

# **SECTION - V**

# **SPECIAL CONDITIONS OF**

# **CONTRACT**

# **(SCC)**

### SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (GCC clause-1)	<p><b>The Employer/Owner is:</b></p> <p><b>REC Power Development and Consultancy Limited,</b> Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana, India Website: www.recpdcl.in</p> <p>Kind Attn.: Shri Mukul Agarwal, General Manager (RE &amp; BD) Email: - <a href="mailto:rediv@recpdcl.in">rediv@recpdcl.in</a></p>
2.		<p><b>The Engineer-in-Charge:</b></p> <p><b>“Shall be intimated to the successful bidder”</b></p>
3.		<p><b>The Time for Commissioning for the cumulative capacity of 200 MW Ground mounted Solar PV Power Plant at Jhansi, Uttar Pradesh along with other associated equipment as per this tender document intotal shall be 18 (Eighteen) Months from the Date of the Notification of Award NOA/LOA/LOI.</b></p> <p>Further Contractor is also to provide Operation &amp; Maintenance Contract of Solar Photo Voltaic Power Plant for a period of 05 (Five) years from the date of Operational Acceptance of the Plant.</p>

SCC No.	Stage	Reference from D
3.1	Issue of NOA/ LOA/ LOI (as applicable)	Zero Date (D)
3.2	Date of successful commissioning	<b><u>D + 18 Months</u></b>
	The contractor shall submit the L2/L3 schedule for the project clearly indicating the timelines for submission and approval of drawings, procurement, and transportation of materials to site, their installation at site, commissioning, PR test etc.	

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4	Location of Site (GCC clause 2.1.a)	<p><b>Add following to the existing clause regarding the SiteVisit:</b></p> <ol style="list-style-type: none"> <li>1. The proposed solar powered plants are to set up at Jhansi Solar Park, Dist – Jhansi, Uttar Pradesh.</li> <li>2. Prospective Bidders are advised to visit the site to study the actual conditions and go through the plans/ drawings connected to the present scope of work including power evacuation system, including conditions, availability of water etc. and get acquainted with the same before attending Pre-bid meeting.</li> </ol>

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		<p>3. 3.The Bidder at the Bidder’s own responsibility, cost and risk shall inspect and examine the site and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, the geological conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies, and other circumstances susceptible to influence or affect their bids.</p> <p>4. 4.Although certain information is provided in Scope of work of this tender document, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. RECPDCL will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness.</p> <p>5. 5.Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.</p> <p>6. 6.It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.</p> <p>7. 7.It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he visits the site/area or not and has taken all the factors into account while quoting his rates.</p> <p>8. 8.Prospective Bidders are advised to carefully read the Tender documents along with Annexures, understand them in the proper perspective and then fill the Technical Bid Format, Commercial Bid Format and Price Bid Format (SOR).</p> <p>9. 9.In connection with the site visit, the bidder shall submit an Undertaking along with the bid.</p> <p>10. Cutting of trees, bushes and vegetation from site (including permission from local authorities) and disposal thereof. The site should be maintained in vegetation free condition during erection stage (at any point of time) i.e., up to start of O&amp;M Contract.</p>
5	Construction Water Supply  (GCC clause 2.3)	Add following to the existing clause:  The Contractor shall have Back to back obligations which are applicable to selected Solar Power Developer (SPD) as per provisions given in <b>UPNEDA RfS No:01/UPNEDA/Jhansi Solar Park/2024 dated 09.03.2024</b> . and amendments issued thereof.
6	Construction Power Supply  (GCC clause 2.4)	Add following to the existing clause:  The Contractor shall have Back top back obligations which are applicable to selected Solar Power Developer (SPD) as per provisions given in <b>UPNEDA RfS</b>

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		<b>No:01 /UPNEDA/Jhansi Solar Park/2024 dated 09.03.2024.</b> and amendments issued thereof.
7	Contractor's Field Office, Godown and Workshop  (GCC clause 2.5)	Add following to the existing clause:  The contractor shall make own arrangement at his cost for the duration of the execution of the work near the site as per RECPDCL terms and conditions for construction of Contractor's Temporary Field Office, godowns, workshops and assembly yard required for the execution of the Contract.
8	Land for Residential Accommodation  (GCC clause 2.6)	<b><u>Replace the existing clause by following:</u></b>  Contractor has to arrange the accommodation for their staff/labour. However, subject to availability, EMPLOYER/owner may provide land for temporary construction or quarters or guest house on chargeable basis, as per the company rules. The EMPLOYER/Owner shall not, however, guarantee the provision of land/accommodation.
9	Contract Performance Security (GCC clause 24)	<b><u>Replace the existing clause by following:</u></b>  Against EPC/ LSTK & O&M Contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/Letter of Award, the successful bidder shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks in the manner as mentioned below.  The Contract Performance Security shall be in the form of Bank Guarantee only and shall be in the currency of the Contract and will be issued in the name of the Owner as " <b>REC Power Development and Consultancy Limited</b> ".  The Contract Performance Security against this Contract need to be furnished as mentioned below:  1. Supply and Services: The value of the Contract Performance Security shall be Rs. 26.5 lakh per MW. i.e Rs. 53 Cr. for 200 MW. This Performance security will be valid for a total period of 39 Months (18 Months Project commissioning period) + 06 months delay period+ 12 months DLP +03 Months additional) from the date of its issuance.  2. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.  3. Any default or failure of the Contractor to comply with the requirements of any of the obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security, in such cases, the liability on account of GST will be borne by the contractor.  4. Furthermore, any delay beyond 30 (thirty) days shall incur delay charges at a rate of 1.25% per month on the total Contract Performance Security amount, calculated on a pro-rata basis accordingly. However, the total project completion period shall remain the same. Partial security shall not be accepted. Additionally, the EPC contractor, at its sole discretion, may cancel the Contract Agreement/NOA. The Employer/RECPDCL may forfeit 100% of EMD inclusive of GST if the Contract Performance Security is not submitted within 45 (forty-five) days from the issuance of NOA/LOA/LOI.  5. Payment on Order Instrument (POI) against PBG:  As an alternative to submission of PBG as above, the successful bidder also has an option to submit a letter of undertaking issued by either of the following three

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		<p>organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by RECPDCL within the provisions of tender. This instrument would have to be furnished as per Format 28 of the tender document, within the timelines, for the amount and validity period as per clause above. In case the successful bidder chooses to submit POI, delay in submission of the POI beyond the timeline stipulated above, will be applicable in this case too.</p> <p>The term “Performance Bank Guarantee (PBG)” occurring in the entire tender document shall be read as “e-PBG/Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.</p>
10	Contractor’s responsibility (GCC clause 32.1.3)	<p><u>Replace the existing clause by following:</u></p> <p>In the matter of connectivity of Plant to UPPCL/DISCOM’s substation, the Owner/ Solar Power Park Developer (SPPD) will take the necessary connectivity permission, however, all the other permissions such as technical/regulatory compliance for interconnection etc. are to be taken by the Contractor. All the required fees including statutory fees, Supervision charges etc. shall be paid / born by the contractor.</p>
11	Materials to be supplied by Contractor (GCC clause 58.4 and 58.5)	<p><u>Replace the existing clause by following:</u></p> <p><b>58.4 Storage of Equipment</b></p> <p>The plant and equipment thus procured under the scope of the contract must be kept in safe custody till put under operation, essentially free from water contact. All the spares, as required for the trouble-free comprehensive O&amp;M of Plant, must be kept under secure storage during O&amp;M period. Contractor has to ensure the appropriate and proper storage arrangement prior to the arrival of the equipment including containers, temporary structures, sheds, platforms etc. at its own cost.</p> <p>The Contractor shall procure and provide within the Value of Contract the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the Work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature. The Owner will insist on the procurement of materials which bear ISI stamp and/ or which are supplied by reputed suppliers.</p> <p><b>58.5</b> The Contractor shall properly store all materials either issued to him or brought by him to the Site to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The Contractor shall maintain sufficient stocks of all materials required by him including commissioning spares</p>
12	<b>Conditions for Issue of Materials</b>  (GCC clause 60)	<p><u>Replace the existing clause by following:</u></p> <p>Not applicable to this tender</p>
13	Inspection of Works(GCC clause 66)	<p><u>Add following to the existing clause:</u></p> <p><b>66.4</b> All Equipment supplied at the site shall be inspected at site by the Contractor along with the Owner/ Solar Project Developer (SPD). In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished by the Contractor.</p>
14	<b>Training</b>	<p><u>Add following to the existing clause:</u></p>

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	(GCC clause 76.6)	The contractor shall provide training (free of cost) to the personnel of RECPDCL/Nominated person of RECPDCL for 50 (Fifty) man-days at his works/or at the mutually agreed designated place/ or at site for erection, testing, commissioning and O&M of the Project. Expenses towards travel, lodging, and boarding for the personnel shall be borne by RECPDCL. Such training may include Class Room & hands on experience etc as mutually agreed.
15	Schedule of Rates & Payments  (GCC clause 80.1)	<p><b>Add following to the existing clause:</b></p> <p>All payment shall be made against invoices raised in line with the approved billing. All payment shall be made against invoices raised in line with the approved billing break up under individual heads of Supply, Services and Civil works. Following general payment terms will be followed which will be payable after complying the provision of ALMM clause and relevant standards as applicable.</p> <p>A. The payment for the Supply Portion of the First Contract (Supply Contract) shall be made as per the following terms and conditions:</p> <p>i) Interest free initial advance (OPTIONAL) of 10% of the Contract Value (i.e., total sum of all the Supply Contract) shall be released to the contractor upon receipt of unconditional acceptance of NOA, detailed Performa invoice of contractor and against submission of unconditional &amp; irrevocable Advance Bank Guarantee (ABG) (format enclosed at Section-VI) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security.</p> <p>ii) Seventy percent (70%) payments shall be paid on Pro-rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice &amp; packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by EMPLOYER's authorized representative in original.</p> <p>* In case the Interest-free initial advance (OPTIONAL) of 10% of the Contract Value is not availed by the contractor, then this 10% payment amount will be payable along with the point No A ii) along with the 70% payment milestone.</p> <p>* In case the interest free advance is availed by the Contractor and no progress/work is executed at site till the commissioning period or if the contract is terminated due to default of contractor as mentioned under the Contract/tender, thereby not adjusting the advance amount timely, the entire advance amount will be recovered from the Contractor along with one-year SBI MCLR rate.</p> <p>(iii) Ten percent (10%) payments shall be paid against successful erection, testing and commissioning of materials on pro rata basis at site.</p> <p>(iv) Final Ten percent (10%) payment of Supplies shall be paid against submission of the BG (format enclosed at Section-VI) of the equivalent amount &amp; against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&amp;M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance &amp; will be released after CUF demonstration on completion of first year of O&amp;M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.</p>

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		<p>B. The payment for the Service Portion of the First Contract (Services Contract) shall be made as per the following terms and conditions. No Initial Advance Payment shall be made against the Service Portion Part.</p> <p>i) For Freight and Insurance Portion, the payment shall be made in line with Supply Portion of the First Contract, as described in point A (ii) of this clause, without releasing any initial advance. The complete payment of the freight will be done along with the respective deliveries of the supply portion at site.</p> <p>ii) For Erection, Testing and Commissioning Portion, the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.</p> <p>(b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.</p> <p>(c) Final Ten percent (10%) payment of Services shall be paid against submission of the BG of the equivalent amount &amp; against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&amp;M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance &amp; will be released after <b>Guaranteed CUF</b> demonstration on completion of first year of O&amp;M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.</p> <p>iii) For Civil &amp; Allied works portion, of the First contract, the payment shall be made as detailed below:</p> <p>(a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.</p> <p>(b) Ten Percent (10%) of the total price of Civil Works shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.</p> <p>(c) Final Ten percent (10%) payment of Civil Works shall be paid against submission of the BG of the equivalent amount &amp; against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&amp;M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance &amp; will be released after <b>Guaranteed CUF</b> demonstration on completion of first year of O&amp;M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.</p> <p>C. For the Second Contract (Operation &amp; Maintenance Part), the payment shall be made as detailed below: -</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>(a) Operation and Maintenance of the entire Project payment will be released on quarterly basis at the end of every quarter for each year till 05 (Five) years.</p> <p>(i) Year 1 : OM -1  (ii) Year 2 : OM -2  (iii) Year 3 : OM -3  (iv) Year 4 : OM -4  (v) Year 5 : OM -5</p> <p>In the event of any default, non-performance, or breach of contractual conditions during the O&amp;M period, applicable penalties/deductions will first be deducted from the Quarterly O&amp;M payments, and then from the Contract Performance Security. In this regard, the O&amp;M Contractor shall submit a Bank Guarantee of Rs. 1 lakh per MW, i.e., Rs. 2 Cr. for 200 MW, valid for 63 months from the date of the start of O&amp;M. The format of the corporate guarantee shall be acceptable to RECPDCL.</p> <p>D. The required ESI/PF Challans/any other mandatory compliance will also be provided by the Contractor during any of the Service (Services + O&amp;M) related payments.</p> <p>E. All the payment shall be released from Owner's Head Office upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, WCC, MRN, commissioning certificate, handing over certificate, Insurance, PF, ESI, etc as required and mentioned against each Milestone payment, duly certified by the authorized representative of the EMPLOYER/Owner.</p> <p>A payment to be taken through "TReDS" or directly from RECPDCL is a sole discretion of the supplier. RECPDCL shall not intervene in the supplier's decision to place their invoices on "TReDS" Platform or directly taking payments from RECPDCL.</p> <p>TReDS" option shall only be given to the MSME supplier and any other supplier "NOT" registered as MSME with RECPDCL, cannot avail this facility.</p>
16	Penalties	<p><b>1. Delay in commencement of supply of power, beyond the Scheduled Commencement of Supply Date (SCSD) shall involve penalties on the EPC Contractor as detailed further:</b></p> <p>(i) For delay in commencement of supply of power upto 6 (six) months from SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per-Day basis and proportionate to the contracted capacity that has not commenced supply of power.  For e.g., if commencement of supply of power of the 50 MW Project is delayed by (eighteen) 18 Days beyond the SCSD, then the liquidated damages shall be: PBG amount X (50/Contracted Capacity) X (18/180). For the purpose of calculations for penalty, the month shall be considered consisting of (thirty) 30 Days.</p> <p>(ii) For delay in commissioning the balance plant beyond six months from SCSD, the following shall be applicable: - The contracted capacity shall stand reduced to the project capacity that has commissioned within the period of SCSD plus 6 (six) months. The Contract for the balance capacity that has not been commissioned shall stand terminated and Performance Bank Guarantee (PBG) will be encashed on the basis of <b>Risk and cost analysis</b> done by RECPDCL.</p>



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		<p>2. CUF maintenance at least 21% CUF for 1<sup>st</sup> year and declared CUF there afterwards will be maintained as per the contract. In case CUF is not maintained the penalty imposed by UPNEDA/SPPD/UPPCL will be deducted from O&amp;M contractor's payments.</p> <p>3. Any penalties/ fees / any liabilities imposed by any Govt. agency/ Authority/ Dept. due to non-compliance of the relevant standards/ laws/ regulations during O&amp;M imposed will be deducted from the O&amp;M payments.</p>
17	Additional Clause(s)	<p>The successful bidder/Contractor shall additionally furnish a corporate guarantee in addition to performance securities/Bank Guarantees, etc., stipulated in the tender document. The corporate guarantee shall be valid for the entire period of the contract and for a maximum value of Rs. 50 Crore, covering only those liabilities that may be incurred by the employer on account of any penalties/fines/charges, etc., that may be levied by any authority or State/Central Government Department/Regulatory from RECPDCL on account of any failure on the part of the Contractor under the tender document.</p> <p>The corporate guarantee shall also cover the additional interest/costs/expenses, if any, incurred due to the interest during construction for such delayed period on account of any delay on the part of the contractor in timely implementation of the project. Such additional interest/costs/expenses, etc., shall be calculated based on the actual amount of interest paid by RECPDCL and shall be reimbursed by the Contractor within 15 days from the date of notice given by RECPDCL; failing which, the corporate guarantee shall be invoked. The format of the corporate guarantee shall be acceptable to RECPDCL.</p>
18	Additional Clause(s)	<p>All the obligations of the SPD/RECPDCL shall be applicable back-to-back to the Contractor, ensuring that the responsibilities, terms, and conditions imposed upon the SPD/RECPDCL under the <b>RfS No: 01/UPNEDA/Jhansi Solar Park/2024; Dated: 09.03.2024</b>, PPA and any clarifications/ amendments/ addendums, etc. are similarly binding upon the EPC/O&amp;M Contractor. Any penalties and charges imposed by SPPD/UPNEDA/TUSCO, the same shall be paid by EPC cum O&amp;M contractor.</p> <p>Therefore, the bidder shall go through the RfS No: 01/UPNEDA/Jhansi Solar Park/2024; Dated: 09.03.2024, and any clarifications/amendments/addendums, etc., thereof before the submission of their bid. Also, they are required to certify that the bid is in line with the aforementioned RfS, in addition to this tender.</p>