



VOLUME I

SECTION 5.0

SPECIAL CONDITIONS OF CONTRACT (SCC)



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SECTION – 5

SPECIAL CONDITIONS OF CONTRACT (SCC)



1.0 INTENT OF CONTRACT

The scope of the Contractor comprises Design, Engineering, Supply, Installation, Testing, Commissioning and Comprehensive O&M of 2 X 0.5MLD Desalination Plants at **2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL)** at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project at Great Rann of Kutch, Gujarat

- 1.1 The scope also includes supply of Recommended spares "if ordered by the Owner".
- 1.2 It is also the intent of the contract to assign single point responsibility for the EPC Contract. All the work shall be executed on EPC basis in strict conformity with the provisions of the Contract documents explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not.
- 1.3 The equipment and installation shall conform to high standards of engineering, design, and workmanship in all respects and shall be capable of performing continuous operation in satisfactory manner. The Contractor within the contract price shall provide all supplies and services including any equipment or accessories not specified herein but necessary for satisfactory operation of entire Desalination Plant. Any discrepancy/ambiguity found during erection and commissioning at site, decision of GIPCL/Owner will be final

It is the responsibility of the Contractor to obtain any permit or license etc. wherever applicable for this work on behalf of GIPCL.

2.0 SITE INSPECTION AND BASIS OF BID

- 2.1 The volume and quantity of work indicated in schedule of works may vary. The Contractor should visit the Site before quoting rate for civil works. After taking into consideration all aspects of the site, condition of soil etc., the Contractor should quote for civil works. No extra claim will be entertained after award of work. The foundation design of Desalination Plant along with equipment, building etc. shall have to be approved by GIPCL. In case of any defects arising in the building during guarantee period, the Contractor shall have to rectify the same at its own cost.

3.0 PROGRAM OF WORK

- 3.1 The Contractor shall submit the program of work within 15 days from the date of receipt of Letter of Intent (LoI). The program shall include a Bar Chart indicating there in the starting position and completion date of each of the major items of work.

4.0 ASSOCIATE ARRANGEMENT (If applicable)

Deleted

5.0 IMPORT LICENSE

- 5.1 The domestic bidders should note that Import license for importing any components or assemblies or raw materials or finished products from any country of any foreign collaborator or



associate or sub-vendor etc. will have to be arranged by the bidder / contractor himself. The Owner will only issue essentiality certificate for availing concessional tariff (if applicable).

- 5.2 The bidder is required to quote his price considering any concessional duty, if available. To avail the concessional custom duty the Owner shall issue certificate, at the request of the Contractor. For issue of such certificate, the Contractor shall give advance notice. It shall be the responsibility of the Contractor to get approval of the appropriate authority for the list of imported items and avail concessional custom duty. In case the Contractor fails to avail the concessional custom duty (which he might have considered while submitting his bid) for any reason, whatsoever, then the bidder shall not have any claim on the Owner on this account.

6.0 GENERAL REQUIREMENTS

- 6.1 The equipment covered under the scope are required for a vital installation where the continuity of service is of utmost importance. Their design, materials and manufacture shall be of highest order to ensure continuous and trouble-free operation.
- 6.2 The design of the equipment shall conform to the relevant provisions as brought out in Technical Specification (Volume II) of bidding document. All similar items and removable parts of similar equipment shall be identical and interchangeable with each other. All materials shall be of best quality and capable of satisfactory operation under tropical climatic conditions.
- 6.3 In case of any conflict amongst various sections, drawings, schedules etc., the most stringent requirement shall govern; decision of the Owner shall always be final & binding on the Contractor.

7.0 DELETED

8.0 DELETED

9.0 WORK COMPLETION PERIOD

- 9.1 The entire project of Design, Engineering, Supply, Installation, Testing, Commissioning and Comprehensive O&M of 2 X 0.5MLD Desalination Plants at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL) at 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project at Great Rann of Kutch, Gujarat shall be completed as per schedule furnished below:

S.No	Description of Activity	Period of Completion from the date of LOI (in months)
1	Phase-I 0.5MLD Capacity Desalination Plant - startup tests, pre-commissioning Checks, Commissioning, Reliability run tests, Performance Guarantee Tests & Taking Over	4



S.No	Description of Activity	Period of Completion from the date of LOI (in months)
2	Phase-II 0.5MLD Capacity Desalination Plant - startup tests, pre-commissioning Checks, Commissioning, Reliability run tests, Performance Guarantee Tests & Taking Over	7

Note: The bidder also needs to perform the Comprehensive Operation and Maintenance for a period of 3 years as specified in the relevant specifications of this tender document.

- 9.2 The bidder has to furnish a schedule indicating various activities involved in the project and probable time required to complete each activity.

10.0 DELAY IN COMPLETION OF WORK PERIOD

- 10.1 Liquidated damages for delay in completion of plant shall be levied as indicated in clause 25.0, GCC, Section 4 of Volume I.
- 10.2 Deleted
- 10.3 Where supply affected in part or works executed in part, could not be beneficially used by the GIPCL (due to such incomplete supply/execution), liquidated damages should be worked out on the basis of complete contract price only, and not on the value of delayed portion. The LD for delay will be calculated on the total contract value, if incase the delay are not attributable to GIPCL/ Owner.
- 10.4 The defaulting Contractor shall be made liable to pay to the GIPCL in addition to liquidated damages for delay, the actual difference in price, wherever GIPCL orders the delayed quantity to be supplied/executed by other agencies at a higher rate.
- 10.5 If the Contractor fails to deliver the plant or fails to start the work within specified time frame after issue of LoI or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, GIPCL shall have the right to get the work done through any other agency at the risk and cost of the Contractor. Further to this, GIPCL may, without prejudice to the right of the Contractor to recover damages for breach of trust of the Contract, may impose penalties.
- 10.6 Notwithstanding anything contained in this tender document, bidders to note that Completion time of Project activities as per the prescribed timeline/schedule is the essence of the Contract. It is envisaged that EPC Contractor shall plan and achieve progress of the Project on or before the prescribed timeline/schedule without fail.
- 10.7 If, at any time, the CONTRACTOR's actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed Project activities, the CONTRACTOR shall submit to the OWNER, a revised program with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The CONTRACTOR shall, at



the same time/forthwith notify promptly to GIPCL of the steps being taken to expedite progress of the Project activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Contractor shall in order to overcome the situation, forthwith mobilize required additional resources like manpower, materials, machineries etc. to achieve the prescribed timeline/schedule at his risk and cost.

- 10.8 In case further slippage is observed in the progress of Project activities, as per agreed time schedule or failure by EPC Contractor, at any stage of the Contract, to perform the Contract diligently to fulfil his obligations as per the EPC Contract, GIPCL reserves the right to engage any other Contractor(s)/sub-contractor(s) at any time, at the risk and cost of the EPC Contractor to ensure completion of the Project activities in line with the agreed time schedule. Further, GIPCL will also deduct Liquidated Damages (LD) arising out of any such delay, if any, as per the terms of this tender document or recover the costs, expenses, losses, damages incurred or suffered by GIPCL as per the recourse available under this tender document or any other law for the time being in force.
- 10.9 The said right of the GIPCL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Contractor.
- 10.10 The Contractor shall indicate duration of all the activities in activity chart in conformity with the overall schedule of the completion of project. The Contractor shall submit the activity chart in form of Bar Chart which shall be discussed and finalized and shall be a part of Contract.

11.0 CONTRACT PRICE

- 11.1 The price for the entire scope of work as covered under the contract shall be treated as contract price. Price break up for supplies, services and Comprehensive Operation & Maintenance shall be as per Price Schedule. Bidder shall fill in the details required in all the schedules as prescribed and as per the price break up in each of the Price schedules, failing which the bid is liable for rejection.
- Bidder shall also fill in all the details required in all the formats and schedules as prescribed in the specification, (the performance parameters in particular required for evaluation of bids), failing which the bid is liable for rejection.
- 11.2 Taxes & duties indicated in the price schedule are as prevailing on the date of submission of the bid. However, all taxes & duties applicable on direct transactions between the Owner and the Contractor shall be reimbursed to the Contractor at actual against the documentary evidence of payment of the same by the Contractor. The rates for all the bought-out items shall be inclusive of all taxes and duties. No statutory variation of taxes and duties etc. will be allowed for the bought-out items.
- 11.3 The contract price will be split into supply, erection and O&M packages. GST shall be paid by Owner.

12.0 PAYMENTS

- 12.1 The Owner, as per guidelines and conditions specified herein, shall authorize the payment to the Contractor only for the performance of the works under the contract. All payments during the currency of the contract shall be "on account" payments only. It shall be the responsibility of the Contractor to effect payments to his collaborator/associate, principal, sub- vendor, sub-



contractor, supplier etc. The Contractor shall hold the Owner harmless and indemnified from and against all such claims.

13.0 DUE DATES FOR PAYMENT

- 13.1 The Owner shall make progressive payment as and when the payment is due as per the terms of payment set forth. Payment shall become due and payable by the owner within 30 (thirty) days from the date of receipt of contractor's bill/invoice/debit note by the Owner provided the documents submitted are clear and complete in all respects.

14.0 PAYMENT SCHEDULE (BILLING BREAK-UP)

- 14.1 The contractor shall prepare and submit to the Engineer, for approval, a breakup of the Contract Price (Billing break up). Any payment under the Contract (except initial advance payment, if any), shall be made only after the Contractor's price breakup (billing break up) is approved by OWNER/GIPCL.

15.0 APPLICATION FOR PAYMENTS

- 15.1 Subject to any deduction which the Owner may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Contractor shall be entitled to payment as per the terms and conditions specified.
- 15.2 All payments shall be made in Indian Rupees (INR), unless otherwise specified in the Lol/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.
- 15.3 The Contractor shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment.
- 15.4 Each such application shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works and of the equipment shipped/received at the site pursuant to the contract or erection at site completed up to the date mentioned in the application and for the period covered since the last preceding application, if any.
- 15.5 No sum shall be included in any payment application in respect of the works that, according to the decision of the Engineer, does not comply with the contract, or has been performed, at the date of certificate, prematurely.
- 15.6 All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
- 15.7 In case Contractor fails to submit the invoice with all the required documents to process payments, GIPCL reserves the right to hold the payment of the Contractor against such bills.

16.0 MODE OF PAYMENT

Payment for supply, erection, testing & commissioning including mandatory spares shall be released by Financial Controller/ Central Payment/GIPCL/HQ by A/c Payee Cheque/RTGS/NEFT on any Nationalized/ Scheduled Banks or their branches. Bank charges if any will be to the account of the contractor.

All payments (Supply and Works) shall be made within 30 days of receipt of invoice with valid supporting documents.

**17.0 TERMS OF PAYMENT**

The invoices along with the documents listed in the relevant clauses of tender document shall be submitted by the Contractor to the Manager/ Projects, Gujarat Industries Power Company Limited, 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project at Great Rann of Kutch, Gujarat for the payment towards supply, freight & insurance, loading, unloading, handling at site & storage & security, erection, testing and commissioning of equipment & supply of spares and O&M. The Original Invoice to be marked to Project Manager -GIPCL. Copies may be distributed as per instruction of owner. The Tender is a comprehensive EPC Contract of Supply and Works. The LoI shall be provided to the Successful Bidder.

17.1 PAYMENT TOWARDS SUPPLY

The Owner shall pay the Contractor in the following manner for supply of material and at the following time for achieving the respective milestones for the Supply. The LoI shall be provided to the Successful Bidder. The payment terms for Supply are given below.

Sr. No.	Payment Milestones	Amount
1.	Advance Payment (10% of Supply Price excluding taxes & duties) against (i) Acceptance of LOI (ii) Submission of Advance Bank Guarantee of equivalent amount (iii) Submission of Performance Bank Guarantee (validity of minimum 25 months) -10% of the EPC Contract Price excluding Comprehensive Operation & Maintenance price (iv) Submission of Detailed Project execution schedule	10% of Supply Price excluding taxes & duties
2.	Supply & Delivery of materials at Site on Pro-rata basis w.r.t approved Billing Break up by Owner.	70% of Supply Price
3.	Completion of Erection & installation of Desalination Plant	10% of Supply Price
4.	Upon Successful Commissioning of the entire Project.	5% of Supply Price
5.	Acceptance of PG tests, Completion of punch list points and Taking Over	5% of Supply Price

Note:

1. Refer Schedule-4 of Section-8- Price Schedules for breakup of price for Supply.
2. "Supply Price" is equal to the price of Supply of all equipment portion under "EPC Contract Price" (including taxes of Price Schedule) quoted by the Contractor in its Financial Proposal.
3. Supply payments are subject to receipt of goods at site.

**17.2 PAYMENT TOWARDS WORKS:**

Payment Terms for the Works shall be as per the following table. The Owner shall pay the Contractor in the following manner for all the civil construction, erection, testing, commissioning.

Sr.No.	Milestone for Works	Amount
1.	Mobilization Advance Payment: Against mobilization at site and submission of BG of equivalent amount	10 % of Contract Value of Works (excluding taxes and duties)
2.	Against monthly RA bills for the Works executed at site	70 % of Contract Value of Works
3.	Upon completion of Erection & Installation	10 % of Contract Value of Works
4.	Upon Successful Commissioning of the entire Project	5 % of Contract Value of Works
5.	Acceptance of PG tests, Completion of punch list points and Taking Over	5% of Contract Value of Works

Note:

1. Refer Schedule-6 of Section-8- Price Schedules for detailed breakup of works.
2. "Erection, Testing and Commissioning Works Price" is equal to the price of Works (all the erection, testing and commissioning works) portion of "EPC Contract Price" (including taxes) quoted by the Contractor in its Financial Proposal.

17.3 PAYMENT TOWARDS FREIGHT & INSURANCE, LOADING, UNLOADING AND HANDLING AT SITE

The payment terms for Freight & Insurance, Loading, Unloading and handling at site are given below.

Sr. No.	Payment Milestones	Amount
1.	Ocean / Road/Rail/Air transportation/ Freight & Insurance (F&I), loading, unloading and handling of materials at Site and storage & security w.r.t approved Billing Break up by Owner.	90% of Price for Freight & Insurance + Reimbursement of Taxes as actual.
2.	Upon Successful Commissioning of the entire Project.	5% of Price for Freight & Insurance
3.	Acceptance of PG tests, Completion of punch list points and Taking Over of the entire project.	5% of Price for Freight & Insurance



1. Refer Schedule-5 of Section-8- Price Schedules for detailed breakup of price for Freight & Insurance, Loading, Unloading and Handling at Site.
2. "Freight & Insurance, Loading, Unloading and Handling at Site." is equal to the "Prices Freight & Insurance, Loading, Unloading and Handling at Site." (including taxes of Price Schedule) quoted by the Contractor in its Financial Proposal.

17.4 PAYMENT TOWARDS MANDATORY SPARES:

The Owner shall pay the Contractor in the following manner for supply of Mandatory spares and at the following time for achieving the respective milestones. The payment terms for supply & delivery of Mandatory Spares at project site shall be as given below:

Sr. No.	Payment Milestones	Amount
1.	Supply & Delivery of Mandatory Spares at Site on Pro-rata basis w.r.t approved Billing Break up by Owner.	90% of Mandatory Spares Price
2.	Upon Successful Commissioning of the entire Project.	5% of Mandatory Spares Price
3.	Acceptance of PG tests, Completion of punch list points and Taking Over	5% of Mandatory Spares Price

Note:

1. Refer Schedule-7 of Section-8- Price Schedules for detailed breakup of price for Mandatory spares.
2. "Mandatory Spares Price" is equal to the "Prices for Mandatory Spares" (including taxes of Price Schedule) quoted by the Contractor in its Financial Proposal.
3. Mandatory Spares payments are subject to receipt of spares at site.

17.5 PAYMENT TOWARDS SPECIAL TOOLS & TACKLES:

The Owner shall pay the Contractor in the following manner for supply of Special Tools & Tackles and at the following time for achieving the respective milestones. The payment terms for supply & delivery of special tools & tackles at project site shall be as given below:

Sr. No.	Payment Milestones	Amount
1.	Supply & Delivery of Special Tools & Tackles at Site on Pro-rata basis w.r.t approved Billing Break up by Owner.	90% of Special Tools & Tackles Price
2.	Upon Successful Commissioning of the entire Project.	5% of Special Tools & Tackles Price
3.	Acceptance of PG tests, Completion of punch list points and Taking Over	5% of Special Tools & Tackles Price

**Note:**

1. Refer Schedule-8 of Section-8- Price Schedules for detailed breakup of price for Special Tools & Tackles.
2. "Special Tools & Tackles Price" is equal to the "Prices for Special Tools & Tackles" (including taxes of Price Schedule) quoted by the Contractor in its Financial Proposal.
3. Special Tools & Tackles payments are subject to receipt of Special Tools & Tackles at site.

17.6 PAYMENT TOWARDS TRAINING:

Payment Terms for the Training shall be as per the following table.

Sr. No.	Milestone for Works	Amount
1.	Upon successful completion of Training (as per Schedule)	100 % of Contract Value of Training (including taxes and duties) as per actual Days / training program took place & certified by the Engineer In-Charge of GIPCL

1. Refer Schedule-9 of Section-8- Price Schedules for detailed breakup of price for Training.
2. "Training Price" is equal to the "Prices for Training" (including taxes of Price Schedule) quoted by the Contractor in its Financial Proposal.

17.7 PAYMENT TOWARDS OPERATION AND MAINTENANCE CHARGES:

Payment Terms for the O&M shall be as per the following table. The Owner shall pay the Contractor in the following manner for the annual maintenance charges.

Sr. No.	Milestone for Works	Amount
1.	Against Annual RA bills for the Comprehensive O&M executed at site and certified by Engineer In-Charge of GIPCL. Submission of Performance Bank Guarantee for an amount equal to 10% of the Comprehensive Operation & Maintenance price, before two (2) months from the date of commencement of Comprehensive Operation & Maintenance and should be valid up to 44 Months (i.e. 2 months before commencement of O&M + 36 Months O&M + 6 Months claim period).	Contract value Equally divided for 3 years

Note:

1. Refer Schedule-12 of Section-8- Price Schedules for detailed breakup of O&M.



2. "O&M Price" is equal to the price of Comprehensive Operation and Maintenance Charges (O&M) portion (including taxes) quoted by the Contractor in its Financial Proposal.
3. Invoices shall be raised on GIPCL's name by the O&M Contractor and the payment shall be directly done by GIPCL to the O&M Contractor.

18.0 MANDATORY SPARES

- 18.1 A list of mandatory spare parts to be supplied by the Contractor is given in Volume-II. These spares should be dispatched that they are available at site before commencement of PG test. The value of the mandatory spares shall not exceed 5% of the CIF value of the equipment price to be supplied under this EPC contract. The contractor shall be responsible for safe storage of mandatory spares till completion and taking over of the plant by GIPCL. The payment shall be made in line with Schedule-7 of Section-8- Price Schedules.

18.2 RECOMMENDED SPARES

The contractor in his bid shall furnish the list of spares over and above the mandatory spare required for operation and maintenance of the plant on a long-term basis, with price inclusive of all taxes and duties including inland transportation and insurance charges. The recommended spares shall be supplied by the Contractor if ordered by the Owner/GIPCL and the supplied recommended spares Warranty/Guarantee requirements shall be as per requirement of clause no. 55.9 of Section 4- Volume-I - GCC.

19.0 QUALITY PLAN FOR MANUFACTURE OF EQUIPMENT

- 19.1 The Quality plan for manufacture is a document, which presents in a tabular form. The Quality Control checks to be exercised by the Contractor during the various stages of manufacture and dispatch in order to meet the requirements of this Contract. This plan shall detail the components manufactured, characteristics being controlled and acceptance norms for this characteristic and the agency responsible for performance and witnessing the checks.
- 19.2 After issuance of Letter of Intent (LOI), the contractor shall submit to the Owner, the detailed quality plans to be followed during manufacture of all major equipment. These quality plans shall be discussed mutually and updated by the Contractor taking into consideration the requirement of the Owner. The quality plan when approved shall form a part of the contract. This document shall be followed for inspection of the concerned equipment.
- 19.3 The details of the quality assurance / quality checks envisaged by the Contractor during manufacturing of the equipment supplied by him or procured through his sub-vendors / sub-contractors shall be detailed out in the quality plans to be submitted by the Contractor. The contractor may also furnish any additional information regarding quality assurance / quality checks in the additional sheets, if required. Quality plans for major equipment manufactured by the Contractor or procured through his sub-vendors / sub-contractors shall be submitted during engineering. After approval of the Owner is accorded various quality plans shall be bound as a booklet and shall be submitted to the Owner as soon as possible. The contractor shall ensure that the approved quality plans are followed scrupulously by him and by his sub-vendors / sub-contractors and manufacturing of the items covered under the quality plans shall be taken up only after Owner has approved the quality plan.



20.0 OWNER'S REPRESENTATIVE AT SITE

- 20.1 Manager/Projects/2375MW RE Park GIPCL Project, “**2 X 0.5MLD Desalination Plants**” at 2375MW Solar/Wind/Hybrid Renewable Energy Park Project at Great Rann of Kutch, Gujarat” shall be the Owner's representative at site and shall act as an In-charge for all the site works. The contractor's Resident Engineer shall report to him for all day to day works.

21.0 CONSIGNEE

All materials shall be consigned to:
Manager/Projects/2375MW Solar/Wind/Hybrid Renewable Energy Park Project
Gujarat Industries Power Company Limited
2375MW Solar/Wind/Hybrid Renewable Energy Park Project

22.0 PAINTS, CONSUMABLES

- 22.1 Pursuant to the Clause No. 25.0 of Section 6, Volume I, it shall be the responsibility of the contractor to supply all the paints as required.
- 22.2 It shall be the responsibility of The Contractor to supply all consumables like, grease, lubricating oils, all chemicals, ink & graphs for recorders etc., up to satisfactory completion of reliability run test. The Contractor shall also arrange any additional quantities required specifically for the Performance Guarantee Test. Contractor shall furnish specifications of all such consumables to enable the Owner to purchase his future requirements well in advance.

23.0 THIRD PARTY INSPECTION

- a) **Indigenous supplies:** - The equipment to be supplied under this Contract shall be inspected during manufacturing as per the quality plan to be finalized. Material verification and stage inspection at all important stages as well as final testing and inspection fall within this scope. The inspection shall be carried out by a third-party inspection agency to be appointed by the Owner for indigenous supplies. The cost towards this inspection shall be borne by the Owner.
- b) **In the case of imported supplies:** - For imported materials or non- indigenous supplies, the inspection shall be carried out either by a foreign agency of repute to be appointed by the contractor as approved by the Owner or will be witnessed by the Owner. All costs (travel, local transport, lodging and boarding) related to inspection of imported supplies shall be borne by the Owner.

24.0 OPERATION AND MAINTENANCE MANUALS

- 24.1 For all the equipment supplied by the Contractor, he shall submit to the Owner five sets of the O&M manuals. The manual shall contain the operational features of the equipment, DOs & DON'Ts, trouble shooting, maintenance schedules for preventive maintenance, detail dimensional drawings, cross sectional drawings, method of assembly etc. to make the Owner's staff acquainted with the equipment as well as to enable them to operate and maintain the same in prescribed manner. Manuals shall contain all information for ordering of the spares, like part name, part no., Drawing/ material Specifications, address of the supplier with phone no. &



fax no. etc. Contractor shall ensure that these O&M manuals are made available to the Owner well before starting of initial trials of equipment.

24.2 ERECTION MANUALS

- 24.2.1 In order to enable the engineers of the Owner to supervise the works properly, Contractor shall furnish five copies of erection manuals depicting therein the erection procedure, special precautions to be taken, various clearance to be maintained, erection checks and tests to be carried out before the equipment is put to initial trials.

25.0 SUBMISSION AND APPROVAL OF DRAWINGS

- 25.1 The contractor shall submit the drawings in sequential order to match with completion of milestone activity. The contractor shall submit all the G.A. drawings, mechanical, electrical and civil drawings, data sheets etc. for approval of the Owner along with the design calculations and general write up wherever involved in the editable format. The drawings for all the systems shall be properly coordinated. While scrutinizing the drawings, the Owner shall indicate the corrections to be made in these drawings and documents, which the contractor shall incorporate. The Contractor then shall submit the revised drawings for approval of the Owner. On approval of the same, Contractor shall furnish six copies and soft copy on CD/Pen drive of these approved drawings to the Owner as per the distribution to be intimated. Any delay in approval of drawings by Owner, due to submission of incorrect data, non-submission of data, non-updating the drawings in line with the corrections indicated shall be to the Contractor's account. During the currency of the contract, if any approved drawings are required to be modified, such details of the modifications required to be carried out shall be separately maintained. On completion of all the works, the Contractor shall incorporate all the changes necessitated in the drawings and submit 6(six) sets of all the "As built" drawing for the records of the Owner. As the drawings shall be approved based on the basic information furnished by the Contractor, approval by the Owner shall not absolve the Contractor of his responsibilities towards correctness of design & performance of the equipment.

- 25.2 The Contractor shall submit the following documents for considering the final payment:

- a. All As- Built Drawings and O&M Manuals (In English Language);
- b. Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing and test results (including site test reports, calibration certificates etc.), manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project;
- c. Training manuals and certificate of completion of training
- d. Bill of material of all supplied equipment;
- e. Inventory of spares at projects Site.
- f. Copies of all warranties/guarantees.
- g. Parameter settings of equipment.

26.0 TEST REPORTS

- 26.1 On completion of tests of equipment at manufacturer's works, the Contractor shall furnish four (4) copies of test certificates to the Owner for approval and subsequent dispatch clearance. The test report shall invariably indicate identification data, including model no., sl. no. etc. of the equipment, method of application and duration of test along with test results. Only on approval



of these test results by the Owner or Owner's representative, dispatch clearance will be issued for dispatch of material to site.

27.0 FIELD QUALITY PLAN

- 27.1 Erection shall be carried out as per ECC, manufacturer's manual, approved quality plan & best practices of the industry. After completing erection of individual equipment, the equipment shall be tested for starting up. The list of all the inspections, tests to be carried out before starting up of the equipment shall be mutually decided. Subsequent to these tests, the equipment shall be tried as a sub system and further as a system as a whole. All the inspections and tests to be carried during these stages shall be mutually decided and as per the best practices. This schedule of inspections and the tests shall be called as field quality plan and Contractor shall follow the same during various stages of erection, testing and operations.

28.0 PROCUREMENT OF MATERIALS

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

29.0 SAMPLES

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

30.0 NOTICE OF OPERATION

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

31.0 REJECTION OF MATERIAL

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

32.0 COMMISSIONING AND TAKING OVER

"Commissioning" means pressing into service of the plant(s), Equipment(s), Vessel(s), Pipeline(s), Machinery (ies) and systems and sub-systems comprised within the UNIT in accordance with the procedures as approved in the applicable Operating Manual and as per the requirement of Owner/GIPCL after successful testing, pre-commissioning and Reliability run of the UNIT.



The schedule of Taking over of the entire 2 x 0.5MLD Capacity Desalination plant to be referred to clause no.9 of Section-5.0-Vol-1, SCC.

33.0 PERFORMANCE GUARANTEES, PENALTIES & CAPABILITY TESTS

- 33.1 The Contractor shall meet the Performance Guarantees as have been indicated in the Specifications and Schedule thereof.
- 33.2 The penalty for not meeting the performance guarantees during the Performance Guarantee Test shall be assessed and recovered from the Contractor. Such penalty shall be levied without limitations, in accordance with stipulations made in Technical Specification and shall be without prejudice to all the other conditions of the contract.
- 33.3 If the guarantees specified are not achieved by the Contractor within 20 days of notification by the Owner, he may at his discretion reject the equipment or accept it after levying and recovering suitable penalties.
- 33.4 In case there is shortfall in capability of equipment while demonstrating capability tests, the Contractor shall forth-with rectify his equipment within 20 days and re-perform the capability tests to Owner's satisfaction.
- 33.5 Any recoveries by the Owner from the Contractor due to shortfall in guaranteed performance shall be independent of provisions of Clause no. 25.0, Section-4 (GCC), Vol.-I.
- 33.6 The Owner shall provide a maximum notice of 7 days prior to date of conducting the PG test. The Contractor shall mobilize all necessary resources, requirements, instruments, etc., to conduct the PG Test.

34.0 PENALTY FOR POOR PERFORMANCE

The penalties for poor performance shall be referred to clause no.33 of Vol-I, Section-5, Special conditions of contract.

35.0 FINAL ACCEPTANCE

- 35.1 '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. In case, PG Test cannot be carried out, after Commissioning, at specified time due to reasons attributable to Owner, the Plant shall be taken over 30 days after the intimation from the Contractor provided the Owner is satisfied about his readiness of the Plant. In such case, the Owner shall give an ad hoc final acceptance certificate for the purpose of triggering the Guarantee/Defect Liability period. In such an eventuality, the Owner shall give a notice to the Contractor of his readiness to give necessary inputs to enable the Contractor to do the Performance Guarantee Test, in which case the Contractor shall arrange the Performance Guarantee Test within 30 days on receipt of such notice without any additional financial implication to the Owner.
- 35.2 On conducting the Performance Guarantee Test, if it is established to the satisfaction of the Owner that the equipment is performing as specified in the Technical Specifications, the Owner



shall issue to the Contractor a final acceptance certificate indicating the date from which the equipment has been taken over.

- 35.3 Such a certificate shall be given within 30 days after satisfactory completion of the performance guarantee test and PG test results are furnished by the Contractor to prove the achievement of the assured PG values. Owner shall not delay the issuance thereof on account of minor omissions or defects which do not affect the safe and reliable operation and/or cause any risk to the equipment. Such certificate shall, however, not relieve the Contractor of any of his obligations which otherwise survive by the terms and conditions of the contract.

36.0 TERMINATION ON THE DEATH OF THE CONTRACTOR

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

37.0 RETIRED GOVERNMENT SERVANTS TAKING TO CONTRACT

- 37.1 No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as contractor for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the contractor's service as the case may be

38.0 MISCELLANEOUS

- 38.1 The project manager appointed by contractor shall not be replaced without the prior written approval of GIPCL.
- 38.2 Any project manager or member of the Contractor at Site shall be replaced within a period of forty-eight (48) hours of intimation by GIPCL without assigning any reason thereof.
- 38.3 The Contractor shall take care of all statutory, local clearance, approvals, etc.
- 38.4 All warranties on the equipment shall be in the name of GIPCL with reference to the Clause No. 36.0 of Section-4.0 (GCC).
- 38.5 The Contractor shall be responsible for claiming and retaining any subsidy and shall quote only final price and responsibility of Project registration/ applications etc. (if any) shall lie with the Bidder only. In no case, GIPCL is responsible to provide any additional amount other than the EPC Contract Price
- 38.6 The Contractor shall provide arrangement for water drainage, which shall be appropriately arranged for dispersion/ evacuation as per the local statutory norms without causing any local inconvenience or hindrance.
- 38.7 The design philosophy and related specifications mentioned in this Tender are to be treated as baseline specifications. The Contractor may further improve the design of the Plant through minor modifications and execute the same contingent on GIPCL's approval of the new design or specification.



38.8 Based on reviewing the Project, if the progress is below expectation as judged based on GIPCL's discretion, then GIPCL shall reduce the Scope of the Contractor in part or full and assign the same to other contractor(s) at the risk and cost of the existing Contractor.

38.9 Provision for installing any additional monitoring equipment to facilitate on-line transfer of data shall be provided by the Contractor.

39.0 OPERATION AND MAINTENANCE

39.1 Term

The Term of the O&M contract shall be 3 years from the date of taking over of the plant by the Owner/GIPCL, unless specified otherwise

39.1.1 Extension of Term

The O&M Period can be extended for periods beyond the initial 3 years based on such terms acceptable to both Parties ("Contractor" and the "Employer")

39.1.2 Expiry of Term

On expiry of the Term, the Contractor shall return the Facilities in an operational condition as per Volume-II, Section-8, clause-2.2.

39.2 Scope Of O&M Work

Refer Section 8.0 of Volume II

39.3 Payment

39.3.1 Power Charges

The Contractor to run the Desalination plant as per agreed energy consumption during bidding process. Penalty shall be applicable for excess power consumption against the agreed energy consumption. The calculation for the Excess Power Charges and penalty shall be referred to the Clause 39.3.6 Section-5.0, Vol-I.

39.3.2 Billing and Payment procedure

1. The Contractor shall prepare and submit to the Employer, each month, invoice for payments receivable by the Contractor with all supporting documents. The calculations shall be submitted between the first and fifth working day of the month for the preceding month.
2. The payment calculations shall include
 - a. Fixed Payments
 - b. Variable Payments
 - c. Penalty recoverable if any
3. The Employer shall have fifteen (15) calendar days from receipt of such invoice to notify in writing to the Contractor of its acceptance thereof or the grounds for disputing such invoice. The Employer shall pay the Contractor the accepted amounts, within Thirty (30) calendar days from the date of submission of final Invoice.

**39.3.3 Fixed and Variable Payment**

- i. Operation and Maintenance of the Works shall be quoted by the Contractor which shall include all costs of labour, chemicals, repairs, spare parts, consumables, replacement of membranes, replacement of filters, filtration media, fuel, power and all other matters and things of whatsoever nature, including but not limited to local transportation, taxes if any (excluding GST), and any other services which are required for operating and maintaining the Works in accordance with the Employer's Requirements.
- ii. Fixed payment shall include the payment for Labour, operation & administration expenses, manpower, preventive & breakdown maintenance, Laboratory testing, water quality Monitoring & reporting, Safety & housekeeping, Civil structures maintenance such as painting, whitewashing, major and minor repairs of all kinds including spare and replacement, oil and grease cost.
- iii. Variable payment shall be made on actual production of treated water on per M3 basis. Variable charges shall include the Chemical, Membrane cleaning agents, antiscalants, cartridge filters, power & utility charges (if in contractor's scope), replacement of spares and consumables.

39.3.4 Disputed Payments

If there is any dispute in the whole or part of any invoice submitted by the Contractor, the Employer shall pay such amount of the invoice in question which is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute. Any or all amount so withheld but subsequently found to be properly payable following the resolution of such dispute, shall not carry any interest.

39.3.5 Taxes

The Contractor shall be responsible for paying all taxes assessed as due and payable by the Contractor except GST associated with the carrying out of the services. The Employer shall be entitled to withhold from payment to the Contractor any amount it is required by Law to so withhold. The GST will be reimbursed by GIPCL.

39.3.6 Penalty**39.3.6.1 Penalty for Failure to Maintain****Functional Guarantees**

Subject to compliance with the Contract conditions, the Contractor shall guarantee:

No.	Functional Guarantee	Requirements
1.	Water Production Quantity	1MLD (2 X 0.5 MLD) Desalinated Water
2.	Water Production Quality	As specified in the Contract
3.	Energy Consumption	 kWh per ML of Product water produced and pumped [as proposed by bidder]



If, during the Operation Service Period, the Contractor fails to meet the standards specified in the Guarantees stated above, and the cause of the failure lies with the Contractor, then the Contractor shall pay to the Employer Penalty in the following amounts.

Penalty for shortfall in Quantity of water produced

In the event Contractor is unable to deliver stipulated quantity of product water which is measured @ 1,000 m3 per day x number of days per month, penalty shall be levied as follows:

Penalty = [150%] x CQ x O&M Fee per m3 of the product water for the said month

Where, "CQ" is the reduced quantity from the Contracted (i.e 1,000 m3 per day) Quantity for the said month.

Where, "O&M Fee" is Fixed charges + variable charges in m3 mentioned in the price schedule of that particular year. The Fixed charges mentioned in price schedule shall be converted to m3 for calculation.

Penalty for Variation in Specific Power Consumption (SPC)

The Contractor shall ensure that the Specific Power Consumption (SPC) of the desalination plant during normal operation does not exceed the guaranteed value specified in the approved Performance Guarantee (PG) parameters. The guaranteed SPC shall be defined as the total net electrical energy consumed (kWh) per cubic meter of permeate water produced, measured at the main in-comer of the desalination plant, inclusive of all auxiliaries (intake pumps, RO feed pumps, dosing systems, product transfer pumps, control systems, etc.).

1. Definition and Measurement

- Guaranteed SPC (S_1): The specific power consumption value guaranteed by the Contractor during the performance test (e.g., 3.50 kWh/m³ for Desal plant).
- Measured SPC (S_m): The average specific power consumption derived from monthly O&M records, computed as:

$$S_m = \text{Total Electrical Energy Consumed (kWh)} / \text{Total Permeate Produced (m}^3\text{)}$$

- The measurement shall be based on energy meter readings and flow meter data verified jointly by the Client/PMC.

2. Penalty Criteria

If the measured SPC (S_m) exceeds the guaranteed SPC (S_1), a penalty shall be applied to recover the additional operational cost incurred by the Client. The penalty shall be computed using the following formula:

$$\text{Penalty (₹)} = (S_m - S_1) \times P \times V$$

Where:

- S_m = Measured Specific Power Consumption (kWh/m³)
- S_1 = Guaranteed Specific Power Consumption (kWh/m³)



- **P** = Weighted average electricity tariff (₹/kWh) for the respective period (as per DISCOM bill or Client tariff)
- **V** = Total permeate volume produced during the respective month (m³)

Table-1: Performance Deviation and Penalty Matrix – Power Consumption

Parameter	Guaranteed Value (S ₁)	Measured Range (S _m)	Deviation	Penalty Rate / Remarks
Specific Power Consumption (SPC)	3.50 kWh/m ³	≤ 3.50	Nil	Within guarantee – No penalty
		>3.50 to ≤3.75	Up to +7%	₹(S _m –S ₁) × P × V (no cap)
		>3.75 to ≤4.00	+7% to +14%	1.25 × ₹(S _m –S ₁) × P × V
		>4.00	> +14%	1.50 × ₹(S _m –S ₁) × P × V (subject to max 5% of O&M monthly fee)

Note: The Guaranteed Value in kWh/m³ given in above Table-1 is for example only.

Illustrative Example:

If for a given month:

- Guaranteed SPC (S₁) = 3.50 kWh/m³
- Measured SPC (S_m) = 3.85 kWh/m³
- Electricity Tariff (P) = ₹7.00/kWh
- Monthly Permeate Volume (V) = 30,000 m³

Then,

$$\text{Penalty} = (3.85 - 3.50) \times 7 \times 30,000 = 0.35 \times 7 \times 30,000 = ₹73,500$$

Since deviation falls within the 3.75–4.00 range (+7% to +14%), apply factor 1.25:

$$\text{Final Penalty} = ₹73,500 \times 1.25 = ₹91,875$$

Hence, ₹91,875 shall be deducted from the monthly O&M payment.

Penalty for Deviation in Permeate Water Quality – Total Dissolved Solids (TDS)

In line with the guaranteed process performance requirements specified under the Technical Specification and the Performance Guarantee Conditions stipulated in GCC & SCC, the Contractor shall ensure that the TDS in the permeate water shall not exceed 350mg/L (ppm) at the designated product water delivery point.



The TDS parameter is critical since the permeate is intended for photovoltaic (PV) panel washing, where dissolved solids can affect scaling, reduce cleaning efficiency, and impact asset life. Any deviation beyond the prescribed limit shall attract a performance penalty as detailed below.

A. Measurement and Testing

Sampling and testing shall be carried out jointly by the Client/PMC and the Contractor at the outlet of the permeate water storage or delivery line. Analysis shall be conducted at a NABL-accredited laboratory or a mutually agreed third-party facility as per the following standards:

- IS 3025 (Part 16): 1984 – Determination of TDS
- APHA Standard Methods 2540 - Total Dissolved
- IS 16270:2014 – Desalination Plant Performance Evaluation – General Guidelines

The results shall be certified jointly, and the average of representative samples within a calendar month shall be used for performance evaluation and penalty computation.

B. Penalty Calculation

For each monitoring period, when the measured TDS (TDS_m) exceeds the guaranteed limit ($TDS_l = 350$ mg/L), the following penalty shall be applied:

$$\text{Penalty (₹)} = V \times \alpha \times (TDS_m - TDS_l)$$

Where:

- **V** = Volume of permeate water supplied during the evaluation period (m^3)
- **TDS_m** = Measured TDS (mg/L)
- **TDS_l** = Guaranteed limit of 350 mg/L (ppm)
- **α** = Penalty rate = Please refer Table-2 - TDS Penalty Structure

The penalty shall apply only where $TDS_m > TDS_l$. No penalty shall apply if TDS is within or below the guaranteed limit.

Refer below the standard table with applicable penalties with respective range for consideration as applicable.

Table:2 TDS Penalty Structure

Sl. No.	Parameter	Unit	Guaranteed Limit (CL)	Acceptable Range	Penalty Applicability (α)	Penalty Rate / Calculation Basis	Remarks / Reference Standards
1	Total Dissolved Solids	mg/L	≤ 350	>350 to 400	₹10.00 per m^3 of permeate	Minor deviation; acceptable for short duration (<3 days) with	IS 3025 (Part 16):1984 / APHA 2540



Sl. No.	Parameter	Unit	Guaranteed Limit (CL)	Acceptable Range	Penalty Applicability (α)	Penalty Rate / Calculation Basis	Remarks / Reference Standards
	(TDS)				supplied	justification; Necessary corrective action to be taken within 5 days with applicable penalty.	C / IS 16270:2014
				>400 to 500	₹15.00 per m ³ of permeate supplied	Moderate deviation; Possible corrective action for short duration (<5 days) with justification; Necessary corrective action to be taken within 5 days with applicable penalty.	
				>500	₹25.00 per m ³ or rejection of water, whichever is higher	Severe deviation; Supply liable for rejection. Necessary corrective action to be taken within 3 days with applicable penalty. In case of no corrective action, both fixed & variable payments for the respective quantity of rejected water cannot be paid.	



C. Cap and Limiting Conditions

- If the TDS exceeds 500 mg/L, the Client reserves the right to reject the supply, and such rejected water shall not be considered for payment until corrective action is implemented.
- Continuous non-compliance beyond two consecutive months may attract further action such as termination of contract.

D. Example for Illustration

For a monthly supply of 12,000 m³ with average TDS of 420 mg/L, applicable penalties will be:

- TDS: falls in >400–500 mg/L range → ₹15.00/m³
→ 12,000 × 15.00 = ₹1,80,000.

The above penalty mechanism ensures equitable and transparent performance accountability for treated water quality and maintains alignment with industry norms for desalination projects. The adopted rate and capping methodology are consistent with prevailing practices in desalination and high-purity water supply contracts across power, renewable, and industrial sectors.

Rules for the evaluation and imposition of damages:

1. Where the evaluation period in the above table is shown as "annual" the evaluation shall be based on years of the Operation Service Period, with the first year of evaluation starting on the first day of the Operation Service Period.
2. Where the evaluation period in the above table is shown as "monthly" the evaluation period shall start on the 1st day of the calendar month and shall end on the last day of the calendar month.
3. Where the evaluation period is shown as "daily", the evaluation shall be based on a 24-hour period from 00.00 AM. to 11.59 PM.
4. The "period of non-compliance" with water quality standards shall be calculated as follows.
 - a. The 1st day of non-compliance shall be determined as the day in which monitoring systems, inspections or tests, carried out and validated in accordance with the Employer's Requirements, reveal that the Works is failing to meet the applicable standard in the Table of Guarantees.
 - b. The last day of non-compliance shall be determined as the day before the day that the test results demonstrate, to the satisfaction of the Employer's Representative that the Works has returned to full compliance with the applicable standards in the Table of Guarantees.
 - c. The Contractor shall be regarded as having been non-compliant for a full day, notwithstanding that it may have been out of compliance for only part of that day.
5. The Penalty above shall be in addition to any fines that may be imposed on the Contractor by the courts or statutory authorities.



39.3.6.2 Maximum Penalty

The maximum Penalty payable by the Contractor in any month shall not be more than 5 % of the Fixed and Variable Payment receivable by the Contractor for the year calculated on Nominal Product water Flow as specified in the volume II of this tender document.

The maximum Penalty payable by the Contractor in a year shall not be more than 15 % of the Fixed and Variable Payment receivable by the Contractor for the year calculated on Nominal Product water Flow as specified in the volume II of this tender document.

39.4 Manpower Requirement

1. The Contractor shall appoint, on or before the date of issue of Completion Certificate at the end of Construction contract, a properly qualified, Competent and experienced person to act as the Contractor's Representative, which appointment shall be Subject to the approval of the Employer and such approval shall not be unreasonably withheld or delayed.
2. The Contractor's Representative shall be authorised and empowered to act for and on behalf of the Contractor on all matters relating to the rights and obligations of the Contractor during the O&M Period. In all such matters, the Contractor shall be bound by the written communications, directions, requests and decisions given or made by the Contractor's Representative. The Contractor's Representative shall not be entitled to amend this Contract on behalf of the Contractor.
3. The Contractor's Representative will direct and manage the Contractor's resources and have full responsibility for the operation, maintenance and administration of the Facility.
4. The Employer shall appoint, on or before the date of issue of Completion Certificate at the end of Construction contract, an Employer's Representative and notify the Contractor of such appointment.
5. The Employer's Representative shall have authority to act on behalf of the Employer in relation to all matters concerning the scope of work during the O&M Period, save to the extent of any limitation on such authority of which the Employer has given the Contractor notice. In no event shall the Employer's Representative have any authority to relieve the Contractor of any obligation or liability or to amend this Contract.
6. The Contractor shall identify, interview and hire sufficient number of qualified and trained (and if required, licensed) personnel to perform his obligations during the O&M Period.
7. All Contractors' personnel employed at the plant at any time during the O&M Period will be provided by him. The Employer is not liable for personnel in any way and cannot be held responsible in the event of litigation of any sort between the Contractor and members of plant personnel or their representatives or non-performance of obligations due to any strike or other industrial action by the Contractor's workmen (including those of his subcontractors, suppliers etc).
8. The Contractor undertakes to comply with applicable legislation and the code of labour law on matters of health, hygiene and safety, and shall assume responsibility for works required in the event of any change in applicable regulations and shall also require his subcontractors to comply with this clause.
9. The Contractor shall mention the minimum personnel required for O&M in his Bid. The minimum personnel suggested (the Contractor can vary it based on his requirement) for O&M are as follows: -



S.no	Description	Qualification	Minimum required	
			Duty	Reliever
1	Project Manager (Contractor's Representative)	B.E(Elec) / B.E(Mech) or its equivalent with 5 years' experience in O&M of similar engineering works.	1	-
2	Process Engineer	B.Sc (Chemistry) or its equivalent with 3 years' experience in O&M of similar engineering works.	1	-
3	Health and Safety Engineer	Graduate in any field with specialized qualification in Occupational Health and safety (OHS) with total 5 years of experience of which 3 years in management of OHS works in infrastructure Projects.	1	
4	Desk Engineer	Desk Engineer with BE/Diploma, for BE, 3 years' experience in relevant field and for Diploma, 5 years' experience in relevant field	3	1
5	Mechanic / Fitter	ITI qualification or its equivalent with 1 year experience in relevant field.	2	1
6	Electrician	ITI qualification with 1-year experience in relevant field.	1	1
7	Pump Operator	ITI qualification with 1-year experience in relevant field.	3	1
8	Field workers	1 year experience in relevant field.	4	2

Note: The Contractor has to verify the above requirements and provide the necessary staff satisfying all the statutory and Contract requirements.

39.5 Employer's rights

39.5.1 Inspection

The Employer shall check the operation of the Facility or designate an Organization of his choice to carry out inspections of the Facility to satisfy itself that the Contractor is performing his obligations with due diligence, at his own cost.

Any assistance required for such inspection of the Facility shall be provided by the Contractor at his own cost.

Before any inspection, the Employer shall give prior written notice of three days to the Contractor, indicating the name(s) of the person(s) empowered to carry out such inspection on behalf of the Employer.

39.5.2 Technical Audit

The Employer has the right to conduct a technical audit of the Facility and to perform any analysis or inspection he deems necessary. Before any such inspection, the Employer shall give a prior written notice of three days to the Contractor. The Contractor shall at his cost



provide all assistance the Employer requires to complete these inspections. Such audits may cover all or any of the obligations of the Contractor, including without limitation,

- a) Verification of the system capacity save for normal wear and tear during the O&M Period
- b) Verification of the performance standards and useful life of the individual assets of the Facility, save for normal wear and tear during the O&M Period
- c) Verification of the capacity of the Facility to meet Output Standards during the residual life of the Facility save for normal deterioration expected during such residual life
- d) Sampling, testing and verification of the Output Standards for treated water, water losses

39.5.3 Plant Visits

- a) At the end of each twelve-month period, or at the initiative of the Employer, a visit shall be organized so that both Parties can check the condition of the installations at the plant.
- b) A report shall be drawn up to record the opinions of both Parties. The Employer reserves the right to call in equipment manufacturers or specialized technicians for these visits.
- c) These visits shall provide an opportunity for examining maintenance programs and operating procedures and improvements requiring additional investments.

39.5.4 Other Contracts

- a) The Contractor shall not delegate its responsibilities hereunder nor subcontract any part of the services to be provided by him hereunder without the prior written consent of the Employer. If the Contractor subcontracts its responsibilities hereunder or subcontracts any part of the services to be provided by him hereunder with the consent of the Employer, the Contractor shall not be relieved from any liability or obligation under this Contract and the Contractor shall continue to be responsible for the act, defaults or negligence of any sub-contractor as fully as if it were the acts, defaults or negligence of the Contractor, its officers, employees or agents.
- b) The period of validity of any contractual commitment for provision of services or material or personnel to the Facility or any subcontract entered into by the Contractor with any party shall not exceed the O&M Period.
- c) All such contractual commitments to be entered into by the Contractor should be freely assignable to the Employer or to any other contractor during the O&M Period, at the discretion of the Employer.
- d) The Contractor cannot create a charge on any assets of the Employer, or the assets purchased under the Contract.

39.6 EMERGENCIES

39.6.1 Contractor Action

In the event of emergency endangering life or property, the Contractor shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report any such incidents, including the Contractor's response thereof, to Employer's Representative.



39.6.2 Personnel and Expenditure

The Contractor shall utilize his personnel to take such action as may be reasonable and necessary in the event of an emergency. Notwithstanding anything to the contrary herein, the Contractor may incur any expenditure or take any other measure, which the Contractor deems to be necessary (in accordance with Good Industry Practices) in the case of emergencies affecting the Facilities or the operation of the Facilities to counteract the effects where the Contractor considers immediate action is required to safeguard lives or property (and provided that any communication with the news media made by the Contractor shall provide only enough information to satisfy immediate public concern).

39.6.3 Notification

In the event of an emergency the Contractor shall forthwith notify the Employer's Representative of the emergency, the expenditures made, and the actions taken. The Contractor shall take all reasonable steps to minimize the cost to the Employer of its actions, having regard to the circumstances and the need to act promptly. Following such notification, at the request of the Employer's Representative, the parties shall discuss without delay the further actions which should be taken as a result of that emergency and the estimated expenditure associated therewith and the provisions of this Contract shall apply.

39.9 FORCE MAJEURE

39.7.1 Definition

- a) "Force Majeure" ("FM") shall mean any event or circumstance or combination of events or circumstances (and their consequences) set forth in Clause 39.7.1 and 39.7.3 of SCC, occurring on or after the date of issue of Completion Certificate at the end of the Construction Contract that materially adversely affect(s) the performance of the Employer's and/or the Contractor's (Affected Party) rights or obligations under this Contract provided that such events and/or circumstances
 - i. are beyond the reasonable control, directly or indirectly, of the Affected Party (it being understood that if a causing event is within reasonable control of an Affected Party, the direct consequences shall also be deemed to be within such Party's reasonable control); or
 - ii. Could not have been avoided, overcome or remedied if the Affected Party had taken reasonable care or had acted in accordance with Good Industry Practices.
- b) "Reasonable care" includes any acts or activities that protect the Facility from a casualty event which are reasonable in the light of the likelihood of such event, the probable effect of such event should it occur, and the likely efficacy of the protection measures.
- c) The following conditions shall not, however, constitute a Force Majeure Event
 - i. late delivery of plant, machinery, equipment, materials, spare parts or consumables for the Facility
 - ii. a delay in the performance of any of the Contractor's subcontractors
- d) Notwithstanding anything contained in this Section, insufficiency of funds shall not constitute a Force Majeure Event.



39.7.2 Change In Law

Any change in law which has no other remedy in this Contract and leading to a material adverse effect shall also be a Force Majeure Event.

39.7.3 Political Force Majeure

Political Force Majeure shall mean any of the events or circumstances or combination of events and circumstances referred to below, and which result directly or indirectly in either Party's exercise of its rights and obligations being prevented, hindered or delayed, provided that such events and/or circumstances are not a lawful and/or reasonable response to the default, neglect or other wrongful act of the Affected Party, and provided that the consequences of such events and/or circumstances are beyond the Affected Party's reasonable control except to the extent that such events and/or consequences constitute or are caused by the events or circumstances of Natural or Other Force Majeure

- i. blockade, revolution, riot, bombs, religious strife or civil commotion.
- ii. political strikes, lockouts or other industrial action (other than those involving primarily the Contractor's own employees or those of any of the Contractor's contractors, sub-contractors or any other agents of the Contractor); or
- iii. act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, insurrection, terrorist or military action, politically motivated sabotage.

39.7.4 Natural/ Other Force Majeure

Natural/Other Force Majeure (OFM) means events or circumstances listed below (except to the extent they constitute or are caused by the events or circumstances of Political Force Majeure):

- i. explosions, accident, breakage of facilities, plant or equipment, structural collapse, fire chemical or radioactive contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the Affected Party or one of its contractors or subcontractors, or any other agencies of the Affected Party or any of their respective employees, and not being due to inherent defects of the affected Facility or the failure to properly operate the affected Facility;
- ii. Lightning, earthquake, tempest, cyclone, hurricane, whirlwind, flood, landslide or any such acts of God.
- iii. Epidemic or plague.
- iv. Any event or circumstance of a nature analogous to any of the above or an act of God.

39.7.5 Procedure for calling Force Majeure

Notice and particulars thereof

- a) The Affected Party shall give notice to the other Party of the Force Majeure Event as soon as is reasonably practicable, but not later than fifteen (15) Days after the date on which the Affected Party knew or should reasonably have known of the commencement of the Force Majeure Event.
- b) Notice shall, inter-alia, specify the:
 - i. the nature of such Force Majeure Event;
 - ii. the date and time when the Affected Party was materially and adversely affected by the Force Majeure Event;
 - iii. the material adverse effect of such Force Majeure Event on the Affected Party;



- iv. the measures which the Affected Party has taken, or proposes to take, to alleviate the impact of those Force Majeure Events and/or mitigate the damage;
 - v. an estimate of the period of time that the Affected Party shall be unable to perform its obligations and/or continue to be materially adversely affected by the Force Majeure Event; and
 - vi. any other relevant information as may be necessary.
- c) Failure by the Affected Party to give notice to the other Party within the time period specified above shall not prevent the Affected Party from giving such notice at a later time, provided however that in such case the Affected Party shall not be eligible for the remedies as provided in the Contract for any failure or delay in complying with its obligations under or pursuant to this Contract until notice has been given in accordance with this Section.

39.7.6 Reporting requirements

- a) For so long as the Affected Party continues to claim to be affected by the Force Majeure Event, it shall provide the other Party with regular (and not less than monthly) written reports containing:
 - i. the information called for by Section 7.2.1 hereabove and
 - ii. Such other information as the other Party may reasonably request.
- b) The Affected Party shall also provide to the other Party reasonable facilities including site inspection for obtaining further information about the Force Majeure Event or circumstance alleged to constitute a Force Majeure Event.

39.7.7 Force Majeure period

- a) In this Section, reference to Force Majeure period shall mean the period from the date and time specified in the notice given by the Affected Party in respect of a Force Majeure Event, until such time as the impact of the Force Majeure on the Affected Party is no longer materially adverse, or would no longer have been materially adverse, if the affected Party had complied with its obligations under this Section.
- b) On expiry of the Force Majeure period, the Affected Party shall forthwith give notice to that effect to the other Party.
- c) In the event that such notice is not tendered by the Affected Party to the other Party within a week from the expiry of the Force Majeure period, the other Party may serve such notice to the Affected Party.

39.7.8 Mitigation Responsibility

- a) Upon the occurrence of the Force Majeure Event and during the subsistence of the Force Majeure period, both the Parties shall engage in good faith consultations and shall use all reasonable endeavors to alleviate the material adverse effect of such Force Majeure including, without limitation arriving at Alternative Output Standards.
- b) The Affected Party shall use the insurance proceeds to mitigate the impact of the Force Majeure Event.



39.7.9 Consequences of Force Majeure

- a) Provided that the Affected Party has at all times since the occurrence of the Force Majeure Event complied with the obligations of the contract, and during the Force Majeure period continues to comply with the same, the Affected Party shall be entitled to following relieves:
 - i. the obligations of the Affected Party to the extent they are affected by the Force Majeure Event shall be suspended for Political Force Majeure period or Natural / Other Force Majeure period, as the case may be;
- b) In the event the Contractor is the Affected Party, the Output Standards shall remain suspended and Alternative Output Standards shall be in effect during the Force Majeure period.
 - i. time period for the performance of obligations of the Affected Party to the extent they are affected by the Force Majeure Event shall be extended on a day for day basis
 - ii. for the Political Force Majeure period or Natural / Other Force Majeure period, as the case may be.
- c) The occurrence of a Force Majeure event shall not be considered as sufficient reasons for the extension of the O&M Period.

39.8 SUSPENSION OF WORK

39.8.1 Right for Suspension

- a) During the O&M Period, the Employer is entitled to suspend the operations at the facility, with 15 days' notice in writing.
- b) Notwithstanding the above, the Employer is entitled to suspend the operations at the Facility with immediate effect for reasons attributable to the default of the Contractor.

39.8.2 Contractor's responsibilities during Suspension

During the period of Suspension, the Contractor shall protect and secure the Facilities against any deterioration, loss or damage.

39.8.3 Compensation for such Suspension

- a) During the period of Suspension, the Contractor shall be eligible to receive:
 - i. Fixed Payments
 - ii. The costs payable to the subcontractors as a result of such Suspension of work
- b) Provided such Suspension is not due to reasons attributable to the default of the Contractor
- c) In the event such Suspension is attributable to the default of the Contractor, no compensation shall be payable to the Contractor.



39.8.4 Resumption of operations

- a) The Employer may decide to terminate the Suspension by issuing a notice in writing.
- b) The Contractor, as soon as is reasonably practicable after the receipt of such notice, shall resume operations at the Facility and make his best efforts to achieve the Output Standards.
- c) In the event it is not possible to achieve the Output Standards immediately on resumption (or) if the Facility has deteriorated due to reasons not attributable to the non-performance of the Contractor's obligations, the Parties shall consult in good faith
 - i. to determine the extent of deterioration, if any, of any or all part of the Facility and measures to correct such deterioration.
 - ii. to determine the lead time that is required for the Contractor to achieve the Output Standards, the measures required to achieve the Output Standards, and the Alternative Output Standards achievable till such period.
- d) In the event the operations at the Facility have been suspended due to reasons attributable to the default of the Contractor, the Contractor shall bear the expenses for undertaking the remedial measures to correct the deterioration of the Facility and achieve the Output Standards. For the unavailability of treated product water during the period of Suspension, penalty applicable shall be payable by the Contractor.
- e) Penalty shall not be payable during the period of Suspension, even if the output quantity immediately before Suspension did not meet the Output Standards provided the Suspension was not caused due to the default of the Contractor.
- f) Save as above, the expenses to be incurred for rectification of the Facility and achieving the Output Standards on resumption shall be payable by the Employer to the Contractor.

39.9 DEFAULT OF CONTRACTOR DURING OPERATION & MAINTENANCE

The Contractor shall be deemed in default during the Operation and Maintenance (O&M) period if any of the following occur:

- a) Failure to perform scheduled or unscheduled maintenance activities as per the agreed scope.
- b) Non-compliance with performance standards, safety norms, or statutory obligations.
- c) Persistent negligence or substandard service delivery despite written warnings.
- d) Unauthorized absence or withdrawal of key personnel critical to O&M.
- e) Breach of contractual obligations, including reporting, documentation, or data submission.

The Owner/GIPCL shall issue a written notice specifying the nature of the default and provide a cure period (typically 10–15 days) for the Contractor to rectify the issue.

If the Contractor fails to rectify the default within the stipulated period, the Owner/GIPCL may:

- a) Invoke the Performance Bank Guarantee.
- b) Engage third-party agencies to perform the required services at the Contractor's cost.
- c) Terminate the O&M contract partially or fully.

During the notice and cure period, the Contractor shall continue to perform all O&M services without disruption.



39.10 TERMINATION DURING OPERATION & MAINTENANCE

The Owner/GIPCL reserves the right to terminate the contract during the O&M period under the following circumstances:

- a) Contractor's failure to perform O&M services in accordance with the agreed standards and timelines.
- b) Repeated breach of contractual obligations despite written warnings.
- c) Insolvency, bankruptcy, or liquidation of the Contractor.
- d) Engagement in fraudulent practices or misrepresentation.
- e) Violation of applicable laws, regulations, or safety norms.
- f) Failure to maintain required licenses, permits, or certifications.

Prior to termination, the Owner/GIPCL issue a written notice specifying the nature of the breach/default. The Contractor shall be provided a cure period of 30 days to rectify the breach to the satisfaction of the Employer.

If the Contractor fails to cure the breach within the stipulated period, the Owner/GIPCL may proceed with termination by issuing a formal termination notice.

Upon termination:

- a) All rights and obligations under the contract shall cease, except those that survive termination.
- b) The Contractor shall hand over all assets, documents, and data related to the project.
- c) The Employer may invoke performance security and recover any dues or damages.
- d) Post-Termination Obligations

The Contractor shall cooperate with the Employer to ensure smooth transition of services to a replacement agency or internal team, including transfer of knowledge, tools, and documentation.

The Employer may also terminate the contract for convenience by providing 60 days' prior written notice, without assigning any reason. In such cases, the Contractor shall be entitled to payment for services rendered up to the termination date.