnel regularly their wages, overtime and other compensations. The attendance register and the wage register shall be submitted to the Owner for verification at regular intervals. The Contractor shall also furnish the Owner at regular intervals as governed by Applicable Laws including local statutes but not less than Monthly intervals, certificates that he has paid to his Sub-contractors and workmen and caused his sub-contractors to pay all the dues to his Sub-contractor workmen. In case such payment is not made regularly by the Contractor or his Sub-contractors, the Owner will be in his right to make such payments and deduct the same from the Contractor's progress payments. In case the Owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen's Compensation Act or any other Applicable Law due to act or omission of the Contractor, the Owner may make such payments and shall recover the same from the Contractor's bills.

Persons in the Service of Others

The Contractor or any of his Sub-contractors shall not recruit, or attempt to recruit, his staff and labour from amongst persons in the service of the Owner or other Contractors and agencies engaged by the Owner. No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as contractor for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

3.5.4 **Labour Laws**

The Contractor shall comply with and shall ensure that he/his Sub-contractors comply with all the relevant labour laws applicable to his/ his Sub-contractors employees and shall duly pay and afford and cause his Sub-contractors to pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all Applicable Laws and regulations concerning safety at Work.

Contractor shall be responsible for all labour relation matters relating to the Work or Supply of Goods and shall at all times use its best efforts to maintain harmony

among the personnel employed in connection with the Work or supply of Goods whether by the Contractor or his Sub-contractors and shall enter into all necessary labour agreements with such personnel. Contractor and his Sub-contractors shall at all times comply with all Applicable Permits and Applicable Laws relating to employment including but not limited to Contract labour regulations, Workmen Compensation Act, Employee State Insurance and Provident Fund regulations, retrenchment Compensation etc. and labour welfare and use its best efforts and judgement as an experienced Contractor to adopt and implement policies and practices to avoid Work stoppages, slowdowns, disputes, strikes, lockouts and other labour strife and disagreement.

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 GIPCL on account of default in this regard by the Contractor and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Contractor.

Bidder shall consider BOCW cess only on the Civil works as per the BOCW Act.

3.5.5 Working Hours

No work shall be carried out on the Site outside the normal working hours or on the locally recognised Days of rest or local festivals / holidays, unless:

a) Contract so provides,

b) Work is unavoidable, or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Owner,

c) Extended working hours/shift working is essential for achieving Project progress/milestones at no extra cost to the Owner.

d) Night work shall not entitle the Contractor to any extra payment. Where night work is in progress sufficient lights shall be provided by the Contractor at his cost, to safeguard the workmen and the public and he shall take suitable precautions to prevent accidents. Excavated areas shall be barricaded and provided with red lights as a caution to prevent accidental falls. As the Project site is located in defense sensitive area near to International Border, any approval/clearance from Army/BSF/Police/Govt. Authority for working during night hours shall be in scope of Contractor.

3.5.6 Facilities for Staff and Labour

The Contractor shall provide and maintain all necessary accommodation and welfare facilities for his (and his Sub-Contractor's) staff and labour. The Contractor shall not Permit any of his or his Sub-contractors' employees to maintain any

temporary or permanent living quarters within the structures forming part of the Works or Plant Site. Contractor shall make his own arrangements to procure and construct adequate labour housing outside the Plant Site. No areas inside the Owner's land, and Plant Site shall be used as labour colony. No workers/labourers/supervisors or other Contractor's or Sub Contractor's personnel should be allowed to stay within the Owner's land area after his duty hours. Similarly, no workers / labourers / supervisors or other Contractor's or Sub-Contractor's personnel shall be allowed to enter the Owner's land area before the start of their respective duty time.

3.5.7 **Health and Safety**

Precautions shall be taken by the Contractor to ensure the health and safety of his and his Sub-Contractors staff and labour. The Contractor shall, in collaboration with and according to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of Persons, and damage to property, as the Owner may reasonably require. Contractor shall be responsible for the medical treatment / hospitalisation of his and his Sub-Contractor's staff / labour.

The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of all personnel on the Site. This person shall be qualified for his Work and shall have the authority to issue instructions and take protective measures to prevent accidents. The Contractor shall send, to the Owner, details of any accident as soon as possible after its occurrence as well as notify the concerned Government authorities and attend to affected persons with due care and attention promptly and immediately.

3.5.8 **Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the design, engineering, construction, erection and execution of the Works, and as long thereafter as the Owner may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by the sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.

3.6 Permitting

3.6.1 Contractor shall obtain and maintain in effect all Applicable Contractor Permits including other permits as per sub clause 2.2 of this Section required in connection with Contractor's performance of its obligations hereunder, including supply of Goods or performance of the Work including (a) licenses to permit Contractor to do

business in the jurisdictions where the Work is to be performed, (b) design, engineering, procurement, fabrication; construction; erection, testing and commissioning; testing; Tests before Taking-over; (c) Permits necessary to move, transport and deliver construction equipment (including parts of the Plant and the Project) to and from the Site and (d) all building Permits, construction permits and other Permits required to be obtained with respect to the supply of Goods or performance of the Work and discharging all other obligations under the Contract and all the cost shall be borne by the Contractor. Contractor shall also obtain in the name of Owner at the appropriate stage of construction those Applicable Permits listed in Annexure–I at the end of this section.

3.6.2 **Contractor and Construction Permits**

Contractor shall obtain all necessary Contractors and Construction permits. If Contractor at any time becomes aware, whether as a result of notice from Owner or otherwise, of any applicable permit not obtained by him, Contractor shall promptly give notice thereof to Owner and Contractor shall be responsible for obtaining such Applicable Permit at its own cost.

The Contractor shall indemnify and hold harmless Owner and all Owner indemnified parties from any damages arising from and out of the securing of, or failure to secure, such permits.

3.7 Co-operation

3.7.1 The Contractor shall, as specified in the Specification, afford all reasonable opportunities for carrying out their respective Work to:

a) Any other contractors employed by the Owner and their workmen,

b) The workmen of the Owner, and

c) The workmen of any legally constituted public authorities who may be employed in the execution on or near the site of any work not included in the Contract, which the Owner may require to complete the Project.

3.7.2 Contractor shall not hinder the work of other contractors and sub-contractors of Owner, if any employed by or on behalf of Owner at the Project Site, to introduce and store Materials in those areas of the Project Site under Owner's direct control and shall cooperate to help them perform their respective services without hindrance or disruption. The Contractor shall also acknowledge that he works in congruence with requirements of lenders, other contractors, Project off takers and other related parties, and provide them appropriate information as and when required by them and not act as to harm the interests of any of them.

3.7.3 **Miscellaneous Liabilities in Co-operation with Other Contractors**

The Contractor shall also so arrange to perform his Work as to minimize to the maximum extent possible interference with the work of Other Contractors and their workmen.

Any injury or damage that may be sustained by the employees of the Other Contractors or the Owner, due to the Contractor's Work shall promptly be made good at contractor's expense.

The Owner shall determine the resolution of any difference or conflict that may arise between the Contractor and Other Contractors or between the Contractor and the workmen of the Owner in regard to their work and the decision of the Owner shall be final and binding to the Contractor.

If the Works of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Owner on this account for any extension of time for completing his Works.

The Owner shall be notified promptly by the Contractor of any defects in the Other Contractor's Works that could affect the Contractor's Works. The Owner shall determine the corrective measures if any, required to rectify this situation after inspection of the Works and such decisions by the Owner shall be binding on the Contractor.

3.8 Transporting, Forwarding, Storage and Related Matters

3.8.1 No part of the equipment shall be shipped to the Plant Site without Owner's prior written approval. Each application for approval shall include a complete list of the contents of each shipment and shall indicate the anticipated date of delivery and the serial number for each component to be used for identification.

3.8.2 The Contractor shall send to Owner by courier (or by e-mail) for information, the following documents:

a) Delivery note, Railway Receipt or Lorry Receipt

b) Commercial invoice with itemised prices duly signed by Contractor. (6 copies)

c) Packing lists for each separate package;(6 copies)

d) Statement of Contractor that the equipment is in accordance with the technical specifications and having attached all previously issued certificates and Test certificates concerning the equipment being shipped;(3 copies)

e) Certificate of origin;(3 copies)

f) Certificate of Insurance (3 copies)

g) Inspection Certificate, issued by the nominated inspection agency, and the Supply Contractor's factory inspection report.

h) Any other documents as required by the Owner.

3.8.3 Any demurrage and other expenses incurred if any on the supply of material shall be to the account of the Contractor.

3.8.4 All equipment shall be labelled with permanently affixed durable nameplates, which will include the Manufacturer's, name, equipment model number, equipment serial number and all appropriate design parameters.

3.8.5 Contractor shall arrange and be responsible on a continuous basis (i.e. not limited to normal working hours) for safety and security of all items and equipment to be incorporated in or forming part of the Plant or are required to be delivered to the Owner under the Contract, while in clearing, transport or storage or during erection/Commissioning or in his custody prior to delivery / Take Over by the Owner. In the event any equipment or item is damaged, lost, stolen, destroyed or otherwise impaired while in storage or transit or during erection/Commissioning or in his custody, the Contractor shall at its own expense and cost, restore or replace such affected equipment or item before Taking-Over by the Owner.

3.9 Handling, Storage, Covering, Maintenance and Erection and Other tests

Contractor shall receive all materials and equipment delivered to Project Site for the work, pay all demurrage, and maintain a current, accurate inventory and record of location for all equipment and materials in his custody.

3.9.1 **Handling**

Contractor shall handle all equipment and materials carefully to prevent damage or loss and store them in an orderly manner. The use of bare wire rope slings for unloading and handling materials and equipment is prohibited. Separate handling facilities shall be mobilized for the materials department by the Contractor and shall be retained until handing over of the facility.

3.9.2 **Storage**

(a) Stored equipment and materials shall be located in Pre identified and defined areas to maintain a neat and orderly site. Stored equipment and materials shall be adequately supported and protected to prevent damage. Equipment shall be moved into the permanent enclosure or onto its permanent foundation as soon as practicable.

(b) Module storage: The PV modules which are ordered by the Owner shall be received unloaded and stored on-site .on a flat raised platform and as per OEM recommendations.

(c) Materials and equipment shall be stored above ground and preferably in their original packing's. In the absence of dry concrete or suspended floors, materials and equipment shall be stored on platforms or shoring.

(d) In addition to storage instructions provided by the respective original equipment manufacturers, the equipment shall be protected against corrosion and periodically inspected. History / Record of periodical preservation shall be maintained

3.9.3 **Indoor Storage Facilities**

(a) Closed storage facility for indoor inverters (if applicable). All other equipment which require closed storage and SCADA equipment shall be provided. The facility shall be totally enclosed with adequate storage capacity capable of providing safety from weather elements, well ventilated, energy conserving, fireproof, secure against theft and vandalism and situated and constructed to avoid flooding. Drainage shall be provided to intercept and divert storm or surface water. Stored equipment and materials shall be placed on pallets or shoring to permit air circulation under the stored item. Access doors shall be adequate to accommodate the movement and handling of materials and equipment and equipped with secure locks.

(b) Indoor storage facilities shall be developed by the Contractor at its own cost to the satisfaction of the Owner.

(c) Portable enclosures acceptable to the Owner may be substituted for the indoor storage facilities described above.

Instrumentation controls and computer equipment shall be stored in separate facilities that are totally air-conditioned to control relative humidity and temperature.

3.9.4 **Coverings**

Weather-proof coverings shall utilise waterproof flame-resistant type sheeting of maximum practicable widths and, if necessary, may be built-up by using water-proof taped splices. Sheeting shall be carefully placed to prevent moisture from entering the laps and secured to prevent wind damage.

3.9.5 **Storage Methods**

Except as otherwise specified, the storage method to be used for various materials and equipment shall be determined as follows:

(a) Equipment and materials which incorporate electrical equipment or have finish painted surfaces, and other items subject to damage by outdoor exposure shall be stored indoors. If indoor storage requires unreasonable building space or volume, the equipment or materials may, when acceptable to Owner, be stored under weather-proof coverings on shoring or platforms.

(b) Such coverings shall enclose the top and sides of the equipment.

(c) Small loose items easily lost, stolen, broken, or misused shall be stored indoors.

(d) Other equipment and materials shall be stored on open platforms or shoring.

3.9.6 **Maintenance of Construction Facilities**

The Contractor shall be responsible for the maintenance of construction facilities from time of their erection and during the construction and until completion of the Work. This shall include relocation as necessary to facilitate the Contractor's work, and as required to permit access for work.

Maintenance shall afford personnel safety and prevent damage to property.

3.9.7 **Erection and Other Tests**

Erection, commissioning of components & systems, calibration of controls and equipment shall be carried out as elaborated in Volume – II Technical Specification.

3.10 Performance Guarantee Testing

Contractor shall perform, and re-perform if required, the Tests in accordance with the Contract, in order to demonstrate achievement of the Performance Guarantees for the PV Solar Plant as set forth in the Contract and guaranteed by Contractor. If the PV Solar Plant does not meet the Performance Guarantees, the Contractor shall at no extra cost to Owner redesign, modify, remedy repair or replace the PV Solar Plant or any part or section thereof including any component, equipment or system with one which meets the requirements and again demonstrate achievement of the Performance Guarantees as set forth in the Contract.

3.11 Construction Facilities, Construction Power, Construction Water Facilities, Sanitary Facilities, Catering and Security

Contractor shall arrange for the disposal of wastes generated by him and his Sub-contractor until Take Over of the Plant.

3.11.1 **Construction Power Supplies**

Contractor shall make his own arrangements for sourcing and further distribution of construction power and shall be responsible for the maintenance of his distribution system. The Contractor shall be responsible for payment of Energy Bills of such Construction Power consumed till issue of Take Over of the Plant.

3.11.2 **Construction Water Facilities**

3.11.2.1 Contractor shall make his own arrangements of water for the Construction and drinking purposes (or any other purpose required by Contractor) at the Site.

3.11.2.2 Cost of all connected Works such as, but not limited to, pumps, pipeline, ground water, Tanker, reservoir etc are to be borne by the Contractor.

3.11.2.3 Owner shall provide the water during the O&M period for the quantity indicated by the Contractor on free of cost basis. Additional consumption over and above the quantity indicated shall be arranged by the Contractor at their cost.

3.11.3 **Sanitary Facilities**

3.11.3.1 Adequate sanitary facilities inside the Plant boundary for the use of persons employed by the Contractor at the construction Site shall be provided and maintained by the Contractor to the extent and in such manner and at such places as shall be acceptable to the Owner. Separate Toilet facilities for both gents and ladies shall be provided.

3.11.3.2 Contractor shall make all temporary arrangements for the treatment and discharge of sewage and drainage from or in connection with the construction and Work Site and shall maintain the same to the satisfaction of the Owner as long as they may be required. All sanitary waste shall be treated in accordance with the Applicable law including applicable local regulations.

3.11.3.3 In this regard, Contractor shall prohibit the committing of nuisance on the site or upon the land of the Owner or of adjacent landowners and any employee of Contractors or his Sub-contractors found violating this provision shall be liable to immediate dismissal.

3.11.4 **Catering**

The Contractor shall arrange for catering services for all on-Site construction and management personnel.

3.11.5 **Security**

(a) The Contractor shall prepare and submit to the Owner for review and acceptance a detailed Site Security Plan before the mobilisation at the site. The site security plan shall establish the details of the Contractor's overall responsibilities for security services. The plan shall cover the requirements for all work areas throughout the construction, operation and maintenance period.

(b) The Contractor shall be responsible for all materials and equipment in his custody or placed in construction by him. Security methods shall be employed as required to ensure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss.

(c) The Contractor shall provide guard service during the normal construction period and 3 years Operation & Maintenance Period till taking over by Owner. The guard service shall consist of uniformed guards on duty 24 hours a day, 7 days a week. During regular working hours, including periods when workmen are arriving at and leaving the site, the guard shall be on duty at the security guardhouse. During off-hours and weekends and holidays, a guard shall rove the site.

(d) Each person employed on the construction site shall be issued an identification badge and shall be registered with the guard. The Contractor shall furnish badges for all his personnel. In addition to personnel identification, all licensed construction vehicles shall be registered with the guard and shall be marked with a suitable identification sticker. Likewise, the licensed vehicles of construction personnel authorized to bring their vehicles on the site shall be registered with the guard and shall be marked with a suitable identification sticker.

(e) All construction personnel and vehicular traffic shall enter and leave the construction site through the designated construction entrance gate. Unauthorised personnel will not be permitted on the site. Materials or equipment leaving the site shall be authorised by the Contractor and the Owner. The guard on duty at the gatehouse shall check the ingress and egress of the construction personnel and traffic. When the guard is not on duty at the gatehouse, the gate will be locked and closed.

3.11.6 Protection of Work

(a) The Contractor shall be solely responsible for the protection of Works until its Take Over by the Owner.

(b) The Contractor shall have no claim against the Owner because of any damage or loss to the Contractor's work and shall be responsible for the complete restoration of damaged work to its original condition complying with the specifications and documents.

In the event the Contractor's work is damaged by another party not under his supervision or control, the Contractor shall make his claim directly with the party involved. The Contractor shall restore the work immediately and independently pursue the resolution of the conflict.

3.11.6.1 **Protection of Electrical Raceway, Cable, and Lighting Fixtures**

The Contractor shall protect electrical raceway, cable, lighting fixtures, and associated support systems against damage from movement of equipment and materials, welding, flame cutting, and other construction damage. Raceway and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables, or lighting fixtures not shielded from such operations by concrete floors or other protective covers, the Contractor shall protect the raceways, cables, and lighting fixtures from damage by means of fire-resistant boards or blankets. All cable trays shall be kept clear of all debris throughout construction. Damaged materials shall be repaired or replaced subject to the Owner's discretion and acceptance.

3.12 Clean-Up and Waste Disposal

3.12.1 The Contractor shall be responsible for keeping the entire area allocated to him clean and free from accumulation of waste Materials, rubbish/debris/etc. at all times during the period of Contract.

3.12.2 The Contractor shall employ enough number of specialised personnel to thoroughly clean his Work area at-least once a Day and dispose of the rubbish. All such rubbish, unwanted material, debris, wastages and scrap material shall be scrapped or disposed in a place to be identified by the Owner.

3.12.3 Materials and stores shall be so arranged as to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface a suitable protective cover of flame resistant, oil proof sheet shall be provided to protect the floor from such damage. Also, spillage of oil and its soaking into soil shall be prevented. In case garbage's are found disposed in areas other than allotted to the contractor, then the same shall be cleared by the Owner and the charges debited to the concerned Contractor.

3.12.4 Contractor's labour camp and housing colony shall be maintained to the good standards of hygiene and shall be kept reasonably free of debris, litter and malodour.

3.12.5 Similarly, the labour colony, offices and residential areas of Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Owner. Proper sanitary arrangements shall be provided by the Contractor in the Work areas, office and residential areas of the Contractor.

3.12.6 The Contractor and all Sub-contractors shall, at all times to keep the Site reasonably clean and otherwise free from accumulation of waste materials, rubbish, other debris resulting from performance of the Work.

3.12.7 On or before Acceptance of Plant or the earlier termination of the Contract or, if earlier, upon Owner taking custody and control of the Plant, Contractor shall use its reasonable efforts to remove, but in any event prior to Take Over or earlier termination, from the Site all petroleum, waste materials, rubbish, other debris and Hazardous materials, as well as all construction equipment and other surplus material and substances to which Owner does not hold title, and shall leave the Site in a neat, clean and usable condition.

3.12.8 Contractor shall remove, transport and dispose of any hazardous material transported onto the Site by Contractor or any Subcontractors, or created, used or handled as part of Contractor's or any Sub-contractor's construction activities at the Site.

3.12.9 Contractor shall notify Owner immediately upon the discovery of presence of any hazardous material on, or the release of hazardous material on or from, the Site and shall promptly and forthwith take steps to remove such hazardous material or curtail the ill effects that may be caused by such release of hazardous material. All clean up and disposal activities are in the scope of Contractor's obligations under this Contract (including the transportation) and shall be at the Contractor's own cost and expense.

3.12.10 The Owner and the Contractor also recognize that the creation of dust is inevitable in construction of a Project of this nature. The Contractor shall take reasonable steps to ensure, by watering and such other temporary means as are necessary, that dust caused by the Works is minimised.

3.12.11 The Contractor shall with the agreement of the Owner shall remove from the site any "Scrap" generated during the performance of any activities at site. The term 'Scrap' shall refer to scrap/waste/remnants arising out of fabrication of structural steel and piping work at the project site during the course of execution of the contract and shall also including any wastages of cables during the termination process while installing the cables.

3.12.12 The ownership of such Scrap shall vest with the Contractor including scrap generated from PV Modules. The removal of scrap shall be subject to the Contractor producing the necessary clearances from the relevant authorities (Customs, Excise etc.), if required by law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor.

3.12.13 The Contractor shall also indemnify to keep the Owner harmless from the act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap.

3.13 Contractor's Field Operation

3.13.1 **Real Estate**

3.13.1.1 Contractor shall be responsible for providing accommodation at the project site for the labour and its staff required for the execution of the Contract. The required land shall be arranged by the Contractor at their cost and Owner will not be providing any land.

3.13.2 **Contractor's Field Operation**

3.13.2.1 The Contractor shall keep the Owner informed in advance regarding his field activity plans and schedules for carrying out each part of the Works. Any review of such plan or Schedule or methods of Work by the Owner shall not relieve the Contractor of any of his responsibilities towards the field activities.

3.13.2.2 Such reviews shall also not be considered as an assumption of any risk or liability by the Owner and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or Schedule or method of Work reviewed.

3.13.2.3 The Contractor shall confine all his field operations to those Works which can be performed without subjecting the equipment and Materials to adverse effects during inclement weather conditions, like monsoon, storms, etc., and during other unfavourable construction conditions.

3.13.2.4 No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Work and with the concurrence of the Owner. Such unfavourable construction conditions will in no way relieve the Contractor of his responsibility to perform the Work or supply of Goods as per the Schedule.

3.13.2.5 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Owner the Materials such as construction equipment, erection tools and tackles, scaffolding, etc., not forming part of such Works, with the written permission of the Owner. If the Contractor fails to remove such Materials, within 7 (seven) days of issue of notice by the Owner to do so then the Owner shall have the liberty to dispose of such Materials and credit the proceeds thereof to the account of the Contractor.

3.14 Reporting Requirements

3.14.1 Contractor shall deliver to Owner a computer-based network Schedule in hard copy as well as a soft copy on acceptance of Letter of Intent as per the agreed Schedule and in accordance with the Contract.

3.14.2 Progress scheduling report shall be provided by the Contractor to the Owner in accordance with the Contract including, but not limited to, requirements indicated in the Specification. Contractor shall be responsible for

a) Ensuring that performance of the Work proceeds in accordance with the network Schedule and

b) Co-ordinating the activities of all Sub-contractors.

3.14.3 In the event of a disruption (other than suspension by Owner) to the Schedule and Contractor asserts that it is not the responsibility of Contractor or any Sub-contractor and that Contract entitles Contractor to additional compensation and / or other relief from Owner, the Contractor shall notify the Owner within 24 (twenty four) hours and provide a written report (to the best of Contractor's knowledge at the time) of the disruption within 72 (Seventy Two) Hours of Contractor's learning of the disruption and such report shall be supplemented on a prudent, informative and timely basis thereafter not later than 07 (Seven) Days from the date of Contractor's first learning of such disruption. In such an event the Contractor may modify and resubmit for approval to Owner computer-based network schedule and modifications if any required to the Schedule.

3.15 Progress Reports

3.15.1 During the various stages of the work in the pursuance of the Contract, Weekly, Monthly progress reports shall be prepared by the Contractor and submitted to the Owner conforming to Bar/PERT chart and format provided by GIPCL. The first report shall cover the period up to the end of the calendar Month in which the commencement Date occurred and subsequent reports shall be submitted Monthly thereafter, each within 4 (four) Days of the last Day of the period to which it relates. Reporting shall continue until the Contractor has supplied all the Goods and / or completed all Works. Each progress report shall include:

a) Photographs and detailed descriptions of progress including each stage of design, procurement, Manufacture, delivery at Site, construction, erection, testing and Commissioning;

b) Charts showing the scheduled and actual status of design/ construction Documents, purchase orders, Manufacture, receipt at Site construction, erection, testing and commissioning. A detailed description of the milestones achieved and the Work/ Services performed as well as the details of Goods supplied or in transit prior to the date of the Monthly Progress Report and the extent to which Scheduled Payments therefore have been received.

Appropriate weightage system for percentage progress shall be developed by Contractor and submitted to Owner for its approval no later than 30 (thirty) Days of commencement Date and upon approval with or without modification by the Owner, the same shall be binding on and be followed by the Contractor and shall not be modified save and except with the prior consent of the Owner.

c) A description of the current status (the name of Manufacturer, manufacture location, percentage progress, and the actual or expected dates of commencement of manufacture, Contractor's inspections, Tests and delivery) of supplies and Equipment and of Contractor's and all Major Sub-contract activities and engineering, manufacturing, construction and installation progress as compared with the Project Schedule (and, at the request of Owner, an updated schedule),

d) Records of personnel and Contractor's equipment on Site and details of equipment in working condition,

e) Copies of quality assurance reports including Test results (i) from the manufacturing and fabrication facilities of all Sub-contractors and (ii) with respect to all construction activity at the Facility Site,

f) Safety statistics required under Applicable Laws, including details of any hazardous incidents and activities relating to environmental aspects and public relations,

g) Comparisons of actual and planned progress, with details of any aspects which may jeopardise the completion in accordance with the Contract, including Project Schedule and the measures / catch-up plan being (or to be) adopted to overcome such aspects. It shall include a clear identification and evaluation of problems and deficiencies in the Services (including but not limited to, an evaluation of any factors which are anticipated to have a material effect on the quality of Work and Project Schedule),

h) Certification that all amounts due to all Sub-Contractors prior to the date of the Monthly Progress Report have been paid,

i) All other information reasonably requested by Financing Parties and Owner,

j) A man power status to the Owner, on the first Day of every Month, a manpower Schedule for the Month detailing the man hours scheduled for the Month, skill wise and area wise.

3.15.2 The Contractor shall also submit to the Owner on the Seventh Day of every Month a manpower report of the previous Month detailing the number of persons scheduled to have been employed and actually employed skill wise and areas of employment of such labour.

3.15.3 The Contractor shall submit Weekly Site progress Report as per the format agreed.

3.15.4 In the event of non-submission of the monthly progress report as per the agreed schedule, Owner shall have the right to withhold the amount payable to the Contractor till such time the report is submitted.

3.16 Schedule

3.16.1 The Contractor shall provide to the Owner for approval within the time stated in clause 3.15.1 the programme for the execution of the contract, showing (a) the sequence and timing of activities by which the contractor proposes to carry out the work and (b) the times by which the Contractor requires the Owner to furnish any Owner's inputs as set forth in the specifications, which as and when approved shall form the Schedule.

3.16.2 Without prejudice and in addition to the foregoing the Contractor shall prepare and furnish to Owner updated monthly schedules of the Work to be performed or Goods to be supplied, including a critical path schedule.

3.16.3 Contractor shall be responsible for ensuring and performing the Work and supplying the Goods in conformity with the Schedule as updated from time to time. The Schedule shall be updated on a fortnightly basis as the Work and supply of Goods progresses and shall include delay and acceleration analyses where appropriate together with steps being taken as per sub clause 9.4 of this section.

3.16.4 Contractor acknowledges and agrees that payments on account of Contract Price shall be subject to the limits of the Milestone Payment Schedule.

3.16.5 The Schedule that is updated on a Monthly basis shall be done from the basic schedules which together with the updated monthly Schedule shall be available in a computer system to which the Owner will have access to facilitate the Owner to drill down to the various levels to independently analyse the relevant information. This, however, does not take away the responsibility of the Contractor to fulfil all his obligations under the Contract, including informing the Owner about the delays as also the expected delays and the actual plans to overcome such delays.

3.17 Taxes to the Contractor's Account

(i) Except as otherwise specifically provided in the Contract irrespective of the mode of Contracting, the Contractor shall bear and pay all taxes, duties, levies, charges, interest and penalties and the like levied and /or assessed on the Contractor, its Sub-contractors, or their employees, by all municipal, local bodies, state or national government authorities or any other Government Instrumentality in connection with the Work and Supply of Goods within the Country.

(ii) Each Party hereto, hereby agrees to indemnify and keep indemnified and saved harmless at all times the other Party against any loss, Cost, expenses or damages suffered or incurred by it, by reason of its failure to pay taxes, duties, etc which it is obliged to pay pursuant to the provisions of this clause and / or arising out of its failure to comply with its obligations under this clause.

(iii) The Owner shall recover from the Contractor and / or adjust from the Contract Price all taxes, duties, levies, charges, interest and penalties and the like leviable and / or assessable on the Contractor, its Sub-contractors or their employees but levied and / or assessed on the Owner as a representative assessee / agent of the Contractor, its Sub-contractors or their employees, by all municipal, local, state or national government authorities or any other Government Instrumentality in connection with the Work and supply of Goods within the Country.

(iv) Further the Owner shall recover from the Contractor and / or adjust from the Contract Price, simple interest at the rate of Short term Prime lending Rate of State Bank of India from the date of payment of all taxes, duties, levies, charges, interest and penalties and the like leviable and / or assessable on the Contractor, its Sub-contractors or their employees but levied and / or assessable on the Owner as a representative assessee / agent of the Contractor, its Sub-contractors or their employees, by all municipal, local, state or national government authorities or any other Government Instrumentality in connection with the Work and supply of Goods in and Outside of the Country where the Site is located till the date of recovery and / or adjustment by the Owner.

3.18 Statutory variations in the Taxes & Duties shall be permitted as under:

(A) **Statutory variations during original contractual completion period:**

(i) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall admit the same on production of documentary evidence. The statutory variation will be admitted considering the basic price quoted in the schedule of price or paid by contractor whichever is lower.

(ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.

(B) **Statutory variations beyond original contractual completion period:**

(i) If reasons for extension of contractual completion period is attributable solely to GIPCL, the provisions of (A) above shall apply.

(ii) If reasons for extension of contractual completion period is attributable to Bidder, then:

(a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however, GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.

(b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.

(C) Variation on account of exchange rate and Customs Duty variation will not be payable by GIPCL.

No statutory variation shall be payable by GIPCL on the input items. i.e. raw materials, cement, steel etc.

3.19 Supply under Guaranties/Warranties

Notwithstanding anything to the contrary contained in these General Conditions of Contract, any taxes, duties and levies including the stamp duty levied by the Government of India or any State Government in India or local authorities or any Government Instrumentality or outside India on the equipment and Materials to be provided by the contractor in pursuance of any Warranties under the Contract including any replacements and / or repairs to be carried out under such Warranty, which the Contractor is required to supply free of Cost to the Owner, shall be to the Contractor's account.

3.20 Taxes & Duties

Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-Contractors or their employees by the municipal, state or national government authorities in connection with the Facilities where the Site is located.

The Owner shall bear and pay/reimburse to the Contractor Goods and Service Tax (GST) applicable on (a) Plant and Equipment to be supplied from within the Owner's country to be incorporated in the Facilities (b) local transportation & insurance and (c) Installation Services including Civil & Allied Works, Erection, testing and commissioning.

However, all other taxes, duties and levies as may be applicable on the materials used for civil construction works and erection & commissioning shall be to the Contractor's account and no separate claim in this regard will be entertained by the Owner.

Notwithstanding anything to contrary in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.

The Contractor shall issue tax invoices, file appropriate returns and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of default, Contractor, shall be liable to pay and penalty/demand raise on Owner due to default by Contractor, and the same shall be recovered/Contractor shall makegood the loss.

The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST Law.

The Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

3.21 Employee Identification, Plant Site Security and Protection of Plant Site

3.21.1 Contractor shall provide a method which shall be subject to the reasonable approval of Owner, of checking the employees of Contractor, the Subcontractors, Owner and Owner's other suppliers and Contractors in and out of the areas in which the Work is to be performed under the Contract.

3.21.2 Contractor's employees shall wear identification badges provided by the Contractor while on Work at Site.

3.21.3 Contractor shall be responsible for the security of the Plant and the Site at all times and the Goods therein while the Work is being performed or Goods are being supplied up to the earliest of:

a) Take Over of the Plant

b) The transfer of care, custody, and control of the Plant as a whole to Owner with the concurrence of the Owner, or

c) Termination of the Contract;

3.21.4 Contractor shall do all things necessary or expedient to protect any and all parallel, converging and intersecting electric lines and poles, highways, access or other roads, bridges, waterways, railroads, sewer lines, natural gas pipelines, drainage ditches, culverts, fences, walls, and water lines, power or communication cables or lines and any and all physical property of others, from damage resulting directly or indirectly from performance of the Work or in supply and transport of Goods. Without limiting the generality of the foregoing, Contractor shall maintain the access roads to the Site and all access roads within the Site, in good repair and passable at all times as well as proper drainage system. In the event that any such physical property is damaged or destroyed in the course of the performance of the Work or in supply and transport of Goods, Contractor at his cost shall rebuild, restore or replace such damaged or destroyed physical property to full satisfaction of Owner.

3.21.5 Contractor shall provide, and shall ensure that its Sub-contractors provide, proper and ample protection from damage or loss to the Solar Plant, the Site, equipment and construction equipment during its performance of the Work.

3.21.6 In the event that any of the PV Solar Plant are damaged or destroyed for any reason prior to acceptance of such PV Solar Plant, Contractor shall rebuild, restore or replace the PV Solar Plant or such items, subject to and in accordance with the Contract including Specifications. All costs irrespective of reimbursement of claims from Insurance shall be to Contractor's account.

3.22 Royalties and License Fees

3.22.1 Contractor shall pay all required royalties and license fees with respect to proprietary rights, intellectual property licenses and agreements, and shall procure, as required, the appropriate proprietary rights, intellectual property licenses and agreements, for Materials, methods, processes, systems and Services incorporated into the PV Solar Plant or the Project or otherwise relating to the performance of the Work and thereafter for the purpose of operation & maintenance of the Plant.

3.22.2 In performing the Work, Contractor shall not incorporate into the PV Solar Plant, or use in connection with the PV Solar Plant or the performance of the Work, any Materials, methods, processes, systems or service that involve the use of any confidential information, intellectual property or proprietary rights that Owner does not have the right to use or incorporate or which may result in claims or suits against Owner, Contractor or any subcontractor arising out of claims of infringement of any third party domestic or foreign patent rights, copyrights, other proprietary rights, or intellectual property rights, licenses or agreements, or applications for any thereof, or rights of use of confidential information.

3.23 Commencement of the Work or Supply of Goods

Subject to the provisions of this section, Contractor shall commence the Work or supply of Goods on the date as per sub-clause 9.1 of GCC.

3.24 Releases and Waivers

3.24.1 At the time of each Scheduled Payment or portion thereof as per the payment terms of Contract subject to Milestone Payment Schedule under the Contract, the Contractor shall:

a) Certify and provide to Owner sufficient documentation (including, without limitation, an interim lien waiver and release) in the form prescribed by the Owner to establish that all Materials and equipment that comprise or will comprise as part of the Plant , and all property of Owner, are free from any and all claims, liens, security interests or encumbrances in the nature of mechanics, labour or Material or otherwise, arising out of or in connection with performance by Contractor, or any Sub-contractor, of the Work or supply of Goods under or pursuant to the Contract, and

b) Provide, if requested by the Financing Parties prior to disbursement of funds required to make such Scheduled Payments, copies of such releases and waivers from Sub-contractors under Sub-contracts each of value more than the amount specified by the Owner as are necessary to support Contractor's certificate.

3.24.2 If any claim, lien, security interest or encumbrance is filed or notification of withholding money for labour or material furnished under the Contract is served on Owner or any Party providing Real Estate for the Project, Owner may withhold (without being liable to the Contractor in any manner whatsoever) from any Scheduled Payment or any other amount payable to Contractor under the Contract or otherwise, an amount sufficient to discharge any or all such liens or claims and, after 30 (thirty) Days from the time a lien is filed or otherwise attaches or after 180 (one hundred eighty) Days from the time a claim is made, may discharge such lien or claim with the moneys withheld, whereupon for purposes of the Contract such moneys shall be deemed to have been paid to Contractor under the Contract on account of the next Scheduled Payment to become due and payable.

3.24.3 In addition, Contractor shall deliver to Owner a copy of a final release, assignment and waiver of all liens, in the form prescribed by the Owner from each Sub-contractor that would otherwise have had the right to place a lien or encumbrance on any Materials and equipment that comprise or will comprise a part of the Plant or any property of Owner, on the payment date next following the date on which final payment to such Sub-contractor is made.

3.24.4 Furthermore prior to Final acceptance, Contractor shall provide to Owner final releases and waivers in the appropriate form acceptable to the Owner of all liens, charges and encumbrances of whatever nature, legal and equitable, against Owner, the Project, the Site and all other Project property and equipment arising out of or in connection with the Work performed or Goods supplied under the Contract.

3.24.5 Notwithstanding anything to the contrary contained herein above, if Contractor fails to deliver any required release or waiver whether of the Contractor or a Subcontractor, Contractor may provide to Owner, in lieu thereof, a bond or stand by letter of credit in form and content acceptable to Owner, to fully indemnify Owner against any loss resulting from claims, liens or other interests of the Contractor or such Sub-contractor, and Owner shall draw on such bond or stand by letter of credit as the case may be to satisfy the Contractor's or such Sub-contractor's claim, lien or other interest prior to exercising Owner's set-off rights under the Contract.

3.25 Further Assurances

3.25.1 Contractor shall execute and deliver all further Documents and instruments, and provide such further assistance, including assistance to Owner in filing a notice of completion with the appropriate state and local and other Government Instrumentalities and recording offices, that may be necessary or desirable in the reasonable opinion of Owner to complete performance of the Work or supply of Goods or to effectuate the purposes or intent of the Contract.

3.25.2 Any item not specifically described in the contract shall be provided by the Contractor if the providing of such additional item is necessary in order for Contractor to satisfy Performance Guarantees and the Warranties and to make the plant complete in all respects and to make the Plant safely and reliably operable and capable of performing efficiently and smoothly as specified in the Contract. Work undertaken and additional items provided pursuant to this sub-clause shall not give rise to any adjustment in the Contract Price.

3.26 Standard for Supplies and Performance

3.26.1 Without limiting any other provision of Contract, Contractor shall perform the Work and cause his Sub-contractors to manufacture and supply or perform their Work hereunder in accordance with Good Engineering Practices and standards of professional care, skill, diligence and competence generally accepted in the independent power industry applicable to engineering and construction and Project management practices for power stations of similar size and type (Solar PV Plant) as the Plant that are intended to have a 25 (twenty five) year useful life when operated in accordance with the Operating Manuals, all Applicable Laws, all Applicable Permits, all Manufacturer's and vendor's guarantees and Warranties, all applicable insurance policies, the safety precautions set forth in this section and the provisions of Contract including Specifications.

3.26.2 Contractor shall arrange and ensure that all design, engineering, fabrication, manufacture, construction, installation, commissioning and testing work requiring certification from any Government Instrumentality are properly certified.

3.27 Compliance with Applicable Laws

Contractor shall comply with and require the Sub-contractor to comply with and shall cause the Plant and all components thereof (including the design, engineering, procurement, manufacture, fabrication, supply, erection, construction, commissioning, testing, operation, maintenance and repair of the Plant) and the performance of the Work or supply of Goods, to comply, or be capable of complying, including after Final Acceptance, with all Applicable Laws and Applicable Permits as they may be in effect from time to time during Contractor's performance of Work under the Contract up to date of Final Acceptance, assuming Owner has met his obligations, and thereafter if and so long as Contractor shall have obligations under the Contract.

3.28 Fire Protection

3.28.1 The Work procedures that have to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustion materials, combustible waste and rubbish shall be collected and removed from the Site at least once each Day. Fuels, oils and volatile of flammable Materials shall be stored away from the construction and equipment and material storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible Materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such Materials are received with the equipment at Site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.

3.28.2 Similarly, corrugated paper fabricated cartons, etc. will not be permitted in the construction area either for storage or for handling of Materials. All such Materials used shall be of waterproof and flame-resistant type.

All other Materials such as working Drawings, plans, etc. which are combustible but are essential for the Works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

3.28.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

3.28.4 The Contractor shall provide enough fire protection and detection equipment of the types and in enough numbers for the warehouses, office, temporary appropriate structures, labour colony area, etc. Access to such fire protection equipment, shall be easy and be kept open at all times.

3.29 Contractor's Equipment and Owner's rights thereof

3.29.1 The Contractor shall provide all Contractors' equipment necessary to perform the Work and complete the Works. All Contractors' equipment shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and performance of Services. The Contractor shall not remove from the Site any such Contractor's Equipment without the consent of the Owner. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

3.29.2 The Owner shall have lien on such goods for any sum or sums, which may at any time, be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a 15 (fifteen) Days' Notice in Writing of his intention to do so, the Owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

3.30 Access Route

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by Contractor's traffic or by the Contractor's personnel. The Contractor shall (as between the Parties) be responsible for the maintenance of such access routes. The Contractor shall provide any signs or directions, which he may consider necessary for the guidance of his staff, labour and others. The Contractor shall obtain any permission that may be required from the relevant authorities for the use of such routes, signs and directions. The Owner will not be responsible for any claims which may arise from the use or otherwise of any access route. The Owner does not guarantee the suitability or availability of any particular access route, and will not entertain any claim and shall not be liable for any non-suitability or non-availability for continuous use during construction of any such route

3.31 Rights of Way and Facilities

3.31.1 The Contractor shall bear all costs and charges for special or temporary rights-of-way required by him for access to the Site. The Contractor shall also provide, at his own cost, any additional facilities outside the Site required by him for the purposes of the Works or Services. Contractor shall carry out a detailed route survey for assessment of transportation of heavy and large equipment to Site.

3.31.2 The Contractor shall, whenever required by the Owner, provide in Writing, for information, a detailed description of the arrangements and methods, which the Contractor proposes to adopt for the supply of Goods, execution of the Works and performance of Services.

3.31.3 No significant alteration to the programme, or to such arrangements and methods, shall be made by the Contractor without informing the Owner. If the progress of the work does not conform to the programme, the Owner may instruct the Contractor to revise the programme, showing the modifications necessary to achieve completion within the time for completion. Providing such information to the Owner shall however not relieve the Contractor from any of its responsibilities.

3.32 Special Loads-

3.32.1 Should the Contractor consider that the moving of one or more loads of BOS or Contractor's Equipment is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load submit to the relevant competent authority its proposals as to moving the load, including details of the weight and other particulars of the load to be moved and execute its proposal for protecting or strengthening and shall obtain permission from such authorities for such movement.

3.32.2 **Extraordinary traffic Claims**

If the Owner shall receive claim in respect of damage or injury to highways or bridges arising out of supply of Goods or execution of the Work, it shall immediately report the claim to the Contractor. The Contractor shall pay all sums due in respect of such claim and shall reimburse to the Owner all Costs, charges and expenses incurred by the Owner in relation thereto.

3.33 Non-interference with Local Traffic

The Contractor shall take all such measures as may be reasonably necessary to ensure that its arrangements and those of its Sub-contractors with respect to the transport of Goods, Material and labour to the Site do not interfere with local traffic in the vicinity of the Site and where such interference is unavoidable shall make such special arrangements as may be reasonably required to minimise the effect of such interference.

3.34 Insurance

Contractor shall obtain and maintain all insurance required to be obtained by Contractor as per the Contract including clause no. 6.0 hereof.

3.35 Schedule for supply of Goods / Work

3.35.1 **Milestones**

Time is of the essence and those obligations of Contractor referred to as "Milestones" herein shall be accomplished on or before the dates fixed therefor in the milestone / Schedule as proposed by the Contractor and approved by Owner or in the event only a Month is specified therefor, on or before the last day of such Month. If any major milestone is not completed on or before the respective date or last Day of the respective Month indicated, as the case may be, then, and in addition to any other rights which Owner may have under this Contract, Owner shall be excused from making any further payments to Contractor of the Contract Price until such time as all milestones which have not been completed on the Date required have been properly completed. If Contractor believes that any milestone may not be or has not been completed by the date required, he shall forthwith give Written Notice thereof to Owner specifying the reason therefor and what remedial action Contractor proposes to take.

3.36 Priority of Supply of Goods / Work

The designation herein of certain obligations of Contractor as milestones shall not reduce or in any way or manner dilute the responsibility of Contractor to complete the Work in the shortest practicable time. To this end, Contractor shall give the supply of Goods / Work the highest priority; that is, no other job of Contractor shall take precedence over the Supply of Goods or Work nor shall Contractor make any allocation of its resources, which would have the effect of delaying the timely performance of the Work or supply of Goods.

3.37 Maintenance of Schedule and Milestone Schedule

If Contractor is not performing the Work or supply of Goods at a rate which will maintain the Schedule or the Milestone Schedule, Contractor shall at its expense cause Contractor's personnel, to work such overtime and furnish such additional personnel and construction equipment and resources as may be required to comply with the Schedule or the Milestone Schedule (as the case may be).

3.38 Work and Safety Regulations

3.38.1 The Contractor shall ensure proper safety of all the workmen, Materials and equipment belonging to him or to Owner or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Owner, as he may deem necessary.

3.38.2 All equipment used in construction and erection by Contractor or his Sub contractors shall meet Indian and International Standards of safety and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor or his Sub contractors in accordance with Manufacturer's operation manual and safety instructions and as per Guidelines and Rules of the Owner in this regard.

3.38.3 Periodical Examinations and all Tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and all relevant Law/Rules in force from time to time. A register of such examinations and Test shall be properly maintained by the Contractor and will be promptly produced as and when desired by Owner or by the Person authorised by him.

3.38.4 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Owner who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

3.38.5 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent Person strictly in accordance with the Code of Practices/Rules framed under relevant laws, rules and regulations not restricted to Indian Explosives Act pertaining to handling, storage and use of explosives.

3.38.6 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of and experienced and competent Person. For erection, good and standard quality of material only shall be used by the Contractor.

3.38.7 The Contractor or his Sub-contractors shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstance, whatsoever, unless expressly permitted in Writing by the Owner to handle such fuses, wiring or electrical equipment.

3.38.8 Before the Contractor or his Sub-contractors connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:

a) Satisfy the Owner that the appliance is in good working condition.

b) Inform the Owner of the maximum current rating, voltage and phase: the appliances;

c) Obtain permission of the Owner detailing the sockets to which appliance may be connected.

3.38.9 The Owner will not grant permission to connect until he is satisfied that:

a) The appliance is in good condition and fitted with a suitable plug.

b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

3.38.10 No electric cable used by the other Contractor/ Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

3.38.11 No repair work shall be carried out on any live equipment. The equipment shall/must be declared safe by Owner and a permit to Work shall be issued by Owner before any repair work is carried out by the Contractor or his Sub contractors. While working on electric lines/equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor or his Subcontractors to electricians/workmen/officers.

3.38.12 The Contractor shall employ necessary number of qualified, full time Electricians/Electrical Supervisors to maintain his temporary electrical installations.

3.38.13 The Contractor employing more workmen than specified under Factories Act 1948 whether temporary, casual, probationer, regular or permanent or on Contract, shall employ at least required numbers of full time officers exclusively as Safety Officer to supervise the safety aspects of the equipment and workmen who will coordinate with the Project Safety Officer and Owner. In case of Work being carried out through Sub-contractors, the Sub-contractor's workmen/employees will also be considered as the Contractor's workmen/employees for above purpose.

3.38.14 The name and address of such Safety Officers of Contractor will be promptly informed in Writing to Owner with a copy to Safety officer-in-charge before he starts Work or immediately after any change of the incumbent is made during currency of the Contract.

3.38.15 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor, major or fatal injuries to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Owner in prescribed form and also to all the authorities envisaged under the Applicable Laws.

3.38.16 The Owner shall have the right at his sole discretion to stop the Work or supply of Goods, if in his opinion the Work or supply of Goods is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in Writing about the nature of hazards and possible injury/accident, and he shall comply with the instructions of the Owner including removal of shortcomings promptly. The Contractor after stopping the specific Work or supply of Goods, can, if felt necessary, appeal against the order of stoppage of Work within 3 (three) Days of such stoppage of Work and Owner's decision in this respect shall be conclusive and binding on the Contractor.

3.38.17 The Contractor shall not be entitled for any damages/compensation for stoppage of Work or supply of Goods due to safety reasons as provided in clause 3.38.16 above and the period of such stoppage of Work will not be taken as an extension of time for completion of Work or supply of Goods and will not be the ground for waiver of levy of Liquidated Damages,

3.38.18 The Contractor and his Sub contractors shall follow and comply with all Safety Rules, relevant provisions of Applicable Laws pertaining to safety of workmen, employees, Plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation.

3.38.19 The Contractor shall also be responsible for payment of sum as indicated below:

a	Upon 1st Fatal Accident	1% of the Contract price as awarded, limited to Rs. 50,00,000/-
b	Upon 2nd Fatal Accident	1.5% of the Contract price as awarded, limited to Rs. 75,00,000/-
c	Upon 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-
d	Re-occurrence of Fatal Accident even after 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal accident

For the purpose of calculation of the aforesaid amounts, 'Contract price, as awarded', shall mean the total Contract Price for both Supply of Goods and Works for the facilities (500 MW (AC) Solar PV Plant) as per the originally awarded Contract/ Letter of Intent (LoI) (where contract has not been signed) exclusive of any taxes & duties.

3.39 Safety Programme and Policy

3.39.1 Contractor shall, and shall cause all Sub-contractors to, implement and administer a safety program for the Plant, subject to the approval of the Owner (which shall not be unreasonably withheld), which shall include:

a) Development of a safety manual (the "Safety Manual") establishing safety guidelines and requirements for Contractor, Sub-contractor (including a fall prevention program). Copies of this manual shall be provided to Owner immediately upon its development and Contractor shall incorporate into such Safety Manual any and all reasonable comments of Owner;

b) Conducting of weekly safety meetings with the employees and agents of Owner, Contractor, Sub-contractor and Owner's other Contractors and their Sub-contractors;

c) Development, implementation and enforcement of procedures for advising employees and agents of Owner, Contractor, Sub-contractor and Owner's other Contractors and their Sub-contractors of, and correction of, safety violations and deficiencies;

d) Taking of all other actions necessary to provide a safe Work environment in accordance with Applicable Laws and Applicable Permits. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to avoid damage, injury or loss to:

(i) All persons employed by the Owner, Contractor and its Sub-contractors and Owner's other Contractors and their Sub-contractors in connection with the Work or supply of Goods or Owner and its Contractors and Sub-contractors (whether in the performance of their obligations under the Contract or otherwise) and all other persons who may be affected by the performance of the Work or supply of Goods or any of such persons.

(ii) All supplies used in connection with the Plant and all equipment to be incorporated into the Plant , whether in storage on or off the Site under the care, custody or control of Owner, Contractor, any Sub-contractor or Owner's other Contractors and their Sub-contractors.

(iii) The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site. The Contractor shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment/ material or injury to workmen. The Owner shall not be responsible for any such accidents. The Contractor shall deploy qualified safety officer at site who shall be responsible for the safety aspects of the site.

e) At all times (including during Commissioning,) Contractor shall require all Sub-contractors working on or supplying equipments or construction equipment to the Site to comply with all safety requirements in effect at all such times and of all Applicable Laws and Applicable Permits. Contractor shall, and shall cause the Sub-contractors to, comply with all Applicable Laws and Applicable Permits.

3.39.2 If any of the employee of the contractor is supposed to work at a height of 2 meter or more, or near an opening in floor / roof or any excavated area. Contractor shall ensure that:

a) Proper steel staging / scaffold or platform is erected.

b) Proper staircase or ladder is provided to access the height.

c) The erected structure is strong enough to sustain the load of employees along with tools and tackles.

d) Only experienced and physically fit employees are engaged.

e) Safety belts, Life lines and safety nets are provided to the employees. Contractor shall also ensure correct use of this equipment by the employees.

3.39.3 It is also responsibility of contractor to:

i) Provide crawling ladders, if the employees are working on fragile roof. Contractor shall also ensure use of this equipment properly.

ii) Provide barricade around work area, and display warning signs. Safety net shall be provided.

3.40 Additional Obligations of Contractor

The Contractor shall fulfil the following additional obligations:

3.40.1 **Country of Origin**

3.40.1.1 All Goods supplied under the Contract shall have their origin in the eligible countries and territories.

3.40.1.2 For purposes of this Clause, “origin” means the place where the Goods where mined, grown, produced or manufactured and from where services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.40.1.3 The origin of Goods is distinct from the nationality of the Supply Contractor.

3.40.2 **Packing**

3.40.2.1 The Contractor shall provide such packing of the Goods’ as is required to prevent their damage or deterioration during transit to Site, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

3.40.2.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, in any subsequent instructions ordered by the Owner.

3.40.2.3 The Contractor wherever applicable shall, after proper painting, pack and create all equipment for sea shipment in a manner suitable for export to a tropical, humid climate region in accordance with internationally accepted export practices and in such manner so as to protect it from damage and deterioration in transit by road, rail and or sea and during storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

4.0 SUB-CONTRACTORS

4.1 Subcontractors and Suppliers

4.1.1 All vendors, suppliers, and Sub-contractors providing equipment, Materials, construction equipment, or Services to Contractor under a Subcontract purchase order or similar purchase form or arrangement with Contractor for the performance of the Work or supply of Goods under this Contract are herein referred as "Sub-contractors", and any such sub-contracts, purchase orders and similar purchase forms and arrangement entered into by or on behalf of Contractor with Sub-contractors are herein referred to as "Subcontracts" provided that none of Owner 's other Contractors or their subcontractors shall be deemed to be subcontractors under the Contract of the Contractor.

The Contractor shall be obligated to select Subcontractors it retains in connection with the performance by Contractor of the Work or supply of Goods from a Vendors list, which would be finalised and approved by the Owner.

Contractor may suggest /request for approval of Additional vendor with credentials and details for review and approval of Owner. Owner may consider the request in case proposed additional vendor is reputed and meeting the tender specification requirements. Owner reserves the right to reject the proposed vendor without assigning any reason.

4.1.2 The Contractor shall be solely liable for the performance of the subcontract work by his Subcontractors, for any and all liabilities arising there from and shall hold the Owner indemnified and harmless there against. None of the subcontractors of the Contractor shall have any contractual relationship with the Owner, nor shall they be entitled to prefer any claims against the Owner. All the subcontracts of the Contractor shall be subject to assignment to the Owner upon his written request.

4.1.3 Contractor shall provide to Owner unpriced copy of all Subcontracts and other such information concerning the Subcontractors as Owner may from time to time reasonably request and shall ensure that each Subcontract contains provisions in all material respects not less stringent than the provisions of the Contract and shall include terms and provisions required to be included pursuant to the Contract. In the event of termination of the Contract under clause no. 15.2 of GCC or clause no. 16.2 of GCC, Contractor shall forthwith deliver to Owner a copy of each Subcontract.

4.1.4 Contractor shall supervise and direct the Work of all Subcontractors and shall be responsible for all supply of Goods, design; engineering; procurement; manufacturing; transportation; delivery; fabrication; construction; erection; installation; commissioning; and Tests before Taking over including Performance Tests; maintenance, repair; methods; techniques; sequences and procedures of and for co-ordinating the work of Subcontractors.

4.1.5 If Contractor fails to correct, or commence to correct and execute the correction with due diligence of deficient or defective Work performed by any Subcontractor within 7 (seven) days, after receipt by Contractor of a notice from Owner with respect thereto, Owner may (but shall not be obligated to), after 7 (seven) days following receipt by Contractor of an additional notice, and without prejudice to any other right or remedy take all reasonable steps to remedy such defective or deficient Work at risk and Cost of Contractor.

4.1.6 Contractor shall require all Subcontractors to perform the Subcontracts in accordance with the relevant requirements of the Contract including Specification, all Applicable Laws**,** Applicable Permits, Good Engineering Practices, and all Warranties of Vendors and Manufacturers and all insurance policies relating to the Plant or the supply of Goods or the Work.

4.1.7 Contractor shall be solely responsible for paying each Subcontractor and any other Person to whom any amount is due from Contractor for Services, equipment, construction, equipment, Materials or supplies otherwise related to or in connection with the Plant or the Work or supply of Goods. Contractor shall take all reasonable steps and actions to ensure that such Services, equipment, construction equipment, Materials and supplies and the like have been or will be received, inspected and approved and that such Services have been or will be properly performed.

4.1.8 In performing the duties incidental to its responsibilities hereunder, Contractor shall issue to the Subcontractors such directives and impose such restrictions as may be required to obtain such compliance herewith and with the terms of the subcontracts.

4.2 **Sub-Contractors and Manufacturer Warranties**

4.2.1 Contractor shall, for the protection of Owner, obtain from all Subcontractors, including all vendors, and Manufacturers of equipment**,** all the required Warranties on all Goods and other items used in connection with the performance of the Work or incorporated in or forming part of the Plant (other than minor items) and workmanship of the plant and equipment supplied and executed and such Warranties shall not be amended, modified or otherwise discharged without the prior written consent of Owner. All Warranties on the equipment shall be in the name of Owner/GIPCL. Such Warranties shall nevertheless and at all times meet the minimum requirements stipulated in the Contract

4.2.2 Contractor shall obtain from each of approved Subcontractor and each Sub-contractor that is a party to a Subcontract pursuant to which engineered equipment is to be provided, Warranties as detailed in Clause 12.0 below.

4.2.3 Contractor shall obtain from each Subcontractor who is party to a Subcontract pursuant to which off-the shelf equipment is to be supplied or purchased (whether or not such equipment is engineered equipment), the best Guarantee or Warranty commercially available.

4.2.4 Owner shall be entitled to receive all benefits and proceeds (including damages and rebates) paid by or on behalf of any subcontractor pursuant to any Warranty. Neither Contractor nor its Subcontractors, nor any person under the control of either thereof, shall take any action which could release, void, impair or waive any Warranty on equipment**,** Materials, items, Goods or Services relating to the Plant or the Work.

4.2.5 Nothing in this clause shall derogate from the obligations of Contractor to provide the Guarantees and Warranties described in, and to comply with the provisions of clause no. 11.0 and 12.0 of these General Conditions of Contract.

4.2.6 Contractor shall, on its part based on, professional judgement enforce all Warranties provided by the Subcontractors to the fullest extent thereof till such time they are transferred to the Owner pursuant to sub-clause 4.2.7 below.

4.2.7 Upon the expiration or termination of any of the Warranties provided by Contractor pursuant to the Contract or termination of the Contract for any reason whatsoever, the Contractor shall assign, and hereby assigns, effective as of such date, or otherwise make available, to Owner all of Contractor's rights under all such Subcontractor Warranties (except to the extent Contractor has therefore provided Warranty services to Owner and is enforcing Contractor's rights with respect to such Services under the applicable Subcontractor Warranty) and shall deliver to Owner copies of all Contracts providing for such Warranties.

4.2.8 Contractor, in accordance with the Contract, shall require all Subcontractors to be covered by the insurance specified in the Contract, during the time in which they are engaged in performing Services.

4.2.9 Contractor shall require all Subcontractors to release and waive any and all rights of recovery against Owner, the Financing Parties and each of their promoters (including the directors, officers and shareholders of each such promoter), affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters, and against Contractor and all other Subcontractors which the releasing Subcontractor may otherwise have or acquire, in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained pursuant to this the Contract (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance. Contractor shall further require all Subcontractors to include in all policies of insurance maintained by the Subcontractors clauses providing that each underwriter shall release and waive all of its rights of recovery, under subrogation or otherwise, against Owner, the Financing Parties and each of their promoters, affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters, and against Contractor and all other Subcontractors. The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, who shall not unreasonably withhold such approval.

4.2.10 Owner shall not be deemed by virtue of the Contract to have any contractual obligation to or relationship with any Subcontractor.

4.3 **Review and Approval - Non-Release of Contractor's Liability**

The review by and approval and consent of, Owner as to the approved Subcontractors list or as to Contractor entering into any subcontract with any approved Subcontractor or as to any Work done or supply made or Services provided by any such approved Subcontractor shall not relieve Contractor of any of his duties, liabilities or obligations under this Contract, and Contractor shall be liable hereunder to the same extent as if any such sub-contract had not been entered into. Any inspection review or approval by Owner of any Work or Goods or of any Work in progress by Contractor or Sub-contractors or participation by Owner in any Test conducted by or under the direction or supervision of the Contractor or any Sub-contractor shall not relieve Contractor of any of its Work, duties, liabilities or obligations under the Contract. Owner shall not be deemed by virtue of the Contract to have any contractual obligation or liability to, or relationship with, any Sub-contractor.

5.0 INSPECTION AND TESTING

5.1 Requirements

5.1.1 Contractor shall perform all inspection, expediting and quality surveillance as may be required for performance of the Services. Contractor's responsibilities under this sub-clause shall include, without limitation, inspecting all supplies, Materials and equipment that comprise or will comprise the Plant or that are to be used in performance of the work.

5.1.2 The Contractor shall at its own expense carry out at the place of manufacture and/or on the site carry out all such tests &/or inspections of the plant & equipment and any part of the facilities as are specified in the contract. The Contractor shall carry out the inspection and quality control aspects as set out in Technical Specification. In the event the Owner establishes that the Contractor is not carrying out all such inspection and quality control aspects, the Owner has the right to appoint at Contractor's cost third party reputed inspection agencies in India.

5.1.3 The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Owner (or their designated representatives) to attend the test and/or inspection. Contractor / Contractor's third party inspection agency shall perform such detailed inspection of all work in progress at intervals appropriate to the stage of design, engineering, procurement, fabrication, construction, erection, testing and Commissioning, as is necessary to ensure that such work is proceeding in accordance with the Contract, the Documents, Applicable Laws, Applicable Permits, Good Engineering Practices and to protect Owner against defects and deficiencies in such work (including any which would diminish or void the ability of Owner or Contractor to realise upon any manufacturer's or supplier's warranty or under any applicable insurance coverage). On the basis of such inspections, Contractor shall keep Owner continuously informed of the progress and quality of all work, whether performed by Contractor or any Sub-contractor, and shall provide Owner with Written reports which shall contain notwithstanding anything to the contrary contained herein defects and deficiencies revealed through such inspections and of measures proposed by Contractor to remedy such defects and deficiencies. Owner shall have the option, at Owner's expense, of being present at all such inspections, and the Contractor shall give notice of all such inspections agreed

5.1.4 In the event that the progress and quality of the work is not proceeding in accordance with the Contract, Owner shall be entitled to make recommendations to Contractor or any Sub-contractor for the purpose of remedying such failure and any such defects and deficiencies or variances. Any inspection performed or not performed by Owner hereunder shall not be a waiver of any of Contractor's obligations under the Contract or be construed as an approval or acceptance of any of the work or Services hereunder or absolve the Contractor in any manner of its liabilities, responsibilities, and obligations under the Contract.

5.1.5 The Contractor shall, where required give due notice to the Owner whenever such work is ready before covering up or putting out of view. The Owner shall then either carry out the inspection, examination, measurement or testing or notify the Contractor that it is considered unnecessary.

5.1.6 The Owner shall have the right to re-inspect any work though previously inspected and approved by him at the Site, before and after the same are erected. If by the above inspection the Owner rejects any work, the Contractor shall make good for such rejections either by replacement or modifications/ repairs as may be necessary to the satisfaction of the Owner.

5.1.7 The Owner shall be entitled, during design, engineering, manufacture, fabrication and preparation at any places where work is being carried out, to inspect, examine and test the materials and workmanship, and to check the progress in the performance of the work at no extra cost to the Owner. The Owner or its authorised representatives including appointed consultant shall have at all times access to the Contractor's premises. The Contractor shall give all reasonable facilities and assistance, including access to Documents to carry out such inspection, examination, measurement and testing without any cost implication to Owner. All inspection and tests shall be in line with approved Inspection & Test Plans and Owner shall carry out necessary inspection as per the Contract. Should any inspected work or service fail to conform to the Contract, the Owner may reject such work or service and the Contractor shall either replace or make alterations necessary to meet Contract requirements free of cost to the Owner. The Owner's right to inspect, test, and where necessary, reject the work or service shall in no way be limited or waived by reason of any part of the work having previously been inspected, tested and passed by the Owner.

5.1.8 GIPCL may depute its Engineer or representative or third-party inspection agency for inspection during manufacture and in assembled condition prior to dispatch in accordance with the standard practice/ QAP of the manufacturer and applicable Standards, at no additional cost to GIPCL for demonstration and performing the test/inspection. The Contractor shall raise inspection call with internal test reports in advance for all items like MMS, cables, SJBs, Inverters, Transformers, HT & LT switchgears, DC system, Switchyard equipment, earthing system, SCADA, RMU etc.

5.1.9 The Contractor shall agree, with the Owner about the time and place for the testing of any equipment / Materials and other parts of the work as specified in the Contract. The Contractor shall give 15(fifteen) Days' notice for inspection of indigenous Materials. The Owner shall give the Contractor not less than 24 (twenty four) hours' notice of his intention to attend the Tests. The Contractor shall provide sufficient suitably qualified and experienced staff to carry out the Tests specified in the Contract. The Contractor shall present to the Owner the calibration certificates of all the testing and measuring instruments proposed to be used for carrying out the Tests. In case the Owner is not satisfied with the calibration certificates, the Contractor shall arrange to get the concerned instrument(s) recalibrated to the satisfaction of the Owner.

5.1.10 If the Owner does not attend at the time and place agreed, or if the Contractor and the Owner agree that the Owner shall not attend, the Contractor may proceed with the Tests, unless the Owner instructs the Contractor otherwise. Participation by Owner or their absence from or failure to participate in any Tests (other than the Performance Tests) shall not relieve or absolve the Contractor from any Guarantee or Warranty or obligations of Services under or in pursuance of the Contract.

If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred in accordance with Clause 22. for determination in accordance with GCC.

5.1.11 The Contractor shall promptly forward to the Owner duly certified reports of the Tests.

5.1.12 If the Owner requires such equipment, materials, design or workmanship to be re-tested, the Tests shall be repeated under the same terms and conditions. Contractor shall undertake an additional testing of any material, equipment or the work, if the Owner believes the results of earlier Tests are not accurate or do not establish the true condition to specification of equipment, material or work being tested. If such retesting demonstrates that the work, equipment or material being so tested conforms to the requirements of Contract then Contractor shall bear the cost of such additional Test and the cost of any required uncovering and covering the Goods or Services, if necessary. If, however such retesting confirms Owner's conclusion and cause the Owner to incur additional costs, such costs shall be recoverable from the Contractor by the Owner and may be deducted by the Owner from any monies due, or to become due, to the Contractor. Neither the failure by Owner to discover defects, nor any payment to Contractor in respect of the Tests, shall prejudice the rights of Owner thereafter to require and obtain from Contractor the performance of the Services in accordance with the Contract herewith. Owner shall not be deemed to have accepted any Services as a result of any additional testing.

5.2 **Test Certificates**

a) Type Test Certificates for all the tests specified for the factory-built component parts and for all the equipment shall be submitted by the Contractor.

b) Routine test certificates for all the tests specified for the factory and the component parts shall be submitted by the Contractor.

c) Equipment shall not be dispatched unless the test certificates are duly approved by the Owner.

5.3 **Rejection**

If, as a result of inspection, examination or testing, the Owner decides that any equipment, system, materials, design or workmanship has failed in such inspection, examination or tests or is defective or otherwise not in accordance with the Contract, the Owner may reject such equipment, system, materials, design or workmanship and shall notify the Contractor promptly, stating his reasons. The Contractor shall then promptly correct or replace, such item or portion so as to pass retesting and otherwise meet and conform to such requirements. Following any such rejection, all expenses reasonably incurred by the Owner in consequence of such re-testing or inspection shall be borne by the contractor. No changes to project schedule or increase in the contract price shall be granted with respect to such additional testing. Contractor shall solely bear any cost resulting there from.

6.0 INSURANCE

6.1 **Contractor: Insurance of Goods**

The Contractor shall also arrange for Insurance against transit and all risks (including terrorists act, war and mine, SRCC) in the name of Owner in respect of 120% (one hundred and twenty percent) of the value of supplies from Ex-works until delivery and receipt to Site. Contractor shall also refer to Section -6 Appendix-25 for compliance to Insurance Requirement to be taken for this Project.

6.2 **Contractor: Insurance of Plant**

6.2.1 (i) The Contractor shall:

a) In respect of all Material including Goods, equipment received at Site and to be handed over to the Contractor in his capacity as bailee of such Materials from the time of receipt at site until commissioning of the Plant. All insurance shall be taken by the Contractor and related expenses shall be borne by Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, theft, natural or other disaster, etc. in such a manner that the Owner shall not incur any financial loss, as long as the construction of the Project continues to remain under the custody of the Contractor.

b) During the project period, i.e. before the Commissioning of the Project, all insurance shall be taken by the contractor and related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, theft, natural or other disaster, etc. in such a manner that the Owner shall not incur any financial loss, as long as the construction of the Project continues to remain under the custody of the Contractor.

c) In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor. The Contractor should take immediate steps to repair the damaged equipment/items or replacement there to.

d) The Contractor shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the Project. The final financial settlement with the insurance company shall be rested upon the Contractor.

e) In case of any delay of the Project attributable to the Contractor the Contractor himself in consultation with the Company should take the extension of insurance. Any financial implications shall, however, be borne by the Contractor.

f) The Contractor shall arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance. The Owner shall not be responsible for any such loss or mishap.

g) At the end of the term of insurance undertaken by the Contractor, the Contractor shall provide all the necessary documents to the satisfaction of the Company in order to enable the Company to take up the insurance of the Plant.

6.2.2 **Rented Equipment**

All construction equipment shall be brought to and kept at the Site at the sole cost, risk and expense of Contractor, and Owner shall not be liable for any loss or damage thereto, except to the extent any such loss or damage is caused solely by the Owner. Contractor, at his sole discretion, may maintain adequate, appropriate and prudent insurance with respect to such construction equipment.

Any Insurance policy carried by the Contractor, any Sub-contractor or any third party on or in respect of any construction equipment shall provide for waiver of the underwriter's right to subrogation against Owner, the Financing parties, their assignees, subsidiaries, parent companies, affiliates, employees, insurers and underwriters. Contractor shall obtain adequate insurance to cover all construction equipment rented or leased from third parties.

6.2.3 **Statutory Insurance Benefits**

Contractor shall maintain with respect to the Work to be done under the Contract, in each applicable jurisdiction, all statutory insurance benefits and other insurance required by law including, without limitation, unemployment Insurance.

6.2.4 **Third Party Insurance**

Contractor shall at its sole expense, in the joint names of Owner and Contractor prior to the commencement of any Work on the Site, pursuant to the Contract, obtain adequate insurance, against liability for damage or death of or personal injury occurring before Take Over to any Person (including any employee of the insured parties) or to any property (other than property forming part of the Plant) due to or arising out of the performance or non performance of the Work by Contractor or any Sub-contractors and other third party liabilities on account of obstruction, loss of amenity, trespass, nuisance or advertising pursuant to the Contract.

6.2.5 **Automobile Liability Insurance**

Contractor shall, at its sole expense and in the joint names of Owner and Contractor, shall maintain automobile liability insurance covering all owned, non-owned and hired automobiles, trucks and other vehicles used by Contractor or its Subcontractors in connection with the Work.

6.2.6 **Insurance against Accident, etc. to Workmen and Other Insurances**

Contractor shall, at its sole expense, insure and shall maintain Insurance as required by Indian and all other Applicable Laws for all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by Contractor or its Subcontractors for the purpose of the performance of the Work or supply of Goods.

In addition, Contractor shall obtain and maintain all other Insurances required to be obtained and maintained by him for fulfilling all his obligations under the Contract including Insurances against damages to designs and the like arising out of Services.

6.3 **General Insurance Requirements**

All insurance obtained by Contractor shall be maintained with an insurer approved by the Owner.

On or prior to the Commencement Date of Contract**,** Contractor shall furnish to the Financing Parties and Owner certificates of Insurance (or if one of the Financing parties, Owner so directs, copies of the actual insurance policies signed by an authorised Representative of the insurer) from each Insurance carrier showing that the above required Insurance is in force, the amount of the carrier's liability there under, and further providing that the Insurance will not be cancelled, changed or not renewed until the expiration of at least 90 (ninety) Days (to the extent obtainable under commercially reasonable terms) after written notice of such cancellation, change or non-renewal has been received by Owner and the Financing Parties and Contractor. All policies and certificates of Insurance affected in accordance with this clause shall be in form and content acceptable to Owner and Financing Parties.

Remedy on Failure to Insure

If Contractor shall fail to effect and keep in force the Insurance for which it is responsible under the Contract including clause no. 6.0 hereof, Owner may effect and keep in force any such Insurance, and pay such premiums as may be necessary for that purpose, and from time to time, after issuance of a reimbursement request therefor accompanied by relevant supporting documentation, deduct the amount so paid by Owner from any amounts due or which may become due to the Contractor under the Contract.

6.3.1 **Subcontractor’s Insurance and Subcontractor’s Waiver.**

a) Unless Contractor's insurance covers its Subcontractors, Contractor shall require all such Subcontractors providing equipment, construction equipment or Services to Contractor or the Project to obtain, maintain and keep in force during the time in which they are involved in the performance of the Work or supply of Goods hereunder**,** coverage’s consistent with Contractor's insurance obligations hereunder.

b) Contractor shall require all Subcontractors to release and waive any and all rights of recovery against Owner, the Financing Parties, and each of their parent companies and affiliated companies and subsidiaries and their respective officers, directors, employees, successors, permitted assigns, insurers and underwriters, and against Contractor and all other Sub-contractors, which the releasing Subcontractor may otherwise have or acquire, in, from or in any way connected with any loss, injury or damage covered by policies of insurance maintained or required to be maintained pursuant to this Contract (other than third party liability Insurance policies) or because of deductible clauses in or inadequacy of limits of, any such policies of Insurance.

c) Contractor shall further require all Subcontractors to include in all policies of Insurance maintained by Subcontractors clauses providing that each underwriter shall release and waive all of its rights of recovery, under subrogation or otherwise, against Owner, the Financing Parties, and each of their parent companies, affiliated companies and subsidiaries and their respective officers, directors, employees, successors, permitted assigns, insurers and underwriters, and against Contractor and all other Subcontractors.

6.3.2 **Descriptions not Limitations**

The Insurance coverage referred to in this clause no. 6.0 shall be set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the Insurance mutually agreed by the Parties shall govern; provided, however, that neither the content of any Insurance policy or certificate nor Owner's approval thereof shall relieve the Contractor of any of its obligations under the Contract.

The Owner shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Owner's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Owner

6.3.3 **Waiver of Subrogation**

All insurance policies supplied or arranged on Owner's behalf by Contractor shall include a waiver of any right of subrogation of the insurers there under against Owner, the Financing Parties and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, and of any right of such insurers under such Contractor policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under any such policy.

6.3.4 **Contractor's Waiver**

Contractor further releases, assigns and waives any and all rights or recovery against Owner, the Financing Parties and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, and against other contractors of Owner and their subcontractors which Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of Insurance maintained or required to be maintained by Contractor pursuant to this Contract (other than third party liability insurance policies) or because of deductible clauses in, or inadequacy of limits of, any such policies of Insurance.

6.3.5 **Additional Insured**

Except to the extent prohibited by law and except for Insurance coverage described in clause no. 6.2.2 above, all Insurance coverages referred to in this clause no. 6.0 shall name Owner, the Financing parties and their respective assignees, subsidiaries, affiliates and parent companies as additional named insured and sole loss payees, as their respective interests may appear.

6.3.6 **No Limitation of Liability**

The required coverage referred to and set forth in this clause no. 6.0 shall in no way affect or limit Contractor's liability with respect to performance of the Work or any obligation under the Contract.

Notwithstanding the extent of Insurance cover and the amount of claim available from the underwriters the Contractors shall be liable to make good the full replacement / rectification value of all equipment / Materials to ensure the availability as per Project requirements.

All the Insurance policy mentioned in this clause shall be administered and managed by the Contractor and shall be effected from the Commencement Date of contract and thereafter shall operate from the time the relevant property leaves the premises of the manufacturers in the country of origin, and shall continue during the ordinary course of transit and during storage on or off the Plant Site, if any, erection and Commissioning until the date on which Owner takes over the care, custody and control of the Plant, to the exclusion of Contractor.

The Contractor shall be responsible for preference of all claims and make good for the Material loss or damage or loss by way of repairs and / or replacement of operation of Works damaged / lost. The transfer of title shall not in any way relieve the Contractor of above responsibilities during the period of Contract.

For supply of goods, erection, Commissioning, testing and other allied Services during the Contract Period, if any derived liability occurs to Owner, all the Contractors shall make necessary arrangements for indemnifying such liability on joint and several basis without any limits. However, it may be advisable for the Contractors to take appropriate and suitable Insurance cover for such contingencies.

The amount of claim shall be paid to the Owner. The Owner at his discretion may authorise the underwriters to pay the same directly to the Contractors from time to time for settlement of claims related to repairs / replacement.

The Contractor shall include the names of Financing Parties as indicated and required by Owner in the respective Insurance coverage mentioned above.

7.0 TITLE

7.1 Ownership of the Goods procured in the country where the Site is located shall be transferred to the Owner when the Goods are despatched by the Contractor thereof after the necessary inspection and verification and quality clearances subject to the following:

a) FOR despatch – On handing over the Goods to the carrier against a receipt and such receipt having been received by the Owner.

b) In case the Goods are procured by the Contractor from vendors, on receipt of duly endorsed documents of title to the Goods.

7.2 Ownership in respect of Goods supplied by the Contractor for incorporation in Permanent Works for execution of Civil Construction shall pass on to the Owner on the date of issue of completion certificate.

7.3 Title to services shall pass as the Services are performed.

7.4 Transfer of property in the Goods shall be without prejudice to any Warranty or liability of the Contractor as to the quality, suitability or performance of the Goods. This Transfer of Title shall not be construed to mean the acceptance of quality and adequacy and the consequent Takeover of Goods, equipment and Materials. The Contractor shall continue to be responsible for the Quality and performance of Goods, equipment, Materials and Services and for their compliance with Specifications until “Take Over” and the fulfilment of provisions of this Contract.

8.0 FOSSILS

All fossils, coins, articles of value or antiquity, and structures and other remains or things of geological or archaeological interest discovered on the Site shall (as between the parties) be the property of the Owner. The Contractor shall take reasonable precautions to prevent his staff, labour or other persons from removing or damaging any such article or thing. The Contractor shall, immediately upon discovery of such article or thing, advise the Owner.

9.0 COMMENCEMENT, DELAYS AND SUSPENSION

9.1 **Letter of Intent (LoI)**

After selection of the Successful Bidder, a Letter of Intent (the "LoI") shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.

Contractor shall commence Performance of Work or supply of Goods after the issue of LoI.

9.2 **Contractual Time for Completion**

Scope of works shall be completed and shall have successfully commissioned the 500 MW (AC) Solar PV Plant within the time for completion as set forth in the Contract. Failing which the Contractor shall pay to the Owner for such delay in Completion (the "Delay Liquidated Damages"). Payment of any Delay Liquidated Damages shall not affect or prejudice in any way or manner Owner's right to terminate the Contract nor shall any termination of Contract prejudicially affect the Owner right to recover any accrued Delay Liquidated Damages or release the Contractor from any obligation for payment thereof.

9.3 **Extension of Time for Completion**

The Contractor may apply for an extension of the time for completion if he is or will be delayed before the time for completion by any of the following causes:

a) A Change Order (unless an adjustment to the time for completion is agreed under clause no. 14 of these General Conditions of Contract);

b) A Force Majeure event (as defined in sub-clause 20.1 of these General Conditions of Contract)

c) A cause of delay giving an entitlement to extension of time under a sub-clause of this clause no. 9.3, unless the Contractor has not complied with such sub-clause; or

d) Any delay, impediment or prevention by the Owner or Owner's failure to fulfil any of its obligations set forth in the Contract.

As per the requirement of sub-clause 3.15.1 (or such other period as may be agreed by the Owner), the Contractor shall submit an application with full supporting details together with any other notice required by the Contract and relevant to such cause. Except that, if the Contractor cannot submit all relevant details within such period because the cause of delay continued for a period exceeding 5 (five) Days, the Contractor shall submit interim details at intervals of not more than 5 (five) Days (from the first Day of such delay) and full and final supporting details in support of his application within 7 (seven) Days of the date of ceasure of such delay.

The Owner shall proceed to agree or determine either prospectively or retrospectively such extension of the time for completion as may be due. The Owner shall notify the Contractor accordingly. When determining each extension of time, the Owner shall review his previous determinations and may revise the total extension of time. The decision of Owner in this regard shall be binding to the Contractor.

9.4 **Rate of Progress**

If, at any time, the Contractor's actual progress falls behind the Schedule in any manner or it becomes apparent that it will so fall behind, the Contractor shall submit to the Owner a revised programme taking into account the prevailing circumstances. The Contractor shall, at the same time, notify the Owner of the steps being taken to expedite progress, so as to achieve completion within the time for completion stipulated under the Contract, including in particular the Schedule and the Guaranteed Completion Dates. The Contractor may also be asked to modify the plan, as a result of the changed circumstances due to delay, in order to complete the Work in time.

If any steps taken by the Contractor in meeting his obligations under this sub clause no. 9.4 cause the Owner to incur any additional costs, such costs shall be recoverable from the Contractor by the Owner, and may be deducted by the Owner from any monies due, or that may become due, to the Contractor under the Contract or otherwise.

9.5 **Suspension of Supply of Goods/ Work**

The Owner reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the work will be issued by the Owner to the Contractor in writing. The time for completion of the work will be extended for a period equal to duration of the suspension and no financial compensation will be paid for the above suspension. No idle labour payments will be made on any account.

The Owner however shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor or any agencies outside the control of the Owner.

9.6 **Not Used**

9.7 **Resumption of Supply of Goods/ Work**

After receipt of permission or of an instruction to proceed, the Contractor shall, after notice to the Owner, and together with the Owner examine the Works and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Materials, which has occurred during the suspension. The Work or supply of Goods after resumption shall be started by the Contractor within 7 (seven) Days of receipt of permission or an instruction to proceed.

10 TESTS BEFORE TAKE OVER

10.1 Commissioning Activity

After carrying out all the initial tests, checks and adjustments and the system has attained stable operation, Contractor shall carryout Commissioning which shall be on a continuous and uninterrupted operation of the equipment/system as specified in the Technical Specification for a period of at least 3 days to the satisfaction of the Owner and necessary certificates are issued by all the concerned/Nodal agencies appointed by the appropriate authority/Government (Central/State).

10.2 Operation Acceptance Test (OAT)

Operation Acceptance Test shall be carried out as indicated in Technical Specification Volume – II, Schedule -VI.

10.3 Revenue during Tests

Any output of electricity during Tests and all proceeds from the sale thereof shall be the property of the Owner and Owner shall be entitled to receive and retain for its own use all revenues generated or earned during the Commissioning and stabilisation of operation and during the PG Test, whether or not Owner has assumed the occupancy or possession of the Plant.

10.4 Performance Test Report

10.4.1 On completion of Performance Test the Contractor shall deliver to Owner a report ("Performance Test Report") setting forth the results thereof calculated in accordance with agreed Test code, procedures, criteria as set forth in the Technical Specification. The Owner shall inform Contractor after the receipt of the Report stating whether:

a) the Performance Test was, performed in accordance with the procedures and protocol set forth in this Contract

b) the Performance Guarantees are satisfied; and

c) The Performance Test Report is correct and complete.

10.5 **Rejection**

In case the result of Operational Performance Tests, after all the remedial measures and modifications have been carried out by Contractor, are below the levels set forth in the Technical Specification, the Contractor shall at his risk and Cost take all remedial and rectification measures to bring the Solar Plant performance to the Guaranteed performance level failing which the Owner shall have the right in its sole discretion to reject the Solar Plant or to first attempt to rectify the Solar Plant at the risk and cost of the Contractor so as to get the Guaranteed performance and on determining that such attempt is unsuccessful to reject the Solar Plant. Upon rejection of the Solar Plant on account of the failure to meet the Guaranteed performance, the Contractor shall notwithstanding anything to the contrary in the Contract, at its Cost and expense forthwith replace or remedy the Solar Plant so that it attains the Guaranteed Performance or at Owner's option shall pay to Owner all money paid by the Owner with interest and other Costs and also dismantle and dispose the rejected Solar Plant and clear the Site at his Cost and if he fails in this, the Owner will dismantle and dispose the rejected Solar Plant and clear the Site at Contractor's Cost and risk and recover all money paid(with interest) to the Contractor and expenses incurred in dismantling, disposing off the Solar Plant and clearing the Site from the Contractor.

10.6 **Issuance of Final Acceptance Certificate**

10.6.1 Issuance of Final Acceptance Certificate shall occur if and only if

a) A Performance Test Report prepared and accepted by Owner is in accordance with the Contract

b) All Permits required to operate and maintain the Plant have been obtained

c) Contractor has completed all the Work including completion of the Punch List items in accordance with the Contract,

d) All Sub-contractors have been paid the dues by the Contractor and no due certificates received from such Sub-contractor.

e) All statutory or legal liabilities on account of the work performed under the contract have been duly calculated and paid by the Contractor.

f) Contractor has paid the Owner an amount equivalent to the loss of revenue due to shortfall in energy generation.

g) All as-built Drawings

h) Detailed Engineering document with detailed specification, schematic drawing, circuit drawing and test results, manuals for all deliverable items. Operation Maintenance & Safety Instruction Manual and other information about the project

i) The Plant has been handed over to the Contractor to carry out the Operation and Maintenance for a period of 3 years.

11 LIQUIDATED DAMAGES

11.1 Liquidated Damages for Delay in commissioning and COD with GEDA/ WRLDC/ appropriate authority.

11.1.1 In case the EPC Contractor fails to achieve successful commissioning/COD of 500 MW (AC) Plant with GEDA/WRLDC/appropriate authority nominated by Govt. on or before the Guaranteed Completion Date, Contractor shall pay Liquidated Damages to Owner for such delay which elapses after the Guaranteed Completion Date until commissioning/COD of 500 MW (AC) Plant. For calculation of Liquidated Damages, date of issue of LoI shall be the reference date.

11.1.2 The Liquidated Damages payable by Contractor to the Owner for delay in achieving commissioning/COD by the Guaranteed Completion Date is as follows:

a. Amount of Rs. 11,000/MW/day (plus applicable GST) shall be deducted as penalty calculated on per day basis and proportionate to the capacity not commissioned as COD with GEDA/WRLDC/appropriate authority nominated by Govt.

b. Maximum applicable Liquidated Damages: The upper ceiling for total liquidated damages for delay shall be maximum 5% of the EPC Contract Price.

11.1.3 Notwithstanding the foregoing, no Liquidated Damages for Delay shall be payable for period of delay in achieving commissioning of 500 MW (AC) Plant beyond Guaranteed Completion Date to the extent such delay is solely on account of Force Majeure Event and Contractor has been granted an extension of time pursuant to clause no. 20 hereof.

11.1.4 The said right of the GIPCL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Contractor.

11.2 **The Liquidated Damages for Failure to meet Performance Guarantees:**

The Performance Guarantee payable by the Contractor to the Owner which will be calculated as set forth in the Technical Specification Volume – II, Schedule VI.

11.3 Liquidated Damages for Underperformance:

At the time of the Operational Acceptance Test, any shortfall in the Performance Ratio (PR) as determined through the Test Procedure detailed in the Technical Specification Volume- II Schedule – VI will attract imposition of Liquidated Damages after one (1) unsuccessful chance. For any shortfall in PR below 0.75 by the Bidder for the second (2) time, a penalty of 1% of the EPC Contract Price (Plus applicable GST) shall be levied. In case the first the Test is unsuccessful then penalty shall not be charged but the Contractor has to make the necessary corrections to conduct the test again within the stipulated maximum 30 days, so as to demonstrate the PR equal to or more than 0.75. In the second (2) time, a penalty at the rate specified above shall be levied on the Contractor. The penalty shall be deducted from the pending payment and Performance Bank Guarantee. However, if Contractor feels that NEETG may not be achieved and want to carry out further correction, the same will be allowed for the one more time i.e. Third (3) time but PG Test and O&M period shall start from such later date as mentioned in Point no. A (xiv) in NIT; Table A. In case the Contractor is successful in 3rd attempt then 1% of the EPC Contract Price deducted after unsuccessful 2nd attempt shall be returned. However, if the Contractor fails in the 3rd attempt as well then the penalty deducted at the time of 2nd unsuccessful attempt shall not be returned.

11.4 **Liquidated Damages Being Reasonable**

11.4.1 The Parties acknowledge that

a) Damages for Contractor's failure to meet any Guaranteed Completion Date and Contractor's failure to achieve the successful commissioning of 500 MW Plant are difficult to determine and that the Liquidated Damages set forth in the Contract including clause no. 11 of these General Conditions of Contract are appropriate measures of the damages for such delays or such shortfalls in performance and are neither penalty nor consequential damages sustained by Owner as a result of such delays and / or shortfalls. Payment of all Liquidated Damages pursuant to this clause no. 11 shall be subject to the limitation on liability in respect thereof set forth in clause no. 19.2 of these General Conditions of Contract.

b) Contractor waives any defence to non-performance of its obligation to pay Liquidated Damages pursuant to the Contract including this clause no. 11 on the ground of alleged invalidity or unenforceability of provisions relating to payment of Liquidated Damages based on any theory or law or otherwise.

c) The amount of Liquidated Damages specified herein represent the projected commercial losses of the Owner, are fair and reasonable, are not penalties and reflect the Parties' assessment and estimate of such financial losses and damages of the Owner.

11.4.2 In view of the foregoing, the Contractor accepts and agrees to such Liquidated Damages as liquidated damages and shall not dispute such Liquidated Damages in any proceedings under the Contract.

11.5 **Delay in supply of Mandatory Spares**

Liquidated damages for delay in supply of spares, beyond the dates stipulated in the Contract shall be levied at half percent (0.5 %) of the Ex-Works price (plus applicable GST) of undelivered spares, per week or part thereof of delay subject to a maximum of 5% of the total ex-works price of Mandatory Spares included in the scope of work of the Contractor.

12 WARRANTIES

12.1 **Contractor Warranties**

Contractor warrants to Owner with respect to the Performance of Work that (i) all equipment and materials supplied will be new, free from lien and free from defective workmanship and (ii) the design and engineering of the Solar Plant shall be free from deficiencies. If Owner notifies Contractor in Writing with adequate detail of any defects with respect to (i) above or deficiencies with respect to (ii) above in the PV Solar Plant discovered during the applicable Warranty Period therefor, Contractor shall (a) re-perform any of the work hereunder to correct any errors, omissions, defects or deficiencies in the Solar Plant, and (b) in the case of any defective equipment or materials, at Contractor's option either repair or replace at its Cost.

12.2 **Warranty Period**

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

The mechanical structures, electrical works and overall workmanship of the Solar Power Plant must be warranted for a minimum of 2(two) years from the date of commencement of the O&M.

Power Conditioning Unit (PCU)/Inverter shall be warranted for the period of minimum 5 (five) years from the date of commencement of the O&M.

Transformers shall be warranted for the period of minimum 5 (five) years from the date of commencement of the O&M.

12.2.2 During the period of Warranty, the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of his own manufacture or that of his sub-Contractors under the conditions provided for by the contract under and arising solely from faulty design, materials or workmanship, provided such defective parts are not repairable at site. After replacement the defective parts shall be returned to the Contractors works at the expense of the Contractor unless otherwise arranged.

12.2.3 If any defects not remedied within a reasonable time, the GIPCL may proceed to do work at the Contractor's risk and cost, but without prejudice to other rights, which the GIPCL may have against the Contractor in respect of such defects.

12.2.4 During the operation & maintenance and guarantee period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of substandard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to GIPCL within a reasonable time as may be considered from the date of receipt of such intimation from GIPCL failing which GIPCL shall take up rectification work at the risk and cost of the Contractor.

12.2.5 At the end of Guarantee period, the Contractor's liability shall cease. In respect of goods not covered above, GIPCL shall be entitled to the benefit of such Guarantee given to the Contractor by the original Contractor or manufacturer of such goods

12.3 **Survival of Warranties**

Warrantees under the contract shall survive any termination of the Contract in respect of any part of the work for which Owner has paid Contractor.

13 CONTRACT PRICE AND PAYMENT

13.1 The Contract Price

13.1.1 The Contract Price for the entire scope of Work and supplies shall be fixed, on lump sum basis and will remain firm throughout the Contract Period. However, in case of delay in execution, the Liquidated Damages pursuant to Clause 11 will be recovered from the Contractor.

(i) Contract Price for the Supply Contract shall include the Ex-Works price of supplies, maintenance tools and tackles and shall be inclusive of, inter alia, transportation, packing and forwarding and all taxes duties and other statutory levies and the like payable in respect thereof.

(ii) Contract Price for the Services Contract shall be inclusive of loading, supplies, receiving at Site of all Goods, unloading, storage, preservation, Insurance, Take Over, erection, testing, installation, Commissioning, and satisfactory completion of the Tests and all taxes, duties and other statutory levies and the like payable in respect thereof

(iii) The total price is the sum of all the prices of aforementioned Contracts and this total price shall be in respect of supplies, work forming part of Works, and all other obligations including Warranties, Performance Guarantees, Insurance covered subject to other terms and conditions in the Contract

13.1.2 The Contract describes Contractor's obligation in respect of design, engineering, manufacture, supply, construction, erection, testing, installation, Commissioning, Operation & Maintenance (3 years) and Tests before Take-Over, but shall not relieve or derogate Contractor from obligation to take all measures necessary to deliver the Solar Plant to Owner in accordance with the Performance Guarantees and to do and deliver and perform all such other and further Work and supplies as are necessary for completion of Solar Plant in all respects or incidental thereto and for the Solar Plant to meet the Performance Guarantees within the lump sum total price described in sub clause 13.1.1 above.

13.1.3 The Contract Price is not subject to any escalation and variation in price except as otherwise provided, it being a fixed price Contract.

13.1.4 The Contractor shall pay all taxes, duties and levies in consequence of his obligations under the Contract, and the Contract Price shall not be adjusted for such Costs, taxes, duties and levies.

13.2 **Contract Performance Security or Contract Performance Bank Guarantee**

13.2.1 Contractor shall furnish to Owner within 30 (Thirty) Days from the date of issue of Letter of Intent (LOI) by the Owner, a Contract Performance Bank Guarantee (the "Performance Security") as a Performance Security for due and faithful performance of its obligations under Contract, issued by Indian Nationalised/Scheduled Banks for an amount equivalent to 10% (Ten percent) of the total EPC Contract Price. The Performance Security shall be kept valid up to 31 (Thirty one) Months or till the date of successful completion of PG Test whichever is later plus claim period of twelve Months.

13.2.2 In case Contractor fails to fulfil its obligations under Contract, the proceeds of Performance Security may be appropriated by Owner as part compensation for any loss resulting from Contractor's failure to perform and fulfil the various obligations concerning supply of Goods and Work under Contract without prejudice to any of the rights or remedies to which the Owner may be entitled under the Contract or otherwise in law.

13.2.3 Contractor shall extend the validity of the Performance Security for further 3 months beyond the due date of successful completion of PG test, if it is required, due to reasons attributable to Contractor, at its own cost well in time and in any case at least 60 (sixty) days before the expiry of the period of validity thereof.

13.2.4 The Performance Security shall be discharged by Owner within 30 (thirty) days of the date of completion of all of Contractor's obligations under the Contract.

13.2.5 However, in case Contractor fails to submit PBG within one month after issue of date of LoI, GIPCL reserves the right to cancel LoI and to recover all cost and liability thereof from Bidder. The period for Performance Guarantee Test shall begin from the date mentioned in NIT of this Tender and shall continue till next one (1) year. SD/PBG shall be returned only after successful Performance Guarantee Test/ Final Acceptance Test.

13.2.6 **O&M Bank Guarantee:** The Contractor shall undertake comprehensive Operation and Maintenance (O&M) activities for a period of three (3) years from the date mentioned in NIT of this Tender. The Contractor shall submit the O&M Bank Guarantee as mentioned in the NIT, to GIPCL within 30 days from the date of start of O&M period as specified in the NIT of this Tender in favour of Gujarat Industries Power Company Limited, Vadodara. The format of the O&M Bank Guarantee is given in Section – 6 List of Appendices- Appendix- A3: Format of Bank Guarantee for Performance for O&M.

a. Due to an extended nature of the O&M Bank Guarantee, the Contractor is allowed to provide O&M Bank Guarantees of not less than one (1) year and renew the same each year. However, the Contractor shall renew the O&M Bank Guarantee at least two (2) months before the expiry of the validity failing which GIPCL will be at liberty to encash the same. In case the O&M Bank Guarantee is encashed due to any penalty then the Contractor has to replenish within 20 days the O&M Bank Guarantee for the remaining period.

b. Any lapse in the timely renewal of the O&M Bank Guarantee shall entitle GIPCL to encash it without assigning any further reason thereof.

c. The O&M Bank Guarantee should be valid up to 90 days beyond the due date of completion of O&M year. For subsequent O&M years, the Bank Guarantee should be extended/renewed in such a manner that the same remains valid up to 90 days beyond the date of completion of each subsequent O&M year.

13.3 **Terms of Payment**

13.3.1 The terms of payment shall be as detailed in Volume – I Section 5 -Special Conditions of Contract (SCC).

13.3.2 Advance Payment

Initial advance in respect thereof in accordance with the provisions set forth in the Contract in this behalf will be paid on fulfilment of all of the following:

a) Letter of Intent and its acceptance by Contractor

b) Submission of an unconditional Performance Security as per clause no. 13.2 of the General Conditions of Contract;

c) Submission of a detailed Network Schedule/PERT network indicating detailed milestones based on the Work schedule and its approval by the Owner.

d) Detailed break-up of Ex-Works price of equipment components / systems;

e) Detailed activity wise price break-up for all Services including erection, commissioning, installation, testing etc and

f) Documentation and Bank Guarantee for advance payment shall be as follows:

Documentation and Bank Guarantee for Advance Payment shall include:

a) Invoice for amount of advance in original and five (5) copies.

b) Bank Guarantee equivalent to the advance payment with 1 (one) copy of original Bank Guarantee valid up to 16 months initially and if required further extended till successful completion of all punch points, submission of O&M documents and handing over of Plant to O&M complete in all respect, issued by Indian Nationalised Banks/ or other banks as per the list given in Section -6, Appendix-15.

13.3.3 Schedule of Payments

Based on the terms of payment agreed, Work and supply schedule prepared in line with detailed network schedule, payment of Contract Price shall be subject to limits of Milestone Payment Schedule and the following in respect thereof.

a) The Milestone Payment Schedule may be modified by Owner if progress is not as scheduled.

b) Later of (i) accomplishment of a milestone and (ii) the date fixed for accomplishment of such a milestone as set out in the Milestone Payment Schedule.

c) Submission of documentation / data to Owner for approval.

13.4 **Application for Interim Payment Certificates and Claim for Payments**

The Contractor shall submit a statement, "the Interim Payment Certificate", in six copies to the Owner after the end of each month before the tenth day of the next month, in a form approved by the Owner, showing the amounts to which the Contractor considers himself to be entitled, together with supporting Documents which shall include the detailed report on the progress during the month in accordance with clause no. 3.15 above. The statement shall include the following items, as applicable, which shall be expressed in the currencies in which the Contract Price is payable, in the sequence listed:

a) The estimated Contract value of the design and construction Documents produced and the Works executed up to the end of the month (including variations but excluding items described in sub-paragraphs (d) to (g) below);

b) Certification from Owner that the applicable Work or supply of Goods has been performed and that the quality of Goods or Work described in the Interim Payment Certificate is in line with Contract;

c) If there is any pending or threatened dispute, regarding Goods or Work covered by such request or payment as a result of which Contractor intends to withhold payment from such Sub-Contractor, a report detailing such dispute and circumstances thereof;

d) Any amounts to be added and deducted for Change in Law or variation in tax as per clause 3.18 above.

e) Any other additions or deductions which may have become due in accordance with the Contract (including those under clause no. 22 of these General Conditions of Contract), other than those under clause no. 11 above; and

f) The deduction of the amounts certified in all previous Interim Payment Certificates.

g) Any other information that the Owner may reasonably request.

Contractor shall raise its consolidated invoices / bills only once a month.

13.5 **Mode of Payment**

Subject to any deduction which the Owner may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Contractor shall be entitled to payment as follows:

a) All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LoI/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.

b) The Contractor shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by A/c payee cheque / RTGS/ NEFT from date of submission of clear invoices.

c) In case Contractor fails to submit the invoice with all the required documents to process the payment, GIPCL reserves the right to hold the payment of the Contractor against such bills till documents clear in all respects is submitted.

d) The Contractor shall essentially utilize all the funds released by GIPCL for the contracted Project(s) only and the said funds shall not be diverted for any other purpose. If it is observed that at any stage Project activities are getting delayed due to delay in payment to suppliers, subcontractors etc., then in such case, GIPCL shall reserves the right to ask Contractor to open ESCROW account and all the payments made by GIPCL shall be deposited in the ESCROW account to ensure timely payment to various agencies associated with the Project. The detailed modus operandi shall be decided by GIPCL.

13.5.1 Pursuant to this clause no. 13, if the commercial banks are closed due to a public holiday, period as above shall be extended to the first business day after the end of the period concerned. In addition, unless the parties otherwise agree, Owner shall not be obligated to pay, in respect of any request for payment, any amount in excess of amount anticipated to be paid for Work or supply of Goods completed in such date, as set forth in the mentioned payment schedule. If any request for payment does not comply in all Material respects with this clause no. 13, Owner shall inform Contractor about the same within 15 days following the receipt of such request for payment, and Contractor shall re-submit such request for payment. If less than the full amount is paid, Owner shall state in writing the reasons for paying such lesser sum. Any dispute shall be dealt with under clause no. 22 below and shall not be a basis for withholding payment of any undisputed amount. Any dispute regarding Owner's payment of a lesser sum than that set forth in a request for payment must be raised by Contractor within 30 days of receipt of such payment, or Contractor's right to dispute such payment is waived. During the pendency of any such Dispute and the resolution thereof, Contractor shall continue to perform the Work in accordance with the provisions set forth herein.

13.6 **Not Used**

13.7 **Deductions from Contractor's Bills/Payments Withheld**

13.7.1 All costs, damages or expenses, which the Owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within 15 (fifteen) Days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may the deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the Owner of such claims.

13.7.2 Owner shall have the right to withhold from any payment due to Contractor, including the final payment, such amounts as Owner reasonably deems necessary or appropriate to protect it because of any one or more of the following reasons:

a) Defects in any Work, which might affect Owner's ability to operate Solar Plant as contemplated herein, whether or not payment has been made therefor;

b) The filing of any vendor / tradesman's lien or similar encumbrance in respect of the Work or the Plant (or any portion thereof);

c) A dispute as to the accuracy or completeness of any request for payment received by Owner pursuant to this clause no. 13 within 90 Days of receipt thereof or payment made there under;

d) Contractor's failure to deliver any Performance Securities to Owner as contemplated by clause no. 13.2.

e) Any requirement in accordance with Applicable Laws to withhold any Taxes payable by Contractor in respect of the Goods/Work or any part thereof;

f) Contractor's failure to make payments to Sub-contractors or Workers for Work or supply of Goods or to any statutory & Regulatory authority including amounts withheld by Contractor because of disputes between Contractor and such Persons.

g) Any legal cases, litigations pending against the Contractor or against the Owner but relating to the Works or Contractor's obligations under the Contract.

h) Any breach of warranties contained in the Contract.

In addition to the provisions of this clause no. 13.7 which relates to the recovery by the Owner of any amounts that the Owner may have paid, for which the Contractor is liable under the Contract, the Owner shall also be entitled to recover all the dues in terms of the Contract including Liquidated Damages for delay, Liquidated Damages for the shortfall in the guaranteed performance parameters, etc., by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities / guarantees under the Contract and / or otherwise.

13.7.4 Notwithstanding any dispute that Contractor may have, and regardless of the basis thereof or grounds therefor, Contractor agrees that it will, for so long as the Contract has not been terminated diligently prosecute the Work up to Take Over and Take-over of Solar Plant, all in accordance with the terms of the Contract.

13.7.5 Any payment due to Owner by the Contractor and remaining unpaid beyond the stipulated date shall be liable to interest payment at the rate of 1% (one percentage) point above the short term Prime Lending Rate of State Bank of India from the date of due to Owner to the date of receipt of dues from Contractor by Owner.

13.8 **Commencement of O&M and Contractor's Request for Final Payment**

13.8.1 On Commencement of the O&M (3 Years), Contractor shall submit to Owner, a final Request for Payment. Contractor shall, prior to or concurrently with that request,

a) Provide certification to Owner that every liability to Sub-Contractors, Workers and other Persons incurred by or for Contractor on account of the supply of Goods or performance of the Work has been duly paid, discharged or waived, together with releases and waivers of liens effective under Applicable Law and in form and substance satisfactory to Owner from all the foregoing (to the extent such releases and waivers have not already been delivered to Owner);

b) Provide Certificate to Owner that all statutory and regulatory liabilities have been settled with regard to supply or Work in respect of the Contractor and Sub-Contractor and there are no claims or demands pending from such authorities. The Contractor further undertakes that in the event of unpaid liability or unsettled claim, the Contractor shall pay the same.

c) Furnish to Owner a sworn statement setting forth in reasonable detail each liability to Sub-contractors and other Persons which are disputed by Contractor and which Contractor knows or has reason to believe may thereafter be disputed on account of the performance of the Work;

d) Furnish to Owner the documents required by Sub-clause 3.2.2 including and not limited to as follows:

1. All as- Built Drawings.
2. Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project.
3. Bill of material; and
4. Inventory of spares at projects Site.
5. Copies of all warranties/guarantees.

e) Contractor shall complete all the punch points to the satisfaction of the Owner.

Any final request for payment which does not satisfy all of the conditions set forth above does not constitute a valid and proper final request for payment and Owner shall not have any obligation to make any payment there under.

13.8.2 All payments made during the Contract including the Final payments shall be on account payments only till release of the Contract Performance Guarantee, which shall be construed to be the Final Payment. The Final Payment will be made on completion of all the Works and of fulfilment of all obligations under the Contract by the Contractor.

13.8.3 The Final payments to the Contractor on successful completion of performance and Guarantee Tests shall be subject to the Contractor having cleared all his dues to the Owner under the Contract as also all of his Sub-Contractor/Sub-vendors and having paid all the statutory liabilities.

13.8.4 All payments to be made by the Owner under the Contract shall be subject to compliance by the Contractor of all statutory requirements as may be applicable.

13.9 **Punch List Items**

Contractor shall perform all Work required or appropriate for all Punch List Items within a Schedule to be mutually determined by Contractor and Owner after commissioning of the 500 MW Solar Plant. Such Schedule shall provide for completion of all Punch List Items as soon as practicable following determination of the completion schedule, but no later than the date mutually agreed. Upon completion of the Punch List Items, Contractor may submit to Owner a request for verification of Punch list items. After successful verification to the satisfaction of the Owner, Contractor shall request for Final release of Payment.

13.10 **Effect of Payment**

13.10.1 No payment and no partial or entire use or occupancy of Solar Plant by Owner shall:

a) Be deemed a representation that Owner has inspected the Solar Plant;

b) Constitute or be deemed an acceptance, in whole or in part, of any portion of the Work or the Solar Plant; or

c) Operate to release Contractor from any obligations or Liabilities under the Contract.

13.11 **Release**

The acceptance by Contractor of payment pursuant to clause no.13.8 above shall, to the fullest extent permitted by law, operate as a release by Contractor to Owner of all liability of Contractor and any Sub-contractor or any other Person who supplied the Goods or performed Work or cause the Goods to be supplied or Work to be performed, directly or indirectly, on behalf of Contractor and from any further payment for all things done or furnished in connection with the Work, except for and to the extent of (i) amounts withheld under clause no. 13.7 above or (ii) any unresolved payment disputes between Contractor and Owner which have not been resolved prior to receipt of the Final Payment.

14 CHANGE ORDERS

A Change Order shall be issued by the Owner in accordance with this clause 14, when Owner or Contractor proposes to make any change in the Services, the Contract Price, the Performance Guarantees and/or the Schedule.

14.1 Further Detailing not a Change Order

Contractor's performance of Services shall be subject to further detailing from time to time and Contractor shall receive no additional compensation for such detailing to the extent that such detailing does not constitute a Change Order.

Notwithstanding GCC, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

14.2 Right to Change Order

14.2.1 Change Orders may be initiated by the Owner at any time during the Contract Period, either by instruction or by a request (the "Change Order Notice") to the Contractor to submit a proposal. If the Owner requests the Contractor to submit a proposal and subsequently elects not to proceed with the change, the Contractor shall not be reimbursed for the Cost incurred for proposal.

14.2.2 The Contractor shall not make any alteration and/or modification of the Services unless and until the Owner instructs or approves a Change Order in Writing.

14.2.3 Change Orders may be requested by the Contractor (the "Change Order Request") (i) in case its performance of Services is affected by any Change in Laws or any act or omission of the Owner, or Owner's Other contractors, or (ii) to propose any change which in the Contractor's opinion will reduce the cost of constructing, maintaining or operating or otherwise be of benefit to the Owner.

14.3 Change Order Procedure

14.3.1 If the Owner issues a Change Order Notice, the Contractor shall submit a proposal addressing the following, within fifteen (15) Days or any other period as mutually agreed:

a) a description of the proposed design and/or work to be performed, and a programme for its execution together with supporting details and calculations;

b) the Contractor's proposal for any necessary modifications to the Schedule;

c) the Contractor's proposal for any adjustment to the Contract Price, Guaranteed Completion Dates, Performance Guarantees and/or modifications to the Contract.

14.3.2 If the Contractor issues a Change Order Request, the Contractor shall submit a proposal addressing the following:

a) the reasons for the request with supporting details / documents;

b) a description of the design and/or work affected or proposed to be performed, together with programme for execution and other supporting details / calculations;

c) the Contractor's proposal for any necessary modifications to the Schedule;

d) the Contractor's proposal for any adjustment to the Contract Price, Guaranteed Completion Dates, Performance Guarantees and/or modifications to the Contract.

14.3.3 The Owner shall respond with approval, rejection or comments within a period to be mutually agreed after receipt of such proposals.

14.3.4 If the Owner instructs or approves in Writing a Change Order, he shall proceed with adjustments to the Contract Price, Schedule of Payments, Performance Guarantees and/or Guaranteed Time for Completion.

14.3.5 Contractor shall not suspend performance of this Contract during review and negotiation of any Change Order, except as may be directed by Owner or required by Applicable Law.

Payment in respect of the approved Change Orders shall be released by the Owner to the Contractor on satisfactory completion of such Change Order and its certification by the Owner in the same manner as applicable to corresponding milestone payments under the Contract.

15 TERMINATION BY THE OWNER

15.1 Termination for Convenience

The Owner shall be entitled to terminate the Contract at the Owner's convenience, at any time by giving thirty (30) Days prior notice to the Contractor. Such notice of termination shall specify that termination is for Owner's convenience and the date upon which such termination becomes effective. Upon receipt of such notice, the Contractor shall proceed as follows:

(i) cease all further work, except for such work as may be necessary and instructed by the Owner for the purpose of making safe or protecting those parts of the Services already executed, and any work required for leaving the Site in a clean and safe condition;

(ii) stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;

(iii) handover all Documents, equipment and materials relating to the Solar Plant prepared by the Contractor or procured from other sources up to the date of termination for which the Contractor has received payment equivalent to the value thereof;

(iv) handover those parts of the Plant executed by the Contractor up to the date of termination; and

(v) remove all Contractor's Equipment, which is on Site and repatriate all his staff and labour from the Site.

15.2 **Termination for Default by Contractor**

15.2.1 Notice to Correct

If the Contractor fails to carry out any of his obligations, or if the Contractor does not execute the Services in accordance to the Contract, the Owner may give notice to the Contractor requiring him to make good such failure. The Contractor shall remedy the same or take reasonable action to remedy the same within fifteen (15) Days from date of such notice.

If the Contractor:

a) fails to comply with a notice under sub-clause 15.2.1, or

b) abandons or repudiates the Contract, or

c) without reasonable excuse fails to commence or proceed with the Services in accordance with the Contract, or

d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any Applicable Law) has a similar effect to any of these acts or events, or

e) assigns the Contract without the required consent of Owner, or

f) fails to comply with Applicable Laws and/or Applicable Permits, or

g) is in material breach of the Contract,

then, without prejudice to any other right or remedy Owner may have under the Contract after having given thirty (30) Days' written notice to the Contractor, terminate the Contractor's employment under the Contract, should Contractor fail to rectify within such notice period or commence to rectify the defaults within fifteen (15) Days of receipt of such notice from Owner; provided always that in the case of paragraph (d) above, the termination shall become effective on Owner issuing the notice of termination.

Without prejudice to the foregoing, if the amount of Liquidated Damages for Delay for which the Contractor would otherwise become liable under clause 11.1 exceeds the cap referred to in clause 19.2.1 (i), then the Owner shall at any time thereafter be entitled (but not obliged) by notice forthwith to terminate the employment of the Contractor.

Upon termination, Owner shall automatically without the necessity of any further action by the Contractor stand subrogated to the interests of Contractor in or under any Sub-contracts. Owner shall succeed Contractor in all Sub-contracts and the Owner shall compensate the Sub-contractors under such Sub-contracts the compensation becoming due and payable under their agreements with the Contractor from and after the date Owner decides to succeed to the interests of the Contractor. The Contractor shall simultaneously deliver all Documents relating to the Plant prepared by the Contractor or procured from other sources up to the date of termination to the Owner. Upon termination, if requested by Owner, Contractor shall withdraw from the Site and shall remove as directed by Owner any debris or waste materials (including any hazardous substances) generated by Contractor in performance of the Services.

Owner may take possession of any and all materials, documents, purchase orders, correspondence and schedules that Owner deems necessary to complete the Plant. The Owner is also free to take possession of and use Contractor's Equipment at Site free of any cost. The rights and authorities conferred on the Owner and the Owner by the Contract shall not be affected by such termination.

The Contractor shall not be released from any of his obligations or liabilities accrued under the Contract. For the avoidance of doubt, the termination of the Contract in accordance with this clause shall neither relieve the Contractor of his accrued obligations for Warranty or his accrued liability to pay Liquidated Damages for Delay and/or Performance nor shall entitle him to reduce the value of Contract Performance Security.

15.2.2 The Owner may upon such termination complete the Plant himself and/or by employing any other contractor. The Owner or such other contractor may use for such completion such of the Documents made by or on behalf of the Contractor, Contractor's Equipment, Temporary Works, plant and materials as he or they may think proper. Upon completion of the Services or at such earlier date as the Owner thinks appropriate, the Owner shall give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall remove or arrange removal of the same from such place without delay and at his cost.

15.2.3 Upon termination, if Owner is of the opinion that he is not able to complete the Plant himself or with the help of other Contractors, then he may reject the incomplete Works. In such an event the Owner shall recover all money paid by the Owner to the Contractor for the incomplete /rejected Plant. The Contractor shall also dismantle and dispose off the rejected/incomplete Works and also clear the Site at his cost. If he fails to do so, the Owner will dismantle and dispose off the rejected incomplete Plant and clear the Site at Contractor's Cost and risk and recover all expenses incurred in this regard from the Contractor.

15.3 **Payment after Termination**

15.3.1 After termination under clause no. 15.2 above, the Contractor shall not be entitled to any further payment under the Contract, except that, if Owner completes the Plant and the costs of completion are less than the Contract Price, the Owner shall pay Contractor an amount properly allocable to Services fully performed by Contractor prior to termination for which payment was not made to Contractor or a Sub-contractor, upon completion of the Plant by owner.

15.3.2 The Owner shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works. In addition, Owner shall be entitled to exercise any rights or remedies available to Owner hereunder or at law or in equity.

15.4 **Bribes**

If the Contractor, or any of his Sub-Contractors, agents or servants gives or offers to give or promises to give to any Person any bribe, gift, gratuity or commission as an inducement or reward:

a) For doing or forbearing to do any action in relation to the Contract, or

b) For showing favour or disfavour to any Person in relation to the Contract

then the Owner may, after having given 15 (fifteen) Days' Notice to the Contractor, terminate the Contractor's employment under this Contract and also expel him from the Site. The effects of termination contained in clause 15.2 above shall apply mutatis mutandis to the termination under this clause. In addition, he will also be subjected to any criminal liability, which it may incur, and payment of loss or damage to the Owner resulting from any cancellations.

16 TERMINATION BY THE CONTRACTOR

16.1 **Contractor's Entitlement to Suspend Work or supply of Goods**

16.1.1 If the Owner fails to certify a payment or pay the Contractor the amount due and fails to explain why the Contractor is not entitled to such amount, within 60 (sixty) Days after the expiry of the time stated in clause no. 13 above within which payment is to be made, except for any deduction that the Owner is entitled to make under the Contract, the Contractor may suspend Work or supply of Goods or reduce the rate of Work after giving not less than 30 (thirty) Days' prior Notice to the Owner. Such action shall not prejudice the Contractor's entitlements to payment under clause no. 13 above and to terminate under clause no. 16.2 below.

16.1.2 If the Contractor suspends Work or supply of Goods or reduces the rate of Work, and the Owner subsequently pays the amount due, the Contractor's entitlement under clause no. 16.2 below shall lapse in respect of such delayed payment, unless Notice of termination has already been given, and Notice period of 30 (thirty) Days has expired and the Contractor shall resume Work.

16.2 **Termination**

If the Owner:

a) Fails to pay the Contractor the amount due within 60 (sixty) Days after the expiry of the time stated in clause no. 13 above within which payment is to be made (except for any deduction that the Owner is entitled to make under the Contract or any disputed amount), or

b) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events.

16.3 **Notice of Right to Cure**

16.3.1 Notwithstanding anything to the contrary in this Contract, Contractor shall not be entitled to terminate this Contract unless:

a) Contractor gives Written Notice to Owner and Financing parties which specifies the default and

b) Owner or Financing parties shall within 60 (Sixty) Days after such Notice fail to cure any such default, other than the default mentioned clause 16.2 (a) above in which case the termination shall become effective on Contractor issuing the notice for termination.

Cure by Financing parties may include:

a) Causing Owner to cure**;** or

b) Curing themselves

c) Seeking foreclosure of all or part of the Plant.

16.4 **Cessation of Work and Removal of Contractor's Equipment**

16.4.1 After termination under clause 16.2 above, the Contractor shall:

a) Cease all further Work, except for such Work as may be necessary and instructed by the Owner for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,

b) Handover all Design Documents, Construction Documents, Manuals, equipment, Materials and spares for which the Contractor has received payment,

c) Hand over those other parts of the Works executed by the Contractor up to the date of termination, and

d) Remove all Contractor's equipment, which is on the Site and repatriate all his staff and labour from the Site.

Any such termination shall be without prejudice to any other right of the Contractor under the Contract.

16.5 **Payment on Termination**

16.5.1 After termination under clause no. 15.1 above, the Owner shall return the initial Advance Bank Guarantee and Contract Performance Security, (except to the extent required for the surviving obligations of the Contractor) and shall pay the Contractor an amount calculated and certified in accordance with clause no. 20.6 and sub-contractor cancellation charges.

16.5.2 **Survival of Obligations**

Notwithstanding anything to the contrary contained herein, any termination of this Contract shall not relieve:

a) Either Party of its obligations with respect to confidentiality as set forth in this Contract,

b) Either Party of any obligations hereunder which expressly survives termination hereof, and

c) Either Party of its obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such First party prior to the effectiveness of such termination or arising out of such terminations and shall not relieve Contractor of its obligations and liabilities for portions of the Work already performed prior to the date of termination.

17 INDEMNIFICATION

17.1 General Indemnity

17.1.1 Contractor shall fully indemnify, save harmless and defend Owner, Owner's shareholders, the Owner, and the directors, agents and employees of the Owner (the "Owner Indemnified Parties") from and against any and all claims, including reasonable legal costs, (collectively the "Damages") by third parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the Plant or part thereof not yet taken over) which arises out of or in consequence of the Services whilst the Contractor has responsibility for the care of the works to the extent resulting from Contractor's or any Sub-Contractor's or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the Services hereunder; provided that the foregoing obligation shall not apply to the extent the Owner Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Owner Indemnified Parties.

17.1.2 Owner shall fully indemnify, save harmless and defend Contractor and its shareholders and the directors, agents and employees of the Contractor (the "Contractor Indemnified Parties"), from and against any and all claims, including reasonable legal costs, (collectively the "Damages") by third parties in respect of death or bodily injury or in respect to loss or damage to any property which arises out of or in consequence of the execution of the Project to the extent caused by Owner's or Owner's other contractor's strict liability, intentional act or omissions or negligence; provided that the foregoing obligation shall not apply to the extent the Contractor Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Contractor Indemnified Parties.

17.2 Specific Indemnification

17.2.1 Contractor shall fully indemnify, save harmless Owner Indemnified Parties from and against any claim, demand, liability, action, proceedings, cost or expense in favour of any third party with respect to:

a) Failure of Contractor, any Sub-Contractor or any of their respective Sub-Contractors to comply with Applicable Laws and Applicable Permits, and Good Engineering Practices.

b) Failure of Contractor to make payments of taxes relating to Contractor's, any Sub-Contractor's income or other taxes required to be paid by Contractor pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.

c) Any Hazardous Materials Contractor, any Sub-contractor, or any of their respective Sub-Contractors has at any time brought on and caused the release thereof on or from the Site or for which any of them is responsible by law or in the Contract.

17.2.2 Owner shall fully indemnify, save harmless and Contractor Indemnified Parties from and against Damages in favour of any third party with respect to:

a) Failure of Owner or any of its Other Contractors to comply with Applicable Laws and Applicable Permits.

b) Any Hazardous Materials of Owner or any of its Other Contractors (other than Contractor, and the Sub-Contractors) has brought on and caused the release thereof from the Project Site.

17.3 **Intellectual Property Indemnification**

In performing the Services, Contractor shall not incorporate into the Solar Plant, or use in connection with the Solar Plant or the performance of the work, any materials, methods, processes, systems or service that involve the use of any confidential information, intellectual property or proprietary rights that Contractor does not have the right to use or incorporate or which may result in claims or suits against Owner, Contractor or any Sub-contractor arising out of claims of infringement of any third party, domestic or foreign patent rights, copyrights, other proprietary rights, or intellectual property rights, licenses or agreements, or applications for any thereof, or rights of use of confidential information.

17.3.2 Contractor shall provide Owner with royalty free license for the sole purpose to operate and maintain the Solar Plant, if any.

17.3.3 Contractor shall fully indemnify and save harmless and defend the Owner Indemnified Parties from and against any and all Damages that the Owner Indemnified Parties may suffer, incur or pay by reason of any claims or suits arising out of claims of infringement of any patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to equipment, designs, techniques, processes and information designed or used by Contractor or any sub-Contractor in performing the Work or supply of Goods hereunder or under the Sub-Contracts in any way incorporated in or related to the Project other than any such equipment, designs, techniques, processes and information provided by the Owner Indemnified Parties.

17.3.4 If, in any suit or claim relating to the foregoing, a temporary restraining order or preliminary injection is granted, Contractor shall make every effort to secure the suspension of the injunction or restraining order. If, in any such suit or claim or any part, combination or process thereof, is finally held to constitute an infringement and its use is permanently enjoined, Contractor shall promptly make every reasonable effort to secure for Owner a license, at no Cost to Owner, authorising continued use of the infringing Goods or Work. If Contractor is unable to secure such license within a reasonable time, Contractor shall, at its own expense and without impairing performance requirements, either replace the affected Goods or Work, or part, combination or process thereof with non-infringing components or parts or modify the same so that they become non-infringing.

17.3.5 Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled.

17.4 **Notice and Legal Defence**

17.4.1 Promptly after receipt by a party of any claim or Notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnities provided may apply, such Party shall notify the other Party in Writing of such fact provided that the failure of a Party to give any such Notice promptly shall not excuse the indemnifying party from its indemnification obligations hereunder except to the extent any such failure actually prejudices the indemnifying Party in the defence of such matters.

17.4.2 The indemnifying Party shall assume on behalf of the indemnified Party and conduct with due diligence and in good faith the defence thereof with counsel reasonably satisfactory to the indemnified Party; provided that the indemnified Party shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided, further, that if the defendants in any such action include both the indemnifying Party and the indemnified Party and the indemnified Party shall have reasonably concluded that there may be legal defences available to it which are different from or additional to, or inconsistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to participate in the defence of such action on its own behalf at the indemnifying Party's expense.

17.4.3 The indemnified Party shall, at the request of the indemnifying Party, provide all reasonably available assistance in the defence or settlement of any such claim, action, proceeding or investigation, and all reasonable costs and expenses incurred by the indemnified Party in connection with the defence or settlement of any such claim, action, proceeding or investigation shall be reimbursed by the indemnifying Party promptly upon demand thereof. The indemnified Party shall not settle or compromise any claim, action or proceeding without the prior Written consent of the indemnifying Party such consent not to be unreasonably with held.

17.5 **Failure to Defend Action**

If any claim, action, proceeding or investigation arises as to which the indemnities provided may apply, and the indemnifying Party fails to assume the defence of such claim, action, proceeding or investigation, then the indemnified Party may at the indemnifying Party's expense contest or settle such claim.

17.6 **Survival: Expiration of Indemnity**

The provision of this Clause 17 shall survive Take Over or the termination of this Contract; provided that neither Party shall have any indemnity obligations pursuant to this Clause 17 for any claim arising out of or resulting from events or circumstances occurring after the termination of this Contract; and provided further that neither Party shall have any indemnity obligation pursuant to this Clause 17 unless notice of any such claim for indemnity by either Party is received by the indemnifying Party prior to the date that is three (3) years after the expiration of the Warranty Period.

18 CONTRACTOR'S CARE OF THE WORKS

18.1 The Contractor shall take full responsibility for the care of the Works from the date of issue of LoI till the end of the O & M period until the date of issue of the Certificate of Take Over.

18.2 The Contractor shall take responsibility for the care of any outstanding Work or obligations which is required to be completed/ fulfilled prior to the expiry of the Contract Period, until the Owner confirms in Writing that such outstanding Work or obligation has been completed/fulfilled.

18.3 If any loss or damage happens to the Solar Plant, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the Contract. The Contractor shall also be liable for any loss or damage to the Works caused by operations carried out by the Contractor till the date of issue of the Certificate of Take Over or until the expiry of the Contract Period in so far as such loss or damage is not covered under Insurance to be taken by the Owner for operation of Plant.

19 LIMITATION OF LIABILITY

19.1 **No consequential Damages, etc.**

Except for any specific liability which may be identified in the Contract, and which may be payable hereunder, Contractor shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterised) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Contractor’s negligence or wilful misconduct. In addition, Owner shall have no liability or any special, incidental, indirect or consequential Damages for any loss of business Contracts, revenues or other financial loss arising out of this Contract.

19.2 **Limitation of Liability**

19.2.1 Contractor's liability under the Contract shall be limited as below :

with respect to delay in achieving the Guaranteed Completion Dates, the Liquidated Damages for Delay shall be 5% (five percent) of the Contract Price (plus applicable GST) and delay in supply of Mandatory Spares the Liquidated Damages shall be 5% (five percent) of the ex-works Mandatory Spares price (plus applicable GST).

19.2.2 Payment of the Liquidated Damages shall not affect or prejudice in any way or manner Owner's right to terminate the Contract nor shall any termination of Contract prejudicially affect the Owner's right to recover any accrued Delay Liquidated Damages or release the Contractor from any obligation for payment thereof.

19.3 **Maximum Liability**

The Contractor's aggregate liability under or arising out of or in connection with this Contract, its performance or breach shall be limited to the Total Contract Price. This shall, however, exclude his liability for Liquidated Damages for Delay and Performance pursuant to Clause 19.2 and any and all third party liabilities or indemnities including Intellectual Property Indemnification pursuant to Clause 17 and other provisions of the Contract.

19.4 **Exclusive Remedies**

The Owner's and Contractor's remedies and liabilities that are identified in this Contract shall be the sole and exclusive remedies available to the Parties in respect of matters to which they are said to relate in this Contract irrespective of any rights and remedies which might be available at common law, in tort (including negligence), by statute or otherwise.

20 FORCE MAJEURE

20.1 **Definition of Force Majeure**

"In this Clause, "*Force Majeure"* shall mean an event or circumstance beyond the reasonable control of the Owner or the Contactor which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

a) Act of God;

b) An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage, epidemic and quarantines.

c) Contamination by radio-activity from any nuclear fuel, or form any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.

d) Riots (other than among Contractors employees), civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors.

e) Operation of the forces of nature including but not limited to such as earthquake (above 7.0 magnitude on Richter Scale), hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity, Floods,

f) Normal Rainy season and monsoon shall not be considered as Force Majeure condition

g) Any strike / lockouts at works or site of the Contractor or his sub-supplier/sub-contractor shall not be considered as force majeure condition

20.2 **Excused Performance**

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

a) The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable (within 7 days) after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;

b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure.

c) No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence.

d) The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party.

e) The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance;

f) When the affected Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party Written Notice to that effect and shall promptly resume performance hereunder.

g) If the performance in whole or part by the Vendor/Contractor or any obligations under the Contract is prevented or delayed by "Force Majeure" condition for the continued or aggregated period of exceeding 2 months, the Owner may at his option or discretion terminate the Contract in whole or part thereof by notice in writing.

h) The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to ensure men and materials utilized by it under the Contract well in advance.

20.3 **Limitations**

Anything in this Contract to the contrary notwithstanding.

a) Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected party (including in the case of Contractor or any Sub-contractor thereof) shall not constitute a Force Majeure Event; and

b) The affected Party shall not be relieved from obligations under this Contract to the extent that the negligence or wilful misconduct of the affected Party (or in the case of Contractor or any Sub-Contractor thereof) contributes to or aggravates the Force Majeure Event.

20.4 **Effect of Force Majeure Event**

Neither the Owner nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event, which arises after the Effective Date. Except as otherwise provided in a Change Order, an extension of time shall be granted to Contractor only to the extent Contractor proves to Owner;

a) The performance of the Work or supply of Goods is actually and necessarily delayed by an event of Force Majeure and

b) The effect of such event of Force Majeure could not have been prevented or avoided or removed despite exercise of reasonable due diligence whether before, after or during the event of Force Majeure.

20.5 **Not Used**

20.6 **Optional Termination, Payment and Release**

Irrespective of any extension of time, if a Force Majeure event occurs and its effect continues for a continuous period or cumulative of 60 (Sixty) Days, the Owner may give to the other a Notice of termination, which shall take effect 30 (thirty) Days after the giving of the Notice. If, at the end of the 30 (thirty) Day period, the effect of the Force Majeure continues, the Contract shall terminate. If the Contract is terminated under this clause no. 20.6 or clause no. 15.1 the Owner shall determine the work done and pay to the Contractor.

a) The amounts payable for any Work or supply of Goods carried out for which a Price is stated in the Contract;

b) The cost of Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: such Plant and Materials shall become the property of (and be at the risk of) the Owner against payment therefore by the Owner, and the Contractor shall place the same at the Owner's disposal promptly upon receipt of request in respect thereof from the Owner.

21 FINANCING

21.1 Contractor must submit a breakdown of their equipment and Services by country of origin.

21.2 The Contractor acknowledges that the Owner will seek financing from a variety of sources. The Contractor

a) Shall comply with the applicable sourcing rules and environmental requirements of the Financing Parties.

b) Acknowledges that the Financing Parties may comment on the Contract and the terms and conditions thereof and shall negotiate in good faith with Owner and / or the Financing Parties regarding changes requested by the Financing Parties.

c) Acknowledges that the Financing Parties will appoint a Lender's Independent Engineer to represent the Financing Parties in connection with the financing of the Works. The Lenders Independent Engineers duty will include monitoring, checking, inspecting/witnessing the carrying out of the Works and Witnessing the Tests before Take-over.

d) Acknowledges that the Plant and Materials of Works will have to be secured/hypothecated and secured with the lenders/financers and he shall co-operate with them and provide them all information required by them from time to time.

21.3 The Contractor shall seek performance solely from the Owner to satisfy the Owner's obligations under this Contract.

21.4 The Contractor agrees, upon Lenders' request, to enter into a Direct Agreement with the Lenders in the form reasonably required by the Lenders.

22 ARBITRATION

(i) All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be resolved through arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.

(ii) The place of arbitration shall be Vadodara or such other place as the Arbitrator, in his discretion, may determine. The language used in the arbitral proceedings shall be English.

(iii) Arbitration shall be conducted by a Sole Arbitrator. The arbitrator shall be jointly appointed by both the parties. If the Parties fail to mutually appoint the sole arbitrator within 30 days of a Party invoking arbitration, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

(iv) The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement, except for the enforcement of an arbitral award or setting aside of Arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

(v) Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the aforestated Act, continue to perform their obligations under this Agreement and no payments due from or payment by the Company shall be withheld on account of such proceedings except to the extent which may be in dispute.

(vi) The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award in accordance with the Arbitration and Conciliation Act, 1996.

23 ENFORCEMENT OF TERMS

23.1 The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract.

23.2 The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any right it may have hereunder.

24 REPRESENTATIONS & WARRANTIES

Each Party hereby represents and warrants to the other Party that:

24.1 Organization, Power and Authority

It is duly organized and validly existing under the laws of its jurisdiction of incorporation and is qualified to do business in India, and in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary, and has all requisite legal power and authority to carry on its business and to execute this Contract and to perform the terms, conditions and provisions hereof.

24.2 Authorization

The execution, delivery and performance by such Party of this Contract have been duly authorized by all requisite corporate action.

24.3 Enforceability

This Contract constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with the terms hereof.

24.4 No Conflict

Neither the execution nor delivery nor performance by such Party of this Contract, nor the consummation of the transactions contemplated hereby, will result in a violation of, or a conflict with, any provision of the organizational documents of such Party; a contravention or breach of, or a default under, any term or provision of any indenture, contract, agreement or instrument to which such Party is a party or by which such Party or its property may be bound, or a violation by such Party of any Law.

24.5 No Violation of Law

It is not in violation of any Law, which violations, individually or in the aggregate, could reasonably be expected to have an adverse effect on it or its performance of any obligations hereunder.

24.6 **Litigation**

There is no action, suit or proceeding now pending or (to its best knowledge) threatened against it (or any Subcontractor, in the case of the Contractor) before any court or administrative body or arbitral tribunal that could reasonably be expected to adversely affect the ability of such Party (or any Subcontractor, in the case of the Contractor) to perform its obligations hereunder (or under any Subcontract) other than those notified to the Project Company in writing by the Contractor.

24.7 **Contractor's Representations and Warranties**

The Contractor represents and warrants that:

24.7.1 It has or will be the holder of all Permits required to allow it to operate or conduct its business as contemplated hereby;

24.7.2 It has thoroughly examined this Contract, and all applicable Laws and has become familiar with their terms;

24.7.3 It has, and its Subcontractors have, full experience and proper qualifications to manufacture Equipment and perform the Work and to construct the Plant under the Contract.

24.7.4 It has ascertained the nature and location of all Work to be performed at the Site, the character and accessibility of the Site and its surrounding areas, availability of lay-down areas for Equipment and tools, the existence of obstacles to construction (including any reasonably identifiable underground obstacles, if any, referred to in this Contract), the availability of facilities and utilities, the location and character of existing or adjacent work or structures, the conditions of roads, waterways and railroads in the vicinity of the Site and in the relevant State in India, including the conditions affecting shipping and transportation (such as the limitations of bridges and tunnels), access, disposal, handling and storage of materials, the surface conditions and other general and local conditions, including labour, safety, weather, environmental conditions, geological conditions, if any, noted in this Contract, water supply, water quality, waste water capacity of existing municipal systems and all other matters that might affect its performance of the Work or its costs or the construction of the Plant.

24.7.5 All services provided and procedures followed by the Contractor hereunder to engineer, design, procure, construct, commission, and test all the Equipment and other items in the Plant shall be done in a workmanlike manner and in accordance with:

a) Engineering Standards and the Design Specifications;

b) All applicable requirements of all applicable Laws;

c) All requirements of this Contract; and

d) All instructions of Vendors and manufacturers of Equipment, including instructions relating to storage, erection and testing;

24.7.6 It is familiar with all necessary facilities for delivering, handling and storing all Equipment and other parts of the Work

24.7.7 It is familiar with all labour conditions and agreements relating to the performance of the Work;

24.7.8 It will design the Equipment and Works so that the useful life thereof may reasonably be expected to 25 years;

24.7.9 The Contractor has no reason to believe that any Contractor Permits will not be readily obtainable by the Contractor in the ordinary course of business upon due application therefore:

24.7.10 It has satisfied itself as to the means of communication with and access to and through the Site and accommodations it may require and the precautions and times and methods of working necessary to prevent any Contractor Person from creating any nuisance or interference, whether public or private, which might give rise to any law and order problems within or outside the Site.

25 MISCELLANEOUS

25.1 Non-Waiver

Neither Party shall be deemed to have waived any right under this Contract unless such Party shall have delivered to the other Party a written waiver signed by such waiving Party. No failure or successive failure by either Party to enforce any covenant or agreement, and no waiver or successive waivers by either party of any condition of this Contract, shall operate as a discharge of such covenant, agreement or condition, or render the same invalid, or impair such Party's right to enforce the same in the event of any subsequent breach thereof by the other Party.

25.2 Severability

If any of the terms, covenants or conditions hereof or the application of any such term, covenant or condition shall be held invalid or unenforceable as to either Party or as to any circumstance by any court or arbitrator having jurisdiction, the remainder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and effect and shall continue to be valid and enforceable in any other jurisdiction. In such event, the Parties shall negotiate in good faith to substitute a term, covenant or condition in this Contract to replace the one held invalid or unenforceable by a mutually agreed amendment to this Contract with a view toward achieving a valid and enforceable legal and economic effect as similar as is then reasonably possible to that originally provided for in this Contract.

25.3 Survival of Provisions

In order that the Parties may fully exercise their rights and perform their obligations hereunder arising from the performance of the Work, such provisions of this Contract that are required to insure such exercise or performance shall survive the termination of this Contract for any cause whatsoever.

25.4 **Entire Agreement**

This Contract constitutes the entire agreement and contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties, and supersedes, to the extent permitted by Indian law, all prior written or oral agreements, commitments, representations, communications and understandings between the Parties.

25.5 **Amendment**

No amendment, waiver or consent relating to this Contract shall be effective unless it is in writing and signed by the Parties.

25.6 **Successors and Assigns**

All of the terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Contract is for the sole benefit of the Parties, and to the extent provided herein, the Indemnitees, and is not for the benefit of any other Person.

25.7 **Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute one and the same contract.

25.8 **No Benefit to Third Parties**

For the avoidance of doubt, this Contract is not intended to confer any legally enforceable rights on any Person other than the Parties, their successors in title and their permitted assignees, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

ANNEXURE 1

RESPONSIBILITY FOR PERMITS, CLEARANCES AND LICENSES

The following clearances shall be arranged by Contractor. All documentations/applications shall be in the name of GIPCL.

Sr.No	Item	Details
1	Water Requirement during construction	Contractor
2	Power Requirement during construction	Contractor
3	Permission from the local authorities like BSF, LMA, Police Permission for execution of the work.	Contractor
4	SPCB Clearance	Application by GIPCL. Inputs for application & processing to be facilitated by Contractor
5	MNRE Clearance	Contractor
6	Chief Electrical Inspector Clearance	Contractor
7	Tree Cutting Permission	Contractor

SECTION – 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over that of GCC.

1.0. Time for Completion

The guaranteed time schedule for successful commissioning of facilities for 500 MW (AC) Solar PV Plant is within 16 (Sixteen) months from the date of issue of LoI by Owner.

2.0. CONTRACT PRICE VARIATION

There could be a variation in the number of PV module Trackers (and associated equipment) to be erected by the BOS Bidder owing to the change in the Nominal Wattage of PV modules finally offered to the BOS Bidder by GIPCL.

The bidder shall design the solar plant as per the PV Module details specified in Technical Specification Volume – II Schedule -VI Table -2 and Tracker details Volume – II, Schedule – III, Section A.2.

The quoted price shall be based on 540 Wp of Modules for 500 MW (AC)/625 MWp for Tracker Design finalized by the bidder.

The final award price shall be used for contract price adjustment on account of variation of Trackers. The Contractor shall, however, supply and erect/construct as per the quantities finalized during/after detailed engineering/execution of works and shall be paid accordingly.

Contract price variation shall be adjusted as per the formula below:

Award Price for 500 MW based on 540 Wp = P

Reference Wp/m^2 Considered for 540 Wp module (tender) = 209.41

Contract Price Variation for each unit increment in Wp / m^2

$\Delta P\% = (-)0.27\% \times (Wp / m^2_new - 209.41)$

Where,

Wp/m^2_new is the Wp/m^2 of Offered Module by GIPCL to BOS Bidder.

Final Price after Correction = $(1+\Delta P\%) \times P$

All values for calculation purpose would be rounded off to 2nd Decimal Place only.

Example:

Contract Price including all taxes and duties (P) = INR 1000 Cr (Say)

GIPCL offered Weighted Average Nominal Wattage = 570 Wp with module dimensions as 2284x1137 (say).

Wp / m² for offered module i.e., $Wp/m^2_new = 219.49$

Difference of Wp / m^2 = 219.49 - 209.41 i.e., (+)10.08

Correction on awarded price (ΔP%) = (-)0.27% x (+)10.08 i.e., (-)2.72%

Final Contract Price Post Correction = (1 - 2.72%) x 1000 Cr. = 972.8 Cr.

Note – The maximum Wp for Module in the tender would be limited to 570Wp modules only.

The percentage change in the total contract price shall be limited to **+/- 10%** during the execution of contract for change in quantities/ scope variation at the quoted rates. If the total variation in the contract price exceeds the limit of **+/- 10%** of the contract value, the rates of goods/services requiring revision shall be mutually decided by the Owner and the Contractor. All consumables, wastages and damages shall be to the account of Contractor.

The payment for miscellaneous items and civil works shall be regularized only after completion of works and joint verification by site in-charge and contractor.

3.0. SOLAR PV MODULES – Performance Determination

I. The procurement of Solar PV modules **is NOT in the Scope of the BoS Bidder**.

Any shortfall in generation during OAT and during O&M Period resulting from the non-performance of the PV Modules (Defective Modules*) shall be intimated by the BoS Bidder to the Owner at the earliest.

II. The determination of Defective Modules, for initial troubleshooting and preliminary assessment at site, shall be done jointly by the Owner/Owner's engineer and the BOS bidder. In such a scenario, the Defective Modules shall be replaced with the healthy ones from Mandatory Spares by the Bidder to reduce the downtime of the Solar PV Plant.

* Defective Module is one whose either Isc (Short Circuit Current) or Voc (Open Circuit Voltage) or their combination thereof is less than 10% of average of 5-7 healthy modules of identical rating. The selection of healthy modules shall be done by Owner (in consultation with the Module Manufacturer and as per the Approved Technical Documents) and bidder.

Module shall also be declared as defective, if its output power is derated more than it's deemed Wp capacity taking consideration of yearly degradation.

However, the responsibility for measuring the PV module performance output through the use of reputed make PV Analyzer etc, shall lie with the bidder.

4.0. DETIALS ON SOLAR PV MODULES

GIPCL will try to provide the exact PV Module characteristics including datasheet and other documents by 5 to 7 months after the award of LoI to BOS Bidder. There might be slight changes in the dimensions, weight and Isc as per the actual PV Module compared to the inputs provided by GIPCL in the Tender Document. BOS bidder to suitably design the BOS system to consider such minor changes.

5.0. Operation and Maintenance

5.1 The successful Bidder to provide Comprehensive Operation and Maintenance of complete Solar PV Plant along with all consumables and spare parts for a period of Three (3) years. The start of O&M period and first year operation shall be considered after successful completion of operational Acceptance Test or 60 days from date of Commissioning of entire plant whichever is earlier.

5.2 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of O&M period and taking over by the Owner and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 12 (Warranties). The price quoted to remain firm till the completion of the Contract and is not subject to any escalation of any kind whatsoever.

5.3 The Mandatory spares ordered by the Owner shall be kept at site with proper storage and record for use by Contractor during O&M period. Used items shall be replenished by Contractor time to time. All mandatory spares items shall be handed over to GIPCL after completion of O&M period.

5.4 The Contractor shall arrange Insurance coverage during the O&M period as detailed in Volume- II, Schedule -III, Section C-10.

6.0. Terms of Payment – Refer to Annexure – I of this section

7.0. Free Issue of PV Modules to the BOS Contractor

Owner shall issue the Solar PV Modules (as free issue) to the successful Bidder for the purpose of installation in the Solar Plant. The Solar PV Modules shall be handed over to the Bidder on "FOR-Site" basis. The Owner shall issue a separate Authorisation Letter to the Bidder to enable them to take physical delivery of the PV Modules. It shall be the responsibility of the Bidder for receipt, unloading at site, storage, installation, testing and commissioning of Solar PV Modules.

Accordingly, the successful Bidder will have to execute an Indemnity Bond in favour of the Owner in the form acceptable to Owner for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract.

7.1 **Storage of Free issue PV Modules**

Bidder shall be solely responsible for storage of PV Modules received at site from the time of unloading to installation of modules. This includes preserving of the modules.

When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover.

The PV modules (as free issue) shall be stored at site by the Contractor as per the recommendation of PV Module Manufacturer.

7.2 **Installation of Free issue PV Modules**

Bidder shall ensure to install all free issued PV modules as per mutually agreed PERT chart. In the event, Bidder fails to install the PV Modules as per the agreed schedule, GIPCL reserves the right to levy penalty (plus applicable GST) for the quantity not installed.

8.0. Performance Security during the O&M Period

The Contractor shall, at least thirty (30) days prior to the commissioning of full project capacity or part capacity, provide security for the due performance of the O&M Contract. For due performance of the O&M Contract, Contractor shall submit a Performance Bank Guarantee for five (05) percent of the EPC Contract price, with an initial validity up to Ninety (90) days beyond the end of the completion of the scheduled period of the Operation and Maintenance.

9.0. Insurance for the Equipment supplied by the Owner

Solar PV Modules being supplied by the Owner free of cost for installation by the Contractor, shall be kept insured by the Contractor against loss, damage, theft, pilferage, fire etc. from the point of unloading at Site up to the time of taking over by the Owner including handling, in plant transportation, storage, installation, testing and commissioning, etc. and the Contractor shall be fully responsible for making good of any loss or damage at his own cost within a reasonable time as mutually agreed upon by the Owner and the Contractor. Any

loss / damage shall be brought to the Owner's notice immediately. The premium paid by the Contractor to the Insurance Company for such insurance shall be reimbursed by the Owner to the Contractor at actuals against documentary proof to be furnished by the Contractor.

The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from the Owner before taking the insurance. The insurable value of the Solar PV Modules being procured by the Owner will be intimated to the Contractor for the purpose of insurance.

It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the Insurance Company in case of any damage, loss, theft, pilferage, fire, etc. and the Owner shall be kept informed about it. The losses, if any, will have to be borne by the Contractor, if the claims are not lodged and pursued properly or in the time or if the same are not settled by the Insurance.

10.0. Comprehensive AMC:

The Contractor shall take Comprehensive Annual Maintenance Contract (AMC) from Original Equipment Manufacturer (OEM) or OEM authorized service provider for a period of 10 years for the following components:

- PCU System / Inverter: Replacement of spares like inductors, capacitors, electronic cards as per OEM recommendations
- SCADA
- Tracker System

AMC shall commence from the date of commissioning.

Separate Contract shall be awarded by the Owner to OEM/authorized service provider at the price quoted by the Bidder in price schedule. Bidder shall get a confirmation from the OEM/authorized service provider for execution of the contract awarded at quoted price.

Bidder shall submit Bank Guarantee for the AMC period as detailed in Technical Specification Volume- II, Schedule-III, Section C-10.

11.0. Right of Interpretation:

The work shall be performed under the supervision of the Project Manager. The scope of the duties of the Project Manager pursuant to the Contract, will include but not be limited to the following:

(a) Interpretation of all the terms and conditions of these Tender documents and specifications shall be with GIPCL and binding to the Contractor.

(b) Review and interpretation of all the Contractor's drawing, engineering data, etc. and decision of GIPCL in this regard shall be binding to the Contractor.

12.0 Statutory Requirements

12.1 All construction, operation and maintenance procedures shall be carried out through appropriate relevant standards, regulations/Guidelines laid by CEA/WRLDC/NLDC/POSOCO/GERC/GUVNL/GETCO/PGVCL/GEDA/GIPCL/CEIG/MNRE or any other authorized agency as and when applicable. Further, this shall comply with the applicable labour laws. The Bidder shall make himself aware of such requirements and shall not solely depend on the Company to avail full information.

12.2 All statutory approvals, equipment, item and works which are not specifically mentioned in this document but are required for completion of work including construction, commissioning, operation & maintenance of Solar Photovoltaic Power Plant in every respect and for safe and efficient construction & erection, operation and maintenance are included in the scope of this bid. All the statutory charges shall be borne by the Owner. However, all Liaison and documentation work shall be in the scope of Contractor.

12.3 Bidder shall also refer to the relevant clauses mentioned in the Technical Specification Volume – II.

Annexure – I

TERMS AND PROCEDURES OF PAYMENT

Owner shall pay the Contractor in the following manner and on the basis of the Price Break down given in the Price Schedules. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.

TERMS OF PAYMENT

(A) For Supply

Sr.	Payment Milestones	Amount
1	Advance Payment on: (i) Acceptance of LoI (ii) Submission of Advance Bank Guarantee of equivalent amount (iii) Submission of Performance Bank Guarantee (validity of minimum 31 months) -10% of the total EPC Contract Price (iv) Submission of detailed Project execution schedule.	15% of Supply Price excluding taxes & duties
2	Despatch of equipment for BoS on pro-rata basis as per mutually agreed schedule on sequential basis only to the Project Site.	55% of Supply Price
3	Receipt of equipment at site on pro-rata basis and physical verification and certification by the Project Manager/Owner's Representative for the equipment received and stored at site	10% of Supply Price
4	On Completion of installation of equipment for each block of 20 MW (AC).	10% of Supply Price
5	Upon achieving Commissioning / COD of the Plant	7.5% of Supply Price
6	Upon Successful Performance of Operational Acceptance Test (OAT) and completion of Punch points.	2.5% of Supply Price

Note:

1. "Supply Price" is equal to the price of Supply of all equipment portion under "EPC Supply-Contract Price" (including taxes of Price Schedule) quoted by the Contractor in its Financial Proposal.
2. 20 MW (AC) Block capacity is indicative; Completion of One block means Completion of Erection & Installation of Complete DC Circuit and AC Circuit up to main Control Room HT panel.
3. If the Block size is different than 20 MW (AC), payment will be considered on pro rota basis for relevant Block size.

(B) Payment towards Installation Services

Sr.	Milestone for Works	Amount
1	Mobilization Advance Payment: Against mobilization at site and submission of BG of equivalent amount	10 % of Contract Value of Services (Excluding taxes & duties)
2	Services component of contract price shall be paid on pro-rata basis on completion of installation of equipment on certification by the Project Manager/Owner's Consultant for the quantum of work completed on Monthly basis.	80 % of Contract Value of Services
3	Upon Successful Commissioning of the entire Project.	7.5% of Contract Value of Services
4	Upon Successful Performance of Operational Acceptance Test (OAT) and completion of Punch points.	2.5 % of Contract Value of Services

Note: "Installation Services, Testing and Commissioning Services Price" is equal to the price of Services (all the erection, testing and commissioning works) portion of "EPC Contract Price" (including taxes) quoted by the Contractor in its Financial Proposal.

(C) Civil Works

Sr.	Milestone for Works	Amount
1	Mobilization Advance Payment: Against mobilization at site and submission of BG of equivalent amount.	10 % of Contract Value of Civil Works (Excluding taxes & duties)
2	Civil Works component of contract price shall be paid on pro-rata basis on completion of civil works based on certification by the Project Manager/Owner's Consultant for the quantum of work completed.	80 % of Contract Value of Civil Works
3	Upon Successful Commissioning of the entire Project.	7.5% of Contract Value of Civil Works
4	Upon Successful Performance of Operational Acceptance Test (OAT) and completion of Punch points.	2.5 % of Contract Value of Civil Works

Note: "Civil Works Price " is equal to the price of all the related Civil Works portion of "EPC Contract Price" (including taxes) quoted by the Contractor in its Financial Proposal.

(D) <u>Terms of payment for Operation and Maintenance (O&M)</u>

Sr.	Milestone for Works	Amount
1	On Successful Operation and Maintenance of the Solar PV Power Plant on monthly basis for each year till 3 years.	Year 1: OM-1 Year 2: OM-2 Year 3: OM-3

(E) PAYMENT TOWARDS MANDATORY SPARES:

The Owner shall pay the Contractor in the following manner for supply of Mandatory spares and at the following time for achieving the respective milestones. The payment terms for supply & delivery of Mandatory Spares at project site shall be as given below,

Sr.	Payment Milestone	Amount
1.	Despatch of Mandatory Spares at Site on Pro-rata basis w.r.t approved Billing Break up by Owner and against proof of despatch	80% of Mandatory Spares Price
2.	Receipt of equipment at site on pro-rata basis and physical verification and certification by the Project Manager/Owner's Representative for the equipment received and stored at site	20% of Mandatory Spares Price

(F) Payment towards Annual Maintenance Contract

Sr.	Milestone for Works	Amount
1	Payment for AMC shall be released on pro-rata basis based on the certification of work by Owner.	On Quarterly Basis

(G) Bidder to note the following at the time of price bid submission:

(i) **Towards Installation and Civil Works.**

(a) Bidders are advised to ensure that Installation Price Component of the bid price (excluding Civil works price) should not be less than 10% and should not be more than 20% of the Supply Price.

(b) Bidders are advised to ensure that Civil Works Price Component of the bid price (excluding Installation price) should not be less than 10% and should not be more than 20% of the Supply Price.

For (a) and (b)

In case the Price indicated is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the Supply price component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on Commissioning of the Plant and its certification by the Project Manager.

In case the Price indicated is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on Installation Services/Civil Works, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Commissioning of Plant and its certification by the Project Manager.

(ii) **Towards O&M Charges**

Bidders shall quote their O&M charges as minimum 1.5% per year of EPC Contract Price i.e. 4.5 % for three (03) years of their Total quoted price (excluding O&M Charges) and GST. In case O&M Charges are below the minimum percentage of 4.5 % as mentioned, the amount by which it is lower shall be retained from the Supply Contract price while releasing payments and no interest payable on the retained amount. The retained amount shall be paid on upon completion of O&M Period and its certification by the Owner.