



**VOLUME I**

**SECTION 4.0**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GCC)**



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**SECTION 4  
GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GCC)**

**1.0.0 SCOPE OF CONTRACT**

**1.1.0 Scope of bidder upto Handover to Owner:**

The scope of the contract shall be the design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, erection including testing, commissioning and accepted by GIPCL of Battery Energy Storage System rated for 20 MW / 120 MWh at the point of injection using Vanadium Redox Flow Battery (VRFB) Technology with all associated electrical, mechanical and civil systems, including revival/modification of existing switchyard, HT transformer, communication and metering systems at GIPCL's 165 MW Gas Based Power Plant Complex, Baroda and at Nandeshwari /Jawahar Nagar Substation, and operation and maintenance of the plant for ten (10) years by the Bidder, UNDER SINGLE EPC BASIS in accordance with the specifications, terms and conditions of the contract under single point responsibility.

**1.2.0 Existing infrastructure revival and integration**

1.2.1 Where the Contract scope includes revival, modification, augmentation, or interfacing of existing switchyard infrastructure, transformers, HT/LT systems, communication systems, metering systems, control systems, or other substation assets at GIPCL's Baroda plant complex and at Nandeshwari/Jawahar Nagar Substation, the Contractor shall:

- i. Carry out detailed condition assessment, inspection, and testing of existing equipment proposed for revival, prior to commencement of revival works, and submit assessment reports to the Owner.
- ii. Prepare engineering checks, compatibility review, protection coordination study, and integration engineering plan before taking up any works on existing infrastructure.
- iii. Obtain all necessary outage permits, switching permits, and safety clearances from the Owner and GETCO before commencement of works on live / energized systems.
- iv. Carry out integration of the VRFB BESS with the existing 132 kV electrical infrastructure as per approved Single Line Diagram, protection philosophy, and switching interlocking scheme.
- v. Ensure proper metering configuration (Main + Check Meter at GETCO substation; backup meter at generation side) and SCADA/RTU connectivity for SLDC interface.
- vi. Complete all revival and integration works within the Contract schedule, achieving full 132 kV connectivity and GETCO/SLDC compliance as a precondition for commissioning.

1.2.2 The Contractor shall remain fully responsible for safe integration, protection coordination, and achieving the guaranteed performance of the complete Facility including all revived/integrated existing assets. Power Transformer (as applicable) O&M shall remain on Contractor's scope except as explicitly excluded in the SCC.

**1.3.0 Scope of bidder During Operational Phase:**



- 1.3.1 The Contractor shall undertake all activities required for efficient operation and maintenance of the BESS Plant and the associated power evacuation arrangement including, but not limited to:
- a) Complete Operation and Maintenance of the Plant for ten (10) years ;
  - b) Mobilization of staff and resources.
  - c) Taking over of the Plant including tools & tackles, Spare Parts, materials, drawings, documents, manuals, reports, operation & maintenance records etc.;
  - d) Operation and Maintenance and repairing the Plant as per Prudent Utility Practices in conformity with this Contract, the Project Agreements and any other agreements which Owner has entered into or will enter into in relation to the Plant and in accordance with all Applicable Laws during the Operational Phase;
  - e) Maintenance and repair of major equipment at the Plant under supervision of OEM;
  - f) Preparing Operation & Maintenance Plan and Procedure, Inventory Management and Procurement Procedure and Annual Operating Plan & Budget;
  - g) Transportation and marine insurance of the Consumables from the Loading Point to the Site;
  - h) Warranty Management and procurement of equipment AMC's (if applicable);
  - i) Monitoring, controlling, troubleshooting, calibration of meters/instruments, testing of relays, oil filtration of transformers etc, maintaining of records and registers;
  - j) Supply and maintain all consumables and spares (regular consumables & spares is in bidders scope, as listed in Volume I GTS) for regular operation & maintenance (O&M) of the Plant including associated equipment e.g. Tanks, Pumps, Valves, Motors, Stacks, HVAC, PCSs, LT & HT equipment including cables, transformers, instrumentations, meters, etc.;
  - k) Area housekeeping on day-to-day basis of Plant facilities;
  - l) Maintenance of Control Room and other buildings at Site;
  - m) Repair/ Replacement & re-installation any defective equipment of the plant including transmission line at it's own cost as required from time to time during the entire Operational Phase;
  - n) O&M of all constructed roads, surveillance system, Street Lighting, etc. at Site;
  - o) Supply of all types of consumables for maintenance purpose as per recommendations of the Original equipment manufacturers;
  - p) Conducting periodical checking, testing, over hauling and preventive maintenance works.
  - q) Submission of periodical reports to Owner on the energy charged and discharged of the BESS Plant measured at the point of interconnection.



- r) During Operational Phase, Owner's personnel shall have unrestricted entry to the BESS Plant and Control Room any time. Owner may suitably depute its personals to associate with O&M activities. Contractor shall assist them in developing expertise through their day-to-day O&M activities.
  - s) All records of maintenance must be maintained by the Contractor which can be accessed by Owner on demand. These records are to be handed over to Owner after completion of Operational Phase of the Contract.
  - t) The Contractor shall attend to any breakdown jobs immediately for repair / replacement / adjustments and complete at the earliest working round the clock.
  - u) The Contractor will operate and maintain the Plant including associated facilities in such manner so as to enhance life and safety of Plant, minimize Operating Cost and maximize efficiency. Without prejudice to the preceding sentence, the Contractor shall perform the Services in accordance with the standard prescribed in the Technical Specifications.
  - v) The Contractor shall operate the Plant in line with the Instructions provided by the Owner. Any dispute regarding the proper issuance of any Instructions to back down or raise supply and the recovery of any costs or damages incurred or suffered by the Contractor in complying with any Instruction not properly issued hereunder shall be resolved in accordance with Clause 59.0.0 (Settlement of Disputes/ Arbitration). If the Contractor does not follow the Instructions provided by the Owner and consequently there is any deviation i.e., if the total actual injection varies from the total scheduled injection from the Plant to the Grid and correspondingly deviation charges for the same are levied on the Owner in accordance with the applicable CERC regulations (including the CERC (Deviation Settlement Mechanism and Related Matters) Regulations, 2022 or as may be amended, modified or replaced from time to time then the Contractor shall pay such charges directly to the System Operator or if the Owner pays the same then the Contractor shall reimburse such charges to the Owner. This obligation is in addition to the obligation to pay Liquidated Damages (and its corresponding cap) as set out under this Contract.
- 1.3.2 The Contractor will operate and maintain the Facility in such manner so as to enhance life and safety of Facility, minimize operating cost and maximize the system availability.
- 1.3.3 The Contractor expressly agrees that the scope of Services shall also include all such items & services which may not have been specifically mentioned in this Contract or the Technical Specifications but which may be necessary for the successful fulfillment of Contractor's obligation under this Contract as per Good Engineering & Construction Practices and Prudent Utility Practices and such services shall be performed by the Contractor without any additional cost to the Owner.
- 1.3.4 Standard of Performance of services such as the Contractor shall, at all times during the Term, perform the Services in a prudent, efficient and careful manner and in accordance with:
- a) the Operation & Maintenance Plan and Procedures for the Facility to be developed by the Contractor and to be approved by the Owner,
  - b) the O&M Manuals provided by the Contractor / OEM;
  - c) the recommendations and requirements of any warranties or guarantees existing in relation to Facility, so as not to invalidate or reduce the scope or coverage of any such warranties;



- d) all Applicable Laws, Permits, clearances and Governmental Authorization in relation to Contractor's obligation under the Contract; and all insurance policies specified in Clause 42.0.0 (INSURANCE) of the Contract.
  - e) The Services shall be performed: so as to minimize Scheduled Outage and not to cause any outage except Scheduled Outages; so as to achieve or improve upon guaranteed performance parameters specified in clause 38.0.0 in Sec-5 SCC.
  - f) In a manner consistent with insurance policies maintained either by the Contractor or the Owner in relation to Facility and so as not to vitiate or annul any cover afforded by such insurance policies; and
  - g) So as to optimize useful life of the Facility and minimize cost of operation and maintenance.
- 1.3.5 In the event that any of the standards and requirements specified under Clause 1.3.4 above or elsewhere in the Contract, for the performance of the Services by the Contractor require a higher level of performance or a greater degree of care or are otherwise more stringent, more restrictive or more onerous than other such standards and requirements, the more stringent, restrictive or onerous of the standards or requirements shall apply to the Contractor's performance of the Services.
- 1.3.6 As part of the scope of its obligations under this Contract, the Contractor shall procure and pay for, in its own name as an independent contractor and not as an agent of the Owner, all materials, equipment, manufacturing, fabrication etc. necessary in connection with the supply of materials in accordance with this Contract. All such materials shall be new, fit for purpose and free from any improper workmanship or defects and properly warranted or guaranteed to the extent required by Clause 48.0.0 (Warranty) and comply with all Applicable Laws.
- 1.3.7 The Contractor shall, at all times during the Term, supply the items as per approved drawings & documents, Technical Specifications, applicable Indian / International Codes, Applicable Laws, Good Engineering and Construction Practices and Prudent Utility Practices.
- 1.3.8 Except as otherwise expressly provided in this Contract, the Contractor agrees and acknowledges that it shall perform all its obligations and responsibilities under this Contract at its own risk, cost and expense.
- 1.3.9 The General Terms and Conditions contained herein shall form part of the specification and documents, of the contract.

## **2.0.0 CONTRACT DOCUMENTS**

- 2.1.0 The term of Contract Documents shall mean and include the following which shall be deemed to form an integral part of the contract:
- a. Contract Agreement, Lol, Notice Inviting Tender (NIT) and Instructions to Bidders (ITB), Submission of Bid, General Terms and Conditions of the Contract (GCC), Contract schedule, Erection & Commissioning Conditions of the Contract (ECC) and Special Conditions of the Contract (SCC). Price schedules shall be part of contract documents.
  - b. Pre-bid clarifications, amendments to Specification, post bid clarification shall form part of the tender specification.



- c. Specifications of the equipment to be furnished which are to be erected and commissioned.
- d. Vendor's/Contractor's bid proposals including the letters of clarifications thereto between the Vendor/Contractor and Owner/Purchaser prior to the award of "Contract", duly accepted.
- e. All the materials, literature, data and information of any sort including those from sub-vendor given by the Vendor/Contractor along with his bid, subject to the approval of the Owner/Purchaser.
- f. Any agreed variations to the conditions of the documents and specifications and special terms and conditions of the "Contract", including amendments, if any

2.2.0 In respect of 'Equipment' to be supplied and the 'work' to be executed under the 'Contract' all minor accessories/works which are necessary for the satisfactory and efficient operation of the plant should be supplied at free of cost whether they are specifically mentioned or not in the Bid Document or Lol.

2.3.0 The several documents forming the 'Contract' are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained by the Purchaser, who shall there-upon issue to the Vendor/Contractor instructions directing in what manner the 'Works' are to be carried out. Decision of the Owner shall be binding on the Contractor.

#### **2.4.0 Order of Precedence of Contract Documents**

In the event of any conflict, discrepancy, ambiguity, or inconsistency between the documents constituting the Contract, the following order of precedence shall apply, with the document listed higher in priority prevailing over the document listed lower in priority, unless otherwise specifically stated:

1. Contract Agreement / Letter of Award (LoA) / Letter of Intent (Lol) and all mutually agreed documents forming part thereof;
2. Minutes of negotiation, agreed deviations, clarifications, amendments, corrigenda, addenda, and other written agreements duly accepted by the Owner/Purchaser and the Contractor;
3. Special Conditions of Contract (SCC);
4. General Conditions of Contract (GCC);
5. Erection & Commissioning Conditions of Contract (ECC);
6. Technical Specifications, Drawings, Data Sheets, Approved Engineering Documents, and Quality Requirements;
7. Approved Project Execution Plan, Approved Vendor Documents, and Approved Drawings;
8. Contractor's Bid, price schedules, technical proposal, and other supporting documents accepted by the Owner/Purchaser.

The Contractor shall not take any advantage of any apparent error, omission, conflict, discrepancy, or ambiguity in the Contract Documents. In case of any doubt or interpretation issue, the matter shall be referred to the Owner/Purchaser whose decision shall be final and binding on the Contractor.

Acceptance of the Letter of Intent (Lol) / Letter of Award (LoA) by the Contractor shall constitute a valid and legally binding Contract between the parties until execution of the formal Contract



Agreement, and the Contractor shall not be entitled to any relief or exemption on the ground that the formal Contract Agreement has not been executed.

2.5.0 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.

### **3.0.0 DEFINITION OF TERMS**

3.1.0 In the Contract (as hereinafter defined) the following words and expressions will have the meanings hereby assigned to them.

3.2.0 'Approved/Approval' means approved in writing.

3.3.0 'Accepted Delivery Schedule' means the delivery schedule as per contract and any authorized extension issued by GIPCL.

3.4.0 'Bid' shall mean the documents submitted by the Bidder in response to the Tender Enquiry Document No. "GIPCL/VRFB-BESS/EPC/2026/20MW-120MWh " issued by the Company.

3.5.0 'Bidder' shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Individual including its successors, executors and permitted assigns severally, as the context may require.

3.6.0 'Correspondence' shall mean any letter, e-mail or other written communication related to the 'Contract' but excluding 'Notices'.

3.7.0 'Contractor' means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

3.8.0 'Consultant' shall mean any firm, company or person duly appointed by 'Purchaser/Owner' as such in writing from time to time.

3.9.0 'Contract' or "Contract Agreement" means the Contract signed between the Company (GIPCL) and the Contractor to execute the entire Scope of Work as given in Appendix 17: Contract Agreement.

3.10.0 "Contract Price" shall mean the lump sum price quoted by the Contractor in his bid and incorporated in the Letter of Intent for the entire scope of the Works, which implies the all inclusive value including Customs Duty and other Taxes & Duties, Packing, Forwarding, Freight & Insurance charges, Interest and Finance charges etc.

3.11.0 'Contract Period' shall mean the period during which the 'Contract' shall be executed as agreed between the Vendor/ Contractor/ Fabricator and the Owner/Purchaser in the 'Contract'. The Contract period shall be from the date of Letter of Intent till commissioning of overall package including all auxiliaries, conducting commissioning test including successful acceptance of PG Test, attending all Punch points and Taking over by the Owner (The LD clause mentioned that



completion period shall be 18 Months and fulfillment of all contractual obligations, under the contract) and Operation and maintenance of the plant for 10 years.

3.12.0 "Contract Master Schedule" shall mean the schedule detailing how the principal elements of the work will be completed. This schedule will reflect the key dates as shown on the Contract Master Bar Chart (CMB), and shall be revised by Contractor as necessary to reflect how the Work will proceed.

3.13.0 "Change in Work" shall mean any addition to, deletion from, suspension of or other modification, within the scope of the work, to the quality, function or intent of the Project as delineated in the Contract, including any such addition, deletion, suspension or other modification which requires change in one or more of the Project Variables.

3.14.0 "Change Order" shall mean a written order to Contractor issued authorizing a change in Work and, if appropriate, an adjustment in one or more of the Project variables.

3.15.0 "Codes" shall unless otherwise specified in these contract documents mean the applicable Indian and/or International codes or standards .This shall mean the following, including the latest amendments and/ or replacements, if any;

- Indian Electricity Act, 2003, and Rules and Regulations made there under.
- Indian Factory Act, 1948, and Rules and Regulations made there under.
- Indian Explosives Act, 1884, and Rules and Regulations made there under.
- Indian Petroleum Act, 1934, and Rules and Regulations made there under.
- ASME Test Codes, AIEE Test Codes, IEEE Codes, IEC Codes
- American Society of Materials Testing Codes.
- Standards of the Bureau of Indian Standards.
- Approved Indian Rules or, Regulations by CEA/PGCIL/POSOCO/NLDC/RLDC related to the subject matter of the Contract.
- Other Internationally approved Standards and / or Rules and Regulations related to the subject matter of the Contract.
- Any other code/ standard published by Government of India/ other agencies and Institutions having a bearing over the performance of the Contract.
- Gujarat State Pollution Board and Central Pollution Board requirement in India.
- Any other Act as that is covered in the Specification.
- CEA Regulations, IEGC code, CEA standard technical specification, guideline and norms.

3.16.0 "Commissioning/Commissioning work" shall mean integrated activity covered under 'Preliminary operation', 'Initial operation', 'Trial Operation' and putting the BESS plant in service, will be the Date of Commissioning.

3.17.0 'Commercial Use' shall mean the use of the equipment/plant/material or work, which the 'Contract' contemplates or that for which equipment or work is commercially capable.

3.18.0 'C.I.F' shall mean Cost, Insurance and Freight.

3.19.0 'Date of Contract' shall mean the calendar date on which Owner/Purchaser and the Vendor/Contractor/Fabricator have signed the 'Contract'. Date of LOI (Letter of Intent) precedes the date of contract & Date of LOI will be the zero date for commencement of project.



- 3.20.0 'Day' means calendar day of the Gregorian calendar.
- 3.21.0 'Drawings' shall mean all:
- 3.22.0 Drawings furnished by the Purchaser/Consultant as a basis for proposal.
- 3.23.0 Supplementary drawings furnished by the Purchaser/Consultant to clarify and to define in greater detail the intent of the contract.
- 3.24.0 Drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Purchaser.
- 3.25.0 Drawings furnished by the Purchaser/Consultant to the contractor during the progress of the works. Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are approved by the Purchaser.
- 3.26.0 'Destination' means the location where the item is specified to be delivered and where it will be accepted by the Purchaser.
- 3.27.0 'Engineer' or "Engineer-in charge" shall mean the officer as may be duly authorized and appointed by GIPCL to act as 'Engineer' from time to time for the purpose of this contract.
- 3.28.0 'Equipment' shall mean all the plants, stores & materials, the goods including equipment/ components/parts specified in the contract which the contractor has agreed to supply under the contract.
- 3.29.0 The term 'Equipment Portion' of the 'Contract Price' shall mean FOR value of the equipment.
- 3.30.0 The term 'Erection Portion' of the 'Contract Price' shall mean the value of field activities of the 'works' including port clearance, if any, inland transportation, handling and storage, erection, testing and putting into satisfactory operation including successful completion of performance tests to be performed at site by the Contractor and cost of insurance.
- 3.31.0 'Extra work' shall mean all 'labour', 'equipment', 'materials', 'services' in addition to those required by the 'Contract' document & scope.
- 3.32.0 'Engineer's instruction shall mean any drawings and/or instructions, oral and/or in writing, details, directions and explanations issued by the Engineer or the Owner/Purchaser from time to time during the 'Contract Period'.
- 3.33.0 'Engineer's representative' means any Resident Engineer/Project Manager or Assistant Project Manager / Consultant of the Owner appointed from time to time by the Owner to exercise the powers, discretion, functions, and authorities vested in him.
- 3.34.0 'EPC' means Engineering, Procurement and Construction.
- 3.35.0 'EPC Price' means the lump sum price accepted by the Purchaser and incorporated in the Letter of Intent for the entire scope of the Works, which implies the all inclusive value including



Customs Duty (if any) and other Taxes & Duties, Packing, Forwarding, Freight & Insurance charges, erection, testing, commissioning, OAT & PG test and training charges etc.

- 3.36.0 'Final Acceptance' shall mean the Owner's written acceptance of the works performed under the contract after successful completion of performance guarantee or acceptance test, and fulfillment of all contractual obligations.
- 3.37.0 'Guarantee period' shall mean the period during which the 'Plant' or 'equipment' shall give the same performance as guaranteed by the Vendor/Contractor in the Vol.-II, Section-2.2, Cl. No. 10.0.0, Sl. No. 35. as in the Technical 'Specification'.
- 3.38.0 "Gross Power Output" shall mean the total electrical output of the facility/equipment based on the facility/equipment operating under normal conditions as its MCR, while not exceeding the guaranteed temperature rise limits and losses etc. as specified at the modes of operation, as further specified in this Contract.
- 3.39.0 "Handing Over" shall mean the Purchaser's written acceptance of the works performed under the Contract, after successful completion of Trial run Tests including attending all punch points to the satisfaction of the owner and fulfillment of contractual obligations.
- 3.40.0 'Inspectors' shall mean the Purchaser or any person nominated by the Purchaser from time to time, to inspect the equipment of works under the Contract and/ or the duly authorized representative of the Purchaser.
- 3.41.0 'Items' means the equipment, materials or supplies to be procured under the Bid or separate schedule thereof.
- 3.42.0 'Initial operation' shall mean operations undertaken as part of 'Commissioning' after completion of 'Preliminary Operation' up to commencement of 'Trial Operation'. It shall be the first integral operation of the complete system/equipment covered under the 'Contract' and shall include: Testing (Pre-commissioning and commissioning tests) and commissioning of BESS plant, inspection and adjustment after running trial of the system/equipment covered under the 'Contract'.
- 3.43.0 'Latent Defect' shall mean any defects and Deficiencies or Defective work:
- i) Caused by an act or omission by the Contractor that implies either failure to pay due regard to the serious consequences that a conscientious and responsible Contractor would normally foresee as likely to ensure, or a willful disregard of any consequence of any such act or omission;
  - ii) Would not have been disclosed by a reasonable examination prior to the expiry of the Latent Defects period. Temperature rise limits and losses etc. as specified at the modes of operation, as further specified in this Contract.
- 3.44.0 "Letter of Intent or LoI" shall mean the official letter issued by the Purchaser/Owner notifying the Contractor that his bid has been accepted. The date of this letter shall be taken as the zero date of commencement of all works.



- 3.45.0 "Manufacturer's works" or "Contractor's works" shall mean the place used by the manufacturer, the Contractor, their Collaborators, Consortium/ Joint Venture members/ partners or Sub-Contractors for the performance of the Works.
- 3.46.0 "Maintenance Period" shall mean the period during which the work shall give the same performance as guaranteed by the VENDOR in the Schedule of Guarantee as in the 'Specification'.
- 3.47.0 "Month" shall mean the calendar month. "Day" or "days" unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A "week" shall mean continuous period of seven (7) days.
- 3.48.0 "MCR" – "Maximum Continuous Rating" is defined as the capacity of the equipment to deliver the maximum possible gross power output corresponding to the minimum ambient temperature at the specified modes of operation at site.
- 3.49.0 'Manufacturer' refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the Owner/Purchaser or the Vendor/Contractor or both under the 'Contract'. Manufacturer's supervisory personnel shall mean the personnel deputed by the contractor or any other manufacturer who has supplied the material either through or on behalf of the contractor or under whose supervision the works pertaining to the contract is carried out.
- 3.50.0 'Mechanical Completion' shall be defined to be a state of readiness for 'Preliminary Operation' after due erection of all the materials and terms of equipment covered under the scope of the 'Contract'.
- 3.51.0 The date of LOI will also be recorded as Zero Date for commencement of project & the contract.
- 3.52.0 'Operational Acceptance Test' (OAT) means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC hereof and shall include deemed acceptance in accordance with GCC hereof.
- 3.53.0 'Owner'/'Purchaser' shall mean Gujarat Industries Power Company Limited (GIPCL) on whose behalf the enquiry is issued by its representative, the Owner and shall include his successors and assignees, as well as his authorized officers/representatives.
- 3.54.0 'Plant' or 'Equipment' and 'Work' or 'Works' shall mean respectively the goods to be supplied and service to be provided by the Vendor/Contractor/Fabricator under the 'Purchase Order' or 'Contract' or 'LOI'. 'Works' shall include design, engineering, manufacturing, supply of Vanadium Redox Flow Battery (VRFB) storage system & equipment, labour, services & complete erection, testing, commissioning & equipment including all transportation, handling, unloading, storage etc as per contract.
- 3.55.0 'Project' shall mean the project specified in the Project Information.
- 3.56.0 'Preliminary Operation' shall mean all activities undertaken, towards 'Commissioning' after 'Erection and Testing Completion' up to commencement of 'Initial Operation' and include



mechanical and electrical checkouts, calibration of instruments and protection devices, commissioning of sub/supporting systems of the plant/system/equipment with temporary supply or, DG set supply covered under the contract.

- 3.57.0 'Performance Guarantee Tests' shall mean all the operational checks & tests required to determine and demonstrate guaranteed gross output, losses, auxiliary power consumption etc at various operating modes & characteristics as prescribed in the 'Specification' to be done by the Vendor before the project is taken over under guarantee by the Owner/Purchaser.
- 3.58.0 'Port' shall mean which is suitable for the transportation of the equipment for the project in India, as applicable.
- 3.59.0 "Reliability Run" shall mean continuous uninterrupted operation of the entire facility / BESS system as specified.
- 3.60.0 'Specification' shall mean collectively all the terms and stipulations contained in those portions of the 'Contract' known as General Conditions of Contract, the Specifications and such Amendments, revisions, Deletions or Additions, as may be made in the agreement and all written agreements made or to be made pertaining to the method and manner of performing the 'Work' or to the quantities and qualities of the materials & services to be furnished under this 'Contract' as well as the manner or method of performing the Contract.
- 3.61.0 'Site' shall mean and include the GIPCL land on which the work of erection is to be carried out and the land allotted for storing the equipment and material brought as per this contract.
- 3.62.0 'Sub-vendor/Sub Contractor/Sub-Fabricator' shall mean the person named in the 'Contract' undertaking a part of the work or any person to whom a part of the 'Contract' has been sublet with the consent in writing of the Owner/Purchaser and shall include his heirs, legal representatives, successors and permitted assigns.
- 3.63.0 'Scope' shall means execution of all the works covered in the contract in prescribed qualities & in a prescribed manner inclusive of those not explicitly mentioned but required for completion of works.
- 3.64.0 'Trial Operation' shall mean the integrated operation of the BESS system/equipment covered under the 'Contract' for continuous operation as specified at rated load for proving trouble-free operation of the plant/system & sub system/equipment & stand by equipment covered under the 'Contract'.
- 3.65.0 'Taking over' or 'Taking over Date' shall mean the date when erection of equipment supplied by the contractor and commissioning followed by the Operational Acceptance Test (OAT) has been completed, successful completion and acceptance of PG test and Trial run test by owner including attending all Punch points to the satisfaction of GIPCL & all contractual obligations fulfilled.
- 3.66.0 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), falling that in the Indian contract Act (1872) and falling that in the General Clauses Act (1897). The various Acts and regulations are normally available for sale from the following address. Deputy Controller, Publication Department/Govt. of India, Civil Lines, New Delhi-110 006.



- 3.67.0 Vendor's /Contractor's works or Manufacturer's works shall mean and include the land and other places which are used by the manufacturer, the contractor, their collaborators, Vendor/ Contractor/Fabricator or Sub-Vendor/Sub-Contractor for the manufacture of equipment or performing the works covered under this contract.
- 3.68.0 'Writing' or 'written notice' shall mean any manuscript, a notice in written, type-written or printed statement or electronic means (email) under or over signature and/or seal as the case may be sent (unless delivered personally or otherwise proved to have been received) by email and/or registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course or post it would have been delivered.
- 3.69.0 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 3.70.0 'Warranty Period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.

#### **4.0.0 INTERPRETATIONS OF TERMS**

- 4.1.0 Words importing Person shall include firms, companies, and corporations and associated or body of individuals, whether incorporated or not.
- 4.2.0 Words importing the singular only shall also include the plural and vice-versa where the context so requires.
- 4.3.0 The headings and sub headings in these general conditions shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
- 4.4.0 When the words "approved", "Subject to Approval", "Satisfactory", "Equal to", " Proper", "Requested", "As Directed", "Where Directed", "when Directed", "Determined by", "Accepted", "Permitted", or words and phrases of like importance are used, the approval, judgment, direction, etc. is understood to be a function of the Owner/Purchaser.

#### **5.0.0 LANGUAGES AND MEASURES**

- 5.1.0 All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions or any other writing shall be written in English language. The metric system of weights and measurements shall exclusively be used in the contract.

#### **6.0.0 NOTICE**

- 6.1.0 Any notice to be given to the contractor under the terms of this contract shall be served by sending the same by the registered post or under certificate of posting or by ordinary post or by leaving the same at the contractor's notified registered office at the option of the officer.



- 6.2.0 Any notice to be given to the owner under the terms of the contract shall be served by sending the same by registered post or by leaving the same at the owner's notified registered office.
- 6.3.0 For all purpose of the Contract, including arbitration there under, the address of the Contractor mentioned in the Bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to GIPCL. The Contractor shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.
- 6.4.0 Instructions or notices to the Contractor and notices from the Contractor to GIPCL recorded in a minute signed by the authorized representatives of both GIPCL and the Contractor. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

#### **7.0.0 CONTRACT AGREEMENT**

- 7.1.0 The contractor shall enter into a contract agreement in prescribed form Appendix – 17 with the Owner/Purchaser within Thirty (30) days from the date of issue of 'Letter of intent' or within such extended time as may be granted by the Purchaser.
- 7.2.0 The agreement shall be executed at the Office of the Purchaser on a date and time to be mutually agreed. All charges for preparing the contract agreement including the legal fees, stamp fees etc., shall be borne by the contractor.

#### **8.0.0 EFFECT AND JURISDICTION OF CONTRACT**

- 8.1.0 The contract shall be considered as having come into force from the date of LOI and the time schedule for the delivery, erection, testing & commissioning and Operation & Maintenance of the equipment covered under this contract is to be calculated from the date when the contract comes into force, i.e., the date of LOI.
- 8.2.0 The laws applicable to this contract shall be the laws in force in India. The District Court of Vadodara and High Court of Ahmedabad, Gujarat shall have exclusive jurisdiction in all matters arising under this contract.
- 8.3.0 The laws applicable to this contract shall be laws in force in India on the date stipulated for receipt of the proposal. In case change in laws in India shall affect the contract price, then the same shall be discussed between the Purchaser and the Contractor and compensated after mutual agreement between the Purchaser and Contractor.
- 8.4.0 The law governing the procedure and administration of any arbitration instituted under the clause for arbitration shall be the Indian law.

#### **9.0.0 CONTRACT PRICE AND PRICE BASIS**

- 9.1.0 Contract Price:
- i. The Owner shall, in consideration for the obligations of the Contractor under this Contract, pay to the Contractor, the contract price comprising of the amounts specified in (Contract Price), subject to the terms of this Article 5.0 and Article 7.0 (Payment Terms) below ("Contract Price").



- ii. The Contract Price is full compensation to Contractor for supply of materials and faithful and satisfactory performance of all the Services under this Contract in compliance with all terms and conditions of this Contract, and for Contractor's payment of all obligations incurred in, or applicable to the performance of the Services. The Contract Price as payable hereunder shall cover all costs, expenses, overheads, etc., to be incurred by the Contractor and profit margin for the performance of all its obligations under this Contract including but not limited to costs and expenses of supplying materials. No additional claim or payment would be admissible in this regard. Contract Price shall be regulated and paid in the manner described in this Article 5.0 and Article 7.0 (Payment Terms and Performance Bank Guarantee) below.

**9.2.0 Construction Fees:**

- i. The Owner shall pay to the Contractor during Construction Phase, a part of Contract Price specified in Vol I Sec 5- SCC clause 9.0 (Contract Price), as the Construction phase fees (the "Construction Fees") for performance of its complete scope of Services and obligations during Construction Phase under this Contract.

**9.3.0 Operating Fees**

- i. The Owner shall pay to the Contractor during the Operational Phase, a part of Contract Price specified in Vol I Sec 5- SCC clause 9.0 (Contract Price), as operational phase fees (the "Operating Fees") for performance of its complete scope of Services and obligations during operational phase under this Contract. For each Operating Year, the fee payable shall be equivalent to such Operating Fees which is calculated on a pro rata basis based on the number of days in such operating Year (the "Yearly Operating Fees")

**9.4.0 Price Basis**

- i. Contract Price, unit prices, pricing for change, and all other prices and rates set forth in the Contract shall remain fixed and firm and shall not be subject to any change whatsoever during the Term.
- ii. Contract Price includes all costs, expenses, overheads, etc., to be incurred by the Contractor and profit margin for the performance of all the Services and obligations under this Contract including but not limited to the following and no additional claim or payment would be admissible therefore:
  - a. Cost of dismantling, transportation, insurance, unloading, handling, storage, installation, testing, commissioning, and housekeeping;
  - b. Salaries and wages, including benefits, general and administrative overheads, and all miscellaneous expenses for the Contractor Staff;
  - c. Out-of-pocket costs paid or reimbursed for travel and subsistence during said periods of travel of the Contractor Staff;
- iii. Cost of providing tools & plants, scaffoldings;
  - a. Cost of dismantling, transportation, insurance, unloading, handling, storage, installation, testing, commissioning, and housekeeping;
  - b. Salaries and wages, including benefits, general and administrative overheads, and all miscellaneous expenses for the Contractor Staff;
  - c. Out-of-pocket costs paid or reimbursed for travel and subsistence during said periods of travel of the Contractor Staff;



- d. Cost of evaluation, selection, employment, relocation, and training of Contractor's Staff;
- e. All office and administrative expenses (including stationery, telephone, fax, printer, scanner, photocopier, etc.);
- f. Cost of uniform, personal safety equipment, etc. for Contractor's Staff;
- g. Premium of insurance policies and deductible amounts for all insurance policies provided by the Contractor, as per Article 25.0 (Insurance);
- h. All costs and expenses associated with records management, including but not limited to preparation of materials, equipments, reproduction and storage expenses;
- i. Cost of transporting the systems, equipments, spares, construction materials, tools & plants, etc to the Site;
- j. Costs to test, evaluate and correct equipment failure including cost of transportation of failed components for RCA but excluding repairs covered under insurance policy and cost of Spare Parts, RCA analysis cost;
- k. Any and all other costs and expenses for construction, operating and maintaining the Plant including repair of the Spare Parts, not specifically set forth herein but incurred by the Contractor for fulfillment of its overall obligation covered under this Contract
- l. Cost of packaging equipment and Spare Parts for repair outside India;
- m. Cost of development of procedures and manuals;
- n. Cost of training Owner's personnel;
- o. Cost of review, updating, modification and new development of procedures and manuals, including O&M Plan and Procedures;
- p. Cost of operation and maintenance engineering advice, equipment failure analysis as advised by owner through competent third party excluding detailed engineering studies;
- q. Cost of energy audit, Safety audit and Plant Performance Audit, annually and submission of audit reports to the Owner within thirty days of the last date of each audit at its own cost; and
- r. Cost for all services rendered outside India in connection with this Contract including but not limited to cost for travel, relocation and transportation to India, manpower costs and overtime payments to Contractor Staff based at its overseas/corporate offices, any management fees, any royalty payments and any administrative expenses incurred at its corporate office, etc.



- s. Cost of legal, payroll and accounting services with respect to the Contractor Staff, and accounting and legal matters related to the administration of this Contract; and
  - t. Any and all other costs and expenses for performing Services, not specifically set forth herein but incurred by the Contractor for fulfillment of its overall obligation covered under this Contract.
- iv. The Contract Price shall include mobilization, demobilization and site establishment charge which shall not be subject to adjustment based upon any additions or deletions to the Contract Price.
- v. The Contract Price (including the break-up) specified under respective section, shall apply regardless of when the Services are performed, during day or night or a holiday.
- vi. Contract Price shall include all costs associated with and relating to, performing Services in accordance with all Applicable Laws as well as Owner's HSE Policy and security regulations.
- vii. Contract Price shall be inclusive of all applicable Indirect Taxes, as specified in respective sections. Tax payable on income or profession of the Contractor, its employees and its Subcontractor shall be the sole responsibility of the Contractor, its employees and its Subcontractor and the Owner shall have no obligation regarding the same. Taxes and duties applicable on any imported services relevant to Contractor's scope of Services are also included in Contract Price. Tax payable on income or profession of the Contractor shall be the sole responsibility of the Contractor and the Owner shall have no obligation regarding the same.
- viii. All payments to be made to the Contractor under this Contract shall be made net of any withholding or deduction as may be required under any Applicable Law in force at the relevant time including Income Tax Act, 1961. In case of such deduction made by the Owner from the amount payable to the Contractor, the Owner shall provide the Contractor with appropriate tax deduction certificates.
- ix. For the avoidance of doubt, it is clarified that the Contract Price includes any and all direct, indirect and ancillary charges, cess, costs and expenses of whatsoever nature, taxes on the Contractor, applicable indirect taxes on supplies under this Contract, all profit, license, royalty and fees, accessories, Consumables, Commissioning Spares, Mandatory Spares, Maintenance Tools & Tackles, and intellectual property licenses to be provided under this Contract, packaging and loading of the Materials and delivery at the Loading Point.
- x. Cost and expenses (including insurance deductibles) resulting from or arising out of the Contractor's gross negligence, fraud or Willful Misconduct or a breach or default of the Contractor hereunder shall not be considered to be Operating Costs or be reimbursable to the Contractor as part of the Operating Fee and shall be borne solely by the Contractor, or, if paid by the Owner, shall be repaid by the Contractor to the Owner within 30 (thirty) days of a demand thereof by the Owner; and (b) the Contractor shall be solely responsible for taxes on its personal income and other individual taxes applicable to it and/or the Contractor Staff.



- xi. Failure by Contractor to assess fully the scope of Services, as required and described in this Contract shall not be accepted as a basis for variations to the Contract Price or any part thereof such as pricing of individual items and time and material rates for changes.
- xii. Operating Fee shall be adjusted for such shortfall in manpower based on the schedule of price for manpower provided by the Contractor and as set out in price schedules. The Operating Fee does not include the costs that are to be incurred by the Owner directly in order to comply with its obligations under this Contract such as procuring Spare Parts and obtaining insurance as per Clause 42.0.0.

#### **10.0.0 SECURITY DEPOSIT CUM CONTRACT PERFORMANCE BANK GUARANTEE**

- 10.1.0 An amount equal to 10% of the EPC contract price shall be furnished by the successful bidder for proper fulfillment of the contractual terms and conditions set forth against this contract in the form of Bank Guarantee for Security Deposit cum Contract Performance as per format enclosed (Appendix-16 (B)). The Bank Guarantee for S.D. cum Contract Performance Guarantee has to be furnished within Thirty (30) days from the date of Letter Of Intent and should be valid up to 42 Months (i.e. 18 months completion period + 12 months defect liability period + 12 months claim period) from the date of LOI. Security Deposit cum Performance Bank Guarantee will not carry any interest. Bank Guarantee for Security Deposit cum Performance Guarantee shall be released only on completion of all contractual obligations including but not limited to Cl. No. 3.33, Section-4.0, Vol.-I of this specification. If any loss or damage is incurred by the GIPCL on account of breach of any of the clauses mentioned in this contract or any other amount arising out of the contract becomes payable by the contractor to the GIPCL, and the GIPCL will in addition to such other rights that it may have under the law, the GIPCL may appropriate the whole or part of the Security Deposit and such an amount appropriated will not be refunded to the contractor.
- 10.2.0 Bank guarantee shall be furnished by the successful bidder for as per format enclosed (Appendix-16 (B)).
- 10.3.0 The Security Deposit cum Performance Guarantee and contract PBG can be in the form of an irrevocable Bank Guarantee on Non-judicial stamp paper of value not less than Rs. 100/- (or appropriate value as per Stamp Act relevant to place of execution) as per proforma enclosed as Appendix-16 (B), Volume-I obtained from any Nationalised Bank/ Scheduled Bank of India or any reputed Foreign Bank having branches in India as per Appendix-15.
- 10.4.0 The above Security Deposit shall be furnished within 30 days from the date of issue of the LOI failing which the EMD paid by the bidder would be forfeited besides cancellation of Contract and to recover all cost and liability thereof from Bidder.
- 10.5.0 The Security deposit cum performance guarantee shall cover additionally the following guarantees to the Purchaser.
  - a. The successful bidder guarantees the successful and satisfactory operation of the equipment supplied and erected and works executed under the Contract, as per the Specification and documents.
  - b. The successful bidder further guarantees that, the equipment provided and installed by him and the works executed shall be free from all defects in design, material and workmanship



and shall upon written notice from the Purchaser fully rectify free of expenses to the Purchaser such defects as developed under the normal use of the said works within the period of guarantee specified in the relevant clauses of this Specification.

c. Plant /machine shall give desired output when working in Tandem.

10.6.0 If the project execution period is going to be extended, then the BG shall be extended for the period as desired by GIPCL till the closure of Contract and finalization of LD. The banker's charges for the extended period will be borne by the Contractor well in advance. On any delay/failure to so extend the BG in advance before a month of the validity of BG, GIPCL shall invoke the BG & realize the proceeds.

10.7.0 All charges for preparing the contract document including legal fees, stamp fees, etc. shall be borne by the Contractor.

10.8.0 O & M cum Equipment Performance Guarantee (EPG): 5% of EPC Contract Price (excl. O&M); furnished at least 15 days prior to the commissioning; valid until 90 days after O&M period; reduces 2.5% of EPG per year from Year 2.

10.9.0 Penalty for not meeting performance guarantees shall be assessed and recovered from the contractor as detailed in the 'Specification'.

#### **11.0.0 TAXES, PERMITS, LICENSES AND OTHER CHARGES**

11.1.0 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner/Purchaser or the Contractor in pursuance of the Contract as per Terms and Conditions of the Contract. In addition the Contractor shall be responsible for the payment of all Indian duties, levies, and taxes lawfully assessed against the Contractor of his personal income and property only. This clause shall be read in conjunction with relevant clause of Instruction to Bidder.

11.2.0 All tariffs, duties, taxes and other charges levied on the goods by the country of origin if any shall be borne by the Contractor for Foreign supplies.

11.3.0 The Contractor shall be solely responsible for all taxes that may be levied on the Contractor or on the earnings of any of his employees or personnel engaged by him and shall hold the Owner/Purchaser indemnified and harmless against any claims that may be against the Owner/Purchaser in this behalf. The Owner/Purchaser does not undertake any responsibility whatsoever regarding taxes under Indian Income Tax Act of the Contractor or his personnel. If it is obligatory under the provision under the Indian Income Tax deduction of Income Tax at source shall be done by the Owner/Purchaser.

11.4.0 The quoted lump sum Contract Price shall include all applicable taxes, duties, levies, octroi, excise, etc. which shall be paid on production of documentary evidences for the same. Any statutory variation on taxes and duties rates during the tenure of the Contract will be adjusted by Purchaser. However any increase in the duties & taxes because of delays in the completion of work attributed to the Contractor shall be to the Contractor's account. The bidder shall indicate clearly the taxes and duties considered in percentage in price schedule. Wherever applicable in respect of imported supplies, High sea sales may be effected to avoid the incidence of GST on such items.



## **12.0.0 PRICE ESCALATION**

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

## **13.0.0 STATUTORY VARIATION IN TAXES & DUTIES**

13.1.0 If any enactment or issuance of any new laws, rules, permits & regulations occur, and/ or any change modification of existing laws, rules, permits & regulations occur in India, during the tenure of the Contract, including extended period, if any, pertaining to taxes & duties change in cost incurred by the Contract shall be added or deducted from the Contract price, as the case may be as explained in the payment terms clause found elsewhere in this specification.

13.2.0 Variation on account of exchange rate shall not be payable by Owner. No statutory variation including variation in taxes & duties shall be payable by Owner on the raw materials.

13.3.0 Custom Duty variation shall not be paid by GIPCL.

13.4.0 Statutory variations in the tax (listed items in Price Schedule and approved Billing Break-Up) shall be permitted as under

(A) Statutory variations during original contractual completion period :

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

## **14.0.0 STAFFING AND AUTHORITY**

14.1.0 Contractor's Staff

- i. The Site shall be staffed adequately to perform the Services in accordance with Good Engineering & Construction Practices and Prudent Utility Practices and the provisions of this Contract, including but not limited to, in a prudent, efficient, reliable and safe manner.



- ii. The minimum staff to be deployed at Site during Construction Phase and Operational Phase, both in supervisory as well as workmen categories, shall not be less than what is specified in the Staffing Plan. However, in order to fully meet the Contractor's obligation and perform the Services as defined in this Contract, if any additional manpower, beyond those specified in Staffing Plan, is required to be deployed by Contractor at Site, same shall be deployed by Contractor without any delay and without any additional cost to the Owner.
- iii. All personnel engaged in the performance of the Services shall be qualified to perform, licensed to the extent required by Applicable Law and sufficiently trained & experienced in the duties to which they are assigned and shall satisfy the standards of performance provided in this Contract. Contractor shall demonstrate that the personnel provided under this Contract are properly trained, competent to perform the work assigned and are aware of the HSE Policy.
- iv. Contractor shall employ only such Persons, for the performance of Services, who have requisite qualification and experience of particular work. Please refer Annexure 5 (Minimum Qualification and Experience of Contractor's Staff) for minimum qualification & experience requirements for Staff to be employed by the Contractor. All staff to be deployed by the Contractor for the Services shall be regular employee of the Contractor.
- v. Contractor shall provide experienced manpower employed by them on their direct role for the following Position:
  1. Resident Project Manager (during Construction Phase)
  2. Resident Project Manager (during Operational Phase)(such Persons collectively referred to as the "**Key Personnel**").
- vi. Resident Project Manager shall necessarily be employee on the direct role of the Contractor. CV of Resident Project Manager shall be submitted to Owner for their review and concurrence at least seven (7) days prior to their deployment at site. Owner shall reserve the right to accept or reject proposed Resident Project Manager. Resident Project Manager shall be deployed at site only after approval of their CV by Owner. Resident Project Manager shall have at least ten (10) years of experience in supervising similar work out of which he shall have two (2) years of experience as Resident Project Manager for similar work.
- vii. Contractor shall provide experienced and qualified operation and maintenance personnel required till completion of Services.
- viii. No later than 30 (thirty) days prior to employing any Key Personnel, the Contractor shall submit the CV of such Key Personnel, for approval by the Owner prior to appointment. Owner shall reserve the right to interview the/interact with proposed Key Personnel and accept or reject any or all of the proposed Key Personnel. For other personnel, the Contractor will submit the CV of the selected Persons for review and concurrence by the Owner. The same procedure shall be adopted in the event of appointment of any replacement personnel.



- ix. If the existing Key Personnel mentioned above are on leave, die, resign, retire, are dismissed/removed or are otherwise unable to carry out their duties or the term of their appointment ends, the Contractor shall ensure that suitably qualified and experienced replacement is appointed promptly, after due approval from the Owner.
- x. The Contractor shall ensure that the minimum Contractor Staff as identified in the Staffing Plan are available at all times during the Term. Contractor assures and undertakes that no posts of shift-in-charge and shift engineers shall be vacant at any time during the Term.
- xi. In the event of resignation of any Contractor Staff or for any other reason any position falling vacant, it shall be reported to the Owner and such positions shall be filled up expeditiously and no later than fifteen calendar days from the date the position is vacated. Owner shall have right to deduct pro rata fees for the period such position is not filled up. Contractor shall adopt and implement suitable mechanisms to ensure that Contractor Staff continues its engagement with the Contractor and it continues working on the Site.
- xii. Contractor shall ensure that the Store-keeper shall functionally report to Owner's designated officer and shall work strictly under his guidance and control at all times during the Term of this Contract. Contractor shall ensure that any 'spare parts' received at GIPCL store under the control of GIPCL shall be handled by the Contractor's Store-keeper on priority to manage and maintain the 'spare parts' in accordance with the rules and regulation of GIPCL; and the Contractor in this regard shall comply with all directions/instructions issued by the Owner.

Contractor shall also ensure that Safety Officer shall functionally report to Owner's designated officer and shall work strictly under his guidance and control at all times during the Term of this Contract.

- xiii. Contractor shall ensure the compliance of all factory rules prescribed under Applicable Laws including the rules prescribed by the fire service department.
- xiv. The Contractor shall be responsible for always maintaining strict discipline and good order amongst its personnel and those of its Subcontractors.
- xv. Contractor shall bear the entire responsibility, liability and risk relating to coverage of Contractor Staff under Applicable Law including but not limited to Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Factories Act, 1948, Gujarat Factory rules (latest), Code on Wages, 2019, the Industrial Relations Code, 2020 (as and when notified), the Code on Social Security, 2020 (as and when notified), the Occupational Safety, Health and Working Conditions Code, 2020 (as and when notified) and any other relevant act/regulations as will be applicable during the Term.
- xvi. Contractor shall also be solely responsible for the payment of all benefits to the Contractor Staff under Applicable Law, such as provident fund, gratuity, bonus,



- retrenchment compensation, leave, etc., and shall keep the Owner indemnified in this regard against any claims. The Owner shall be entitled to, if it is noticed that Contractor is in default, make such payment, solely at its discretion and recover such amounts as deemed fit from any sum due and payable to Contractor by the Owner.
- xvii. Contractor shall be responsible for making any overtime payment for providing Services under this Contract and Owner shall not bear any liability whatsoever in this regard.
- xviii. It shall be the responsibility of Contractor to take care of the boarding, lodging, travel arrangements, immigration clearance and visas for all Contractor Staff engaged in providing Services.
- xix. Contractor shall arrange local transportation facility for all Contractor Staff.
- xx. The hours of work at the Site shall be decided by the Owner and the Contractor shall adhere to it.
- xxi. No personnel involved in the provision of Services under this Contract shall be deemed employees of the Owner. Neither Party shall be deemed to be a successor to the other Party under any union, labor, or collective bargaining agreement, or any other similar agreement, to which such Party is or may in the future be a party.
- xxii. The Contractor shall ensure that required Contractor Staff is always available at the Site. If in the opinion of Owner, number of Contractor Staff deployed at site to perform Services is not adequate to meet the time schedule for completion of Services, he may direct Contractor to mobilize additional manpower within reasonable time. In the event of failure of Contractor to mobilize additional manpower as directed by Owner, Owner may mobilize additional manpower at risk and cost of Contractor. Such manpower mobilized by Owner shall be treated as Contractor Staff.
- xxiii. The Contractor shall inform at least 2 (two) days in advance to the Owner of any leave of more than 3 (three) calendar days (other than sick leave) to be taken by Key Personnel.
- xxiv. The Contractor shall ensure that required Contractor Staff, in no case less than the minimum number of staff specified in Staffing Plan, is always available at the Plant. Contractor assures and agrees that no leave (for any reason whatsoever) shall be granted by the Contractor to its personnel pending confirmation of leave reliever/shift reliever as approved by the Owner. In addition, the Contractor shall make appropriate arrangements by providing replacement of Contractor Staff, acceptable to the Owner, to take care of responsibilities of Contractor Staff absent from work for any reason whatsoever so that work is not affected in any manner. The Contractor shall submit to the Owner details of qualified and experienced replacement of Contractor Staff for its approval before any Contractor Staff proceeds on leave.
- xxv. The Contractor shall not revoke the appointment of the Contractor's Resident Project Manager without the Owner's prior consent, which shall not be unreasonably withheld. If the Contractor proposes to appoint another Person as its representative then, it shall provide 14 (fourteen) days notice to the Owner requesting it to approve such



appointment. The provisions of this Clause 4.1 (xxv) shall apply mutatis mutandis to such replacement.

- xxvi. Additional manpower, beyond those specified in Staffing Plan, shall be deployed by Contractor at Plant at least one day prior to any planned or forced outage including any shutdown and start-up so as to complete the provision of the Services envisaged under this Contract in the shortest possible time without any delay and without any additional cost to the Owner.

#### 14.2.0 Authority of Resident Project Manager

- i. The Resident Project Manager appointed by Contractor shall be authorized and empowered to act for and on behalf of the Contractor on all matters concerning this Contract and its obligations hereunder. In all such matter, the Contractor shall be bound by the written communication, direction, request and decision given or made by the Resident Project Manager. The Resident Project Manager will direct and manage Contractor's resources and shall have full responsibility for performing the Services.
- ii. The Resident Project Manager will report to the Owner's designated officer in matters relating to performance of the Services.
- iii. All communications pertaining to the performance of the Services or any other matter relating to the Contract by the Contractor is required to be issued (by the Resident Project Manager or such other official of the Contractor who is authorized by the Contractor to issue notices and as communicated to the Owner at least 3 (three) days, in advance of issuance of any notice) to the following designated officer of the Owner:

Address for Notice to Owner:

**J.A.Shah**

**Additional General Manager(RE Proj.& Business Development)**

Gujarat Industries Power Company Limited

P.O.: Ranoli-391 350,

Dist: Vadodara, Gujarat, India

**Ph:0265-2234422**

(M) 9909925811

- iv. All communications by the Resident Project Manager to the Owner under this Contract shall be signed by the Contractor or such other officer of the Contractor who is duly authorized and empowered and as notified in advance of issuance of such communication to the Owner at least 3 (three) days in advance of issuance of such communication.
- v. Any communication made in non-compliance with this Clause 14.0 (Staffing and Authority) shall not be binding on the Owner.

#### 14.3.0 Owner's Staff



- i. Owner shall appoint a Plant Manager (such Person the "**Plant Head**") who shall be assisted by the other Owner's Staff. The Owner may, from time to time, appoint any other Person as the Plant Head in place of the Person previously so appointed, and shall provide not less than 7 (seven) days' notice of the name of such other Person to the Resident Project Manager.
- ii. Contractor shall report to the Plant Head.
- iii. Plant Head or Persons authorized by him shall co-ordinate with Contractor and supervise performance of Services.

The Plant Head may, at any time, assign duties and/or delegate to any Person, any of the powers and duties vested in it, upon notice to the Contractor. The Plant Head may also revoke such assignment or delegation and give notice of the same to the Contractor.

#### 14.4.0 General Personnel Requirement

- i. Contractor shall employ Staff including labour in sufficient numbers to ensure workmanship of the degree specified in this Contract and to the satisfaction of the Owner. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and workmanship of the degree specified in the Contract and to the satisfaction of the Owner.
- ii. The Contractor is expected to employ only such Persons, for the performance of Services, who have requisite experience of particular work.
- iii. The Contractor shall employ only qualified and medically fit Persons who are not below 18 (eighteen) years of age.
- iv. No female staff or labour shall be employed for night shifts or after darkness.
- v. Contractor's Staff shall wear identification badges at all times while on work at Site.
- vi. Contractor shall employ local people under unskilled workmen category.
- vii. Local people shall be given preference by Contractor in employment of staff and skilled workmen wherever local people with requisite skills are available.
- viii. Contractor shall comply with labour rules, regulations and statutes as per applicable labour laws.
- ix. All Contractor Staff shall be considered employees of Contractor only and Owner shall have no relation whatsoever with the Contractor Staff.
- x. The Contractor Staff shall work exclusively at the Site and they shall not be transferred / deputed to any other site of the Contractor, without prior written consent of the Owner.
- xi. For smooth functioning, the Contractor shall ensure that requisite number of the Contractor Staff shall be fluent in the local language of India spoken at the Site.



- xii. Payment shall be made on pro-rata basis for the day staff is present on-site. Further for the days staff is absent from site and no replacement has been provided, Contractor shall pay to the Owner man-month price on pro-rata basis. For example:

If staff is present for 26 days in a month of 31 days and man-month rate is Rs. 1,00,000/-, the net monthly payment for that staff Contractor shall be  $(26/31 \times 100000) - (5/31 \times 100000)$ .

#### 14.5.0 Discipline of Workmen

- i. The Contractor shall adhere to the disciplinary rules, regulations and procedures set by the Owner in respect of Contractor Staff at Site. The Owner shall be at liberty to object to the presence of any Contractor Staff at the Site if, in the opinion of the Owner, such Person's conduct is inappropriate or such Person is incompetent or negligent or otherwise undesirable or if there is malfeasance in the conduct of such Person's duties or responsibilities to be performed at Plant or if, in the opinion of the Owner, the presence of such Person poses a threat towards safety & security of the Plant or Services or creates an environment detrimental to the interest of the Owner. In such a case the Owner may give written notice to the Contractor identifying the Person(s) concerned and describing the complaint in detail. Upon receipt of such complaint, the Contractor shall immediately remove the relevant Person(s) from the performance of the Services and replace him with appropriate personnel.

#### 14.6.0 Foreign Personnel

- i. The Contractor shall submit to the Owner data on all personnel it proposes to bring into India for the performance of the Services under this Contract, at least 30 (thirty) days prior to their departure for India. Such data will include the name, present address, assignment and responsibility in connection with the Services and a short resume of the qualification, experience, etc. in relation to the work to be performed by each such Person.
- ii. Any Person unsuitable and unacceptable to the Owner shall not be brought to India. If any Person, brought to India, is found unsuitable or unacceptable by the Owner, the Contractor shall, within a reasonable time, make alternate arrangements for providing a suitable replacement and repatriation of such unsuitable personnel at its own cost.
- iii. No Person brought to India for the purpose of the Services to be provided under the Contract shall be repatriated without the consent of the Owner in writing, for which a written request for such repatriation, giving reasons for such an action, shall be made by the Contractor to the Owner. Permission for such repatriation may be given by the Owner provided they are satisfied that the Services to be provided by Contractor will not suffer due to such repatriation.
- iv. The cost of passports, visas and all other travel expenses to and from Site, incurred by the Contractor in relation to any foreign personnel shall be to its account. The Owner will not provide any residential accommodation for any of the Contractor Staff including foreign personnel and the Contractor shall make its own arrangements for that purpose.



- v. The Contractor and its expatriate personnel shall respect and comply with all Applicable Laws and shall not in any way interfere with Indian political and religious affairs and shall conform to any other rule and regulation which the Government of India, Government of Gujarat or any other Government Agency and the Owner may establish from time to time, in relation to them. The Contractor's expatriate personnel shall work and live in close co-operation and co-ordination with their co-workers and the community and shall not engage themselves in any other employment, either part-time or full-time nor shall they take part in any local politics.
- vi. The Owner shall assist the Contractor, to the extent possible, in obtaining necessary permits to travel to India and back, by issue of necessary certificates and other information needed by any Government Agency.

#### **15.0.0 MANNER OF EXECUTION OF CONTRACT**

- 15.1.0 The Owner/Purchaser after the acceptance of the 'Letter of Intent' by the Vendor/Contractor will send one copy of the final agreement to the Vendor/Contractor for his scrutiny and approval.
- 15.2.0 The agreement shall be signed on a date and time to be mutually agreed within the specified period.
- 15.3.0 The agreement will be signed in two (02) originals and the Vendor/Contractor shall be provided one signed original and the rest will be retained by the Owner/Purchaser.
- 15.4.0 The Vendor/Contractor shall provide free of cost to the Owner/Purchaser all the engineering data, drawings and descriptive materials submitted with the bid, in at least Four copies to form a part of the 'Contract' immediately after the issue of the 'Letter of Intent'. The Bidder shall also submit a scan/soft copy of all the documents submitted with the bid for records.
- 15.5.0 Subsequent to signing of the 'contract', the Vendor/Contractor at his own cost shall provide the Owner/Purchaser with at least 04 (Four) true copies of the 'Contract document' within Fifteen (15) days after the signing of the Contract.

#### **16.0.0 SUBCONTRACTS**

- 16.1.0 No part of the Contract shall be subcontracted without the prior written approval of the Owner, except for such minor items as may be specifically permitted in writing. The Contractor shall submit a list of proposed subcontractors along with their qualifications, track record, and scope of work for Owner's approval prior to commencement of any subcontracted work.
- 16.2.0 Approval of any subcontractor by the Owner shall not relieve the Contractor from any obligation, responsibility, warranty, guarantee, performance commitment, or liability under the Contract. The Contractor shall remain fully and solely responsible to the Owner for all acts, omissions, defaults, and performance of any approved subcontractor.
- 16.3.0 The Contractor shall ensure full flow-down of all relevant technical, quality, safety, statutory, environmental, confidentiality, and performance obligations to all approved subcontractors and vendors. Subcontractors shall comply with all applicable laws, labour regulations, safety requirements, and quality plans applicable to the Contract.
- 16.4.0 The Owner reserves the right to terminate any subcontract arrangement if the subcontractor's performance is found to be unsatisfactory, without prejudice to the Contractor's obligations under the Contract.



### **17.0.0 PROGRAMME OF WORK AND REPORTING**

17.1.0 The Contractor shall, within thirty (30) days of the Effective Date of the Contract, submit to the Owner for approval a detailed Programme of Work in Primavera P6 or equivalent software, covering:

- Engineering and design milestones including issue of drawings and approval cycles.
- Procurement and manufacturing schedule for all major equipment.
- Factory acceptance testing (FAT) / type testing schedules.
- Transportation, delivery, and inspection milestones.
- Civil construction, erection, installation, and interconnection activities.
- Testing, commissioning, trial operation, and OAT milestones.
- Revival and integration milestones for existing switchyard and substation infrastructure.
- VRFB system electrolyte filling, stack commissioning, and grid integration schedule.
- Punch point closure and Provisional Acceptance Certificate (PAC) schedule.
- Operational Phase mobilization and takeover milestones.

17.2.0 The Programme shall identify critical path activities, resource loading, interface dependencies with the Owner, GETCO/SLDC, and third parties, and shall be updated monthly. The Contractor shall submit monthly progress reports to the Owner and Engineer within five (05) working days of the end of each calendar month, highlighting:

- Actual progress against planned milestones.
- Critical path status and float consumed.
- Photographs of key activities.
- Planned activities for the next reporting period.
- Recovery plan for any delays, with revised programme where required.

17.3.0 Approval of the Programme by the Owner shall not relieve the Contractor of its obligations to achieve the Scheduled Commissioning Date (SCD) and other milestone dates as specified in the Contract.

### **18.0.0 TIME THE ESSENCE OF CONTRACT**

18.1.0 The time and the date of completion of the works as stipulated in the Tender document and so incorporated in the Letter of Intent (LoI), shall be deemed to be the essence of the contract. The Contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.

18.2.0 The Contractor shall submit detailed PERT network and shall discuss the network so submitted with the Owner of the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions shall form part of the Contract to be signed within One (01) month from the date of LOI. This schedule shall cover the works mentioned in the project completion schedule furnished by the bidder. During performance of the contract, if in the opinion of the Engineer proper progress is not maintained, suitable changes shall be made in the contractor's operations to ensure proper progress, as per PERT NETWORK.

18.3.0 The Bar/ PERT Chart provided by the Contractor shall be submitted to GIPCL for approval prior to commencement of the execution of the Project. All comments and modifications provided by GIPCL shall be incorporated and adhered to by the Contractor in the Timeline, Bar/ PERT Chart, detailed execution plan, etc. for execution of the Project.



18.4.0 The above PERT network shall be reviewed and periodic review reports shall be submitted by the Contractor as directed by the Engineer.

#### **19.0.0 PROGRESS REPORTS AND PHOTOGRAPHS**

19.1.0 During the various stages of the works in the pursuance of the Contract, the Contractor shall at his own cost submit periodic weekly and monthly progress reports on execution of works conforming to bar/ PERT Chart and format provided by GIPCL as may be reasonably required by the Engineer with such materials as charts, networks, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least two (02) copies.

19.2.0 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.

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

19.4.0 The progress achieved on various fronts like engineering, manufacture, procurement of sub-vendor items, supply etc, as compared to schedules shall be presented on the progress report. The reasons for variance, actual progress & corrective measures wherever necessary shall be brought out. Photographs shall be taken as & when indicated by the Engineer. Photographs shall be adequate in size, resolution and number and shall have proper orientation to reveal actual status of works.

19.5.0 Each Monthly progress report shall be submitted no later than the 5<sup>th</sup> day of the month following that in respect of which it is made.

#### **20.0.0 CO-OPERATION WITH OTHER CONTRACTORS**

20.1.0 The Contractor shall co-operate with the Owner/Purchaser's other Contractors & Consultants and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts.

20.2.0 It is envisaged that there will be number of areas where there would be interface between equipment to be supplied under this Contract and equipment proposed to be purchased under other enquiries. Contractor shall co-ordinate with all other manufacturers involved in design, control and instrumentation system which will perform the role contemplated without any problems. There shall be no extra cost involved for performing this role.

20.3.0 In such cases the Contractors may communicate directly with each other put two copies of such communications, all drawings referred to therein. And records of all discussions or conferences between them shall be sent at the same time to the Owner/Purchaser by the originating party.

20.4.0 Receipt of such copies by the Owner/Purchaser shall not imply approval of the contents thereof unless such approval is given in writing, and shall not relieve the respective Contractors of the



obligation of supplying between them everything within the scope of their contract necessary for the proper operation of the plant.

- 20.5.0 Neither Contractor shall submit to Owner/Purchaser for approval any drawings or proposals which affect the other Contractor unless he has obtained prior written agreement from the other Contractor.
- 20.6.0 Should the occasion arise that either Contractor considers that the other has failed or will fail to supply any necessary information the lack of which will prejudice the former's obligations; he may seek Owner/Purchaser's assistance in having such information provided.
- 20.7.0 Subject to the rights under the Contract, the decision of the Owner/Purchaser shall be final in the event of any disagreement between the Contractors which cannot be resolved mutually.

#### **21.0.0 DUTIES OF THE ENGINEER**

- 21.1.0 The Contractor based on the instructions and orders given by the Engineer shall execute all works under the contract. To eliminate delays and avoid disputes and litigation, all matters and questions shall be referred to the Engineer and his decision shall be final.
- 21.2.0 The scope of the duties of the Engineer pursuant to the 'Contract' will include but not limited to the following:

Interpretation of all the terms and conditions of these documents and specifications. Review and interpretation of all the Vendor's/Contractor's drawings engineering data, etc. Witness or authorize his representative to witness tests and trials either at the Manufacturer's works or at 'Site', or at any place where work is performed under the 'Contract'.

Inspect, accept or reject any equipment, material and work under the 'Contract'. Issue certificate of acceptance and/or progressive payment and final payment certificates. Review and suggest modifications and improvements in completion schedules from time to time, and supervise the quality assurance programme implementation at all stages of the 'Works'.

- 21.3.0 For the discharge of his duties, the Engineer may designate an Engineer's representative to whom the Engineer may delegate any of the powers, discretion, functions and authorities vested in him.

#### **22.0.0 RESPONSIBILITY OF CONTRACTOR**

- 22.1.0 The Contractor shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with this tender including but not limited to its specification, schedules, and annexure. The Contractor shall further provide guarantee and be responsible for the quality and workmanship of all materials and completed works, correct designs and drawings, correct delivery of material, spares, erection, testing and commissioning.

#### **23.0.0 HINDRANCE REGISTER**

- 23.1.0 The Contractor shall maintain at Site a Hindrance Register for recording all events affecting or likely to affect the progress of work. The following categories of events shall be recorded in the Hindrance Register:
- Site access constraints or restrictions imposed by the Owner, statutory authorities, or third parties.



- Interface delays with GETCO, SLDC, Grid operator, or other government agencies.
- Shutdown constraints or planned outages of existing electrical infrastructure required for integration works.
- Utility non-availability (power, water, communications) at site.
- Statutory or regulatory restrictions impeding Works execution.
- Delays in drawing / document approvals beyond agreed review periods.
- Exceptional weather events exceeding the meteorological base data adopted for planning.
- Any other hindrance not attributable to the Contractor's default.

23.2.0 The Hindrance Register shall be jointly reviewed by the Contractor and the Owner's Representative / Engineer at the site coordination meetings and shall be signed by both parties. The register shall form part of the supporting documentation for any application for Extension of Time under the Contract, if otherwise admissible. Maintenance of the register by itself shall not constitute an automatic entitlement to extension of time or additional costs.

#### **24.0.0 PAYMENTS PROCEDURE**

##### **I. Invoice Submission:**

24.1.0 All invoices / Running Account Bills shall be submitted in the format prescribed by the Owner, together with the following supporting documents as applicable to the payment milestone:

- Milestone completion certificate / measurement records.
- Inspection Release Certificate / Dispatch Clearance Certificate.
- Site Acceptance Report for construction milestones.
- Commissioning records and PAC for commissioning milestone.
- Time-block-wise data, calculations of System Availability and Round-Trip Efficiency for O&M invoices.
- Statutory compliance certificates (PF, ESI, labour licence, etc.) for construction phase invoices.
- GST invoices in the prescribed format with correct HSN/SAC codes.
- Any other supporting documents required by the Owner or as per Contract.

##### **II. Payment Terms Summary:**

The total contract price is categorized into components and is mentioned in clause 15, Sec-5.

##### **III. O&M Payment:**

24.2.0 Monthly O&M bills shall be submitted with time-block-wise availability and RtE data. Payment shall be released within thirty (30) days as per GIPCL standard. If the Owner disputes a bill, the Contractor shall be paid 50% of the invoice amount; the Owner shall raise a Bill Dispute Notice within 30 days. O&M charges shall be capped at 1% of EPC Capital Cost per year with an annual escalation of 2.5%.

##### **IV. Certification and Payment Timeline:**

24.3.0 The Owner / Engineer shall certify invoices within fifteen (15) working days of receipt of the complete invoice with all supporting documents. Payment shall be released within thirty (30) days of certification.



**V. Withholding and Recovery:**

24.4.0 The Owner shall be entitled to withhold, recover, adjust, or deduct from any payment due to the Contractor any amounts in respect of Liquidated Damages, taxes, statutory deductions (TDS, etc.), disputed amounts, cost of rectification of defects carried out by the Owner, or any other dues payable by the Contractor under the Contract.

**25.0.0 FINAL BILL**

25.1.0 The Final EPC Bill relating to the Contract shall be prepared only after the successful completion of Performance Guaranteed Test of the BESS plant and taking over by GIPCL and it will include the adjustments of all claims against the Contractor by the Owner.

**26.0.0 ENGINEERING DATA**

26.1.0 The furnishing of engineering data by the Vendor/Contractor shall be in accordance with the schedule as per specification in the data sheet. The review of these data by the Engineer will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under 'Specification', external connections and of the dimensions which might affect plant layout. This review by the Engineer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the Engineer shall not be construed by the Vendor/Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

26.2.0 All engineering data submitted by the Vendor/Contractor after final process including review and approval by the Engineer shall form part of the Contract and the entire 'Works' covered under these specifications shall be performed in strict conformity unless otherwise expressly requested by the engineer in writing.

**27.0.0 DRAWINGS**

27.1.0 In addition, the Vendor/Contractor shall furnish the 'editable Soft copy' of all essential drawings in addition to full size prints. Drawings shall be submitted in adequate number of copies as indicated in Volume II, Section -1, General Technical Specification.

**28.0.0 MISTAKES IN DRAWINGS**

28.1.0 The Vendor/Contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings and particulars have been approved by Engineer or not provided that such discrepancies, errors, or omissions be not due to inaccurate information or particulars furnished in writing to the Vendor/Contractor by the Owner/Purchaser or the Engineer.

**29.0.0 INSTRUCTION MANUALS**

29.1.0 The Vendor/Contractor shall furnish all required instruction manuals in adequate number of copies as indicated in Volume II, Section -1, General Technical Specification.



### **30.0.0 REFERENCE STANDARDS**

- 30.1.0 The Codes, and/or standards referred to in the 'Specification' shall govern, in all the cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in the matter, the same shall be referred to the Engineer whose decision shall be final and binding.
- 30.2.0 The work shall be executed in conformity with the relevant standard of Bureau of Indian Specification (or equivalent International Standard), Electricity Rules, 2010 (as amended up to date), Indian Electricity Act, CEA/PGCIL/POSOCO/CTUIL/WRLDC guidelines & regulations, BARC/DAE rules, Explosive Act 1948, Petroleum Act 1934, National Building Code and relevant Rules in vogue at the time of execution including operation and maintenance period
- 30.3.0 If the bidder wants to follow standards other than those specified in the specification, then he must get specific confirmation from the owner to follow these standards.

### **31.0.0 MATERIALS AND WORKMANSHIP**

- 31.1.0 All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant Bureau of Indian Standard (BIS) specification wherever Indian specifications apply or British Standard (BS) or International Electro-technical Commission (IEC) or internationally accepted standard.
- 31.2.0 The Contractor shall supply and deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading and unloading and safe storage of materials at project site at his own cost and risk.
- 31.3.0 If the Contractor offers equipment manufactured in accordance with other international well recognized standards, he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only as far as possible
- 31.4.0 NO deviation in Foreign Exchange rate shall be admissible at any point of time after submission of Bid

### **32.0.0 QUALITY ASSURANCE PROGRAMME**

- 32.1.0 To ensure that the equipment and services under this scope of this 'Contract' whether manufactured or performed within the Vendor's/Contractors works or at his sub-vendor's/sub-contractors premises or at the owner's/Purchaser's 'Site' or any other place of works are in accordance with the 'Specification', the Vendor/Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Vendor/Contractor and shall be finally accepted by the Engineer after discussions. A quality assurance programme of the Vendor/Contractor shall generally cover the following:



- Bidder organisation structure for the management and implementation of the proposed quality assurance programme.
- Documentation control system.
- The procedure for purchase of materials, parts, components and selection of sub-vendor's/sub-contractors service including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased, etc.
- System for shop manufacturing and site erection controls including process controls and fabrication and assembly controls.
- Control of non-conforming items and systems for corrective actions,
- Inspection and test procedure both for manufactured and field activities.
- Control of calibration and testing of measuring and testing equipment.
- System for indication and appraisal of inspection status.
- System for quality audits
- System for handling storage and delivery, and
- System for maintenance or records.

### **33.0.0 INSPECTION, TESTING AND INSPECTION CERTIFICATE**

- 33.1.0 The Owner and/or his duly authorized representative shall have at all reasonable times access to the contractor premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of works is being manufactured or assembled on other's premises of works, the contractor shall obtain for the Owner and for his duly authorized representative, permission to inspect, as if the works were manufactured or assembled on the contractors own premises.
- 33.2.0 The Contractor shall furnish in English translation of the standards to which shop tests on equipment shall conform. He shall finalize the test methodology, test set up furnish list of tests and their approximate time and place of tests to the Owner.
- 33.3.0 The Contractor shall give the Owner Inspector fifteen (15) days notice by e-mail/Letter of any material being ready for testing. Such tests shall be to the contractor's account excluding the expenses of the Inspector towards all lodging and boarding. The Owner/ Inspector, unless the inspection of the tests is virtually waived, shall attend such tests within thirty (30) days from the date on which the equipment is notified as being ready for inspection/witnessing of test, failing which, the Contractor may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of the test results/certificates in triplicate for approval. The Contractor shall assemble equipment and carry out shop test in the works in the presence of GIPCL's Engineers or representatives or hired agency.



- 33.4.0 The Owner/Purchaser or Inspector shall within seven (07) days from the date of inspection as defined herein give notice in writing to the Contractor of any objection to any drawings unless already approved earlier testing procedure and testing facilities and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The Contractor shall give due consideration to such objection and shall make the modifications that may be necessary to meet the said objections or otherwise, the Owner at his liberty may reject all or any component of plant or workmanship connected with such work
- 33.5.0 When the factory tests have been completed at the contractors or sub-contractors works, the Owner/Purchaser/Inspector shall issue a certificate to this effect within seven (7) days after completion of tests but if the tests are not witnessed by the Owner/Purchaser/Inspector to issue such a certificate shall not prevent the contractor from proceeding with the contract. The completion of these tests or the issue of the certificate shall not bind the Owner/Purchaser to accept the equipment should it, on further tests after erection, can be found not to comply with the contract.
- 33.6.0 In all cases where the contract provides for tests whether at the premises of works of the contractor or any sub-contractor the Contractor where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water stores, apparatus and instruments, as may reasonably be demanded by the Owner/Purchaser/Inspector or his authorized representative(s) to carry out effectively, such tests of the equipment in accordance with the contract and shall give facilities to the Owner/Purchaser/Inspector or to his authorized representative to accomplish testing.
- If the Owner desires, testing of any component(s) of the plant be carried out by an independent agency, the inspection fee, if any, shall be paid by the Owner. However, the Contractor shall render all necessary help to GIPCL whenever required free of charge.
- 33.7.0 The inspection by the Owner/Purchaser and issue of inspection certificate thereon shall in no way limit liabilities and responsibilities of the Contractor in respect of the agreed quality assurance programme forming a part of the contract.
- 33.8.0 Final acceptance letter after witnessing the test by the Owner/Purchaser's representative shall be issued by the office awarding this contract. The contractor shall dispatch the equipment after receipt of the letter of consent from the office awarding the contract.
- 33.9.0 The Owner or his authorized representative shall have the right to carry out inward inspection of the items on delivery at the Site and if the items have been found to be not in line with the approved specifications, shall have the liberty to reject the same.
- 33.10.0 Final acceptance letter for the test certificates will be approved by the Owner/Purchaser within 10 (Ten) days from the date of receipt of test reports. The Contractor has to provide the necessary testing reports to GIPCL as and when required.
- 33.11.0 Neither the waiving of inspection nor acceptance after inspection by GIPCL shall, in anyway, absolve the Contractor of the responsibility of supplying the plant and equipment strictly in accordance with specification and drawings etc.
- 33.12.0 If any item is not found conforming to standards during test / inspection, the same shall be replaced / rectified by Contractor without any cost to Owner and shall be re-offered for inspection.



33.13.0 The work is subject to inspection at all times and at all places by Owner. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is carried out according to the relevant codes of practice.

33.14.0 Decision of the Owner in regard to the quality of work and materials and performance to the specifications and drawings shall be final.

#### **34.0.0 TESTS**

34.1.0 Tests shall be carried out as stipulated in the bid documents. If the tests to be carried out are against payment basis, these test charges will also be taken into consideration for evaluation. Hence Bidder shall specifically state whether tests are included in equipment costs or Chargeable basis. If the bidder has not mentioned anything about this then it shall be construed that charges for the tests will be borne by the bidder and included in equipments costs.

Payment of Test charges are in scope of contractor only. Contractor shall quote charges inclusive of testing charges and statutory fees. In case of re-testing is required due to whatsoever reason, re-testing charges shall be borne by the contractor.

#### **34.2.0 AUTHORISED TEST CENTRES**

The electrical, mechanical, communication and other equipment/material deployed in the Project shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the reputed labs of the respective equipment (preferably NABL Accredited Test Centres) in India. In case of equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable as recommended in 23.1.0, Volume II, Section 2.3.

#### **35.0.0 DESIGN COORDINATION**

35.1.0 The Vendor / Contractor shall be responsible for the selection and design of appropriate equipment to provide the best coordinated performance of the entire system. The basic design requirements are detailed out in the 'Specification'. The design of various components, sub-assemblies and assemblies shall also be done, so that it facilitates easy field assembly and maintenance, and the natural frequency of the complete Plant/BESS is not critical at or close to the operating range of the Plant/BESS.

#### **36.0.0 DESIGN COORDINATION MEETINGS**

36.1.0 The Vendor/Contractor will be called upon to attend design coordination meetings with the Owner/Purchaser along with consultant, other Vendors/Contractors and the Engineers during the period of the 'Contract'. The vendor/Contractor shall attend such meetings as and when required and fully co-operate with such persons and agencies involved during those discussions.

#### **37.0.0 MANUFACTURING SCHEDULE**

37.1.0 The Vendor/Contractor shall submit to the Engineer, his manufacture and schedules for all equipment within (30) thirty days from the date of 'Letter of Intent'. Such schedules shall be in



line with the detailed network for all phases of the work of Vendor/Contractor. Such schedules shall be reviewed, updated and submitted to the Engineer once in a month thereafter by the Vendor/Contractor to ensure contracted delivery schedule of supply erection & commissioning.

### **38.0.0 TERMS OF DELIVERY**

38.1.0 All items are to be delivered to destination with the time specified in the contract. Destination of delivery shall be on Free on Road (FOR) Destination Gujarat Industries Power Company Limited PO: Ranoli-391350, Dist.: Vadodara, Gujarat, India.

38.2.0 In case of imported items, if any, the contractor shall be responsible for shipping the equipment in assembled conditions or to the maximum extent of assembly practicable unless otherwise stated in the contract.

38.3.0 The Owner reserves the option of accepting equipment fully assembled and to waive the need for unpacking.

38.4.0 In case of imported items if any, the contractor shall pay all dock and harbor dues and all other expenses whatsoever incurred in connection with the import of plant/equipment into India.

38.5.0 The Onus of transport and delivery of all goods/equipment both indigenous & imported from source/works to project site shall be rest with the contractor completely as a part of this EPC Contract.

38.6.0 The Contractor shall deliver the equipment of the plant and machineries in accordance with the terms of the Contract at the time(s) to the place(s) and in the manner specified in the Contract. The Contractor shall comply with instructions that may be given by the Owner from time to time regarding the transit of the plant and material.

38.7.0 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Owner immediately after dispatch or delivery from the manufacturing works. The Contractor shall supply to the consignee Invoice in triplicate and packing account of all stores delivered or dispatched by him.

38.8.0 In case of any occurrence of loss or damage in transit, it shall be the liability of the Contractor to initiate or pursue the claim with the Insurance Company. It should take immediate steps to repair the damaged apparatus or replacement there to.

### **39.0.0 PACKING, FORWARDING AND SHIPMENT & PACKAGING**

39.1.0 The Contractor will be responsible for the goods being properly packed and marked for shipment by Rail, Road Sea or Air to see that goods are delivered in an acceptable condition at project site. Goods shall be assembled to the maximum extent practicable prior to dispatch. All goods shall be packed so as to withstand unusually rough handling. Packing case size and weights shall take into consideration the remoteness of the delivery point and absence of heavy handling facilities during transit and exposure to extreme temperature, salt and precipitation during transit & storage. Wherever necessary Heavy equipment should be mounted on skids, so that the cable slings may be readily attached. Packaging of complete units is desired in those instances where item is to be warehoused upon acceptance and later re-dispatched or issued



as a complete unit. Special packing instructions may be included in the specification for each item.

39.2.0 The contractor wherever applicable shall after proper painting, pack and crate all equipment in a manner suitable for import/export to a tropical, humid climate region in accordance with the internationally accepted import/export practices and in such a 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.

39.3.0 The Contractor shall give complete information concerning the weight, size content of each package including any other information the Owner may require, such as date of shipment from works and port of embarkation as well as expected date of arrival of such shipment at the designated port of arrival at site etc. The following documents shall be couriered to the Owner within Seven (07) days from the date of shipment.

- Bill of lading ( 5 non-negotiable copies )
- Invoice (5 copies )
- Packing list ( 5 copies )
- Inspection Certificate ( 5 copies )
- Test Certificate, wherever applicable ( 5 copies)
- Invoice for Ocean freight ( 5 copies )
- Certificate of Country of Origin ( 5 copies )
- Certificate of Insurance ( 5 copies )
- Documents regarding Third party inspection, if applicable(5 copies)
- O & M Manuals &/or Catalogues
- Any other document as required by Bank (5 copies).

39.4.0 For Indigenous Equipment:

The following documents shall be sent by courier to the Owner within three (3) days from the date of dispatch of each consignment:

- Invoice (5 copies)
- Photo copies of the clean lorry receipt (5 copies)
- Contractors signed Invoice (5 copies)
- Challan & Packing list (5 copies)
- Inspection Certificate (5 copies)
- Approved Test Certificates, wherever applicable (5 copies)
- Certificate of Insurance (5 copies)
- O & M Manuals &/or Catalogues

39.5.0 The distribution of copies of the above documents shall be as follows:

- |  |   |           |
|--|---|-----------|
| i. Additional General Manager /RE Project & BD/GIPCL, Vadodara | : | 1 copy    |
| ii. Finance & A/c Dept. GIPCL, Vadodara                        | : | 1 copy    |
| iii. Project Manager/ PROJECT                                  | : | 3 copies. |

39.6.0 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The Contractor shall



further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works till the site and also till the equipment is erected, tested and commissioned. The Contractor shall be solely responsible for proper storage and safe custody of all equipment.

39.7.0 Ocean transportation shall preferably be by Indian Flagship vessels.

39.8.0 New materials shall be used for Packing and all packing materials become property of the owner on receipt of material at site.

39.9.0 Each individual package of each shipment shall be clearly marked for identification as follows:

a) Name address of the consignee:

**J.A.Shah**

**Additional General Manager(RE Proj.& Business Development)**

Gujarat Industries Power Company Limited

P.O.: Ranoli-391 350,

Dist: Vadodara, Gujarat, India

Ph:0265-2234422

(M) 9909925811

b) Project name: 120MWh Vanadium Redox Flow Battery Project at GIPCL, Vadodara, Gujarat

c) Contract No:

d) Packing No:

e) Net weight/Gross weight:

f) Port of lading:

g) Destination port:

h) Ultimate destination:

39.10.0 All packages must be marked consecutively from number one upwards covering all shipments until completion of the contract without repeating the same number.

39.11.0 Each box, crates, case bundles or each piece of loose material shall be painted with a combination of one green band and one red band of at least 4cm wide each, round the body of the box, crates etc., as the case may be. The purpose of color band is for easy identification of GIPCL cargo, during customs clearance.

#### **39.12.0 PACKAGING**

All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage on deterioration during transit, handling and storage at site till the time or erection while packing all the materials, the limitations from the point of view of availability of railway wagon sizes in India should be taken account of. The Vendor/Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

#### **40.0.0 SHIPPING NOTES & DOCUMENTS**



- 40.1.0 The Contractor shall supply shipping documentation strictly in the English language. The Onus of transport and delivery of all goods/equipment to be imported from source/works to project site shall rest with the contractor completely as a part of this EPC Contract. The Contractor shall have to arrange any clearance, permission, if required at his own risk and cost, from any Government (Government of State and Government of India) or any Government (Government of State and Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at any site. Necessary certificates if so required shall be issued by GIPCL within reasonable time after getting written request from the Contractor along with the necessary documents substantiating necessity of such approvals
- 40.2.0 Shipping procedure for imported equipment: The contractor shall make his own arrangement for shipment and may appoint their forwarding agent. The Guidelines of Ministry of shipping & Surface transport/ Government of India shall be followed.
- 40.3.0 Packing list which must indicate whether shipment is partial or complete and which shall incorporate the following information on each container, etc., according to its individual shipping number:
- a) Export case markings
  - b) Case number
  - c) Gross weight and net weight in kilograms
  - d) Dimensions in centimeters
  - e) Complete description of materials with identification of all parts to the respective drawings, catalogues and instruction manuals. The identification of the parts shall be contained on an identification tag fastened to the respective part.
- 40.4.0 The shipping documents shall include the following:
- Bill of lading/airway bill, signed invoices, packing list, certificate of country of origin, Owner certificate accepting shipment, a certificate from the contractor that drawings/documents for the purpose of customs clearance have been enclosed with the packages for shipment etc.
- 40.5.0 The signed invoice must indicate the following:
- a) Details of goods, i.e. names, types, qualities, quantities, net weights and other particulars as available for each type including trademarks or other symbols of such goods.
  - b) Selling price or value of goods per unit expressed in the type of currency under transaction. This price or value shall be the actual price or value of goods as stated in the price schedule.
  - c) Other expenses:
    - i. Packing charges if any.
    - ii. Insurance premiums, if insured.
    - iii. Freight.
    - iv. Others, if any.
- 40.6.0 In case of shipment by airfreight, the airway bill number, name of the airline, flight number and date of arrival in Bhuj/Vadodara/Ahmedabad(Gujarat, India) shall be advised immediately to GIPCL as advance intimation.



40.7.0 In case of short/shipment for which the Contractor is responsible, he shall make prompt delivery of the short/shipped goods at no cost to GIPCL, and the Contractor shall bear all additional expenses incurred by GIPCL due to such short-shipment. The Contractor shall bear all additional expenses including customs duty (since the additional expenses including customs duty (since the consignment would have already suffered Customs duty in the first instance itself).

#### **41.0.0 LIABILITIES DURING TRANSIT**

41.1.0 The Contractor shall be responsible for loss, damages, or depreciation to goods or of plant, equipment, and machineries up to delivery at the Site.

#### **42.0.0 INSURANCE**

42.1.0 The Contractor shall, at his own cost, arrange and maintain appropriate insurance coverages in accordance with GIPCL General Conditions of Contract and applicable statutory requirements.

42.2.0 For all materials related to Insurance please refer **Appendix-25- Insurance Documents**.

42.3.0 The insurance shall include, but not be limited to, the following:

1. Storage-cum-Erection / Erection All Risk (EAR) Insurance covering all plant, machinery, equipment, materials, and works from the time of unloading at site up to completion of erection, testing, commissioning, and handing over.
2. The Sum Insured under the EAR policy shall be for a value not less than one hundred and ten percent (110%) of the value of Plant and Machinery, including cost of erection, testing, duties, freight, and other associated costs.
3. Contractor's Plant and Machinery (CPM) Insurance for all construction equipment deployed at site.
4. Third Party Liability Insurance covering bodily injury and property damage.
5. Workmen Compensation / Employee Insurance for all personnel employed at site.
6. All insurance policies shall be taken in the joint names of GIPCL and the Contractor and shall remain valid till completion of the works including defect liability / maintenance period, as applicable.
7. The insurance scheme and coverage shall be strictly as per GIPCL requirements.

#### **43.0.0 SAFETY MEASURES**

43.1.0 The Contractor shall establish, implement, and maintain comprehensive safety procedures during design, engineering, manufacture, transportation, storage, erection, testing, commissioning, trial operation, and throughout the entire Operational Phase. The Contractor's safety obligations shall include but not be limited to the following:

- Compliance with all applicable laws, rules, regulations, and statutory requirements including the Factories Act, Electricity Act, CEA Safety Regulations, Environmental Protection Act, Building and Other Construction Workers Act, and any other laws applicable to the Works.



- Adherence to Owner's safety rules, electrical safety procedures, permit-to-work system, fire safety rules, and Prudent Utility Practices at all times.
  - Provision of adequate PPE (Personal Protective Equipment) to all personnel engaged on the Works, including acid-resistant clothing, face shields, and chemical handling equipment for electrolyte operations.
  - Conduct of safety induction training for all site personnel before commencement of work at site.
  - Preparation and maintenance of Emergency Response Plans (ERP), including chemical spill response, fire response, and medical emergency procedures specific to VRFB system operations.
  - Appointment of a qualified and experienced Safety Officer at site throughout the construction and O&M phases.
  - Incident and near-miss reporting, investigation, and corrective action within timelines specified by the Owner.
  - Installation and maintenance of safety signs, barriers, lockout/tagout systems, fire extinguishers, first aid kits, and emergency shower/eyewash stations in the VRFB equipment area.
  - Compliance with all safety requirements applicable to 132 kV electrical systems, high-voltage equipment, and grid-connected BESS operations as per CEA regulations.
- 43.2.0 Adequate safety training, emergency response arrangements, incident reporting, and safety supervision shall be provided at no additional cost to the Owner. Any breach of safety obligations by the Contractor shall entitle the Owner to suspend or stop the Works until the breach is rectified.

#### **44.0.0 HAZARDOUS MATERIAL AND ELECTROLYTE MANAGEMENT**

- 44.1.0 The Contractor shall be fully responsible for the safe design, handling, transportation, storage, use, containment, spill response, recovery, recycling, and disposal of all hazardous materials and chemicals used under the Contract. This includes but is not limited to vanadium electrolyte (vanadium pentoxide in sulphuric acid solution), concentrated sulphuric acid, nitrogen gas, chemical additives, oils, greases, paints, solvents, and cleaning agents.
- 44.2.0 The Contractor's obligations in respect of hazardous material management shall include:
- Preparation and submission to the Owner of Material Safety Data Sheets (MSDS) for all hazardous substances used in the VRFB system and associated equipment.
  - Design and construction of adequate bunding, secondary containment structures, and acid-resistant coatings for all electrolyte storage and process areas, with containment volume not less than 110% of the maximum electrolyte volume in the facility.
  - Preparation and maintenance of a Chemical Inventory Register and Hazardous Material Management Plan.
  - Provision of chemical spill response kits, neutralizing agents (e.g., soda ash), and trained first responders at site.
  - Proper labeling of all chemical containers, pipelines, and storage vessels as per MSDS requirements.
  - Disposal of waste electrolyte, used chemicals, and contaminated materials in accordance with the Hazardous Wastes (Management and Handling) Rules and applicable environmental regulations.



- Compliance with the E-Waste (Management) Rules 2016 for disposal of VRFB components, electronics, and batteries at end of life or during replacement.
- Reporting of any chemical spill, leakage, or environmental incident to the Owner within one (01) hour of occurrence, with written report within twenty-four (24) hours.

44.3.0 The Contractor shall be responsible for the proper management, handling, and disposal of all waste electrolyte, spent VRFB stacks, BMS electronics, PCS components, and other battery-related waste generated during the EPC phase, the O&M period, and upon decommissioning of any replaced components, in accordance with:

- The Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- The E-Waste (Management) Rules, 2016 and amendments thereto.
- The Battery Waste Management Rules, 2022 and any subsequent amendments.
- Any guidelines issued by CPCB, GPCB, or other applicable regulatory authorities for vanadium compound handling and disposal.

44.4.0 The Contractor shall establish a take-back/recycling arrangement with the VRFB system OEM or a licensed recycler for end-of-life electrolyte regeneration and recovery. Vanadium electrolyte shall not be disposed of as liquid waste; spent electrolyte shall be reprocessed, regenerated, or recycled as per applicable norms. Documentation of all disposal/recycling activities shall be maintained and made available to the Owner on request.

44.5.0 The Owner reserves the right to audit the Contractor's hazardous material management practices at any time during the Contract period.

#### **45.0.0 STATUTORY OBLIGATIONS**

45.1.0 The Contractor shall comply with all applicable laws, by laws, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits & licenses etc. at its own cost.

#### **45.2.0 VRFB BESS Specific Statutory Approvals:**

Without limiting the generality, the Contractor shall obtain, coordinate, and maintain all approvals, clearances, inspections, permissions, and compliances required for the VRFB BESS project, including:

- Electrical Inspectorate approval for HT/LT electrical installations and 132 kV switchyard works.
- CEA compliance as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations and CEA (Measures Relating to Safety and Electric Supply) Regulations.
- GETCO / STU approval and coordination for grid connectivity, protection relay settings, metering configuration (Main Meter + Check Meter at GETCO substation and backup meter at generation side), SCADA/RTU installation, communication equipment, and UGFO cable requirements.



- SLDC registration, scheduling, and dispatch coordination including punch-in obligations as per IEGC and applicable GERC Regulations.
- GEDA (Gujarat Energy Development Agency) / relevant authority certification for commissioning and COD of the VRFB BESS, as applicable.
- Environmental clearances as applicable.
- Registration and compliance under Hazardous Wastes Rules for vanadium electrolyte and chemical handling.
- Compliance with E-Waste (Management) Rules 2016 for end-of-life equipment disposal.
- Any other approvals required by the Electricity Act, Environment Protection Act, or other applicable statutes.

**45.3.0 Grid Compliance:**

- The VRFB BESS system shall comply with all applicable grid code requirements including reactive power capability requirements as per CEA regulations, grid-forming inverter compliance, DSM/UI obligations, and any other requirements of the Grid Code/IEGC as applicable. DSM/UI charges, if any, attributable to the Contractor's failure shall be borne by the Contractor.

**46.0.0 CUSTOMS DUTY**

46.1.0 The customs clearance at the port of entry in India if any and transportation to site from the said port of entry shall be made by the Contractor. All custom duties taxes port charges and etc., if any shall be paid by the Contractor directly to the authorities concerned. Concessional customs duty if any availed by the contractor, the same shall be passed on to GIPCL.

**47.0.0 TAKING OVER**

47.1.0 Upon successful commissioning followed by completion of Operational Acceptance Test (OAT), completion of Performance Guarantee (PG) test and acceptance of PG test by the owner, attending all Punch points to the satisfaction of owner/GIPCL & all contractual obligations fulfilled, the Owner shall issue a Taking Over Certificate (as per Appendix-32) as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Owner/Purchaser delay the issuance thereof, on account of minor omission or defects which do not affect 'Commercial Use' and/or cause any serious risk to the equipment. However, besides that specified conditions governing the period under guarantee, additional conditions may be imposed and agreed to between the Owner for assured fulfillment of contractual obligations.

**48.0.0 WARRANTY**

48.1.0 The Contractor shall warrant that the equipment/Goods supplied will be new unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and free from defects in material and workmanship for a period of eighteen month (18) calendar months commencing immediately upon the issue of Taking Over commissioning Certificate by GIPCL or 12 months from Operational Acceptance free operation, whichever is earlier of the Battery Energy Storage System rated for 20MW/120MWh at the point of injection 132kV GIPCL Substation using Vanadium Redox Flow Battery Technology with all associated electrical, mechanical and civil systems for the project.



The Contractor's liability shall be limited to the replacement/repair of any defective parts in the equipment/ system under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are not repairable at the site and are not in meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the Contractor unless otherwise arranged at the cost of Contractor. No repairs or replacement shall normally be carried out by the Engineer when the plant is under the supervision of the Contractor's supervisory engineers.

48.2.0 The contractor shall ensure that OEM provides the minimum warranty period for the following equipment's as given below:

- i.Stacks - 10 years
- ii.Pumps – 5 years
- iii.Electrolytes - 25 years
- iv.PCS - 10 years

48.3.0 In the event of an emergency wherein the judgment of the Engineer, delay would cause serious loss or damage, repairs, or adjustments may be made by the Owner or by a Third party chosen by the Owner with notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event of such action being taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor's liability under the terms and conditions of the Contract.

48.4.0 If it becomes necessary for the Contractor to replace or renew/ rectify any defective portions of the plant/ defective work executed under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed/ rectified until the expiration of twelve (12) months from the date of such replacement or renewal/ rectification. If any defects are not rectified within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

48.5.0 The replaced new parts shall be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost for such repair.

48.6.0 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the plant or defective work carried out by the Contractor, the same shall be borne by the Contractor.

48.7.0 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligation under this clause.

48.8.0 In case of those defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will minimize interruption/ dislocation to the maximum extent, in the operation of the plant and equipment.

48.9.0 At the end of the Warranty Period, the Contractor's liability ceases except for latent defects. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee is provided by such Sub-Contractors, the Owner shall be entitled to the benefit of such longer guarantee.



48.10.0 It should be clearly understood that all expenses in respect of replacement/ repair/ rectification during the warranty period including but not limited to transportation cost, all taxes, duties and levies as applicable, etc., till such parts are installed in the plant after necessary repairs/ replacement and the plant is put back in to operation, shall also be to the Contractor's account.

48.11.0 This clause shall be read in conjunction with Cl.No. 49 below in this section.

#### **49.0.0 GUARANTEE**

49.1.0 The Contractor shall guarantee that the equipment being supplied under this Contract shall be new and of first quality workmanship and shall have no defect in manufacture, for the purpose intended. The guarantee shall be for 60 months for the critical equipment such as stacks, electrolytes, tanks, pipes, valves, motors, pumps, sensors and PCS etc

49.2.0 If during the said guarantee period, the Owner/Purchaser finds any materials to be containing manufacturing defects or defect in workmanship, the Contractor would be required to replace such defective equipment free of charge. The above guarantee shall also apply to defects noticed up to stage of erection, testing and commissioning of each system. The Contractor shall bear all the expenses incurred in connection with replacement against such defective equipment inclusive of all freight both inland and overseas, insurance, customs levies, forwarding and clearing all demurrage and other incidental charges involved in delivering the said equipment to the Owner/Purchaser's specified destination. The charges for erection of such replacement shall not be paid by the Owner/Purchaser. The decision whether correction of the defects would be by repair or by replacement shall be mutually discussed and decided to the satisfaction of the Owner.

49.3.0 The Contractor shall take all necessary steps for expediting clearance and delivery of the replacement which may be required to be made by him under this clause.

49.4.0 The Owner/Purchaser and the Contractor shall mutually agree to Programme of replacement, renewal or repair which will minimize any interruption in the commercial use of the equipment.

49.5.0 In the event, the Contractor fails to undertake necessary steps to repair or replace defective materials as stipulated above after receiving notice from the Owner/Purchaser of any defect in the materials or failure of any material to conform to the specifications, the Owner/Purchaser may proceed to undertake the repair or replacement of such defective equipment at Contractors risk and expense but without prejudice to any other rights which the Owner/Purchaser may have against the Contractor in respect of such defects.

49.6.0 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the plant or defective work carried out by the Contractor shall be borne by Contractor.

49.7.0 If the replacements or renewals are of such a character as may affect the efficiency or output of the equipment supplied or any portion thereof, then the Owner may, within one month of such replacement or renewal, give to the contractor a notice in writing requiring that tests on completion be made in which case such tests shall be carried out in accordance with the provisions made in this contract. All costs for testing shall be borne by the contractor.



49.8.0 The acceptance or taking over of the equipment by the Owner/Purchaser shall in no way relieve the Contractor of his obligation under this clause.

49.9.0 At the end of the guarantee period, the Contractor's liability ceases except for latent defects and Contractor's obligation to prove more than 95% availability of the plant. In respect of goods supplied by sub-contractors to the Contractor, where sub-contractor provides a longer guarantee than the one indicated in this contract, the Owner should be entitled to the benefit of such longer guarantees.

49.10.0 This clause shall be read in conjunction with Cl. No. 48 above in this section.

#### **50.0.0 REPLACEMENT OF PARTS AND MATERIALS DEFECTIVE/ DAMAGED/ LOST DURING TRANSIT**

50.1.0 If during the progress of the works the Owner shall decide and inform in writing to the Contractor that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior that the quality specified the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (07) days of his receiving the notice or otherwise and within such time as may be reasonable necessary for making it good proceed to alter, reconstruct or remove such work and furnish fresh equipment up to the standards of the Specifications. In case the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days, notice in writing of his intentions to do so proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Owner/Purchaser of or affect any right under the Contract which the Owner/Purchaser may otherwise have in respect of such defects and deficiencies.

50.2.0 The Contractor's full and extreme liabilities under this clause shall be satisfied by the payments to the Owner/Purchaser of the extra cost of such replacement procured including extra cost of erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner/Purchaser for such replacements and the Contract price portion for such defective plants and repayments of any sum paid by the Owner/Purchaser under the Contract for such defective plant.

#### **51.0.0 TRAINING OF OWNER'S/PURCHASER'S PERSONNEL**

##### **51.1.0 Training requirements**

##### **51.2.0 General**

- i. The Contractor shall be responsible for the instruction and training of the Owner's operation and maintenance personnel in all aspects of plant design, construction, erection, commissioning, etc. and in such a way that operation, maintenance and if necessary repairs of all the power project equipment and facilities specified can be handled competently by said personnel.
- ii. Such training of the Owner's personnel shall be performed
  - In Contractor's and/or sub supplier's/manufacturer's home office and/or workshops.



- On the job site by the Contractor's and/or his sub-suppliers, supervisors and/or instructors deputed to the site for supervision of erection, commissioning, testing and trial operation and/or by specialized training instructors;
- iii. In compliance with the provisions of the Contract and the requirements of this specification
- iv. The personnel required for the safe and efficient commercial operation and maintenance of the various types of equipment installed in BESS Plant shall be provided by the Owner in accordance with the recommendation to be made by the Contractor.
- v. The training will be performed in English. Translators/interpreters shall be provided by the Contractor.
- vi. The Contractor's instructors shall use modern training techniques, procedures and aids and make available to the trainees all required notes, manuals, drawings, etc., to supplement the Operation and Maintenance Instruction Manuals.
- vii. The Contractor shall provide a detailed description about the recommended training services, including
  - Number, category, seniority, required experience, profile required, etc. of the trainees
  - Preliminary training program, showing
    - Training facilities, training aids places of training etc.
    - Training schedule
    - Specialty and details of lectures and training
    - Duration of training courses
- viii. For all kind of training activities, abroad, classroom, on the job site, at the proposed Power Project, etc.
- ix. The recommended training program should be based on the organizational and staff structures of the Owner and should take into consideration not only the training for operation and maintenance staff, such as operators, skilled workers, foremen and technicians etc, but also for senior staff and key personnel employed for the management and organizational duties of the various power project decisions, such as for operation, maintenance, instrumentation and control, chemistry, administration, security, spare parts handling, scheduling and engineering, etc.
- x. Specialized training shall be provided to the persons operating the EMS and to the field support staff to ensure quick fault detection and restoration of the communication system. Training shall be provided to the maintenance persons on all communication equipment for its operation and maintenance.
- xi. An indicative training programme is proposed below which will be firmed up during contract stage:

<b>Group</b>	<b>Number man-day</b>	<b>of at</b>
--------------	---------------------------	------------------



	<b>manufacturer's works</b>
Overall Project Management	15
Operation Team	30
Electrical Maintenance Personnel	15
C&I Engineers	15
Mechanical Engineers	15
Other groups as may be indicated by the Owner	15

- xii. The training programme shall also include training of 10 persons on 3 months Site training.

**51.3.0 Contractor's Obligations and Tasks**

- i. The Contractor shall make every effort to train the Owner's personnel so that they can be qualified for the management, operation and maintenance of the BESS Plant.
- ii. The Contractor shall nominate a person in charge of organization and co-ordination activities for training.
- iii. The Contractor shall select instructors with proper experience and skillfulness and English speaking capability to train the Owner's personnel.
- iv. The training program will be carried out according to the requirements of each specialty. It will consist mainly of but not limited to the following:
  - a) Systematic explanation in a classroom of specific subjects, such as the equipment performance, construction, main systems, auxiliary systems, etc.
  - b) Visit to other plants (preferably VRFB or BESS);
  - c) Practical training in similar projects which are under erection and commissioning.
  - d) Practical training on simulators and control rooms of similar plants.
  - e) Supply of all necessary training documentation (such as books, manuals, drawings), equipment, tools and instruments etc. The Contractor will make best effort to achieve above item (c) and (d) with utility authority. (Soft copy of documents)
- v. The Contractor will make available free of charge to the Owner's personnel working cloths, safety helmets, stationery etc. as needed by the training program.
- vi. The Contractor shall allow the Owner's personnel to carry back all the technical documents supplied during the training.
- vii. The Contractor shall make at the end of the training period an evaluation of the results obtained by each trainee. These results will be confidentially notified to the Owner.



- viii. The Contractor shall assist the Owner's personnel in arranging their entry visas and all the formalities staying in foreign countries for training. The Contractor shall also take all the necessary measures to ensure the safety of the Owner's personnel during their stay in the foreign country.
- ix. The Contractor shall appoint a person in charge of logistic coordination. This person shall take care for booking of rooms according to the requirements of the Owner and arranging for transportation (free of charge) from their living place to the training site.
- x. The Contractor shall provide free medical services to the Owner's personnel, but excluding dentistry, buying glasses and tonic medicines.

#### **51.4.0 Owner's Responsibilities**

- i. The Owner shall appoint a person as official representative of the Owner's trainees.
- ii. The trainees shall understand the English language and shall follow the training courses with due diligence. During their stay abroad the Owner's personnel shall observe the Laws of that country and the rules/regulations of the factories/plants where the training will be conducted. The official holidays or national holidays, Saturdays and Sundays shall be the holidays of the Owner's personnel.
- iii. For the successful completion of the training program, unless mutually agreed by the parties, the program cannot be interrupted for vacation leave.

#### **iv. Contractor's Responsibilities**

The Contractor shall arrange, at his (Contractor) own cost, for training abroad as below:

- a. buying round trip air ticket between India and the place of training
  - b. arranging lodging and boarding including local transportation for the Owner's personnel from their arrival abroad to the date of their departure.
- v. The Contractor shall arrange, at his (Contractor) own cost, for training within India asbelow:
- Local transport, Boarding and Lodging for the period of training.

#### **51.5.0 Training schedule and program**

- i. The Training program for the Owner's personnel will be defined during the liaison meeting.
- ii. Two (02) months before the arrival of the first group of the Owner's personnel in training site, the Owner shall inform the Contractor of the date when the Owner's personnel are expected to be sent to training site.
- iii. Within 02 (two) weeks after receipt of the Owner's information mentioned above, the Contractor shall confirm its agreement or indicate difficulties, if any, for the staying of the personnel. Thirty (30) days before the arrival of the Owner's personnel in the training site the Owner shall inform



the Contractor of the brief career of the personnel including names, date of birth, nationality, specialty, experience, qualification, position and knowledge of foreign languages, passport details etc., so that the Contractor can assist in arranging their entry visas.

#### **52.0.0 COMPLETION OF CONTRACT**

52.1.0 Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the conclusion of the guarantee period as provided for under the Clause 49.0 entitled 'Guarantee' in this section and completion of all the contractual obligations whichever is later.

#### **53.0.0 VENDOR'S/CONTRACTOR'S DEFAULT**

53.1.0 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Owner/Purchaser in connection with the works or shall contravene the provisions of the Contract, the Owner/Purchaser may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within fifteen (15) days from the date of service thereof, then and in such case the Owner/Purchaser shall be at liberty to execute such part of the work as the Contractor may have neglected or if the Owner/Purchaser shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract to take the works wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner/Purchaser shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for wear and tear thereof and to the exclusion of any right of the Contractor over the same and the Owner/Purchaser shall be entitled to retain and apply any balance which may otherwise be due on the Contractor by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

53.2.0 In addition, such action by the Owner/Purchaser as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for delay in completion of works as defined in Clause 24.0 of this section. The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Performance Bond/Guarantee nor the time thereof. The Performance Bond/Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

#### **54.0.0 INSOLVENCY AND BREACH OF CONTRACT**

**54.1.0** If the Contractor, at any time during the term of the Contract:

- i. becomes insolvent or bankrupt;
- ii. makes any composition, arrangement, or assignment for the benefit of its creditors;



- iii. has a receiver, administrator, liquidator, trustee, or manager appointed over all or any part of its assets, business, or undertaking;
- iv. passes a resolution for voluntary winding up, dissolution, or liquidation, other than for the purpose of amalgamation or reconstruction;
- v. is ordered to be wound up, dissolved, or liquidated by any competent court, tribunal, or authority;
- vi. suspends, abandons, or ceases to carry on its business operations;
- vii. is unable to pay its debts or financial obligations as and when they become due; or
- viii. takes or suffers any action analogous to the foregoing under applicable law,

then the Owner/GIPCL shall, without prejudice to any other rights and remedies available under the Contract or under applicable law, be entitled to:

- a) suspend any payments due or becoming due to the Contractor under the Contract;
- b) terminate the Contract forthwith, in whole or in part, by written notice to the Contractor;
- c) encash, invoke, and/or forfeit the Contract Performance Bank Guarantee (CPBG), Equipment Performance Bank Guarantee (EPBG), Security Deposit, Retention Money, and any other securities furnished under the Contract;
- d) take over and/or take possession of the Works, Site, equipment, materials, documents, drawings, software, records, temporary works, and all other facilities relating to the Project;
- e) complete the remaining Works and Services through any other agency or agencies at the sole risk and cost of the Contractor, including recovery of any additional cost, loss, damages, expenses, or liabilities incurred by the Owner/GIPCL; and
- f) recover from the Contractor all losses, damages, costs, expenses, and liabilities suffered or incurred by the Owner/GIPCL arising out of such default.

**54.2.0** Without prejudice to the provisions of Clause 54.1.0 above, any material breach or default by the Contractor under the Contract including but not limited to the following shall constitute an Event of Default:

- i. persistent failure to achieve guaranteed technical or performance parameters;
- ii. failure to maintain adequate manpower, supervision, tools, equipment, consumables, or other resources necessary for execution of the Works or O&M Services;
- iii. failure to comply with applicable statutory, labour, safety, environmental, electrical, grid, or regulatory requirements;



- iv. abandonment, suspension, or unreasonable delay in execution of the Works or performance of the Services;
- v. failure to maintain or renew mandatory guarantees, insurance policies, licenses, approvals, permits, or statutory registrations;
- vi. non-compliance with lawful instructions issued by the Owner/GIPCL or Engineer-in-Charge;
- vii. failure to remedy any notified defect, deficiency, or default within the reasonable cure period specified by the Owner/GIPCL;
- viii. repeated safety violations or unsafe working practices;
- ix. unauthorized subletting or assignment of the Contract; or
- x. breach of confidentiality, integrity pact, anti-corruption obligations, or applicable procurement guidelines.

Upon occurrence of any such Event of Default, the Owner/GIPCL shall be entitled to terminate the Contract, either wholly or partly, and exercise all rights and remedies available under the Contract and applicable law.

**54.3.0 In the event of termination** of the Contract under this Clause:

- a) the Contractor shall immediately discontinue the affected Works and Services, except such work as may be required for safety, protection, and preservation of the Works and property;
- b) the Contractor shall vacate the Site as directed by the Owner/GIPCL and hand over all records, drawings, documents, materials, and equipment relating to the Project;
- c) the Owner/GIPCL may engage any other contractor or agency for completion of the remaining Works and Services at the sole risk and cost of the Contractor; and
- d) the Contractor shall remain liable for all additional costs, damages, losses, and expenses incurred by the Owner/GIPCL due to such termination.

**54.4.0 Termination of the** Contract under this Clause shall not relieve the Contractor from any accrued liabilities, obligations, warranties, guarantees, indemnities, responsibilities, or liabilities arising prior to the date of termination, nor prejudice any rights of the Owner/GIPCL to recover damages, losses, costs, expenses, Liquidated Damages, or compensation under the Contract or applicable law.



### **55.0.0 SUSPENSION OF WORK OR TERMINATION**

55.1.0 The Owner/Purchaser 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.

55.2.0 The Owner/Purchaser 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.

### **56.0.0 TERMINATION OF CONTRACT BY THE OWNER/ PURCHASER**

56.1.0 The Owner reserves the right to terminate the Contract either in part or full due to reasons other than those mentioned under clause 53.0 GCC entitled "Contractor's Default". The Owner/Purchaser shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Contractor shall be liable to the Owner for any excess costs for such similar goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

56.2.0 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and upon terms satisfactory to the Owner/Purchaser, stop all further sub-contracting or purchasing activity related to the work terminated and assist the Owner/Purchaser in maintenance, protection and disposition of the works required under the Contract by the Owner/Purchaser.

56.3.0 In case of non-performance in any form or change of the covenant and conditions of the Contract by the Contractor, the Owner shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to the Contractor that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.

56.4.0 The Owner may cancel the order or a portion thereof, and if so purchase or authorize purchase of the plant/equipment not so delivered or order Plant/ Equipment of similar description (opinion of the Owner shall be final) at the risk and cost of the Contractor.

### **57.0.0 FORCE MAJEURE**

57.1.0 Force Majeure is herein defined as any cause which is beyond the control of the Contractor/ Supplier/ Seller or Owner/Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the "Contract" such as:



- a. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes (above 7.0 magnitude on Richter scale), lightning and epidemics;
- b. Acts of any Govt., domestic or foreign, including but not limited to war, declared or undeclared priorities, invasion, foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fissions, quarantines, embargoes;
- c. Acts of public enemy, accidents and disruptions, including but not limited to fires (not caused by the Contractor's negligence), explosions, and other causes which the Contractor has no control and accepted as such by GIPCL whose decision shall be final and binding;
- d. Transportation delay due to force majeure (condition as mentioned in (a))
- e. Riots (other than among Contractor's employees) and civil commotion
- f. Normal rainy season and monsoon are not Force Majeure.
- 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

Provided either party shall within seven (07) Days from the occurrence of such a cause notify the other in writing of such causes giving full particulars and satisfactory evidence in support of its claim.

57.2.0 The Contractor or the Owner/Purchaser shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

57.3.0 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.

57.4.0 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.

57.5.0 The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

**58.0.0 NO WAIVER OF RIGHTS**

58.1.0 Neither the inspection by the Owner/Purchaser nor the Owner or any of their officials, employees or agents nor any order by the Owner/Purchaser or the Engineer for payment of money or any payment for or acceptance of the whole or any part of the works by the Owner/Purchaser nor any extension of time nor any possession taken by the Owner shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner/ Purchaser, or any right to damages herein provided nor shall waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.



### **59.0.0 SETTLEMENT OF DISPUTES / ARBITRATION**

- 59.1.0 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 reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updates time to time.
- 59.2.0 The Contractor shall ensure that the work under this Contract shall continue during arbitration proceedings and dispute and no payments due from or payment by the Owner shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 59.3.0 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be Vadodara.

### **60.0.0 CONSTRUCTION OF CONTRACT**

- 60.1.0 The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contracts Act, 1872, and all the payments there under shall be made in Indian Rupees unless otherwise specified.

### **61.0.0 RISK PURCHASE**

- 61.1.0 If the Contractor fails, on receipt of the Lol, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GIPCL shall have the liberty to get the work done through other agency at the Contractor's own risk and additional cost if any. If the situation, so warrants, to compel GIPCL to cancel the Lol placed on the Contractor, it shall be liable to compensate the loss or damage, which GIPCL may sustain due to reasons of failure on Contractor's part to execute the work in time.

### **62.0.0 LIMITATIONS OF LIABILITIES**

- 62.1.0 Under the contract, the contractor shall be responsible for any loss or damage to the plant until the plant is taken over by the Owner in accordance with the contract. The contractor shall be responsible for making good the damage or loss by way of repairs and or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities.
- 62.2.0 Except in respect of latent defects, liability, the long terms availability of spares and other specific liabilities identified in the Contract, the Contractor shall be released from his liabilities under the Contract at the end of the warranty period.
- 62.3.0 Provided that the Contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the Owner not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the Owner or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury exceed the total value of the contract.



62.4.0 The total liability of the Contractor under or in connection with this Tender and the consequent Contract shall not exceed the full EPC Contract Price inclusive of taxes and duties

62.5.0 This sub-Clause shall not limit the liability in case of fraud, deliberate default/ negligence, reckless misconduct or illegal or unlawful acts by the Contractor

### **63.0.0 SECRECY**

63.1.0 The technical information, drawings, specifications and other related documents forming part of the enquiry or 'Contract' are property of the Owner/Purchaser and shall not be used for any other purpose, except for execution of the 'Contract'. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transacted, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Owner's/Purchaser's previous consent in writing, except to the extent required for the execution of this 'Contract'. The technical information, drawings, specifications and other related documents shall be returned to the Owner/Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

63.2.0 In the event of any breach of this provision, the Vendor/Contractor shall indemnify the Owner/Purchaser from any loss, cost or damage or any other claim whatsoever from any parties claiming from or through them in respect of such breach.

63.3.0 Title to secret processes, if any, developed by the Contractor on an exclusive basis and employed in the design of the unit shall remain with the Contractor. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Contractor and execution by such third parties of secrecy agreements satisfactory to the Contractor prior to disclosure.

63.4.0 Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Contractor has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, startup, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.

63.5.0 The obligation of a party under this Clause 58.0, however, shall not apply to that information which:

- a. now or hereafter enters the public domain through no fault of that Party,
- b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or
- c. Otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality.

63.6.0 The above provisions of this Clause 58.0 shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.



63.7.0 The provisions of this Clause 58.0 shall survive Termination, for whatever reason, of the Contract.

#### **64.0.0 SPARES, CONSUMABLES AND MAINTENANCE TOOLS & TACKLES**

All the spares for the equipment under the Contract shall strictly conform to the technical specification and documents and shall be identical to the corresponding main equipment / components supplied under the Contract and shall be fully interchangeable.

#### **Spares**

64.1.0 The Contractor shall supply minimum spares as per list specified in Volume II GTS. However, contractor/bidder shall supply mandatory spares as deemed necessary for the project at no additional cost to the owner.

64.2.0 The quality plan and the inspection requirement finalized for the main equipment shall also be applicable to the Spares.

64.3.0 The Contractor guarantees the long-term availability of spares to the Owner for the full life of the equipment covered under the Contract. The Contractor guarantees that before discontinuation of production of spare parts of the equipment covered under the Contract, he shall give the Owner at least six (06) months advance notice so that the Owner may order their requirement of spares. The same provision shall also apply to Subcontractors.

64.4.0 In case of discontinuation of manufacturing of any spares by the Contractor or Subcontractors, the Contractor shall provide to the Owner, at least six (06) months in advance, complete manufacturing drawings, material specifications and technical information of such spares. Contractor shall also provide the Owner complete information about replacement of such spares with other equivalent makes commercially available in the market.

#### **Consumables & Spare parts**

64.5.0 All the consumables required till Completion of Facility and during the Operational Phase for operation and maintenance of Plant and will then need to be replenished till expiry of the Term in accordance with the terms and conditions specified in this Contract and as set out in detail in the Technical Specifications shall be supplied by the Contractor ("Consumables").

64.6.0 The Contractor's obligations include procurement, packaging, supply and delivery of the Consumables in accordance with the terms and conditions of this Contract and in accordance with Prudent Utility Practices. The procurement and supply of the Consumables shall be in sequence, using due care and diligence and in timely manner so as to comply with Project Schedule, Annual Operating Plan & Budget, the Inventory Management and Procurement Procedure and the O&M Plan & Procedure.

64.7.0 For the Consumables required during Operational Phase, Contractor shall procure and ensure availability of Consumables ahead of start of Operational Phase, but no later than 4 (Four) weeks prior to the start of Operational Phase, which are required for uninterrupted, smooth and trouble free operation and maintenance of the Plant.



- 64.8.0 Contractor shall procure and supply all Consumables as per specification provided by OEM / OES and preferably from source recommended by OEM/OES/Sub-Contractor (if any) and in each case approved by Owner.
- 64.9.0 Contractor shall prepare storage system for receiving all Spare Parts and Consumables and maintain their records in electronic form and in book form. Contractor shall take in its custody, store, and preserve all Spare Parts and special tools & tackles available with Owner and reconciliation of 'spare parts' in accordance with the Prudent Utility Practices.
- 64.10.0 Contractor shall be responsible to conduct all the tests it is required to conduct as part of the scope of its Services herein and under the Technical Specifications.
- 64.11.0 Detailed procurement specification of recommended Spare Parts (if any, required during Operational Phase) shall be provided by Contractor and if required by Owner, technical evaluation of quotations for such Spare Parts shall be done by Contractor.
- 64.12.0 Owner shall procure at its cost and provide to Contractor, Spare Parts as per approved Annual Operating Plan & Budget required for uninterrupted, smooth and trouble free operation and maintenance of the Plant. Owner shall procure Spare Parts based on requisition for Spare Parts made by Contractor as per the Annual Operating Plant & Budget. Contractor shall be responsible for timely requisition of Consumables and Spare Parts keeping in mind the purchase requisition approval time, purchase order processing time and lead time for manufacturing and delivery of the Consumables and Spare Parts. In any event, the Contractor shall submit on a quarterly basis a report on the inventory list/status of the Spare Parts and Consumables as more particularly detailed in Annexure C in Sec-1 GTS. Any emergency requirement of Spare Parts, not mentioned in approved Annual Operating Plan & Budget, but anticipated as required based on inventory level and Plant condition shall also be requisitioned, with approval of Owner, in order to enable the Owner to timely procure such Spare Parts. For such additional Spare Parts not forming part of approved Annual Operating Plan & Budget, Contractor shall submit justification for requisitioning it. Contractor shall provide spare requisition to the owner at least one year in advance based on their prudent operating experience. Any forced outage or generation / injection loss to Owner for delayed requisition of spares by Contractor shall be on account of Contractor. Requisition, follow up with Owner and timely availability of spares is the responsibility of the Contractor unless otherwise specified by the Owner.
- 64.13.0 Contractor shall be responsible for inspection of all incoming materials (including Spare Parts and Consumables) required for Plant within seven days of material receipt at store before inducting them in stores inventory. Any rejected material shall not be included in inventory and shall be stored separately by Contractor as per material storage plan to be prepared by Contractor and to be approved by Owner.
- 64.14.0 The Contractor shall arrange packaging and transporting equipment and Spare Parts for repair and/or refurbishment from the Site to repair shop within India within seven days of receipt of such parts in store and arrange for transporting equipment and Spare Parts after repair and/or refurbishment from repair shop within India to the Site within seven days of dispatch of such parts from the repair shop;
- 64.15.0 Contractor shall prepare and implement duly approved by Owner a cost effective Inventory Management and Procurement Procedure to ensure that Spare Parts and Consumables required



for Plant are properly stored, preserved and accounted for and that adequate stock is available at all times to support uninterrupted operation and maintenance of the Plant. Without prejudice to the preceding sentence, the Owner may develop its own inventory management and procurement manual and provide the same to the Contractor. In the event such inventory management and procurement manual is provided by the Owner to the Contractor at any time during the Term, then the Contractor shall comply with and implement such inventory management and procurement manual and such manual shall prevail over any Inventory Management and Procurement Procedure.

64.16.0 As part of Inventory Management and Procurement Procedure, Contractor shall codify all the materials required to be purchased and stocked. Inventory Management and Procurement Procedure shall also include standard purchase specification, suggested vendors, reorder level, minimum stock level, economic order quantity, lead time for procurement, etc., for all the materials to be procured.

64.17.0 Contractor shall fully assist Owner in technical discussions with vendor, vendor development, vendor evaluation, reverse engineering, alternative supplier development and other cost reduction measures.

#### **Maintenance Tools & Tackles**

64.18.0 Contractor shall supply all the special tools & tackles, appliances and lifting devices for the effective maintenance of the equipment and components covered under this Contract ("Maintenance Tools & Tackles"). Price for Maintenance Tools & Tackles is included in the Contract Price. Maintenance Tools & Tackles shall be dispatched simultaneously with equipment and components.

64.19.0 Maintenance Tools & Tackles shall not be used for installation of equipment & components during Construction Phase. Owner shall handover the Maintenance Tools & Tackles to the Contractor 04 (four) weeks before the commencement of the Operational Phase. The Contractor shall, keep the tools, tackles, equipment and other materials in safe custody and to utilize the same exclusively for the purposes of this Contract.

64.20.0 All other tools, tackles, jigs, fixtures, instruments, appliances, material handling equipments, etc., in adequate numbers required for providing Services under this Contract shall be arranged by Contractor. Price for deploying these items is included in the Contract Price.

64.21.0 Contractor shall provide technician's tool box to all the operators and technicians including sufficient spark proof tools employed by it at Plant. These tool boxes shall contain all general tools required for regular operation and maintenance including or whichever is required. Fabrication and supply of any jigs & fixtures required for operation, maintenance and testing is part of the Services and the price for providing such jigs and fixtures is included in the Contract Price.

64.22.0 Tools, tackles, appliances, and material handling equipment deployed by Contractor excluding all special tools, accessories, fixtures, instruments, etc. that are supplied by the Owner, shall remain property of Contractor and shall be taken back by Contractor after expiry or termination of this Contract.



64.23.0 Contractor shall be responsible for operation and maintenance of tools, tackles, and other materials including special tools & tackles mentioned in the Technical Specifications handed over by the Owner to the Contractor for executing the Contract. Price for operation and maintenance of these items is included in this Contract Price. Any other lifting tools and tackles /special tools provided by owner shall also be tested prior to use. All tools and tackles shall be tagged as per guidelines from owner.

#### **65.0.0 VENDOR/CONTRACTOR TO INFORM HIMSELF FULLY**

65.1.0 The Vendor/Contractor shall be deemed to have carefully examined all Contract Document to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall, before signing the 'Contract' set forth the particulars thereof, and submit them to the Owner/Purchaser in writing, in order that such doubt may be removed. The Owner/Purchaser will provide such clarifications as may be necessary in writing to the Vendor/Contractor. Any information otherwise obtained from the Owner/Purchaser or the Owner shall not in any way relieve the Vendor/Contractor of his responsibility to fulfill his obligations under the 'Contract'.

#### **66.0.0 ASSIGNMENT AND SUBLETTING OF CONTRACT**

66.1.0 The Vendor/Contractor shall not assign the 'Contract' or 'any part' thereof or any benefit or interest therein or there-under (otherwise than by a charge in favour of the Vendor's/Contractor's/Banker's of any moneys due or to become due under this 'contract') without the prior written consent of the Owner/Purchaser.

66.2.0 The Vendor/Contractor shall submit two (2) copies of the sub contractor's experience to the Owner to confirm the suitability of the Sub-Contractor to perform the 'Work' Sub-Vendor approval by Purchaser shall be based on credentials furnished by the Contractor. All sub-vendor equipment/items shall be sourced by the Contractor, only from Purchaser approved sub vendors. Mere approval of the sub-vendor by the owner, does not absolve the contractor of his contractual obligations. In case, the Contractor engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License for carrying out such part of the work

66.3.0 The manufacturer of all the equipment/ instruments under this specification shall be subject to Owner's approval in the event of order. Contractor shall furnish a list of makes/ sub-vendors/sub-contractors along with his bid. Owner reserves the right to accept/ reject any make or sub-vendor or add new makes/ sub-vendors for the project, after award of contract. Approval, rejection or addition of makes shall not have any cost implication to the Owner after award of contract.

66.4.0 The Vendor/Contractor shall not sublet the whole of the 'Contract'. Except where otherwise provided by the contract, the Vendor/Contractor shall not sublet any part of the 'Contract' without the prior written consent of the Owner/Purchaser, which shall not be unreasonably withheld and such consent if given, shall not relieve the Vendor/Contractor, from any liability or obligation under the 'Contract' and he shall be responsible for the acts, defaults and neglects of any Sub-Vendor/Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Vendor/Contractor, his agents, servants, or workmen.



- 66.5.0 In the event of the contractor contravening this condition, Purchaser shall be entitled to place the Contract elsewhere on the Contractor's account and at his risk and the contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such replacing of the contract.
- 66.6.0 The Vendor/Contractor shall be responsible for transmitting pertinent data of all contract terms and conditions to the Sub-Vendors/Sub-contractors. The Vendor/Contractor shall furnish to the Owner/Purchaser four (04) un-priced copies of all sub-orders showing promised delivery dates/places/work program.
- 66.7.0 For components/equipment procured by the Contractor for the purpose of the contract after obtaining the written approval of the Owner, the Contractor's specification shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plan called for from the suppliers shall set out, during the various stages of manufacture and installation, quality practices and procedures followed by the supplier's quality control organization, the relevant reference documents/standards used, acceptance level, inspection of documentation raised etc. Such quality plans of the selected supplier shall be discussed and finalized in consultation with the Engineer and shall form a part of purchase order of Contractor on that supplier. Un-priced copies of such order or orders are to be submitted to the Owner within 15 days after placement of the order by the Contractor showing promised delivery dates/places/work programme.
- 66.8.0 Should any Sub-Contractor fail to carry out any portion of the 'Work' satisfactorily, this work shall be cancelled by the Vendor/Contractor on written Notice to the effect from the Owner/Purchaser. The 'Work' however shall be continued by the Vendor/Contractor himself or through another approved Sub-Contractor with no additional cost and time effect to the Owner.
- 66.9.0 Subcontracting a work shall not, under any circumstances, relieve the Contractor from its obligations towards the Project and the Owner

#### **67.0.0 PATENT RIGHTS AND ROYALTIES**

- 67.1.0 Royalties and fees for patents covering materials, articles, apparatus, devices equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims of patent infringements and shall keep the Owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all units or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expenses of the contractor who shall also satisfy/comply any decree, order or award made against Owner. But it shall be understood that no such machine, plant work material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specification, final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event of any apparatus or equipment, or any part thereof furnished by the contractor is in such suit or proceedings held to constitute infringement and its use is enjoined, the contractor shall, at his option, the right to continue use of said apparatus, equipment, or part thereof, replaces it with non-infringing apparatus or remove the equipment and refund the purchase price plus transportation and installation cost thereof.



### **68.0.0 DEDUCTIONS FROM CONTRACT PRICE**

68.1.0 All costs damages, Claims or expenses which the Owner may have paid for which under the 'Contract' the contractor is liable, will be claimed by the Owner from the Contractor and shall be paid by the Contractor from any moneys due or becoming due to the Contractor or will be deducted by the Owner from deposited bank guarantees, under the 'Contract' or any contract are being executed elsewhere with the Owner and balance if any may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Purchaser of such claims.

68.2.0 In addition to the provision of clause above, which relates to the recovery by the Purchaser 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 dues in terms of the Contract including Liquidated Damages for delay, penalties for 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.

68.3.0 Any sum of money due and payable to the Contractor, as per the Contract Agreement, may be appropriated by the Owner and set off against any claim of the Owner, for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Company. It is an agreed term of the Contract that the sum of money, withheld or obtained under this clause by the Company, will be kept withhold or retained as such by the Owner or till this claim arising out of in the same Contract is either mutually settled or determined by the arbitrator, or by competent court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

### **69.0.0 DEMURRAGE, WHARFAGE, ETC.**

69.1.0 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason for delay in observing the formalities set out elsewhere in this document shall be to the account of the contractor.

### **70.0.0 TROPICAL SERVICEABILITY**

70.1.0 All equipment furnished under the Contract shall be suitable and whenever necessary treated and processed for delivery, storage and use under tropical conditions including high temperature, high humidity, mild dew and fungus conducive environment. All equipments shall be specially protected with protective coating and other measures to ensure prevention of rusting of the equipment/material. An approved drying agent such as 'silica gel' shall be packed in containers or packages holding parts which should not be adversely affected by moisture or excessive humidity.

### **71.0.0 LIABILITY FOR ACCIDENTS TO PERSONS**

71.1.0 The Contractor shall indemnify and save harm to the Owner against all sections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by the Owner by person employed by the Contractor or his sub-contractor on the works whether under the general law or under the



workmen's compensation Act, 1923, or any other statute in force on the date of the contract, dealing with question of liability of Owner/GIPCL for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

- 71.2.0 On the occurrence of an accident which results & in the death of the workmen employed by the Contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workmen, the Contractor within 24 hours of happening of such accident intimate in writing to the Owner and such officers required by the provision of the workmen's compensation Act the fact of such accident. The Contractor shall indemnify the Owner against all loss or damage sustained by the Owner resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the Owner as a consequence, of the Purchaser's failure to give notice under the workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.
- 71.3.0 In the event of any claim being made, or action brought against the Owner involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under clause, the Contractor shall be immediately notified thereof, and he shall with the assistance, if he so requires, of the Owner but at the sole expense of the Contractor, conducts all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the Owner shall, at the expense of the Contractor, afford all available assistance for any such purpose.
- 71.4.0 In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the Contractor, or by the Owner, as principal it shall be lawful for the Owner to retain out of money due and payable to the Contractor such sum or sums of money as may be in the opinion of the said Owner be sufficient to meet such liability. The opinion of the Owner shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.
- 71.5.0 Liability for damage or loss to third party including inspection officers due to act of the Contractor or his sub-contractor connected with the execution of the contract shall be fully borne by the Contractor. The Contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's compensation Act. All cases of accidents or injuries shall be reported to the Engineer with all the full details required for the settlement under the workmen's compensation Act.
- 71.6.0 The Contractor should report about all accidents within 24 hours to the Concerned Engineer of the Owner in the preliminary accident form. He should furnish other particulars such as medical certificates, wage particulars, fitness, etc., in due course without delay.

## **72.0.0 OUTBREAK OF WAR**

- 72.1.0 If during the currency of the Contract there shall be an outbreak of war, whether declared or not, in any part of the World, which whether financially or otherwise materially affect the execution of the 'Works', the Vendor/Contractor shall, unless and until the 'Contract' is terminated under the provisions in this clause continue to use his best Endeavour to complete the execution of the 'Works', provided always that the Owner shall be entitled, at any time after such outbreak of war to terminate the 'Contract' by giving notice in writing to the Vendor/Contractor, and upon such notice being given, the 'Contract' shall save as to the rights



of the parties under this clause and to the operation of clauses titled 'Settlement of Dispute' be terminated but without prejudice to the rights of either party in respect of any antecedent breach thereof.

72.2.0 If the 'Contract' shall be terminated under the provisions of the above clause, the vendor/Contractor shall with all reasonable diligence remove from the 'Site' all the Vendor's/Contractor's equipment and shall give similar facilities on his sub-vendors/sub-Contractors to do so.

### **73.0.0 LIABILITY FOR DAMAGE TO PLANTS OR WORKS**

73.1.0 Under the Contract, the Contractor shall be responsible for loss or damage to the plant and plant equipment till completion of Operation and maintenance period.

73.2.0 The Contractor shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather, and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the Contractor or his workmen or his sub-Contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Engineer. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the Contractor to the satisfaction of engineer.

73.3.0 In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the Owner, be made good by the Contractor in like manner but at the cost of the Owner at a price to be agreed between the Contractor and the Owner and the Owner shall pay to the Contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

73.4.0 Until the work shall be deemed to be taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Owner in respect of all damage or injury to any person or to any property of the Owner or of others occasioned by Act of the Contractor or his work men or his sub-Contractors or by defective design, work or material but not due to cause beyond his reasonable control. Provided that the Contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the Owner not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the Purchaser or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

### **74.0.0 RIGHT TO USE UNSATISFACTORY EQUIPMENT OR MATERIALS**

74.1.0 If after delivery, acceptance and installation and within the guarantee period the operation or use of an item proves to be unsatisfactory to the Owner/Purchaser and fails to meet the requirements of specifications under which it was purchased, he shall have the right to continue to operate or use such items until correction of defects by repair or replacement can be made



by the Contractor without interfering with the Owner/Purchaser's operations. The Owner shall intimate the Contractor of such occurrence.

#### **75.0.0 ENFORCEMENT OF RIGHTS**

75.1.0 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. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the contract.

#### **76.0.0 GIFTS AND COMMISSIONS ETC.**

76.1.0 Any graft, commission gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officer, director, employee or servant or any one of his on their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner/Purchaser, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contract and also to payment of any loss or damage to the Owner/Purchaser resulting from any cancellation. The Owner/Purchaser shall then be entitled to deduct the amounts so payable from any moneys otherwise due to the Contractor under this contract.

#### **77.0.0 RELEASE OF INFORMATION**

77.1.0 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photo-graphs or other reproduction of the works under this contract or description of the site, dimensions, quality or other information, concerning the work unless prior written permission has been obtained from the Owner/Purchaser.

#### **78.0.0 TITLE**

78.1.0 Notwithstanding contrary contained in this clause, both legal and equitable title to all the materials, equipment and apparatus covered by the contract shall be passed to the Purchaser at manufacturer's works.

#### **79.0.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER/ PURCHASER AND LIABILITY OF VENDOR/ CONTRACTOR**

79.1.0 No interim payment certificate of the Owner/Purchaser or the Engineer, nor any sum paid on account by the Owner/Purchaser, nor any extension of time for execution of the 'Works' granted by the Owner/Purchaser or the Engineer shall affect or prejudice the rights of the Owner/Purchaser against the Vendor/Contractor or relieve the Vendor/Contractor of his obligations for the due performance of the 'Contract' or be interpreted as approval of the 'Works' done or of the equipment furnished and no certificate shall create liability in the owner/Purchaser to pay for alterations, amendments, variations or additional 'Works' not ordered, in writing, by the Owner/Purchaser or the Engineer or discharge the liability of the vendor/Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner/Purchaser nor shall



any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the Vendor/Contractor against the Owner/Purchaser.

#### **80.0.0 OWNER'S/PURCHASER'S OR ENGINEER'S DECISION**

80.1.0 In respect of all matters which are left to the decision of the Owner including the granting or withholding of the certificates, the Owner shall, if required to do so by the Contractor, give in writing a decision thereon.

80.2.0 If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Owner within fifteen (15) days after receipt of the decision, a written objection to the decision giving his reasons for so doing. Failure to file an objection within the allotted time shall be considered as acceptance of the Engineer's decision and the decision shall become final and binding.

80.3.0 It shall be accepted as an inseparable part of the Contract with any matters regarding material, workmanship, removal of improper work, interpretation of the Contract drawings and Contract Specifications, the decision of the Owner which would be given in writing shall prevail.

80.4.0 The contractor shall proceed with the works in accordance with the decisions, instructions and orders given by the Engineer in accordance with these conditions.

#### **81.0.0 POWER TO VARY OR OMIT WORK**

81.1.0 No alterations, amendments, omission, suspensions or variations of the works (hereinafter referred to as variation) under the Contract as detailed in the Contract Documents, shall be made by the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation within the time agreed between the Owner and the Contractor and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Owner/Purchaser thereof in writing before carrying out such suggested variation and the Owner/Purchaser shall decide forthwith whether or not the same shall be carried out and if the Owner/Purchaser confirms his instructions, Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed.

81.2.0 In the event of the Owner requiring any variation such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements accordingly and in cases where goods or materials are already prepared or any design, drawings or patterns made or work done required to be altered, contractor shall carry out such works without any cost escalation to the Owner.

81.3.0 In any case in which the Contractor has received instruction from the Owner/Purchaser as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Owner/Purchaser to that effect. But the Owner/Purchaser shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the competent authority of owner / purchaser.



81.4.0 If any variation in the works, results in reduction of Contract price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

81.5.0 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, between the Owner/Purchaser and the Contractor, final decision shall be made based on the written evidences or explanatory documents submitted to the Owner/Purchaser by the Contractor, but in any case both parties shall make best effort to conclude mutual agreement.

#### **82.0.0 DEFENSE OF SUITS**

82.1.0 If any action in courts is brought against the Owner/Purchaser or Owner or an officer or agent of the Owner/Purchaser, for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence on the part of the Contractor or in connection with any claim based on lawful demands of sub-contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner/Purchaser and the Engineer and or his representative harmless from all losses, damages, expenses or decrees arising such action.

#### **83.0.0 FOREIGN FIELD PERSONNEL**

83.1.0 The Contractor shall submit to the Engineer, a complete list of foreign field personnel (including necessary data as may be required by Engineer), required for the performance of the works in India. He shall also intimate the programme of their visit to India and departure from India during the pendency of the Contract well in advance so as to enable the contractor to obtain all necessary documentation for their visit. The Engineer will have the right to review the list of such personnel and ask for increase in the strength or reschedule the visits of such personnel if in the opinion of the Engineer, the list of personnel mentioned is not sufficient for effective performance of the Contract.

#### **84.0.0 HEADINGS AND MARGINAL NOTES**

84.1.0 The headings and marginal notes to any clause of the Contract shall not affect or control the construction of such clause.

#### **85.0.0 LIMITATION OF CONTRACT SPECIFICATION FOR EQUIPMENTS, COMPONENTS & SYSTEMS**

Equipment/systems furnished shall be complete in every respect with all mountings, fittings, fixtures, and standard accessories normally provided with such equipment and or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. It is strongly preferred that all similar standard components including transformer oil/parts of similar standard equipment, same make provided, shall be inter-changeable with one another without any modification, drilling.

#### **86.0.0 FIRST FILL OF OILS, LUBRICANTS, ETC.**



Apart from the first fill of lubricants, additional 10% of first fill of oils, lubricants and essential chemicals, etc., which will be required to commission the equipment covered under the scope of Specification shall be furnished by the Vendor/Contractor unless specifically excluded under the exclusions in these specifications and documents.

#### **87.0.0 DESIGN IMPROVEMENTS**

The Engineer or the Vendor/Contractor may propose changes in the 'Specification' of the equipment or quality thereof and if the parties agree upon any such changes in the 'Specification' shall be modified accordingly without any cost and time implication to Owner.

#### **88.0.0 Deleted**

#### **89.0.0 PRESERVATIVE SHOP COATING**

All exposed metallic surface subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall beforehand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mild scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two coats of primer. Electrical equipment shall be shop finished with one or more coats of primer and two coats shall be as per Manufacturer's standards to be selected and specified by the Engineer at a later date. Specific paints suitable for corrosive nature environment shall be applied on the structures/items. The same shall be approved by owner before apply.

91.0.0 Shop primer for all steel surfaces which will be exposed to operating temperature below 95°C shall be selected by the Vendor/Contractor, after obtaining specific approval of the Engineer regarding quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than 95°C and such primers shall also be subject to the approval of the Engineer.

91.1.0 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the Engineer.

#### **90.0.0 PROTECTIVE GUARDS**

92.1.0 Suitable guards shall be provided for protection of Personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

#### **91.0.0 TOOLS AND TACKLES**

93.1.0 The Vendor/Contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly, Operation and maintenance of the equipment under this package. List of such tools and tackles shall be submitted by the Contractor for approval by Owner. However, these tools and tackles shall be separately packed and brought on to 'Site'. The other requirements shall be as per 'Specification'.

93.2.0 Tools and Tackles shall be technically suitable for installation & erection of Plant and Machineries conforming to relevant BIS safety and technical standards for proper execution of



work. The Owner, in no way, shall be responsible for supply of any tools and tackles for implementation of the work

#### **92.0.0 CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL**

94.1.0 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by Contractor and be shall not divulge or allow access to them by any unauthorized persons.

#### **93.0.0 SOFT COPIES OR DRAWINGS, DIAGRAMS, DOCUMENTS, MANUALS ETC.**

95.1.0 Notwithstanding anything stated elsewhere in this Tender Specification Volumes, editable Soft copies in the form of Compact Disc / USB flash Pen drive are to be supplied by the Tenderer for the drawings, documents, diagrams, manuals etc., for all the equipment covered under the Contract in addition to the Hard copies as stipulated in Volume II, Section -1, General Technical Specification. Design calculation in excel, in case design calculation are based on software, all inputs and outputs to the software shall be explained with justification. More ever approximate excel calculation shall be submitted as cross check wherever specific design software's are used.

#### **94.0.0 CHANGES IN WORK**

##### **96.1.0 INTRODUCING A CHANGE**

96.1.1 The purchaser shall have the right to propose, and subsequently require that the project manager order the Contractor from time to time during performance of the contract to make any change, modification, addition or deletion to, in or from the facilities (hereinafter called "change"), provided that such change falls within the general scope of facilities and does not constitute unrelated work and that is technically practicable, taking into account both the state of advancement of the facilities and the technical compatibility of the change envisaged with the nature of the facilities as specified in the contract.

The contractor may from time to time during its performance of the contract propose to the Owner/GIPCL (with a copy to the project manager) any change that the contractor considers necessary or desirable to improve the quality, efficiency or safety of the facilities. The purchaser at its discretion approves or rejects any change proposed by the contractor.

96.1.2 Notwithstanding GCC Sub clause 96.1.1, 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 of completion.

##### **96.2.0 PURCHASER-INITIATED CHANGES IN WORK**

96.2.1 If the Purchaser proposes a change pursuant to GCC sub clause 96.1.1, it shall send the contractor a "Request for Change Proposal" requiring the contractor to prepare and furnish to the project manager as soon as reasonably practicable a "Change Proposal", which shall include the following:



- Brief description of the change
- Effect on time of completion
- Estimated cost of change
- Effect on functional guarantees (if any)
- Effect on any other provisions of the contract.

96.2.2 The pricing of any change, shall as far as practicable, be calculated in accordance with rates and prices included in the contract. If the rates and prices of any change are not available in the contract, the parties thereto shall agree on specific rates for the valuation of change and it shall be consistent with fair market value.

96.2.3 If before or during the preparation of the change proposal it becomes apparent that the aggregate effect of compliance therewith and with all the change orders that have already become binding upon the contractor under this GCC clause 96.0.0 would be to increase or decrease the contract price as originally set forth in the Contract agreement by more than fifteen (15) percent, the contractor may give a written notice of objection thereto prior to furnishing the change proposal as aforesaid. If the purchaser accepts the contractor's objection, the purchaser and the contractor shall agree on specific rates for valuation of the change.

96.2.4 Upon receipt of change proposal, the purchaser and the contractor shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the contract or of the limit of 15% set forth in clause 96.2.3 has been exceeded. Within fourteen (14) days after such agreement, the purchaser shall, if it intends to proceed with change, issue the contractor with a change order. If the purchaser is unable to reach a decision within fourteen (14) days, it shall notify the contractor with details of when the contractor can expect a decision. If the purchaser decides not to proceed with the change for whatever reason, it shall, within the said period of fourteen (14) days, notify the contractor accordingly.

96.2.5 If the purchaser and the contractor cannot reach agreement on the price for change, an equitable adjustment to the time for completion, or any other matters identified in the change proposal, the purchaser may nevertheless instruct the contractor to proceed with the change by issue of a "Pending Agreement Change Order". Upon receipt of the pending agreement change order, the contractor shall immediately proceed with effecting the changes, covered by such order. The parties shall thereafter attempt to reach the agreement on the outstanding issues under the change proposal. If the parties cannot reach agreement within two (2) months from the date of issue of the pending agreement change order, then the matter may be referred to the Arbitrator.

#### **96.3.0 CONTRACTOR – REQUESTED CHANGE ORDERS**

If the contractor proposes a change pursuant to GCC sub clause 96.1.1, the contractor shall submit to the project manager a written "Application for Change Proposal", giving reasons for the proposed change and including the information specified in GCC Sub Clause 96.2.1. Upon receipt of the application for change proposal, the parties shall follow the procedures outlined in GCC Sub clauses 96.2.4 & 96.2.5.

#### **96.4.0 COMPLIANCE WITH CONTRACT**



Changes in the work shall be performed within the applicable provisions of this Contract. Upon receipt of a Change Order, Contractor shall proceed expeditiously unless otherwise provided for in the Change Order. Contractor shall perform to extra or changed work unless specifically authorized by Purchaser.

#### **96.5.0 INITIATION**

Either party may request a Change Order. For Purchaser initiated changes, Purchaser may require a proposal from Contractor to complete the changed work prior to authorizing any change to this Contract. Within fourteen (14) days of receipt of such request for a proposal, Contractor shall provide a written proposal to Purchaser setting forth any anticipated adjustments to the project Variables and this Contract Master Schedule that such Change order may require. If a Change Order is requested by Contractor, the request must include a description of the change in work, its effect on the project Variable, the effect on this Contract Master Schedule any other information necessary for the Purchaser to evaluate making the change. Costs associated with the requested change shall be broken down in detail in a manner acceptable to Purchaser and submitted in the request contemplated. The Public Works Department (PWD)/CTU OR STU schedule of rates, precedent rates adopted by contractor for a similar work and approved by owner and prevailing market rates may be considered in the above order to evaluate the cost of change. Costs incurred by Contractor with respect to Purchaser initiated Change Orders (except for Change Orders resulting from events of Force Majeure or Purchaser caused delays) in preparing the proposal shall be borne solely by Purchaser, provided however, that Contractor shall have previously notified Purchaser in writing of the estimated costs of preparing such request and Purchaser shall have authorized Contractor to proceed with such preparations, and provided that Purchaser reimbursement obligation shall not exceed Contractor's estimate without Purchaser's prior written approval of such additional expense. All costs in preparing Contractor requested Change Orders and Change Orders resulting from Events of Force Majeure or Purchaser Caused Delay shall be borne exclusively by Contractor.

#### **96.6.0 NOTIFICATION OF CHANGE ORDER**

Contractor shall immediately advise the Owner in writing of any request by the Owner that it believes/constitutes as Change Order and will not perform such work until properly authorised by Owner.

#### **96.7.0 VALUATION AND PAYMENT OF CHANGE ORDERS**

Change Orders that impact the Contract Price will result in lump sum increase or decrease to the Contract Price. If work is deleted Purchaser and Contractor will agree on a lump sum deduction from the Contract Amount.

#### **96.8.0 CONDITIONS FOR CHANGE ORDERS.**

Contractor shall only be entitled to an increase in this Contract Amount or an extension of the Guaranteed Performance Dates with respect to any work performed if such works is included in one of the following:

A formal written amendment or a change order.



#### **96.9.0 DELETION FROM WORK**

The Purchaser may delete from the work any item by Change order. Any deletion of an item shall not invalidate any Contract provision or other requirement and Contractor will complete the work not so deleted under this Contract. Such deletions from the work may include Purchaser procurement of plant, materials and equipment which Contractor is otherwise obligated to Purchase there under.

#### **96.10.0 CHANGES IN APPLICABLE LAWS**

In the event any change in applicable Laws, applicable Permits or the technical requirement of this Contract entitles Contractor to a Change Order pursuant to this Section. Contractor's obligation to perform the work in compliance with such applicable Laws, Applicable Permits or the technical requirements of this Contract shall be subject to Purchaser's execution of such Change Order.

#### **95.0.0 USE OF CONTRACT DOCUMENTS AND INFORMATION**

97.1.0 The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any Specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

97.2.0 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in various Contract documents except for purpose of performing the Contract.

97.3.0 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contract.

#### **96.0.0 WORKS TO THE SATISFACTION OF THE ENGINEER AND OWNER**

98.1.0 The Contractor shall execute, complete and maintain the works including statutory requirements strictly in accordance with the Contract to the satisfaction of the Engineer/ Owner and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) connected with or concerning the works. The Contractor shall take instructions and directions only from the Purchaser/ Engineer/ their representative.

98.2.0 The detailed programme should show the order of procedure and method in which he proposes to carry out the works. The Contractor shall whenever required by the Engineer or Engineer's representative, furnish for his information particulars in writing of the Contractor's agreement for the carrying out of the works and of the construction and Temporary works which the Contractor intends to supply, use or construct as the case may be, the submission to and approval by the Engineer or Engineer's representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract, particularly for the quality and timely completion of the works, as contemplated in the L.O.I and provided in the price schedule & delivery period clause of agreement.



### **97.0.0 NEGLIGENCE**

99.1.0 If the Contractor neglects to manufacture or supply the plant and equipment with due diligence and with expeditiousness or refuses or neglects to comply with any reasonable order given to it in writing by GIPCL or contravenes any provisions of the Contract, GIPCL may give seven (7) seven day notice in writing to the Contractor, to make good the failure, neglect or contravention complained of. If the Contractor fails to comply with the notice within reasonable time from the date of serving thereof, in the event of failure, neglect or contravention capable of being made good within that time, then in such case, if GIPCL thinks fit, it shall be lawful for it to take the manufacture or supply of plant wholly or in part, out of the Contractor's hand and give it to another person on Contract at a reasonable price and GIPCL shall be entitled to retain any balance which may be otherwise due on the Contract by it to the Contractor or such part thereof as may be necessary, to the payment of the cost of manufacture or supply of such plant as aforesaid.

99.2.0 If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good such deficiency, GIPCL shall take action in the manner it may consider deem fit in terms of the Contract.

### **98.0.0 STOPPAGE OF WORK**

100.1.0 The Owner shall not be responsible and not liable to pay any compensation due to stoppage of work as a reaction from local public due to any undue action on the part of the Contractor causing annoyance to local people.

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