

### 32.1 Contractor's responsibility

- 32.1.1 The Contractor shall Operate & Maintain the complete facilities of Project for the period as defined under the tender document and Contractor shall maintain minimum annual Capacity Utilization Factor (CUF) of 13% as mentioned in Scope of work. It is Contractor's responsibility to coordinate with state/central agencies in order to get any permission whatsoever, required for successful operation & maintenance of Plant till its desired life. Other responsibility are as mentioned in Scope of Work under the tender document.
- 32.1.2 The Contractor shall acquire, on behalf of Owner, in the Owner's name, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Country/State where the Site is located that are necessary for the setting up of the operation & maintenance of Plant till its desired life as mentioned under the Contract, including, but not limited to, entry permits for all imported Owner's/Employer's Equipment (if any). In this regard, any document required from Owner/ Employer shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the Contractor to safe keep and return all the original approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of comprehensive O&M process to the Owner.
- 32.1.3 In the matter of connectivity of Plant to DISCOM's substation, the Owner will take the necessary connectivity permission, however, all the other permissions and clearances as deemed required by the State Agency/DISCOM for Bay allocation, technical/regulatory compliance for interconnection, ROW etc are to be taken by the Contractor. Statutory fees pertaining to such shall be reimbursed by the Owner on production of the documentary evidence/Demand note over and above the contract value. Further, Contractor shall also facilitate Owner in getting the required permissions/agreements as required for the energy accounting by State agencies/DISCOM.
- 32.1.4 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the Performance of the Contract, including, but not limited to, the right of way for the access to site and for erection of transmission lines as applicable, visas for the Contractor's and Sub-Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Owner and that are necessary for the Performance of the Contract.
- 32.1.5 Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time in appropriate Formats including all the required attachments. In this regard, Contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Owner. However, all the documents required from Owner, as needed for the process, will be provided by Owner. The demand of such documents shall be made to the Owner in at least 10 days advance.
- 32.1.6 The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal labour or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer/Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the SubContractors and their personnel.



32.1.7 Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities.

32.1.8 Unless otherwise specified in the Contract or agreed upon by the Owner and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, spares, tools and tackles and other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of "Scope of Works and Supply by the Owner/Employer" to the Contract Agreement at or before the time specified in the program furnished by the Contractor and in the manner thereupon specified or as otherwise agreed upon by the Owner/ Employer and the Contractor.

### 33. Other Agencies at Site

33.1 The Contractor shall have to execute the Work in such place and conditions where other agencies may also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to Work being executed in the above circumstances. The Contractor shall allow such agencies to use the facilities like roads, etc constructed by the Contractor in order that they are able to carry out their respective scope of works unhindered

### 34. Notice

#### 34.1 To the Contractor

Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served.

Any communication sent shall be confirmed within two (2) days after receipt. Any communication sent by facsimile or e-mail shall be deemed to have been delivered on date of its dispatch and personal delivery deemed to have been delivered on date of delivery. Either party may change its postal, facsimile or e-mail address or addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

#### 34.2 To the Employer/Owner

Any notice to be given to the Employer/Owner under the terms of the Contractor shall be served by sending the same by mail to or delivering the same at the offices of Employer/ Owner at the mentioned address in the Tender document.

### 35. Right of Various Interests

35.1 i) The Owner reserves the right to distribute the work between more than one agency(ies). The Contractor shall cooperate and afford other agency(ies) reasonable opportunity for access to the Work for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the Employer/ Owner or by other agency(ies) employed by the Employer/ Owner is contingent upon Work covered by this Contract, the respective rights of the various interests involved shall be determined jointly to secure the completion of the various portions of the work in general harmony.

### 36. Patents and Royalties

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- 36.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Owner/ Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Owner/ Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Owner/ Employer shall however be free to reproduce all drawings, documents, specification and other material furnished to the Owner/ Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.

The Contractor shall indemnify the Owner/ Employer against third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in India.

The Contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this Contract, is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this Contract. In the event the Contractor fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the Employer/ Owner as a result such failure will be defended by the Contractor at his own expense and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the Employer/ Owner if the Contractor has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, process, methods to be supplied hereunder. The Contractor agrees to and does hereby grant to Employer/ Owner, together with the right to extend the same to any of the subsidiaries of the Employer/ Owner as irrevocable, royalty free license to use in any country, any invention made by the Contractor or his employee in or as result of the performance of the Work under the Contract.

- 36.2 All charges on account of royalty, tollage, rent or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Employer/ Owner, if any) shall be borne by the Contractor.
- 36.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the Work or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the Owner provided that the Contractor use the same for the purpose of the work.
- 36.4 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer/Owner by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer/Owner directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer/Owner shall however be free to reproduce all drawings, documents, specification and other material furnished to the Employer/Owner for the purpose of the contract including, if required, for operation and maintenance of the facilities.

36.5 The Employer/Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor(s) such documents, data and other information it receives from the Employer/Owner to the extent required for the Sub-Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause.

36.6 The Employer/Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer/Owner for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.

- The obligation of a party under GCC Sub-Clauses 36.5 and 36.6 above, however, shall not apply to that information which
- Now or hereafter becomes available in the public domain through no fault of that party
- Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- The provisions of this clause shall survive termination, for whatever reason, of the Contract.

### 37. Liens

37.1 If, at any time there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Owner against such lien or claim and if such lien or claim be valid, the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the Owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. Owner reserves the right to do the same.

37.2 The Owner shall have lien on all materials, equipment including those brought by the Contractor for the purpose of erection, testing and commissioning of the Work.

37.3 The final payment shall not become due until the Contractor delivers the complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Contractor that all invoices for labour, materials, services have been paid in lien thereof and if required in any case an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

37.4 Contractor will indemnify and hold the Employer/ Owner harmless, for a period of 02 (Two) years after the issue of Final Acceptance from all liens and other encumbrances against the Employer/ Owner on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor to any person including Sub-Contractor and on behalf of Employer/

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Owner will defend at his own expense, any claim or litigation brought against the Employer/ Owner or the Contractor in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation by any person including his Sub-Contractor, till its satisfactory settlement even after the expiry of 02 (Two) years from the date of issue of Final Acceptance.

**38. Delays by Employer/ Owner or his Authorized representatives**

38.1 In case the Contractor's performance is delayed due to any act or omission on the part of the Employer/ Owner or his authorized representatives, then the Contractor may be given due extension of time for the completion of the Work after proper due diligence by Employer/ Owner, to the extent such omission on the part of the Employer/ Owner has caused delay in the Contractor's performance of his Work.

38.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer/ Owner reserves the right to seek indulgence of Contractor to maintain the agreed Time Schedule of Completion. In such an event the Contractor shall be obliged for working by Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

**39. Payment if the Contract is terminated**

39.1 If the Contract shall be terminated as per the provisions of the Tender/ Contract, the Contractor shall be paid by the Owner in so far as such amounts or items shall not have already been covered by payments of amounts made to the Contractor for the Work executed prior to the date of termination at the cost provided for in the Contract and in addition to the following:

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in- Charge of any such items or service comprised in which has been partially carried out or performed.

b) Any other expenses which the Contractor has expended for performing the Work under the Contract subject to being duly recommended by Engineer-in-Charge/Project Manager and approved by Employer/ Owner for payment, based on documentary evidence of his having incurred such expenses.

39.2 The Contractor will be further required to transfer the title, Guarantee/Warranty of the Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) etc and provide the following in the manner and as directed by the Employer/ Owner.

a) Any and all completed works.

b) Such partially completed Work including drawings, information and Contract rights as the Contractor has specially performed, produced or acquired for the performance of the Contractor.

**40. No Waiver of Rights**

40.1 Neither the inspection by the Employer/ Owner or any of their officials, Employees or representatives nor any order by the Employer/ Owner for payment of money or any payment for or acceptance of the whole or any part of the Work by the Employer/ Owner nor any extension of time, nor any possession taken by Owner shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer/ Owner, or

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any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other subsequent breach.

#### **41. Certificate not to Affect Right of Employer and Liability of Contractor**

41.1 No interim payment certificate(s) issued by the Employer/ Owner, nor any sum paid on account by the Employer/ Owner, nor any extension of time for execution of the work granted by Employer/ Owner shall affect or prejudice the rights of the Employer/ Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Work done or of the equipment supplied and no certificate shall create liability for the Employer/ Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by Employer/ Owner or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer/ Owner.

#### **42. Language and Measures**

42.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, Operating and Maintenance Instructions, Drawings or any other writing shall be written in English language only. The SI System of measurement shall be used in the Contract unless otherwise specified. Any literature/standard required for the execution of the project work will be provided by the Contractor in the English language only.

#### **43. Guarantee Tests & Operational Acceptance and Transfer of Title**

##### **43.1 Functional Guarantees**

43.1.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified under Technical Specifications, subject to and upon the conditions therein specified. Respective compensation in case of the Non-achievement of the same is mentioned in the SCC of the tender document.

43.1.2 If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified under Technical Specifications are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/ or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Contractor shall notify the Employer/Owner upon completion of the necessary changes, modifications and/or additions, and shall seek the Employer's/Owner's consent to repeat the Guarantee Test. If the level of the specified Functional Guarantee parameters, as demonstrated even during repeat of the Guarantee Test(s), are outside the acceptable shortfall limit, the Employer//Owner may at its option, either

- Reject the Equipment and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or;
- Reject the Equipment and recover the payments already made, or;
- Terminate the Contract and recover the payments already made, or;
- Accept the equipment after levy of liquidated damages in accordance with the provisions specified.

##### **43.2 Plant Performance Guarantee Test**

The Plant Performance Guarantee (as mentioned in TS i.e. CUF etc...) Test shall be conducted by the Contractor after Commissioning of the Facilities to ascertain whether the Facilities or the relevant part(s) can attain the Functional Guarantees specified in the

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Contract Documents. The Contractor's and Project Manager's advisory personnel shall attend the Guarantee Test. The detailed procedure for Performance Guarantee Test shall be carried out as per procedure laid down in Technical Specifications.

**43.3 Void**

**43.4 Final Acceptance**

43.4.1 After the expiry of the contract period, contractor shall hand over the plant to the SECI in excellent condition. The operator shall demonstrate performance test of all the major & critical equipment to ensure Generation from the Solar Photovoltaic Power Plant. While handing over the plant, contractor shall hand over all technical documents, literature, instruction manuals, lists of spare part & tools & tackles. Operator shall also hand over all the relevant record/documents.

On completion of O&M period the contractor shall apply to the Engineer in-charge for the issue of Handing Over Certificate and the same will be issued within 1 months of the Handing Over in all respects, after verifying from the documents & tests and satisfying that the Operation has been completed in accordance with details set out in the control documents & Prudent Utility Practices.

43.4.5 The O&M contract period may further be extended for a period as per mutually agreed terms and conditions.

43.4.6 In case the Owner wishes to extend the O&M period beyond the agreed period under this contract, he shall intimate Contractor at least 6 months prior to the completion period. The Contractor may accept the offer as per the terms and conditions to be mutually agreed with the Owner.

**44. Release of Confidential Information**

44.1 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this Contract or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the Employer/ Owner.

44.2 The Owner/ Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub Contractor(s) such documents, data and other information it receives from the Employer/Owner to the extent required for the Sub Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

44.3 The Owner/ Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Owner/ Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.

44.4 The obligation of a party above, however, shall not apply to that information which

- Now or hereafter enters the public domain through no fault of that party

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- Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

44.5 The above provisions of this GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

44.6 The provisions of this GCC Clause 44 shall survive termination, for whatever reason, of the Contract.

#### 45. Operation & Maintenance

45.1 The Operation and Maintenance shall be comprehensive. The maintenance service provided shall ensure project functioning of the Solar PV system as a whole and Power Evacuation System to the extent covered in the Contract. All preventive / routine maintenance and breakdown / corrective maintenance required for ensuring maximum uptime shall have to be provided. Accordingly, the Comprehensive Operation & Maintenance shall have two distinct components as described below:

##### 45.2 Preventive / Routine Maintenance:

This shall be done by the Contractor regularly and shall include activities such as cleaning and checking the health of the Solar PV system, cleaning of module surface, tightening of all electrical connections, and any other activity including the associated civil works, as mentioned in TS, wear and tear that may be required for proper functioning of the Solar PV system as a whole. Necessary maintenance activities, Preventive and Routine for Transformers and associated switch gears and transmission line also shall be included.

##### 45.3 Breakdown / Corrective maintenance:

Whenever a fault occurs, the Contractor has to attend to rectify the fault & the fault must be rectified within the 72 hours from the time of occurrence of fault. The Contractor must maintain all the records pertaining to all such faults and necessary measures taken.

The date of Comprehensive Operation & Maintenance Contract period shall begin from the date of Operational acceptance. However, operation of the Power Plant means operation of system as per TS and workmanship in order to keep the project trouble free covering the O&M period. The Contractor must demonstrate the committed CUF at the end of every year in accordance with commitment made in line with the Performance guarantees.

##### 45.4 Serviceability Level Agreement (SLA)

45.4.1 The O&M Contractor shall guarantee to the Owner, minimum Plant Availability of 99%, where Plant Availability refers to the state of Plant injecting power into the grid (subject to grid availability). (unless otherwise agreed / approved by the owner for partial injection due to reasons such as repair of roof etc.)

45.4.2 Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & it's Root Cause Analysis.

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- 45.4.3 Contractor will be responsible for maintaining the Insurance Policy for the complete Plant and Facilities during the O&M period also. He shall maintain seamless insurance cover during Construction and O&M phases. Copy of policies shall be given to the Owner.
- 45.4.4 Such rectification work carried out by Owner doesn't exempts/relieves Contractor from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the Plant or meeting the performance parameters of the Plant.
- 45.4.5 O&M Routine & Manpower: Contractor shall provide Preventive / Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices. The team deployed for the O&M must have the sufficient experience of executing the similar tasks.
- However, Contractor shall engage additional manpower as and when need arise.
- 45.5 Bidder is requested to provide the list of all the spares required to maintain the facility for O&M period. Contractor agrees to supply such spare parts, as recommended or otherwise required for the effective and hassle-free operation and maintenance of the Facilities. However, the Contractor, with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by him and OEM. The Contractor shall keep and maintain the inventory of such spares for the hassle-free operation during the complete O&M period without additional cost to Owner. Also, at the end of penultimate year of the O&M contract, Contractor shall supply a list of all recommended spares as per the operational requirement of the plant and with reference to the mean time between failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts. Owner, at its discretion, will purchase the spare as required for future operation. However, the Contractor shall replenish the mandatory spares at his cost prior to the completion of the O&M period.
- 45.6 The O&M contract period may further be extended for a period as per mutually agreed terms and conditions.
- 45.7 In case the Owner wishes to extend the O&M period beyond the agreed period under this contract, he shall intimate Contractor at least 6 months prior to the completion period. The Contractor may accept the offer as per the terms and conditions to be mutually agreed with the Owner.

**46. Time Period of Contract**

- 46.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Period of Liability/ Validity of the Contract as provided under Section - V, Special Conditions of Contract (SCC).

**47. Void**

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## [E] PERFORMANCE OF WORK

### 48. Execution of Work

- 48.1 All the Works shall be executed in strict conformity with the provisions of the Contract Documents and with such as minimum plant availability of 99%, specification and instructions as may be furnished from time to time by the Contractor whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications. The Contractor shall provide all necessary materials, equipment, labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.
- 48.2 All materials shall be brand new & of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as has been specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.
- 48.3 The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading, local sifting, EAR insurance and safe storage of materials at project site at his own cost & risk.
- 48.4 If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The Plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

### 49. Void

### 50. Work in Monsoon and Dewatering

- 50.1 Unless otherwise specified elsewhere in the tender, the execution of the Work may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 50.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water logging at his own cost.

### 51. Change in Laws and Regulations

- 51.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. Contractor shall promptly and

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within 15 days of such enactment coming into force, forward relevant supporting documents to Owner

However, these adjustments would be restricted to direct transactions between the Owner and the Contractor. This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and shall also not be applicable on bought out items dispatched directly from sub- vendor works to site.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

## **52. Specifications and Drawings**

52.2.1 The Contractor shall execute the basic and detailed design and engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good and sound engineering practice.

53.2.1 The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager/ EIC or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Owner/ Employer.

## **53.3 Codes and Standards**

53.3.1 Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of bid submission shall apply unless otherwise specified.

53.3.2 Approval / Review of Technical Documents by Project Manager

The Contractor shall prepare list of documents and drawings i.e. Master drawing list (MDL) as per technical specifications and furnish to the Project Manager/EIC for review & Approval of the same within 14 days from the Zero date.

53.3.3 Within ten (10) working days after receipt by the Project Manager of any document requiring the Project Manager's approval, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of

its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

- 53.3.4 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- 53.3.5 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be approved.
- 53.3.6 The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be as per the Contract Co-ordination procedure.
- 53.3.7 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be settled in accordance with GCC Clause (Settlement of Dispute) hereof. If such dispute or difference is referred as per GCC clause, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute, then the Contractor shall be reimbursed by the Owner for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.
- 53.3.8 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 53.3.9 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Clause.
- 53.3.10 If the Project Manager requests any change in any already approved document and/or in any document based thereon, generally shall be taken care by the Contractor if the change is not causing any major financial impact.

#### **54. Drawings to be supplied by the Owner/Employer**

- 54.1 The drawings attached with tender, if any, are only for the general guidance to the Contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the Drawings and formed an idea about the Work involved.
- 54.2 The Contractor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge/ Project Manager discrepancies, if any, therein before actually carrying out the Work.
- 54.3 Copies of all detailed working drawings relating to the Work shall be kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge/Project Manager

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at any time during the Contract. The drawings and other documents issued by the Employer/ Owner shall be returned to the Employer/ Owner on completion of the Work.

#### **55. Drawing to be supplied by the Contractor**

- 55.1 The drawings/ data which are to be furnished by the Contractor shall be furnished within the specified time.
- 55.2 Where approval/ review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the TS and get it approved before proceeding with manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All as built drawings shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge/Project Manager.
- 55.3 The Drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge/Project Manager as far as practicable within 10 (Ten) working days. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval. Any delays arising out of failure by the Contractor to rectify the drawing in good time shall not alter the Contract Completion Time.
- 55.4 All GA & GFC drawings shall be provided in soft as well as Hard form in appropriate format/size to Employer for review & approval.

All as built drawings showing all corrections, adjustments & deviations, if any, etc shall be furnished by the Contractor in 04 (Four) Hard Copies & a soft copy for record purpose to the Employer/ Owner immediately after the operational acceptance.

#### **56. Setting out Works**

- 56.1 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. Contractor shall carry out Geotech investigation at site at his own cost and design the foundations accordingly. A copy of the investigation report shall also be forwarded to Employer and Owner
- 56.2 Before beginning the Works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks as required. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it.
- 56.3 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.

#### **57. Geological Discoveries**

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All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, be deem to be the absolute property of the Owner. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging any such article or thing and shall immediately upon the discovery thereof and, before removal, acquaint the Owner of such discovery any carry out, at the expense of the Owner, the Owner's orders as to the disposal of the same.

## **58. Materials to be supplied by Contractor**

### **58.1 Plant and Equipment**

The Contractor shall procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable commissioning of the Project by the scheduled commissioning date. Contractor shall deliver supplies at site in accordance to its erection sequence. Owner may hold payment against supplies in case same is delivered more than 03 (Three) months before its erection requirement (except for imported items)

### **58.2 Transportation**

The Contractor shall ensure that all the plant and equipment required to complete the Facility at site, are procured and dispatched. The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances. Contractor shall be responsible to assess in advance suitability of access roads, bridges, culverts, etc for transportation of ODC shipments, if any and arrange to transport them accordingly.

### **58.3 Packing and Marking**

The Contractor shall be responsible for securely protecting and packing the plant & equipment as per prescribed standards in force to withstand the journey and ensuring safety of materials and also arrival of materials at destination in original condition and good for contemplated use. Packing case size & weight shall take into consideration the remoteness of the goods final destination and absence of heavy material handling facilities at all points in transit.

Packing lists of materials shall be provided in each package to facilitate checking up of the contents at the destination.

In order to import any items, associated with the Solar PV Power Project, from abroad or from any other state in India, Contractor shall have to arrange any clearance, permission, if required at his own risk, from any Government (Government of State & Government of India) or any Government (Government of State & Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at Site. Contractor shall take necessary insurances to ensure safe transit & consequential risks. All packing material is the property of the Owner and shall be immediately taken into the safe storage.

### **58.4 Storage of Equipment**

The plant and equipment thus procured under the scope of the contract must be kept in safe custody under operation & maintenance, essentially free from water contact. All the spares, as required for the trouble-free comprehensive O&M of Plant, must be kept under secure storage during O&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.

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.

- 58.5 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.

#### **59. Stores Supplied by the Owner**

- 59.1 If the Specification of the Work provides for the use of any material of special description to be supplied from the Owner's stores or it is required that the Contractor shall use certain stores to be provided by the Owner, such materials and stores, there for as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the Contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. After the completion of the Work, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

- 59.2 All materials so supplied to the Contractor shall remain the absolute property of the Owner and shall not be removed on any account from the Site of the Work and shall be at all times open for inspection to the Engineer-in-Charge/Project Manager. Any such materials remaining unused at the time of the completion or termination of the Contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge/Project Manager in perfectly good condition at Contractor's cost.

- 59.3 Owner, at his sole discretion and upon request from Contractor, may provide appropriate space for storage outside the site on chargeable basis mutually agreeable to both parties. However, the transportation of equipment from store to site shall be arranged by the Contractor at his cost and risk

#### **60. Conditions for Issue of Materials**

- 60.1 i) Materials specified as to be issued by the Owner will be supplied to the Contractor by the Owner from his stores. It shall be responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport and unloading at the Site of Work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner as framed from time to time. Once the material is issued or taken over by the Contractor, then the same will be his own liability to store, use & maintain.
- ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.



- iii) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.
- iv) The Contractor shall construct suitable godowns at the Site of Work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward along with proper illumination establishment for the purpose.
- v) It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the Contractor to arrange in time all materials required for the Work other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge/Project Manager the execution of the Work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge/Project Manager shall have the right at his own discretion to issue such materials, if available with the Owner or procure the materials from the market or as elsewhere and the Contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge/Project Manager. This, however, does not in any way absolve the Contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall such action by Owner constitute a reason for the delay in the execution of the Work.
- viii) The Contractor shall, if desired by the Engineer-in-Charge/Project Manager, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the Owner.
- ix) The Contractor shall furnish to the Engineer-in-Charge/Project Manager sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge/Project Manager to make necessary arrangements for procurement and supply of the material.
- x) Account of the materials issued by the Owner shall be maintained by Contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge/Project Manager along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the Contractor's office at Site.
- xi) The Contractor should see that only the required quantities of materials are got issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued.
- xii) Materials/ Equipment(s) supplied by Employer/ Owner shall not be utilized for any purpose(s) than issued for.

**61. Material Procured with Assistance of Owner/ Return of Surplus**

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61.1 Notwithstanding anything contained to the contrary in any or all the clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of the Owner either by issue from Owner's stock or purchases made under order or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the Owner and return, if required by the Engineer-in-Charge/Project Manager, shall determine having due regard to the condition of the materials.

## 62. Materials obtained from Dismantling

62.1 If the Contractor in the course of execution of the Work is called upon to dismantle any part for reasons other than those stipulated in Clauses 67 and 70 hereunder, the materials obtained in the Work of dismantling etc., will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

## 63. Articles of Value Found

63.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the Site, shall be the property of the Owner and the Contractor shall duly preserve the same and shall from time to time deliver the same to such person or persons indicated by the Owner.

## 64. Discrepancies between Instructions

64.1 Should any discrepancy occur between the various instructions furnished to the Contractor, his representative or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge/Project Manager's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge/Project Manager whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

## 65. Action where no Specification is issued

65.1 In case of any class of Work for which there is no Specification supplied by the Employer/ Owner as mentioned in the Tender Documents such Work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the Work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/Project Manager.

## 66. Inspection of Works

66.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/Project Manager or his representative to visit the Work shall have been given to the Contractor, either himself be present or receive orders and instructions, or have a responsible representative duly accredited in writing, present for the purpose. Orders given to the Contractor's

representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than 15 (Fifteen) day notice in writing to the Engineer-in-Charge/Project Manager for carrying out the inspection, Domestic or Overseas) so as to reach out for the inspection by the concerned officials and/or measurement of any work in order that the same may be inspected and measured. Employer/Owner at his own discretion may or may not attend the scheduled inspection calls as arranged by the contractor on account of pre-occupation and other site exigencies.

In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.

- 66.2 The Contractor is to provide at all time during the progress of the Work and the maintenance period, proper means of access with ladders, gangways etc. to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge/Project Manager.
- 66.3 The Contractor shall make available to the Engineer-in-Charge/Project Manager free of cost all necessary instruments and assistance in checking or setting out of Work and in the checking of any Work made by the Contractor for the purpose of setting out and taking measurements of Work.

#### 67. Tests for Quality of Work

- 67.1 All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the Engineer-in-Charge/Project Manager and shall be subjected from time to time to such test as the Engineer-in-Charge/Project Manager may direct at the place of manufacture or fabrication or on the site or at all or any such places.

The cost of inspection/ pre-dispatch inspection/ in-stage inspection (Exclusive of Employer/ Owners representatives TA/DA) shall be borne by Contractor. Such pre-dispatch inspection(s) at the manufacturer's facility shall be carried out in the presence of the Employer/Owner or their authorized representatives, for such items as is specified by the Engineer-in-Charge/Project Manager. Travel expenses for the representatives of Employer/Owner for such inspections shall be borne by the Employer/Owner respectively.

However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation for the revisit shall be borne by the Contractor. A minimum of 07 (Days) notice shall be given by the Contractor for witnessing such inspection at the works

The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Project Manager and keep all stage inspection/ material TC readily available for the Inspector.

- 67.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge/Project Manager shall be carried out at the field-testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facility with the Owner, the required test shall be carried out at the cost of Contractor at Government or any other accredited testing laboratory.
- 67.3 If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor and cost of such tests shall be reimbursed by the Owner.

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