



SECTION IV:
SPECIAL TERMS OF CONTRACT (STC)

SELECTION OF EPC CONTRACTOR FOR SURVEY, DESIGN, ENGINEERING, SUPPLY, PROCUREMENT, INSTALLATION, ERECTION, CONSTRUCTION & COMMISSIONING OF GRID-CONNECTED 12 MW (AC) SOLAR PV POWER PLANT FOR CAPTIVE CONSUMPTION INCLUDING LAND ON LEASE FOR 27 YEARS AND COMPREHENSIVE OPERATION & MAINTENANCE FOR 10 YEARS AT ANY LOCATION IN THE STATE OF GUJARAT

e-TENDER ID- 215408

1. **GENERAL**

1.1 The Special Terms of CONTRACT shall be read in conjunction with the General Terms of CONTRACT, specification of work, drawings and any other document forming part of this CONTRACT, wherever the context so requires.

1.2 Where any portion of the GTC is repugnant to or at variance with any provisions of STC, the provision(s) of later, unless a different intention appears, shall be deemed to override the provision(s) of GTC. This shall be only to the extent that such repugnancy of variations in the STC as are not possible of being reconciled with the provisions of GTC.

2. **OWNER'S REPRESENTATIVE**

2.1 The OWNER's REPRESENTATIVE for this CONTRACT shall be communicated at the time of award of CONTRACT.

3. **Not Applicable**

4. **MOBILIZATION PERIOD:**

4.1 CONTRACTOR shall mobilize resources and commence execution of work either at site or remotely for the selection of land within 2 weeks from the date of kick off meeting as per the terms & conditions of tender documents.

5. **DEFECT LIABILITY PERIOD – 10 Years**

5.1 The detailed provisions relating to Defect Liability are covered under Clause No. 18 of Section III (General Terms and Conditions) of the Tender Documents.

6. **SECURITY-CUM-PERFORMANCE BANK GUARANTEE (SDPG):**

6.1 The CONTRACTOR shall furnish the following Security Deposit cum Performance Guarantee:

6.2 Security Deposit cum Performance Guarantee (SDPG) as per the format given in Annexure -B: The contractor shall furnish within 10 days of Lol/ work order, Security Deposit cum Performance Guarantee (SDPG) equivalent to 10 % of the total contract value (EPC Cost + O&M Cost) in form of Bank Guarantee as per format approved by OWNER.

6.3 The validity period of Bank Guarantee shall be for a total period up to twenty-seven (27) months from the date of Lol or till the date of successful completion of PG test whichever is later.

6.4 The SDPG shall be liable to be forfeited wholly or partly at the sole discretion of the GGL, 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 GGL. In case of premature termination of the contract, the SDPG will be forfeited and the GGL will be at liberty to recover the loss suffered by it from the contractor.

6.5 No interest is payable on SDPG amount or any other type of BG or deposit provided to GGL in the respect of this project.

6.6 In the event of full SDPG being forfeited, the GGL at its discretion and without prejudice to its any other rights can terminate the contract.

(Besides above contractor shall be required to enter into the contract agreement on Gujarat stamp paper, worth Rs. 300.00 (to be brought by the contractor) on receiving the order.)

- 6.7 **O&M Bank Guarantee:** The Bidder will submit a bank guarantee after 12 (twelve) months of commissioning i.e. at the start of maintenance period before the expiry of 12 months of guarantee period. The amount of bank guarantee of O&M tenure equals to 10% of EPC Cost (Supply Cost + Work Cost) up to maintenance period of 10 years. The validity of the Bank Guarantee shall be for 5 (five) years, renewable (prior to thirty (30) days of its expiry) for another 5 (five) years, up to the end of the Contract Period, with an additional 90 (ninety) days beyond the Contract Period and a claim period of 180 (one hundred eighty) days.

The format of the O&M Bank Guarantee is given in Annexure C: Format of Bank Guarantee for Performance for O&M.

- 6.8 **Bank Guarantee against PV Module Warranty:** The Successful Bidder who is not able to provide insurance for PV modules as specified in the Tender Clause No. 18.16 of section III shall submit a Bank Guarantee of Rs. 25 Lakh per MWp of PV modules (i.e. DC capacity), which shall be valid for a period of twenty-five (25) years and 90 days and a claim period of 180 (one hundred eighty) days. The minimum validity of the Bank guarantee shall be five (5) years and shall be renewed subsequently every five (5) years prior to thirty (30) days of its expiry. In case the PV module fails to provide power output as per its performance warranty, and if the Contractor fails to rectify, replace or repair the PV module, then the Owner shall carry out the necessary rectification, repair or replacement at its own discretion at the risk and cost of the Contractor. The cost of such rectification, repair or replacement shall be encashed from the Bank Guarantee against PV Module Warranty. The same shall be replenished by the Contractor within thirty (30) day, failing which the entire Bank Guarantee amount shall be encashed and all pending payment shall be withheld by the Owner till such amount is replenished by the Contractor. In another instance, if the Contractor becomes bankrupt or insolvent, then the Owner shall immediately encash the entire amount of the Bank Guarantee against PV Module Warranty.

- 6.9 **Bank Guarantee for shortfall at the time of PG Test:** In case the Contractor fails to achieve the NEEGG at the PG test then the Contractor shall, within a period of thirty (30) days, provide a Bank Guarantee of the amount equal to "Rs 80.02x No. of shortfall units" valid for a period of 9 (nine) years and 90 days and a claim period of 180 (one hundred eighty) days. In case the Contractor achieves the NEEGG in the 10th year then the Bank Guarantee shall be returned to the Contractor at the end of 10th year of O&M Period. However, if the Contractor fails to achieve the NEEGG during the 10th year then Rs. 80.02/ kWh shall be charged for the shortfall that has occurred in the 10th year with a maximum amount limited to the Bank Guarantee value. For example, during the PG Test, if the Contractor has a shortfall of 100 kWh, then the Contractor shall submit a Bank Guarantee of Rs. 8,002/- valid for 9 (nine) years. Further, at the end of 10th year, if the shortfall is 100 kWh, then maximum penalty of Rs. 8,002 shall be encashed from this Bank Guarantee. However, if the shortfall is of 80 kWh, then Rs. 6,401 (i.e. Rs. 80.02 x 80 kWh) shall be encashed from the Bank Guarantee and the remaining amount of the Bank Guarantee shall be released to the Contractor. It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 10th year of O&M Period shall be charged as per Clause No 8.4 of section II of Tender Document, which shall be over and above the provision of this current Clause.

- 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 Five (5) year and renew the same in 5 years. However, the Contractor shall renew the O&M Bank Guarantee at least two (2) months before the expiry of the validity failing which GGL 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 GGL to encash it without assigning any further reason thereof.
- c. The O&M Bank Guarantee should be valid up to 45 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 45 days beyond the date of completion of each subsequent O&M year.

- 6.10 **Land lease Bank Guarantee:** The successful bidder shall furnish a Bank Guarantee towards the land lease Security Deposit:
 Security Deposit in form of Bank Guarantee (Payable in Favor of Gujarat Gas Limited, Gandhinagar) of an amount of Rs. 10000 per Acre per year (Rupees Ten thousand only per Acre per year). Bank Guarantee shall be as per the format approved by the GGL from any nationalized Bank in favor of the "Gujarat Gas Limited" is to be submitted within 15 days of the execution of Agreement to Lease.
 The validity of the Bank Guarantee shall be for the entire Land Lease period of 27 (twenty-seven) years and shall be renewed (at least thirty (30) days prior to its expiry) for a further period of every 3 (three) years, up to the end of the land lease period, with an additional 90 (ninety) days beyond the Contract Period and a claim period of 180 (one hundred eighty) days. GGL reserves the right to forfeit the Performance Guarantee in case the Bidder / Authorized Representative / Applicant / Land Owner fails to honor the Sale / Lease Agreement at any time during the Lease period.
7. **PAYMENT STAGES AND INVOICING FREQUENCY:**
 The Payment Stages and Invoicing Frequency shall be as specified under Clause No. 9 of Section II (Scope of Work) of the Tender Documents.
8. **SERVICE LEVEL AGREEMENT AND PENALTIES: -**
- 8.1 The following critical parameter describes the system performance and service level expectations and requirements during the Implementation phase of contract. The service level includes target performance measures, unacceptable measures and the related penalties for not meeting required service levels.
- 8.2 The provisions relating to Penalties, including system performance parameters, service level requirements, and associated penalties, are covered under Clause No. 8 of Section II (Scope of Work) of the Tender Documents.
9. **FREE ISSUE MATERIAL: Not applicable**
10. **Objective of the Project**
- 10.1 The main objective of this project is "SITC of 12 MW (AC) Ground Mounted Grid Connected Solar Photovoltaic Power Plants with Land on Lease at Any Location in Gujarat with Comprehensive Maintenance Up To 10 Years".
11. **Compliance with GUVNL/GETCO/GEDA/CEIG Guidelines**
- 11.1 The Bidders and CONTRACTOR shall make themselves fully aware of and comply with the norms and guidelines provided by GUVNL/GETCO/GEDA/CEIG, if any, towards the Project.
- 11.2 The CONTRACTOR shall ensure that the Project shall comply with all the norms and guidelines of GUVNL/GETCO/GEDA/CEIG if any, and subsequent clarifications or amendments issued from time to time. The Contractor is required to refer the compliance documents of GUVNL/GETCO/GEDA/CEIG if any, for necessary compliances of GUVNL/GETCO/GEDA requirements.
- 11.3 In case of any conflict between the compliance of GUVNL/GETCO/GEDA/CEIG and this Tender or any aspect of the Project, the CONTRACTOR shall immediately notify OWNER for clarity.
12. **Training of OWNER's Personnel**
- 12.1 The Bidder shall provide training on Plant operations and maintenance to three (3) teams of 5-10 personnel each (Engineers and Technician/ Operators) of OWNER as and when requested by GGL.

13. Mode of Execution

13.1 All the work shall be executed on EPC basis in strict conformity with the provisions of the Contract documents, explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour throughout the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge. Any discrepancy/ambiguity found during erection and commissioning at site, decision of GGL will be final.

13.2 The entire work shall be executed on turnkey basis. Any minor item(s) not included in the schedule but required for completion of the work shall have to be carried out/ supplied without any extra cost. Such works, not listed in the schedule of works but elaborately described to perform or to facilitate particular operation(s) required for completion of the project shall be deemed to have been included in the scope of this work and the Contractor shall supply, install the same without any extra cost.

14. Programme of Work

14.1 The Contractor shall submit the programme of work within 15 days from the date of receipt of Letter of Intent. The programme shall include a Bar Chart indicating there in the starting position and completion date of each of the major items of work.

15. Completion Schedule

15.1 The time of completion and Commissioning of the Plant is 360 days from the date of issue of Letter of Intent. The maintenance contract shall be renewable for another 10 years on the same terms & conditions but at the price as mutually agreed as per the conditions prevailing at the times.

15.2 The Contractor shall inform GGL at least thirty (30) days advanced preliminary written notice and at least fifteen (15) days advanced final written notice of the date on which it intends to synchronize the Power Project to the Grid System.

15.3 The Contractor shall prepare the completion schedule accordingly and in conformity with provisions of technical specifications and carry out the work as per this schedule subject to "Force Majeure" conditions. The Contractor shall mobilize resources keeping in view, the above scheduled completion period.

15.4 The Contractor shall provide the power evacuation schedule as and when required or asked by any Central or State Government agency(s).

16. Deleted

17. Price Escalation

17.1 The rate(s) quoted against the work shall remain firm during the entire Contract period.

18. Taxes and Duties

18.1 The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.

18.2 Bidders shall quote the rates as well as all taxes and duties based on the concessional exemption that can be availed by the Bidder.

18.3 Statutory variations in the tax shall be permitted as under:

(A) Statutory variations during original contractual completion period:

- (i) If any increase takes place in taxes and duties are due to statutory variation, then GGL shall admit the same on production of documentary evidences.
- (ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GGL 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 GGL, the provisions of (A) (i) 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 GGL shall not admit the same; however, GGL 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 GGL shall admit the decreased rate of taxes and duties while making the payment.

18.4 Variation on account of exchange rate will not be payable. No statutory variation shall be payable by GGL on the input items. i.e. raw materials etc.

18.5 No statutory variation shall be admitted if the excise duty becomes payable because of exceeding of the prescribed limits for turnover of the Bidder.

19. Procurement of Materials

19.1 The Contractor shall procure all necessary material required for the project work and arrange to store them properly. Test certificate in accordance with the specifications are to be furnished by the Contractor to GGL for approval in respect of the materials procured by the Contractor.

20. Samples

20.1 Apart from adhering to special provision made in the specification regarding submission of samples, the Contractor shall within fifteen (15) days of its receipt of Letter of Intent, provide to GGL samples along with detailed literature of all materials it proposes to use irrespective of the fact that specific make/ material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at Site, detailed literature / test certificate of the same shall be provided instead. GGL shall check the samples and give his comments and/or approval to the same.

21. Notice of Operation

21.1 The Contractor shall not carry out important operation without the consent in writing of GGL or his representative. For carrying out such important activity, the Contractor shall intimate to GGL at least seventy-two (72) hours before starting of the job.

22. Rejection of Materials

22.1 GGL's decision in regard to the quality of the material and workmanship will be final. The Contractors at its own cost and risk without any compensation shall immediately remove any material rejected by the Project Manager or Engineer-in-Charge from the Site of work.

23. Power and Water Supply during Construction

- 23.1 The Contractor shall arrange for the Power Supply at the site for construction purpose at its own cost.
- 23.2 Cost of water shall be borne by the Contractor.
- 23.3 Cost of electricity required during construction shall be payable by the Contractor. For construction, temporary connection from Distribution Company shall be arranged by the Contractor as per applicable tariff.
- 23.4 GGL shall not provide facility for storage of material, and accommodation for labours at site. The Contractor shall make his own arrangement for the same.

24. Handing Over –Taking Over

- 24.1 12 MW (AC) project shall be taken over by GGL upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and Commissioned by the Contractor in accordance with provision of this Tender. During handing over complete Project work, the Contractor shall submit the following for considering final payment:
- a. All as- Built Drawings.
 - b. 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.
 - c. Bill of material; and
 - d. Inventory of spares at projects Site.
 - e. Copies of all warranties/guarantees.
- 24.2 Immediately after taking over of complete Plant, the same will be handed over to the Contractor for Operation & Maintenance for a period as mentioned in the Tender.
- 24.3 Handing over will be done only after Completion of Facilities and successful Operational Acceptance Test
- 24.4 Prior to the handing over, GGL shall conduct a plant audit by self or GGLs Consultant as per GGL discretion, and any defects identified during such audits or inspection shall be rectified by the Contractor at its own cost prior to the completion of the O&M period.

25. Termination on the death of Contractor

- 25.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer-in-Charge on behalf of GGL shall have the option of terminating the Contract without compensation to the contractor.

26. Retired Government servants taking to Contract

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.

27. Progress Report of Work

27.1 The CONTRACTOR shall submit a weekly progress report on execution of works conforming to bar/ PERT Chart and format provided by GGL. In case of any slippage(s) or delay in execution of work reasons for such delay along with details of hindrances will be submitted by the CONTRACTOR along with modified Bar/ PERT Chart mentioning the action plan being taken to keep the due date of completion of project unchanged. If required, the CONTRACTOR shall use additional manpower to keep the due date of completion of Project unchanged.

27.2 The authorized representative of the CONTRACTOR shall review the progress of the Project work every fortnight on a prefixed day at project site with GGL or its representative as per the network and record the minutes.

28. Tools and Tackles

28.1 The CONTRACTOR shall provide technically suitable tools and tackles for installation & erection of Plant and Machineries conforming to relevant BIS safety and technical standards for proper execution of work. The GGL, in no way, shall be responsible for supply of any tools and tackles for implementation of the work and also to carry out operation and maintenance activities.

29. Hazardous Material

29.1 Any hazardous material used during construction or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating/ working life, so that it may not affect the environment or any living being. The CONTRACTOR shall comply with the State Pollution Board regulation.

30. Manuals

30.1 The CONTRACTOR shall supply all necessary erection and commissioning manuals, O&M manuals, safety or Safety SOP's etc. as and when required. Six sets of test results, manuals etc. shall be submitted by the CONTRACTOR on completion of the work in hard and soft copies.

31. Degradation of Solar Modules

31.1 The CONTRACTOR should warrant for the output of each Solar Module(s) for at least 95% of its actual rated capacity at Standard Testing Condition after initial 10 years and 85% of its rated capacity after 25 years upon commissioning of the Plant.

31.2 The derating of module shall not exceed 1% in the first year and 0.4% per year from the second year to the twenty fifth year, thereby ensuring the minimum guaranteed power output at the end of 25 years in accordance with MNRE/IEC standards.

31.3 If Module(s) fail(s) to exhibit such power output, the CONTRACTOR will either:

a. Deliver additional PV Module(s) to replace the loss of power output with no change in area of land used.

<or>

b. Replace the existing PV Module(s) with no change in area of land used.

<or>

c. Compensate GGL with an amount equivalent to the loss of revenue from the date of audit to 25th years which shall be calculated based on Net Present Value of amount of loss of revenues from the date of audit to 25th years discounted at the rate of GGL's cost of capital.

32. **Miscellaneous**

- 32.1 The project manager appointed by EPC contractor shall not be replaced without the prior written approval of GGL.
- 32.2 Any project manager or member of the Contractor at Site shall be replaced within a period of forty-eight (48) hours of intimation by GGL without assigning any reason thereof.
- 32.3 The Contractor shall take care of all statutory, local clearance, approvals, etc.
- 32.4 The Contractor shall be responsible for claiming and retaining any subsidy and shall quote only final price and responsibility of Project registration/ applications etc. shall lie with the Bidder only. In no case, GGL is responsible for providing any additional amount other than the EPC Contract Price & O&M Contract Price.
- 32.5 The Contractor shall provide arrangement for water drainage, which shall be appropriately arranged for dispersion/ evacuation as per the local statutory norms without causing any local inconvenience or hindrance.
- 32.6 The design philosophy and related specifications mentioned in this Tender are to be treated as baseline specifications. The Contractor may further improve the design of the Plant through minor modifications and execute the same contingent on GGL's approval of the new design or specification.
- 32.7 Based on reviewing the Project, if the progress is below expectation as judged based on GGL discretion, then GGL shall reduce the Scope of the Contractor in part or full and assign the same to other contractor(s) at the risk and cost of the existing Contractor.
- 32.8 The Contractor shall continue to provide all the monitoring services, licenses, software, access to all information (real-time or stored) that were been used during the O&M Contract period by the Contractor to GGL at the time of hand over at no extra cost to GGL for the rest of the life of the Plant.
- 32.9 The Contractor shall construct a dedicated site office including tables, chairs, functional power outlets, light, fan air conditioner, etc. for at least eight (8) people to host GGL employees or authorized representatives at the time of construction of the Plant.
- 32.10 Provision for installing any additional monitoring equipment to facilitate on-line transfer of data shall be provided by the Contractor.

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