



SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/ are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (Clause No. 1)	<p>The Employer is:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Religare Building, District Centre Saket, New Delhi - 110 017</p> <p>Kind Attn.: General Manager (C & P) / Manager (C & P) Telephone Nos.: - 0091-(0)11-71989256/ 71989290 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in</p> <p>The Owner is:</p> <p>Banaras Hindu University, Varanasi – 221005 (U.P.)</p> <p>Kind Attn.: Registrar / SE (Electrical) EWSS Telephone Nos.: - 0091-(0)542-2307222/2368558/6701673 Fax No.: - 0091-(0)542-2369425/2368174 E-mail: - registrar@bhu.ac.in</p>
2.		<p>The Engineer-in-Charge/ Project Manager is:</p> <p>SE , EWSS BHU</p> <p>Banaras Hindu University, Varanasi – 221005 (U.P.)</p> <p>Kind Attn.: SE, EWSS BHU Telephone Nos.: - 0091-(0)542-2307222/2368558/6701673 Fax No.: - 0091-(0)542-2369425/2368174</p>
3.		<p>The Defect Liability Period is:</p> <p>12 (Twelve) Months from the date of operational acceptance of Work as certified by the Engineer-in-Charge which is indicated in the Operational Acceptance.</p>
4.		<p>Time for Completion is:</p> <p>06 (Six) Months from the date of issuance of NOA/ LOI/ LOA as detailed below in Table No. 4.1.</p> <p>Further Contractor is also to provide Operation & Maintenance Contract of Solar Photo Voltaic Plant for a period of 05 (Five) years from the date of Operational Acceptance of the Plant.</p>

Table No. 4.1

S. No.	Stage	Reference from D
1	Issue of NOA/ LOI/ LOA	Zero Date (D)
2	Site Visit, DPR	D + 0.5 Month
3	Detailed Engineering Design and Drawing Approvals	D + 1 Month
4	Procurement Planning and Approval	D + 2 Months
5	Completion of supply of major equipment like SPV Modules (including structure for the above), Power Conditioning Units, transformers etc.	D + 3 Months
6	Installation of all Major Equipment	D + 4 Months
7	Interconnection of all Major Equipments and Completion of Installation	D + 5 Months
8	Completion, Testing and Pre-Commissioning of Solar PV Power Plant	
9	Commissioning of Plant along with Completion of Facilities in line with Technical/ Functional/ Performance Requirement stated under this Tender Document along with demonstration of PG Tests as mentioned in the SCC	<u>D + 6 Months</u>

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5.	Location of Site (Clause No. 2.1.a)	<p>The Location of Site is:</p> <p>The Grid Connected Rooftop Solar (GCRT) PV Plant shall be installed at the roof-top of designated locations located inside the Banaras Hindu University Campus at Varanasi – 221005 (U.P.) India. The tentative available rooftop area is mentioned under Annexure - 1 of Section-VII “Scope of Work & Technical Specifications”.</p> <p>Bidders should take a note that the attached available rooftop area & list of buildings is tentative which may vary at the time of actual execution. However, for the purpose of this Tender & bidding, the cumulative plant capacity for this Project should be considered to be 08 MWp (DC)</p> <p>The contractor has to suitably plan the layout of the Plant including shadow analysis for optimum utilization of rooftop Space and the structural analysis. The designated evacuation point(s) is within the BHU Campus (for actual distance/ routing of cables, Bidders are advised to visit the site). The vacant rooftop space will be handed over to the Contractor by the owner.</p> <p>The project sites are within the University Campus hence the contractor shall strictly follow proper care, work permit & safety system. (Refer Section-VII for the Project site layout)</p>

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6.	Scope of Work (Clause No. 2.2)	<p>The scope of work is defined in the Section - VII, under "Scope of Work and Technical Specifications. This section covers detailed scope of Work, Guarantee/Warrantees and Technical Specifications (TS) which would prevail in this Tender document.</p> <p>Brief Scope of Work:</p> <ol style="list-style-type: none"> Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 8 MWp (DC) Solar GCRTPV Project including 05 years of plant O&M at Banaras Hindu University (BHU) Campus, Varanasi (U.P.) The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract. Bidder is required to provide the list of all the spares required to maintain the facility for O&M period. Contractor agrees to supply such spare parts, as recommended or otherwise required for the effective and hassle free operation and maintenance of the Facilities. However, the contractor, with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by him and OEM. The contractor shall keep and maintain the inventory of such spares for the hassle free operation during the complete O&M period without additional cost to Owner. Also, at the end of penultimate year of the O&M, contractor shall supply a list of all recommended spares as per the operational requirement of the plant and with reference to the mean time between failures (MTBF), along with detailed specifications & supplier details. The price of such spare parts shall include the breakup of GST as applicable towards purchase and supply of spare parts. Owner, at its discretion, will purchase the spare as required for future operation.
7.	Liquidated Damages (LD) (Clause No. 27)	<p>Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion in accordance with SCC Clause 4 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer/ Owner a sum equivalent to half percent (0.5%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's/ Owner's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five</p>

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		percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer/ Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Once the maximum limit is reached, Employer/ Owner may consider the termination of contract.
8.	Contractor's Responsibility (Clause No. 32)	<p>In addition to the Terms & Conditions of the existing GCC clause No 32, following additional Contractor's Responsibilities will be there:</p> <p>Contractor's Responsibility:</p> <ol style="list-style-type: none"> 1. The Contractor Shall Design, Procure, Manufacture, (including associated purchase and / or subcontracting), install, commission and complete the Facilities, carry out Guarantee Tests with due care and diligence in accordance with the Contract along with interconnecting transmission system, Termination & integration including O&M of the complete facilities for five years. The solar PV modules to be used in the solar PV power plants must be made in India. 2. The Contractor confirms that it has entered into this Contract on the basis of proper examination of the data relating to the Facilities provided by the Owner and assessed by himself at the site location, after proper due diligence relating to the Facilities prior to bid submission. The Contractor acknowledges that any failure to obtain or acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Scope of Work. 3. The Contractor shall acquire, on behalf of Owner, in the Owner's name, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the setting up of the plant mentioned under the Contract, including, but not limited to, entry permits for all imported Owner's Equipment (if any). In this regard, any document required from Owner shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the contractor to safe keep and return all the approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of project and O&M process to the owner. 4. The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the India where the

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		<p>Site is located that are necessary for the Performance of the Contract, including, but not limited to, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer/Owner and that are necessary for the Performance of the Contract.</p> <p>5. Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time. In this regard, contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Owner. However, all the documents required from Owner, as needed for the process, will be provided by Owner. The demand of such documents shall be made to the Owner in at least 10 days in advance.</p> <p>6. The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Owner/Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.</p> <p>7. Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities and other supplies shall have their origin defined.</p> <p>8. Unless otherwise specified in the Contract or agreed upon by the Employer/Owner and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, spares, other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of "Section VII: Scope of Work & Technical Specifications" or as otherwise agreed upon by the owner/Employer and the Contractor.</p>
9.	New Clause (Owner's Responsibility)	<p>1. If requested by the Contractor and up- on Owner's sole discretion, the Owner shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings required for the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.</p>

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		2. The Owner shall be responsible for the operation of the Facilities after Completion and proper hand over of the site by contractor. However, the Contractor, under the O&M Contract, shall be responsible for the overall care and custody of the facility.
10.	New Clause (Notice of Operation)	The Contractor shall not carry out important operation without the consent in writing of the Employer/Owner or his representative. For carrying out such important activity, the Contractor shall intimate to the Employer/Owner at least 72 hours before starting of the job.
11.	New Clause (Contract Performance Security)	<p>Against EPC/ LSTK Contract & O&M Contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Employer/ Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Owner as "Banaras Hindu University, Varanasi".</p> <p>The Contract Performance Security against this Contract need to be furnished in 02 (Two) different stages as mentioned below: -</p> <ol style="list-style-type: none"> 1. First Stage: The value of the Contract Performance Security shall be 10% of the total Contract Value (i.e., total sum of all the Supply Contract, Service Contract and absolute value of O & M Contract) and will remain valid 90 (Ninety) days beyond half of the prescribed O & M Period, i.e. 2.5 (Two and half) Years. Henceforth, 10% Contract Performance Security needs to be furnished for the first 2.5 (Two and half) Years of the O & M period. 2. Second Stage: The value of the Contract Performance Security shall be 5% of the total Contract Value (i.e., total sum of all the Supply Contract, Service Contract and absolute value of O & M Contract) and will remain valid 90 (Ninety) days beyond the balance O & M Period, i.e. 2.5 (Two and half) Years. Henceforth, 5% Contract Performance Security needs to be furnished for the last 2.5 (Two and half) Years of the O & M period. 3. Contractor needs to furnish the revised Contract Performance Security amounting 5% of the total Contract Value as mentioned above within the validity period of the Contract Performance Security submitted at First Stage. 4. In case the Contractor fails to furnish the Contract Performance Security mentioned under the Second Stage within the indicated time period as mentioned above under point no. 3 of Clause no. 11, Employer/ Owner at their sole discretion will forfeit the Contract Performance Security furnished at First Stage.

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		<p>5. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>6. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security.</p> <p>7. Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Employer/ Owner at its sole discretion may cancel the Contract Agreement/ NOA/ LOI/ LOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 60 (Sixty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>8. Rest of the standard Performance Security clauses will prevail as per ITB clause 38</p> <p>Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of half of the O&M period (2.5 Years) subject to the approval and acceptance of the O&M period deliverables by the Engineer in charge/Technical Team.</p>
12.	New Clause (Performance Measurement Procedure)	<p>The Plant performance will be evaluated through Performance Ratio (PR) test as per IEC 61724 and Capacity Utilization Factor (CUF) calculation as per the standard formulas and procedures</p> <p>1. The minimum acceptable PR of the Plant is 0.75 and CUF shall be 15% against installed rated DC capacity at Standard Test Conditions (STC).</p> <p>2. As the PR of the Plant is dependent on the quality of Plant equipment and optimum design of the Plant, the bidders shall demonstrate the PR of 0.75 for Operational Acceptance/Commercial Operation Date of the rooftop solar power plant.</p> <p>3. The performance of Plant will be evaluated based on minimum CUF demonstrated at the end of every year from the date of Operational Acceptance/Commercial Operations date till the culmination of the O&M period. During this period, the contractor</p>

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		<p>shall operate and maintain the Plant with full reliability and up keep.</p> <p>4. After Commissioning of the Plant and after receiving all the satisfactory results regarding the correct operation of the plant, there will be continuous monitoring of the performance for a period of 10 days. This monitoring will be performed on the Project site under the presence of the Employer /Owner. For the purpose of this clause, The Performance Guarantee Tests (PG tests) shall be assessed through the Plant Performance Ratio (PR) measurement.</p> <p>5. The Performance Ratio (PR) test aims at the comparison of the actual PV plant energy production with the guaranteed value for a limited operation time of the PV plant of 10 consecutive days. AS already stated, the test shall be conducted at site by the contractor in the presence of the Employer/Owner.</p> <p>6. The Contractor's commissioning / start-up Engineer shall make the plant ready to conduct such tests. The Performance Guarantee Tests (PG tests) shall be commenced, within a period of one (1) month after successful Commissioning of the Project. Any extension of time beyond the above one (1) month shall be mutually agreed upon with Owner/Employer in written and will be recorded. These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the guaranteed performance parameters.</p> <p>7. The test will consist of guaranteeing the correct operation of plant over 10 days. For system acceptance, the plant should demonstrate a PR of equal to or more than 75% for at least 07 days out of the mentioned total 10 days.</p> <p>8. The Efficiency or performance ratio (PR) of the PV Plant is calculated as the ratio of plant output versus installed plant capacity at any instance, with respect to the radiation measured.</p> <p>PR= (Measured output in kW /Installed Plant capacity in kW) * (1000 W/m2/Measured radiation intensity in W/m2).</p> <p>The instantaneous PR will be calculated for the instant having maximum solar radiation in the given day.</p> <p>9. If the plant fails in the Performance Test as mentioned above, the Successful Bidder will be given another 02 (two) chances to make good of the generation and Call Owner/Employer once again for the demonstration of such Performance Test. Such Call should be made within one month from the preceding date of last Plant Evaluation/PG Test by Employer's representative. However, it is the responsibility of Successful Bidder to complete</p>

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		<p>any such re-tests within the given project completion timelines only.</p> <p>10. In case the Plant PR result is less than 0.75 even after the prescribed 03 (three) no of chances provided to the contractor, the total performance bank guarantee submitted by the bidder will be forfeited by the Owner. In case the Performance guarantee has already been forfeited, the due amount will be recovered from the Final Instalment of the LSTK/EPC contract payable at the end of the first year (as per the Terms of Payment specified in SCC).</p> <p>11. Monitoring System for PR Verification</p> <p>The following instrumentation will be used to determine the Solar Plant Performance:</p> <ul style="list-style-type: none"> Power Meter at the individual delivery points (building wise). One nos. calibrated pyranometer to determine irradiance on the plane of array (with a target measurement uncertainty of ± 2). One nos. calibrated pyranometer to determine irradiance on horizontal plane (with a target measurement uncertainty of ± 2) <p>12. Data measurement shall be witnessed in the format mutually agreed before the start of PR test by the Employer/Owner and the bidder jointly for the said period.</p> <p>13. The bidder shall show the specified PR for Operational Acceptance and committed CUF for Final Acceptance (i.e. after one year form the date of commissioning).</p> <p>14. Capacity Utilization Factor (CUF) shall be calculated as per the following formula: $CUF = \frac{EN}{(8760 * P_{nom})}$ $EN = \text{No. of units recorded at the meter excluding the auxiliary consumption}$ $P_{nom} = \text{Installed DC capacity at STC}$ <p>P_{nom} shall be reduced at the end of each year considering the module degradation as per the module data sheet.</p> <p>15. CUF shall be determined for every year (From the Date of Operational Acceptance/ Commercial Operation Date) for the performance obligations of the Contract.</p> <p>16. During the O&M period, the bidders need to maintain 99% uptime of the Plant to achieve the proposed CUF at the end of each year. Any routine repair, replacement, overhauling, etc. are to be performed preferably during night times or during off</p> </p>

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		<p>sunshine periods so that no/minimum generation loss will be there in day time.</p> <p>17. Bidders are expected to make their own study of solar radiation profile and other related parameters of the area & make sound commercial judgment about the Performance Ratio and CUF. It shall be the responsibility of the Bidder to assess the corresponding solar insolation values and related factors of solar Plant along with expected grid availability. The Bidder should access all related factors about the selected Site for the Project before giving commitments of PR and CUF of the proposed Project.</p> <p>18. The bidders are free to install additional DC capacity any time during O&M period, with proper consent by the Owner, to meet the desired performance parameters with no additional cost to the Owner.</p> <p>19. PR Demonstration Test for Operational Acceptance shall be done only after commissioning of Plant & Completion of all associated infrastructure as mentioned under Section-VII Scope of Work & Technical Specifications.</p> <p>20. The Contractor shall be responsible for achieving PR and CUF. For any shortfall in achieving PR and CUF, compensation shall be recovered from the Contractor as per SCC Clause 13.</p>
13.	New Clause (Penalty for PR and CUF deviations)	<p>1. In case of any defect in the system after commissioning, the Contractor shall repair it within 48 hours. Otherwise Penalty shall be charged for shortfall in generated units beyond 24 hours as per the current month Discom Tariff/unit basis, with the cumulative maximum of 5% of the total contract value, and the same shall be deducted from their payments due / Performance Security available with the Owner/Employer.</p> <p>2. For the shortfall in the committed CUF thereby loss in the no of units generated, Penalty during O&M period shall be charged at a rate of:</p> <p>Difference in units derived from committed and achieved CUF x the current month Discom Tariff/unit basis; for period after operational acceptance/Commercial Operational Date till the O&M contract closure.</p> <p>Penalty applicable shall be on annual basis. The CUF shall be evaluated as per the formula mentioned in the SCC & SECTION VII: Scope of Works & Technical Specifications of the tender.</p>

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		<p>3. Penalty during O&M period against breakdown of other Infrastructure of Solar Power Plant which doesn't affect the generation of power, directly such as but not limited to civil infrastructure, water supply system/network, other Infrastructure developed by the Contractor as a Scope of Work for the Project (Section-VII: Scope of Works & Technical Specifications) shall be penalised @ Rs.1000/day, per incident of breakdown reported beyond 48 Hours of such reporting. Cumulative value of such penalty shall be limited to 50% of yearly O&M cost.</p> <p>4. In case the Project fails to generate any power continuously for 1 month any time during the O&M period, apart from the force majeure and grid outages, it shall be considered as "an event of default". In the case of default the entire Performance Security will be forfeited.</p> <p>5. The Penalty specified on account of delays, as specified in Liquidated Damages and Penalty specified on account of deviations in Functional Guarantees as above shall be assessed independent of each other. Above mentioned Penalties specified under SCC Clause 13 are also independent of each other.</p>
14.	New Clause (Award of Contract)	<p>Owner shall issue separate Orders (NOA/ LOI/ LOA) for different components of the contract i.e.,</p> <p>a. First Contract: For Ex-Works supply of all Equipments and materials including mandatory spares and any other supplies specified in the Contract Documents.</p> <p>b. Second Contract: For providing all services i.e. Transportation for delivery at site, Insurance, unloading, Storage, handling at site, Civil Works, Erection, Installation, Testing and Commissioning including performance testing in respect of all the equipments supplied under the "First Contract" and any other services specified in the Contract Documents</p> <p>Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.</p> <p>c. Third Contract: For O & M job covering the entire scope of work for Operation and Maintenance activities</p>
15.	New Clause (Payment Terms)	<p>A. The payment for the First Contract (related to Supply Portion) shall be made as per the following terms and conditions:</p> <p>i) Interest bearing adjustable initial advance (OPTIONAL) of 10% of the total Contract Value (i.e., total sum of all the Supply Contract & Service Contract) shall be released to successful bidder upon receipt of unconditional acceptance of NOA/ LOI/ LOA, detailed Performance invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total</p>

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		<p>advance amount. The ABG needs to be submitted in addition to the Contract Performance Security. The annual interest rate shall be calculated based on SBI one year MCLR as applicable.</p> <p>ii) Seventy percent (70%) payments shall be paid against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Copies of Certificates to the effect of payments of State/ Central Goods and Service Tax etc, Certified copy of Insurance policy/Insurance Certificate, Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Employer's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by Employer's authorized representative in original.</p> <p>(a) If Successful Bidder has opted for advance then, Ten percent (10%) advance amount shall be adjusted while making payments of this installment. Also, up-to-date accrued interest shall also be recovered.</p> <p>(iii) Twenty percent (20%) payments shall be paid against successful erection, testing and commissioning of materials at site and Operational Acceptance of the Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and documents.</p> <p>(iv) Final Ten percent (10%) payment of Supplies shall be paid after CUF demonstration on completion of first year of O&M of the Facility pursuant to successful Guarantee Tests and demonstration of PR and submission of all requisite documentation. However, this Payment may also be released after demonstration of PR and submission of all requisite documentation on the submission of Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>B. For the Second Contract (related to Services Part), the payment shall be made as detailed below. No Initial Advance Payment shall be made against Second Contract related to Service Part.</p> <p>i) For the First Portion of Second Contract (i.e. Freight & Insurance Portion), the payment shall be made in line with First Contract without releasing any initial advance.</p> <p>ii) For the Second Portion of the Second Contract (i.e. Erection, Testing and Commissioning Portion), the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the</p>

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		<p>Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.</p> <p>(b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on Operational Acceptance of the Facility pursuant to successful integration with existing internal grid system, Guarantee Tests and demonstration of PR.</p> <p>(c) Final Ten percent (10%) payments shall be paid after CUF demonstration after first year of O&M of the Facility pursuant to successful Guarantee Tests and demonstration of PR and submission of all requisite documentation. However, this Payment may also be released after successful Guarantee Tests and demonstration of PR and submission of all requisite documentation on the submission of Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>iii) For the Third Portion of the Second Contract (i.e. Civil & Allied Works), the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.</p> <p>(b) Ten Percent (10%) of the total price of Civil Works shall be paid on completion of all the civil works including finishing and debris removal.</p> <p>(c) Final Ten (10%) of the total price of Civil Works shall be paid after CUF demonstration after first year of O&M of the Facility pursuant to completion of all the civil works including finishing and debris removal. However, this Payment may also be released after completion of all the civil works including finishing and debris removal on submission of Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>C. For the Third Contract (related to Operation & Maintenance Part), the payment shall be made as detailed below: -</p> <p>(a) Against successful Operation and Maintenance of the Facility on quarterly basis at the end of every quarter for each year till 05 (Five) years. The O&M of the plant will commence from the date of Operational Acceptance/Commercial Operations Date of the facility.</p> <p>(i) Year 1 : OM -1 (ii) Year 2 : OM -2</p>

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		<p>(iii) Year 3 : OM -3 (iv) Year 4 : OM -4 (v) Year 5 : OM -5</p> <p>D. All the payment shall be released from Owner's Head Office, Varanasi (U.P) upon submission of Original Documents as mentioned against each Payment Milestones, Joint Commissioning and Handing Over Certificate duly certified by the authorized representative of Employer.</p>
16.	New Clause (Starting of Works)	<p>The date of issue of Notification of Award (NOA) shall be treated as the Zero day for the start of work & there by Contract Timeline. The Contractor shall be required to start the work within 15 (fifteen) days from the date of issue of Notification of Award (NOA) and shall thereof, report to the Project Manager/ Engineer-in-charge accordingly. During these 15 days following things are to be accomplished;</p> <p>(a) PM/ EIC at its own discretion may call a kick-off meeting, where broader guidelines of EPC shall be discussed.</p> <p>(b) Contractor's representative from Procurement, design, Project Execution team shall participate in this meeting & submit their Plan with respect to EPC works.</p> <p>(c) Contractor shall submit the baseline schedule of Project activities within 15 days from the date of NOA</p> <p>(d) Communication Protocol for Project coordination to be frozen by the PM/EIC, within this timeline Contractor must identify & communicate the details of their nodal persons for Procurement, Design & Execution.</p>
17.	New Clause (Handing Over – Taking Over)	<p>The work shall be taken over by the Owner 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 Tender Document. During handing over complete project work, the Contractor shall submit the following for considering final payment:</p> <p>(a) All as- Built Drawings and documents as per the contract coordination procedure set out for the successful completion of the project.</p> <p>(b) Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project.</p> <p>(c) Bill of material.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>(d) Inventory of recommended and mandatory spares at project Site.</p> <p>(e) Immediately after taking over of complete facilities (s), the same will be handed over to the Contractor for Operation & Maintenance for a period of as mentioned in the bidding document.</p>