

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Tender Document

For

Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X5 kWp Standalone Solar PV Power Plants at Satjelia Natavar Vidyatan and Dayapur P.C.Sen High School in the District of 24 Parganas (South) including (5) years guarantee and comprehensive maintenance .

WBREDA/NieT-03/2018-19

Dated: 11/06/2018



**West Bengal Renewable Energy Development Agency
Bikalpa Shakti Bhavan, J1/10, EP&GP Block,
Sector- V, Salt Lake, Kolkata- 700091**

These documents are meant for the exclusive purpose of bidding against this NieT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

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Section I - NOTICE INVITING TENDER

West Bengal Renewable Energy Development Agency

(An organization of Department of Power and NES Government of West Bengal)

BIKALPA SHAKTI BHAVAN, Plot – J1/10, Block – EP & GP,

Sector – V, Salt Lake City, Kolkata – 700 091

ABRIDGED NOTICE INVITING e-TENDER

NieT No: WBREDA/NieT- 03 /2018-19

Dated:11/06/2018

WBREDA invites e-tender for “Design &Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X 5kWpStandalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatan and and Dayapur P.C.Sen High School under Gosaba Block in the District of South-24 Parganas West Bengal”. Detailed NieT may be seen & downloaded from WBREDA website (www.wbreda.org).

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal (<https://wbtenders.gov.in>) and thereby downloading the bidding documents from **10.00 AM** on **16/06/2018** and the offer shall be submitted online up to **4.00 PM** on **11/07/2018**

Sd/-

Chief Engineer
WBREDA

West Bengal Renewable Energy Development Agency
(An organization of Department of Power and NES Government of West Bengal)
BIKALPA SHAKTI BHAVAN, Plot – J1/10, Block – EP & GP,
Sector – V, Salt Lake City, Kolkata – 700 091
(Domestic competitive bidding)

DETAILED NOTICE INVITING TENDER

NIeT No: WBREDA/NIeT-03/18-19 Dated 11/06/2018

1.0 West Bengal Renewable Energy Development Agency herein referred to as **WBREDA** invites e-tender (Submission of Bid through **online**) through Domestic Competitive Bidding (DCB) from eligible bidders for following work:-

Name of the Work:

Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X 5kWp Standalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatan and Dayapur P.C. Sen High School under Gosaba Block in the District of South-24 Parganas, West Bengal.

2.0 Scope of Work: The work covered under this Tender shall be included but not limited to the following:-

- a. Detailed site survey of the location ear-marked for the Power Plant for the purpose of detailed designing and engineering.
- b. Submission of detailed designing and engineering report for installation of the Power Plant with layout plan.
- c. Detailed design of the equipment/ materials and submission of BoM.
- d. After obtaining approval from the purchaser arrangement for inspection.
- e. Manufacturing including shop testing.
- f. Procurement, packaging, forwarding, transportation and insurance of equipment/ material from the manufacturer's works to the site.
- g. Receipt, storage, preservation, insurance and conservation of equipment/ material at the site.
- h. Installation of PV Power Plant(s) as per approved technical design.
- i. Final check-up of equipment, installation and commissioning of power plant and putting the system into successful functional operation
- j. Maintenance of Power Plant including supply of consumables for a period of five years from the date of successful completion, including supply of spares if required

3.0 Detailed Specification, scope of supply and terms and conditions of supply are given in the bidding documents, which are available at the online e-tendering portal <https://wbtenders.gov.in>

4.0 Estimated Cost of the Project:Rs.13,50,000.00 (Rupees thirteen lakhs fifty thousand including all taxes and duties)

5.0 Cost of Tender Document (Tender Fee): Cost of Tender document is **Rs 2,000.00 (Rupees two thousand including all tax)**. The cost of tender document is non-refundable. The tender fee shall have to be remitted through online e-tendering portal <https://wbtenders.gov.in>

6.0 Bid Security (Earnest Money Deposit (EMD): **The Bid Security / EMD is Rs 27,000.00 (Rupees twenty seven thousand only)**. Necessary Earnest Money (EMD) shall have to be

remitted through online e-tendering portal <https://wbtenders.gov.in> in favour of the “WBREDA”, payable at Kolkata.

7.0 Schedule of Dates for e-Tendering:

SL. NO.	PARTICULARS	DATE & TIME
1.	Documents download start date (Online)	16-06-2018 from 10.00 PM
2.	Last date of uploading Pre-bid Query	20- 06 -2018 up to 4.00 PM
3.	Pre- bid Meeting	26- 06 -2018 at 3.00 PM
4.	Bid proposal submission start date (Online)	28-06-2018 from 10.00 AM
5.	Bid proposal Submission end date (Online)	11-07-2018 up to 4.00 PM.
6.	Bid opening date for Technical proposal (Online)	13-07-2018 at 4:00PM
7.	Date of Opening of financial bid	To be intimated later

9.0 All bids must be supported by bid security (EMD). Bid shall be rejected by the WBREDA if the bidder fails to deposit online tender fees & Earnest Money Deposit (EMD). Incomplete offer will be liable for rejection.

10.0 Qualifying Requirement For Bidders:

The Bidder must have to meet the following minimum qualification:

10.1 General :

- i) The Bidder shall be a Sole Proprietorship / Firm or Company incorporated in India under the Companies Act, 1956 or 2013 or Indian Partnership Act 1932 or LLP Act 2008
- ii) The bidder **must have** valid GST, PF Registration and other statutory documents

10.2 Financial Capability:

The Bidder must have to meet the following criteria:

- i. Minimum Average Annual Turnover (MAAT) of the Bidder within last 3 (three) financial years shall have to be at least **Rs. 5,00,000.00 (Rupees five lac) only.**
- ii. Net worth as per the financial statement of the last financial year shall be positive.

10.3 Technical Capability:

The Bidder must have to meet the following criteria:

The Bidder shall have experience in supply, installation & commissioning Solar PV Power Plant(s) of capacity 1X 8 kWp or 2 X 4 kWp or 3 X 3 kWp as on the date of issuance of NlET during last five years.

11.0 Completion time :

Time for Completion of the total works shall be **90(ninety) days** from the date of LoA.

12.0 Validity of offer:

Validity of the **offer is 180 days from** the date of opening of the bid. However, it may be extended in case of exigencies with consent from the successful bidder(s).

13.0 WBREDA shall not be bound to accept the lowest tender. WBREDA reserves the right to accept or reject any bid partly or fully or cancel the bidding without assigning any reason thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.

14.0 A prospective bidder requiring any clarification on bidding documents may notify the WBREDA by uploading the same in the e-tendering portal, which shall be available to all the

participant bidders, as per Standard Format enclosed with this document **Form 3** and **Form 4** not later than the date and time specified in NIeT. The soft copy of the same must be sent in Excel format at the mail address: cewbredagedcl@wb.gov.in.

- 15.0** Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc.as defined in various statutes, will automatically disqualify the bidders.
- 16.0** If the dates of any offline activity and opening of Technical Bid and Financial Bid fall on holidays or on days of strike or natural calamity, the dates get deferred to next working days at same hours without any further notice.
- 17.0** The The Tender Inviting Authority reserves the right to modify, amend or supplement the Tender Document. Any corrigendum, notification concerned to this tender will be published in the e- tender portal <https://wbtenders.gov.in> and it will be part & parcel of the tender. The bidders are therefore advised to follow the e-tender portal <https://wbtenders.gov.in> for such corrigendum, notification etc
- 18.0** **Technical Specification** :All the Technical Specifications are as per the Technical Specification of this NIeT (**Section V**)
- 19.0** Other information as well as terms and conditions, which do not covered in the NIeT, have been incorporated in **Instructions to Bidders (Section II), General Condition of Contract(Section III) Special Conditions of Contract (Section IV), Technical Specification (Section-V)**, of this tender. Special Conditions of Contract (SCC) shall supplement/amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC)
- 20.0** **Address For Communication**

The Chief Engineer
West Bengal Renewable Energy Development Agency
Bikalpa Shakti Bhavan, J1/10, EP&GP Block,
Sector- V, Salt Lake, Kolkata- 700091
Website : www.wbreda.org
Contact No. +913323575038 /+913323575037
FaxNo. : +913323576668
Mobile No: +919433468551
Email : cewbredagedcl@wb.gov.in

Chief Engineer
WBREDA

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section - II

Instruction to the Bidder (ITB)

Name of the Work:	Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X5 kWp Standalone Solar PV Power Plants of including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatan and Dayapur P.C. Sen High School under Gosaba Block in the District of South-24 Parganas West Bengal.
NIeT No:	WBREDA/NIeT- 03/2018-19 dated: 11/06/2018
A. Introduction	
ITB. 1.0	Source of Funds: West Bengal Renewable Energy Development Agency (hereinafter referred to as WBREDA or “Purchaser”) intends to finance the Work covered under these Bidding Documents from the Fund made available by Department of Power and NES, Government of West Bengal.
ITB. 2.0	Brief Scope of work: The scope of work shall be on the basis of single source responsibility, completely covering all the Equipment/Material specified under the Technical Specifications. It will include the following: <ul style="list-style-type: none">k. Detailed site survey of the location ear-marked for the Power Plant for the purpose of detailed designing and engineering.l. Submission of detailed designing and engineering drawings for installation of the Power Plant with layout plan.m. Detailed design of the equipment/ materials and submission of BoM.n. After obtaining approval from the purchaser arrangement for inspection.o. Manufacturing including shop testing.p. Procurement, packaging, forwarding, transportation and insurance of equipment/ material from the manufacturer’s work shop to the site.q. Receipt, storage, preservation, insurance and conservation of equipment/ material at the site.r. Installation of PV Power Plant(s) as per approved technical design.s. Final check-up of equipment, installation and commissioning of power plant and putting the system into successful functional operation.t. Maintenance of Power Plant including supply of consumables for a period of five years from the date of successful completion including supply of spare if required.

ITB. 3.0	Qualification Requirement (General):
ITB. 3.1	Type of Bidders: As mentioned in the Notice Inviting e-Tender (NIeT)
ITB. 3.2	Bidder shall have adequate technical and financial capability to meet the technical and financial qualification requirement as per NIeT.
ITB. 3.3	Notwithstanding anything stated herein, WBREDA reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation
ITB. 3.4	Joint Venture or Consortium is not permitted.
ITB. 3.5	Other Qualification requirements: As per NIeT of the Tender
ITB 4.0	Responsibility of bidders:
ITB 4.1	The WBREDA will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the WBREDA. Verbal agreement or conversation with any employee of the WBREDA either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.
ITB.4.2.	It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost duration and execution of the work.
ITB.4.3.	It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the Works have properly been investigated and considered while submitting the bid. Claims whatsoever including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents will not be entertained by the Purchaser. Neither any change in time schedule of Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder.
ITB. 5.0	Cost of bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and WBREDA in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process
B. The Bidding Documents	
ITB. 6.0	Contents of bidding documents:
ITB. 6.1	The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the bidding documents. The set of bidding documents uploaded for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB. 10
ITB. 6.2	The bidder is expected to examine all instructions, forms, terms, conditions, Specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.
ITB.7.0	Site visit :
ITB.7.1.	The bidder is advised to visit and examine the geographical location of Sites of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of Works. The cost of visiting the Site shall be borne by the bidder fully.
ITB.7.2.	The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will

	release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
ITB.8.0	Clarifications on bidding documents:
ITB.8.1.	A prospective bidder requiring any clarification on bidding documents may notify the WBREDA by uploading the same in the e-tendering portal, which shall be available to all the participant bidders, as per Standard Format enclosed with this document Form 3 , and Form4 not later than the date and time specified in NIEt. The soft copy of the same must be sent in Excel format at the mail address: cewbredagedcl@wb.gov.in .
ITB.8.2	The WBREDA will issue clarification(s) as he may think fit after pre-bid meeting prior to the deadline/ extended deadline for submission of bids prescribed by the WBREDA. Written copies of the WBREDA's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders
ITB.8.3	Any queries sent by the bidders after the date and time notified in NIEt or any extended date, if any, shall not be entertained.
ITB. 9.0	Pre-bid meeting :
ITB.9.1.	The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in NIEt. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Purchaser shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders.
ITB.9.2.	Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to ITB. 10
ITB.9.3.	Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.
ITB.9.4.	Any essential requirement not included in the Price Schedules but required for successful commissioning and operation of Works as per scope of Contract shall be indicated by the bidders as per Form: 4 of Section VI and submitted before the pre-bid meeting by the date specified in the NIEt in line with ITB.8.1 . The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.
ITB.9.5	Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.
ITB.9.6.	Place of pre-bid meeting: Mentioned in Bid Data Sheet and NIEt
ITB. 10.0	Amendment of bidding documents :
ITB.10.1	At any time, but not later than ten (10) days prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents by issue of an addendum/amendment.
ITB.10.2	The addendum/amendment will be intimated through e-tendering portal at corrigendum folder.. The Purchaser shall assume that the information contained therein have been taken into account by the bidder in its bid. The Purchaser will bear no responsibility or liability arising out of non- cognizance of the same in time or otherwise by the bidder.
ITB.10.3	In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, Purchaser may, at its discretion, extend the deadline for the submission of bids.

ITB.10.4	For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the e-tendering portal https://wbtenders.gov.in .
C. Preparation of Bids	
ITB. 11.0	Document Constitute the Bid :
ITB.11.1	Collection of Bid Document: The bidder can search & download NlET & Bid Document(s) electronically from e-tender portal https://wbtenders.gov.in once he logs on to the portal using the Digital Signature Certificate (DSC). This is the only mode of collection of Bid Documents.
ITB. 11.2	Language of the bid : The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the WBREEDA shall be written in the English language only.
ITB. 11.3	The bidder is expected to examine all instructions, forms, terms, conditions, Specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.
ITB.12.0	Deviation; This tender is a 'No Deviation' tender. Request for any deviation may be considered only if pointed out by any bidder in the Pre Bid meeting. The quarries and proposed modification regarding tender must be submitted by writing as per format (<i>Vide Form -3 and Form-4</i>) before pre bid meeting ITB. 9
ITB. 13.0	General guidance for e- Tender; Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.
ITB. 13.1	Registration of Bidder: Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, by logging on to https://wbtenders.gov.in The contractor is to click on the link for e-Tendering site as given on the web portal.
ITB. 13.2	Digital Signature certificate (DSC): Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
ITB 14.0	Bid Prices:
ITB 14.1	Unless otherwise specified in the Technical Specification, Bidders shall quote for the entire works on a "Single Responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned or to be reasonably inferred from the bidding documents in respect of design, manufacture, including procurement, packing, forwarding transportation, handling , delivery, installation, testing ,pre-commissioning, commissioning, completion of the work and conductance of guarantee tests for the work including supply of spare (if any). This includes the accusation of all permits, approvals and licenses etc as may be specified in the bidding documents. The bidder shall quote in the appropriate schedule the proposed bid price for the entire scope of work covered under the bidding documents

ITB 14.2.1	Price Schedule : The work includes design, engineering, manufacture/ procurement supply, installation, testing and commission of Solar PV Power Plant including 5 years maintenance. The price which will be quoted inclusive of all taxes and duties, Local transportation including transit insurance and other local costs incidental to delivery of Equipment / Materials as applicable.
ITB 14.2.2	The taxes, duties and levies shall be considered as per the rates in force on seven (7) days prior to the last date of submission of bids with respect of direct transaction between Contractor and Purchaser. The reduction of possible tax liability due to abatement/taxable composition for etc “Works Contract” should be considered while quoting the bid price for such item
ITB 14.3	The bidder shall fill in price for all items described in the price schedules. Item against which no price is entered by the bidder will not be paid for by WBREDA when executed and shall be deemed to have been covered in other prices in the Price Schedule where the evaluation is being done on the basis of total prices quoted for all the Price Schedules.
ITB 14.4	All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever.
ITB 14.5	Price Adjustment:
ITB 14.5.1	Price quoted by the bidder shall be firm during the entire period of contact irrespective of scheduled date of completion.
ITB 15.0	Period of validity of bids:
ITB 15.1	The bids submitted by the bidder shall remain valid for a period as specified in NiET . A bid valid for a shorter period than that prescribed in the NiET shall be rejected by the WBREDA.
ITB 15.2	In exceptional circumstances, WBREDA may solicit the bidder’s consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB.15 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.
ITB.16.0	Bid Security:
ITB.16.1	Bid Security /EMD must be submitted only in online mode through e-tendering portal https://wbtenders.gov.in as prescribed in the NiET.
ITB.16.2	Bid security of the unsuccessful bidders will be discharged / returned as promptly as possible after the expiration of the validity of bid security.
ITB.16.3	The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee as per ITB. 33 and signing of the Contract Agreement by the bidder
ITB.16.4	If the bid security is not in adequate value the bid will be rejected by the WBREDA and returned to the bidder with in thirty (30) days of the bid opening date
ITB.16.5	The bid security shall be forfeited in the following circumstances: a) If the bidder withdraws its bid as a whole or in part as per ITB.20 , during the period of bid validity specified by the bidder in its bid b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid c) If the bidder does not accept the correction of its bid price pursuant to ITB. 25 d) If the successful bidder fails, within the specified time limit either to accept the Letter of Award (LoA) and sign the Contract Agreement unconditionally or, to

	furnish the Contract Performance Guarantee, in accordance with ITB. 33		
ITB.16.6	No interest shall be paid by the Purchaser on the bid security		
ITB .17.0	Signing of bids: All documents should be digitally signed by the bidders and uploaded		
D. Submission of Bid			
ITB.18.0	Submission of Bid:		
ITB.18.1	Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).		
ITB .18.2	<p>General process of submission: Tenders are to be submitted online through the website https://wbtenders.gov.in. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the Bid Documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.</p> <p>The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. The bidder needs to download the BOQ, fill up the BOQ in the designated Cell and upload the same in the designated location of Financial Bid in Excel.</p> <p>The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC).</p>		
ITB.18.3	The offer contain two Proposal: a) Technical Proposal , b) Financial Proposal		
ITB.18.3.1	Technical Proposal: The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders). a) Statutory Cover b) Non- Statutory Cover		
ITB.18.3.1.1	Statutory Cover: Statutory contain two folders :a) “Tender fee and EMD” folder b) “Form” Folder		
ITB 18.3.1.1.1	To be submitted in “Tender Fee and EMD” folder: Tender Fee and Earnest Money (EMD) should be submitted online mode.		
ITB 18.3.1.1.2	To be submitted in“Forms”folder: i. Bid Form(<i>VideForm-1</i>), (<i>Only downloaded copies of the above documents duly filled up and are to be uploaded, virus scanned and digitally signed by the bidder</i>)		
ITB.18.3.1.2	Non statutory Cover (My Document):		
	Sl. No.	Category Name	Sub-Category Description
	A	Certificate(s)	Certificate(s)
			1.Copy of GST registration 2.Copy of the PAN certificate/ PAN Card

				3. Declaration of PF Registration Number or Proof of PF Registration
	B	Company Detail(s)	Company Details	6. Copy of the Registration Certificate under Company Act (Company Incorporation Certificate) or copy of the Registered Deed for Partnership Firm
	C	Credential	Credential 1	7. Copy of the Order(s)/ Contract Agreement(s) with the Purchaser / any other Proof of Purchase, as primary agency [Applicability up to the extent of meeting Technical QR]. AND Corresponding Copy of the Completion Certificate(s) /Commissioning report signed by the Purchaser / Ordering Authority to substantiate the proof of completion of the Solar PV Power Plant(s). [Applicability up to the extent of meeting Technical QR].
	D		Financial	8. Audited Balance Sheet & Statement of Profit & Loss A/c. or Tax Audit report for last three FYs [Applicability as per Financial capability]. duly certified by the chartered firm 9. Copy of Acknowledgement of Income Tax returns for last FY [Applicability as per Financial capability].
ITB 18.3.2	Financial Proposal: The Financial Proposal shall contain Price Bid namely, BOQ –in Excel format.			
ITB.18.3.2.1	BOQ: The BOQ to be filled up and upload is in form of Excel file in the BOQ folder			
ITB.19.0	Deadline for Submission of bids:			
ITB.19.1	Bids must be received by WBREDA at the online e-tendering portal address specified in NieT no later than the time and date mentioned in NieT .			
ITB.19.2	The WBREDA may, at his discretion, under intimation to the bidders who have downloaded the bidding documents, extend the deadline for the submission of bids / opening of bids by issuing an addendum and hosting the same on the e-tender portal, in which case all rights and obligations of WBREDA and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.			
ITB.19.3	In the event, the deadline for uploading of bid is extended by the WBREDA, the bidders who have already uploaded their bids within the original deadline of submission shall have the option to upload their revised bid in substitution either in full or in part of earlier bid. In the absence of a revised bid, the original bid shall be considered for opening and subsequent evaluation. Wherever, the bidder has submitted the revised bid in full, in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.			
ITB 20.0	Withdrawal of bids			
ITB 20.1	The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NieT) and the period of bid validity as per ITB.15 . If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security			
D. Opening and evaluation of tender				
ITB 21.0	Bid Opening:			
ITB 21.1	WBREDA will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate(DSC), at the scheduled date & time for opening of bids as mentioned in NieT or on the date			

	and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidders' representatives who desire may attend/witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the WBREDA or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated/ communicated to all the intending bidders.
ITB 21.2	Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.
ITB 21.3	The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBREDA, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.
ITB 21.4	On the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.
ITB 21.5	In the event, WBREDA, in its discretion, decides not to open the bid for want of adequate response to the bidding, the WBREDA may either extend the bid submission deadline or cancel the bidding process.
ITB 22.0	Process to be confidential:
ITB.22.1.	Subject to ITB. 23 , no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.
ITB.22.2.	Any effort by a bidder to influence WBREDA or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.
ITB 23.0	Clarification of bids :
ITB.23.1.	During bid evaluation, WBREDA may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in ITB.23.2 . The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post / speed post / courier / hand delivery under acknowledgement / email / fax so as to reach the WBREDA within the time specified in the request for clarification issued by WBREDA.
ITB.23.2.	Any post-bid change in the price or substance (techno-commercial) of the bid shall not be sought, offered or accepted, if given by the bidder.
ITB 24.0	Determination of responsiveness :
ITB 24.1.	The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether power of attorney of signatory of the bid has been submitted, whether the documents have been properly signed and whether the bids are generally in order and substantially responsive to the requirements of the bidding documents.
ITB 24.2.	For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and Specifications of the bidding documents without material deviation or reservation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
ITB 24.3.	Any material information/ data/ document required to be submitted by the bidders as per provisions of bidding documents, if not submitted by the bidder, may render the bid to be non-responsive provided such information/ data/ documents is such that it may adversely affect the evaluation.

ITB 24.4.	The Purchaser may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any bidder, as a result of the technical and commercial evaluation pursuant to ITB. 27 and ITB. 28.
ITB 24.5.	If a bid is not substantially responsive to the requirements of the bidding documents, it may be rejected by WBREDA and the same cannot subsequently be made responsive by correction by the bidder.
ITB 24.6.	Conditional bid shall not be accepted by WBREDA
ITB 25.0	Correction of arithmetical errors in price bid;
ITB 25.1	Arithmetical errors will be corrected at the time of evaluation of Price bid and the corrected figure will be considered as evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected.
ITB 25.2	If there is a discrepancy between the product of unit price and quantity and the total price, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail. In case unit price or quantity or both are not filled in against any item, it will be treated as zero and will be assumed that the Bidder has absorbed the cost elsewhere in the Price Bid.
ITB 25.3	The total price so corrected shall be considered for the purpose of evaluation of bid. However for the purpose of award, the corrected price evaluated by the Purchaser or the bid price quoted by the bidder, whichever is lower, will be taken.
ITB 25.4	Bids will be corrected for the rates of taxes & duties in case of wrong rates taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered, only in respect to direct transactions between the Contractor and Purchaser.
ITB26.0	Time Schedule: The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the NleT after the Commencement Date of the Contract as incorporated in the Contract Agreement for completion of Works. Bidders are required to base their prices on the time: schedule given. No credit will be given for earlier completion for the purpose of evaluation.
ITB 27.0	Procedure of Evaluation of bids:
ITB 27.1	The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive as per ITB.24 in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any deviations shall be rejected.
ITB 27.2	The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in NleT .
ITB 27.3	The determination will take into account the bidder's financial, technical, production and execution capabilities, in particular its work in hand and future commitments. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder to the bid, as well as such other information as the Purchaser deems necessary and appropriate
ITB 27.4	An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
ITB. 28.0	Comparison of bids:
ITB. 28.1	The bids shall be compared on the basis of the evaluated price for the entire scope of the Works as defined in the bidding documents. For comparison purposes all the

	evaluated bid prices shall be in Indian Rupees. ‘Evaluated Bid Price’ shall mean the price quoted by each bidder in his proposal for the complete scope of work, as corrected by the Purchaser.
ITB. 28.2	All evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for the award of the Contract.
F. Award of Contract	
ITB. 29.0	Award Criteria:
ITB.29.1.	The Purchaser will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall be the sole judge in this regard.
ITB.29.2.	For the purpose of determining the capability and capacity of the bidder to perform the Contract, the Purchaser reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the facilities available with the bidder.
ITB.30.0.	Right to reject bids: WBREDA reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBREDA’s action
ITB. 31.0	Letter of Award:
ITB.31.1	After approval of bid evaluation by WBREDA, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBREDA will notify the successful bidder in writing by registered letter or by fax, in two (02) copies, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called ‘Letter of Award’ or LoA) shall name the sum which WBREDA will pay to the Contractor in consideration of the execution & completion of the Works by the Contractor as prescribed under the Contract.
ITB.31.2.	Within ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) photocopy of the same to WBREDA as acknowledgment of acceptance of the same.
ITB.31.3.	The LoA will constitute the formation of the Contract as per provisions of GCC.4.5
ITB. 32.0	Signing of Contract Agreement:
ITB.32.1.	WBREDA will send the successful bidder the Contract Agreement (non judicial stamp paper of appropriate value) as per Annexure: 2 of Section VII in three (3) copies incorporating all agreements between the parties duly signed by the authorized signatory of the Purchaser along with the LoA.
ITB.32.2.	Within ten (10) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement and return two (2) copies to the Purchaser and retain one (1) copy of the same.
ITB. 33.	Contract Performance Guarantee:
ITB.33.1.	Within thirty (30) days from date of issuance of LoA, the successful bidder shall furnish to WBREDA a Contract Performance Guarantee(CPG) , as in the form of an unconditional and irrevocable Bank Guarantee equal to ten percent (10%) of the Contract Price for all the Contracts and as per the Annexure: 3 of Section VII.
ITB.33.2.	Failure of the successful bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
ITB. 34.0	Misrepresentation by the bidder : If the bidder conceals any material information or makes a wrong statement or

	misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LoA, if issued.
ITB. 35.0	Corrupt or Fraudulent Practices:
ITB.35.1.	The Purchaser requires that the bidders/Contractors observe the highest standard of ethics during the procurement and execution of the Contracts.
ITB.35.1.1.	In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows: a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. b. “Fraudulent practice” means a misinterpretation of facts in order to influence the procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition
ITB.35.1.2.	The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
ITB.35.1.3.	The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract of the Purchaser
ITB 35.2	The bidders shall make themselves aware of the provision contained in GCC.43.2

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section – III

General Condition of Contract (GCC)

Name of Work	:	Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X5 kWp Standalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatan and Dayapur P.C. Sen High School under Gosaba Block in the District of South-24 Parganas
NieT No.	:	WBREDA/NieT-03 /2018-19 dated:11/06/2018

A	Contract and Interpretation
GCC.1.0	<p>Definition of Terms: Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:</p> <ol style="list-style-type: none">i. “Purchaser” shall mean the “West Bengal Renewable Energy Development Agency (WBREDA)”, having its Office at Bikalpa Shakti Bhavan, J1/10, EP& GP Block, Sector V, Salt Lake, Kolkata-700091 and shall include its successors and assigns.ii. “Contract” means all the Contract Agreement(s) entered into between the Purchaser and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.iii. “Contract Document” means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto)iv. “Contract Price” means the sum total of contract price stated in all the Letter of Award(s) as payable to the Contractor for supply, execution and commissioning of the entire Works under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s). In cases where separate identifiable Works can be completed and taken over by the Purchaser and for which separate completion schedule is provided in the Contact, in relation to such Works, the Contract Price shall mean the price relatable to such Works completed and taken over by the Purchaser.v. “Contractor” means the successful bidder and, in case of a joint venture bid, the designated leader, whose bid has been accepted by the Purchaser, named as such in the Contract Agreement and included its legal successors and permitted assigns.vi. “Contractor's Equipment” means all appliances or things of whatsoever nature required for the purposes of execution of work and which are to be provided by the Contractor but does not include any Equipment/ Materials intended to form part of Worksvii. “Project Manager” means the person appointed by the Purchaser in the manner provided in GCC.18 hereof and named as such in the SCC to perform the duties delegated by the Purchaser.viii. “Letter of Award” means notice of acceptance of the bid in writing to the

	<p>successful bidder, indicating the sum WBREDA will pay for the Works as per ITB</p> <p>ix. “Price Schedule” means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid and forming a part of the Contract Documents.</p> <p>x. The ‘Engineer-in-Charge’/ ‘Controlling Officer’ shall mean the Engineer designated by the WBREDA or for the purpose of carrying out this contract.</p> <p>xi. ‘WBREDA’s representative’ shall mean any person or persons or consulting firm appointed/authorized by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope</p> <p>xii. The ‘Sub-Contractor’ shall mean any person/agency to whom any part of the contract has been sublet by the contractor with the consent in writing of the Company and will include the legal representatives, successors and permitted assigns of such persons/agency.</p> <p>xiii. ‘Equipment/materials’ shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.</p> <p>xiv. ‘Workmanship’ shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.</p> <p>xv. ‘General conditions’ shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.</p> <p>xvi. The term ‘Services’ shall mean all works to be undertaken by the contractor as laid down under the head “scope of work” or elsewhere in the specification enclosed. When the words “approved”, “subject to Approval”. “As directed”, “Accepted”, “Permitted” etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.</p> <p>xvii. ‘Day’ means a calendar day beginning and ending midnight.</p> <p>xxviii. ‘Month’/‘Calendar month’ means not only the period from the first of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.</p> <p>xix. ‘Week’ means seven consecutive calendar days.</p> <p>xx. ‘Writing’ shall include any manuscript, type written, printed or other statement reproduced in any visible form.</p> <p>xxi. “Site” means the place or places, where Works are to be executed by the Contractor or to which Equipment machinery are to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Purchaser, use in connection with the work other than merely for the purposes of access.</p> <p>xxii. ‘Date of Contract’/‘Commencement Date’ shall mean the date on which Letter of Award will be issued.</p> <p>xxiii. ‘Zero Date’ will be started from the date of issuance of Letter of Award.</p> <p>xxiv. “Program” means the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.</p> <p>xxv. “GCC” means the General Conditions of Contract hereof.</p> <p>xxvi. “SCC” means the Special Conditions of Contract.</p> <p>xxvii. ‘Specifications’ shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments.</p> <p>xxviii. ‘Drawings’ means collectively all the accompanying general drawings as well as all detailed drawings, which may be used from time to time or desired by WBREDA.</p>
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	<p>xxix. ‘Approval’ shall mean the written approval of WBREDA and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.</p> <p>xxx. ‘Manufacturer’ shall refer to the party proposing to design/engineering and construct in complete or in part a particular job/work at their works/premises.</p> <p>xxxii. ‘Labourer’ shall mean all categories of labour engaged by the Contractor, his sub- contractors and his piece workers for work in connection with the execution of the worked covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.</p> <p>xxxiii. ‘Plant’/‘Equipment’/‘Stores’ means and include plant and machineries to be provided under the contract.</p> <p>xxxiiii. ‘Delivery of Plant’/‘Delivery of Equipment’ shall be deemed to take place on delivery of the plant/equipment in accordance with the terms of the contract complete in all respect after approval by WBREDA.</p> <p>xxxv. ‘Tests on Completion’ shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WBREDA before the plant and equipment are taken over by WBREDA and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.</p> <p>xxxvi. ‘Commissioning’ shall mean the satisfactory, continuous and uninterrupted operation of the equipment/work as specified after all necessary initial tests, checks and adjustments required at site for a period of at least 15 (fifteen) days to the satisfaction of WBREDA.</p> <p>xxxvii. ‘Urgent Works’ shall mean any urgent measures, which in opinion of the Engineer-in- Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other/reason WBREDA may deem expedient.</p>
GCC.2.0	Contract documents:
GCC.2.1	Subject to Article 1.2 of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
GCC.2.2	Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide the Purchaser with at least six (6) copies of the Contract Documents within thirty (30) days after signing of the Contract Agreement.
GCC.2.3	The Contractor shall provide free of cost to PURCHASER all the engineering data, drawings and descriptive materials submitted with the bid, complete set of his bid and bidding documents, copies of all the correspondence with PURCHASER, etc. in at least four (4) copies to form a part of the Contract Documents immediately after the Letter of Award (LoA).
GCC.2.4	Endorsement of Terms: The failure of either party to endorse at any time any of the provisions of the Contract or any rights in respect thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to effect the validity of the Contract. The exercise by either party of any of his rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.
GCC.2.5	Effect: The Contract shall be considered to come into force on the date of LoA by PURCHASER to the Contractor which may be in the form of a fax or a Letter of Award. The Time for Completion shall be reckoned from that date of LOA
GCC.2.6	All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language

	under this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
GCC.3.0	Notice:
GCC.3.1	Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party .
GCC.3.2	Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch . In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
GCC.3.3	Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its dispatch.
GCC.3.4	Either party may change its address at which notices are to be received by giving ten (10) days notice to other party in writing.
GCC.4.0	Interpretation:
GCC.4.1	Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires
GCC.4.2	Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
GCC.4.3	Persons: Words importing persons or parties shall include firms, corporations and government entities.
GCC.4.4	Incoterms: Unless inconsistent with any clause of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
GCC.4.5	Construction of Contract The Contracts to be entered into between the Purchaser and the successful bidder shall be as under: a. Design, Engineering, manufacture ,supply of Equipment / Materials loading, transportation for delivery at Site, transit insurance, unloading, storage, handling at Site, installation services (including rates and prices for all material/ labour, Contractor 's Equipment, temporary works, consumables and all matters and things of whatsoever nature of such works), training of Purchaser's personnel, etc and all other services specified in the Contract Documents, installation , commissioning including 5years.maintenance.
GCC.4.6	The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Works as per Contract Documents and all Contracts shall contain a cross fall breach clause, i.e., a breach in one Contract shall automatically be construed as a breach of the other Contracts which

	will confer a right on the Purchaser to terminate the other Contracts also at the risk and the cost of the Contractor
GCC.4.7	Entire Agreement: Subject to GCC.16.3, the Contract constitutes the entire agreement between the Purchaser and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract..
GCC.4.8	Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto
GCC.4.9	Independent Contractor: The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-contractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Sub-contractors and the Purchaser.
GCC.4.10	Joint Venture is not permitted.
GCC.4.11	Non-Waiver: Any waiver of Purchaser's/bidder's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Purchaser/bidder granting such waiver, and must specify the right and the extent to which it is being waived. Subject to above, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
GCC.4.12	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
GCC.5.0	Governing Law: The Contract shall be governed by and interpreted in accordance with laws in force in India including any such Laws passed or made or coming into force during the period of the Contract. The Courts of Kolkata under the superintendence of High Court of Calcutta shall have exclusive jurisdiction in all matters arising under the Contract.
GCC.6.0	Disputes:
GCC.6.1	Adjudicator:
GCC.6.1.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works —

	whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/ difference shall be made to the Project Manager as mentioned in GCC16.18 . If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.
GCC.6.1.2	The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Contractor within sixty (60) days of such reference, the decision shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.
GCC.6.1.3	The Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC.
GCC.6.1.4	Should the Adjudicator resign or die, or should the Purchaser and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Contractor.
GCC.6.2	Arbitration:
GCC.6.2.1	If either the Purchaser or the Contractor is dissatisfied with the Adjudicator’s decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the Purchaser or the Contractor may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
GCC.6.2.2	Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC.6.2.1 , shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works
GCC.6.2.3	Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three (3) arbitrators, in accordance with the provisions set forth below
GCC.6.2.4	The Purchaser and the Contractor shall each appoint one arbitrator, and these two (2) arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either party or the arbitrators, be appointed by the Appointing Authority for arbitrator designated in the SCC .
GCC.6.2.5	If one party fails to appoint its arbitrator within fifty (50) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
GCC.6.2.6	If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as

	mentioned in GCC.5 and a substitute shall be appointed in the same manner as the original arbitrator.
GCC.6.2.7	Arbitration proceedings shall be conducted (i) in accordance with the rules of procedure designated in the SCC, (ii) in the place designated in the SCC, and (iii) in the language in which this Contract has been executed.
GCC.6.2.8	The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
GCC.6.2.9	The arbitrator(s) shall give reasoned award
GCC.6.3	Notwithstanding any disputes with reference to the Contract pending for adjudication or arbitration, the Contractor shall continue to perform his obligations in connection with the Works in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any monies due to the Contractor.
GCC.6.4	Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings. All litigation matters between the parties if any shall be held in any Court in Kolkata under the superintendence of High Court of Calcutta.
GCC.7.0	Compliance with Laws:
GCC.7.1	Compliance with Laws, statutes, regulations: The Contractor shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.
GCC.7.2	Statutory Obligations: The Contractor shall adhere to the statutory provisions under Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act and other relevant statutes. Non-compliance of the statutory provisions in respect of contract labour engaged in the job may attract penal action against Contractor from the law enforcing authorities. All liabilities arising out of the non-compliance of the Law of the land will have to be borne by the Contractor and PURCHASER will not be responsible in any manner whatsoever for the same.
GCC.7.3	The Contractor shall indemnify and hold harmless the Purchaser 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 Sub-contractors and their personnel, but without prejudice to GCC.9.1 hereof.
B	Subject matter of Contract
GCC.8.0	Scope of Works:
GCC.8.1	Unless otherwise expressly provided in the Technical Specifications, the Contractor's obligations cover the provision of all Equipment/ Materials including spares and the performance of all services required for the design, the manufacture (including quality assurance, construction, installation, associated civil, structural and other construction works and delivery) of the Equipment/Materials and the installation, commissioning,

	completion of the Works and carrying out completion tests for the Works in accordance with the plans, procedures, Specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such Specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, Equipment, spare parts (as specified in GCC.8.3) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site), insurance and storage, except for those supplies, works and services that will be provided or performed by the Purchaser, as set forth in Appendix to the Contract Agreement.
GCC.8.2	The Contractor shall, at no extra cost to the Purchaser, unless specifically excluded in the Contract, perform all such Works and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining successful completion of the Works as if such Works and Materials were expressly mentioned in the Contract
GCC.8.3	The Contractor agrees to supply spare parts required for the operation and maintenance of the Works as per provision of subsequent sub clauses of GCC.8.3
GCC.8.3.1	All the spares for the Equipment/material under the Contract will strictly conform to the Specification and other relevant documents and will be identical to the corresponding main Equipment/Materials supplied under the Contract and shall be fully interchangeable.
GCC.8.3.2	All the spares covered under the Contract shall be manufactured along with the main Equipment/ Materials as a continuous operation and the delivery of the spares will be effected along with the main Equipment/ Materials in a phased manner and the delivery would be completed by the respective dates for the various categories of Equipment/ Materials as per the agreed Program.
GCC.8.3.3	The Contractor will provide the Purchaser with the manufacturing drawings, catalogues, assembly drawings and any other document required by the Purchaser so as to enable the Purchaser to identify the spares. Such details will be furnished to the Purchaser during design and drawing approval.
GCC.8.3.4	In addition to the spares covered in the Scope of Work, if the Purchaser further identifies certain items of spares, the Contractor will submit the prices and delivery quotation for such spares within thirty (30) days of receipt of such request with a validity period of six (6) months for consideration by the Purchaser and placement of order for additional spares, if the Purchaser so desires.
GCC.8.3.5	The quality plan and the inspection requirement finalized for the main Equipment/ Materials will also be applicable to the corresponding spares.
GCC.8.3.6	The Contractor will provide the Purchaser with all the addresses and particulars of his Sub-contractors while placing the order for Equipment/ Materials covered under the Contract and will further ensure with his vendors that the Purchaser, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.
GCC.8.3.7	The Contractor shall guarantee the long-term availability of spares to the Purchaser

	for the full life of the Equipment/ Materials covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the Equipment/ Materials, he shall give the Purchaser at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to Sub-Contractor of any spares by the Contractor or his Sub-Contractors. Further, in case of discontinuance of manufacture of any spares by the Contractor or his Sub-Contractors, the Contractor will provide the Purchaser, two (2) years in advance, full manufacturing drawings, material specifications and technical information required by the Purchaser for the purpose of manufacture of such items.
GCC.8.3.8	In case the Contractor fails to supply the spares in the terms stipulated above, the Purchaser shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by the Purchaser, if any, over the rates worked on the above basis. In the event of such risk purchase by the Purchaser, the purchases will be as per the Policy and Procedures of the Purchaser prevalent at the time of such purchases and the Purchaser at his option may include a representative from the Contractor in finalizing the purchases.
GCC.8.3.9	It is expressly understood that the final settlement between the parties, in terms of relevant clauses of the Contract Documents shall not relieve the Contractor of any of his obligations under the provision of long term availability of spares unless otherwise discharged expressly in writing by the Purchaser.
GCC.8.3.10	The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship
GCC.9.0	Obligations of the Contractor:
GCC.9.1	The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the Works as necessary for successful completion of all the obligations, within the time for completion.
GCC.9.2	The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the conditions and circumstances at the Site affecting the Contract Price, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site including existing roads and bridges and other means of access to the Site, presence of obstructions on the Site. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works
GCC.9.3	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/ state where the Site is located that are necessary for the performance of the Contract.
GCC.9.4	The Contractor shall arrange/ construct at his own cost any storage/access, structures, bridges and approach to the work sites from public roads as may be

	required for execution of Works.
GCC.10.0	Obligations of the Purchaser:
GCC.10.1	The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser as described in Appendix to the Contract Agreement, except when otherwise expressly stated in the Contract.
GCC.10.2	The Purchaser shall be responsible for providing legal and physical possession of the Site and access thereto except where providing access is included in the scope of work of the Contractor, as specified in Appendix to the Contract Agreement. The Purchaser shall give full possession of an accord all rights of access thereto on or before the date(s) specified in Appendix to the Contract Agreement.
GCC.10.3	The Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings where the Site is located, which such authorities or undertakings require the Purchaser to obtain in the Purchaser's name for the execution of the Contract (they include those required for the performance by both the Contractor and the Purchaser of their respective obligations under the Contract), including those specified in Appendix to the Contract Agreement.
GCC.10.4	Without prejudice to the obligations of the Contractor under the Contract Agreement, if requested by the Contractor, the Purchaser shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Sub-contractors or the personnel of the Contractor or Sub-contractors, as the case may be, to obtain.
GCC.10.5	The Purchaser shall provide sufficient, properly qualified operating and maintenance personnel; shall supply, other materials and facilities and shall perform work and services of whatsoever nature, all as specified in Appendix to the Contract Agreement, to enable the Contractor to properly carry out Commissioning and Guarantee Tests at or before the time specified in the Program furnished by the Contractor under GCC.20.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the y and make available all raw materials, utilities, lubricants, chemicals, catalysts Purchaser and the Contractor.
GCC.10.6	The Purchaser shall be responsible for facilitating the Test(s) on completion of the Works, in accordance with GCC.25
GCC.10.7	All costs and expenses involved in the performance of the obligations under GCC.10 (GCC 10.2 not applicable for this tender), other than under GCC.10.4, shall be the responsibility of the Purchaser, save those to be incurred by the Contractor, in accordance with Appendix to the Contract Agreement.
C.	Payment
GCC.11.0	Contract Price:
GCC.11.1	The Contract Price shall be as specified in Article 2 of the Contract Agreement.

GCC.11.2	The Contract Price shall be adjusted in accordance with provisions of Appendix and SCC to the Contract Agreement wherever specified in the Contract Agreement.
GCC.11.3	Subject to GCC.10.1 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
GCC.12.0	Terms and Procedure for Payment: The payments to the Contractor for the performance of the Contract will be made by the Purchaser as per terms and conditions specified in SCC to the Contract Agreement. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Works or any part thereof. The currency of payment shall be Indian rupees.
GCC.13.0	Securities:
GCC.13.1	Advance Payment Security (Not Applicable); The Contractor shall, within thirty (30) days of the LoA of Contract, provide a security in an amount equal to the initial advance payment calculated in accordance with Appendix to the Contract Agreement, valid till ninety (90) days after scheduled issuance of Taking-Over Certificate as per GCC.29 with a claim period of thirty (30) days. The advance payment security shall be in the form of an unconditional and irrevocable Bank Guarantee as per Annexure of Section VII from an Indian scheduled bank. The payment of initial advance shall be subject to deduction of tax at source as per law. The advance payment will be kept outside the purview of Price variation Clause and will be adjusted as per Appendix to the Contract Agreement. This Bank Guarantee shall be returned to the Contractor after full adjustment of advance and against request by the Contractor. The validity of Bank Guarantee would require to be extended by the Contractor, if so required by the Purchaser.
GCC.13.2	Contract Performance Guarantee:
GCC.13.2.1	The Contractor shall furnish an unconditional and irrevocable Bank Guarantee in favour of the Purchaser as per Annexure of Section VII , towards Performance security for faithful and due fulfillment of all obligations under the Contract after placement of LOA. Bank Guarantee shall be furnished for an amount equal to ten percent (10%) of the Contract Price of all the Contracts, from a Scheduled Bank in India. The Bank Guarantee shall be valid for ninety (90) days after Defect Liability Period with further claim period for ninety (90) days thereafter. The value of the Bank Guarantee is not to be construed as limiting the damages under Defects Liability Period. The Purchaser reserves the right to verify the authenticity of the Bank Guarantee from the issuing bank.
GCC.13.2.2	The Contract Performance Guarantee is liable to be invoked on demand of PURCHASER ,for any breach under the Contract irrespective of any dispute or difference between PURCHASER and the Contractor, pending before any court, tribunal or any other authority,
GCC.13.3	The Performance Guarantee shall be returned to the Contractor within ninety (90)

	days after receipt of application for release of Performance Bank Guarantee along with certification regarding completion of Defects Liability Period. No claim shall be made against the Performance Guarantee after the issue of Defects Liability Certificate. However, no costs shall be paid for the Bank Guarantee by the Purchaser, irrespective of date of release.
GCC.14.0	GST , Duties and other Levies:
GCC.14.1	Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor. All taxes, duties - and levies, including Goods and Services Tax etc., where applicable and payable on Equipment/Materials, components, sub-assemblies, raw materials and any other item required for manufacture of finished Equipment/Material or completion of Works shall be deemed to have been included in total value of supply of goods or services or both..
GCC.14.2	The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Purchaser indemnified and harmless against any claims that may be made against the Purchaser. The Purchaser does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Purchaser.
GCC.14.3	For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission (hereinafter called "Tax" in this paragraph). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Purchaser and the Contractor/Associate/ Collaborator (if applicable). .
GCC.14.4	The Contractor shall be responsible for deposit Labour Welfare Cess applicable under BOCW (RECS) Act 1996 and Building & Other Construction Workers Welfare Cess (BOCWWC) Act 1996 (and subsequent amendments thereof)
D.	Intellectual Property
GCC.15.0	Patent Rights & Royalties:
GCC.15.1	Royalties and fees for patents covering Equipment/Materials, articles, apparatus, devices or processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard.
GCC.15.2	The Contractor shall, subject to the Purchaser's compliance with GCC.15.3, indemnify and hold harmless the Purchaser , his successors or assignees ,its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of : (a) the installation of the Works by the Contractor or the use of the Works in the country where the Site is located; and (b) the sale of the products produced by the Works in any country. Such indemnity shall not cover any use of the Works or any part

	thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Works or any part thereof, or any products produced thereby in association or combination with any other Equipment/ Materials not supplied by the Contractor, pursuant to the Contract Agreement.
GCC.15.3	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC.15.2 , the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Purchaser within the thirty (30) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim.
GCC.15.4	The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
GCC.15.5	All design and drawings submitted by the Contractor will be the property of Purchaser. The Purchaser reserves the right to use the same in its future project without any further reference and additional charges to the Contractor for such use.
GCC.15.6	The Purchaser's Drawings, Specification and other information submitted by the Purchaser to the Contractor shall remain the property of the Purchaser. They shall not, without the consent of the Purchaser, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of the Contract. Any error in any such drawing/Specification etc. shall not absolve the Contractor of his responsibility.
GCC.16.0	Confidential Information:
GCC.16.1	The Purchaser 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 Purchaser to the extent required for the Sub-contractor(s) to perform its Works 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 GCC.16.
GCC.16.2	The obligation of a party under GCC.16.1 above, however, shall not apply to that information which <ul style="list-style-type: none"> a. now or hereafter enters the public domain through no fault of that party b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto c. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
GCC.16.3	The above provisions of this Clause GCC.16 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 Works or any part thereof

GCC.16.4	The provisions of this Clause GCC.16 shall survive termination, for whatever reason, of the Contract.
GCC.17.0	Advertising: Any advertising stating the subject of this Contract by the Contractor in India or in foreign countries shall be subject to approval of the Purchaser prior to the publication. Publication of approved articles, photographs and other similar materials shall carry acknowledgment to the Purchaser.
E.	Work Execution:
GCC.18.0	Purchaser's representative:
GCC.18.1	The Purchaser shall appoint an experienced engineer designated as the Project Manager who shall carry out the functions and obligations of the Purchaser under the Contract.
GCC.18.2	The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works. The Project manager shall represent and act for the Purchaser at all times during the currency of the Contract.
GCC.18.3	Any decision, instruction or approval given by the Project Manager to the Contractor shall have the same effect as though it had been given by the Purchaser.
GCC.18.4	All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Project Manager, except as herein otherwise provided.
GCC.18.5	The Project Manager may authorize his representative as site-in-charge for the Works. The Project Manager will also be the consignee officer for the Works.
GCC.19.0	Contractor's representative
GCC.19.1	If the Contractor's representative is not named in the Contract, then the Contractor shall appoint the Contractor's representative and shall request the Purchaser in writing to approve the person so appointed. If the Purchaser makes no objection to the appointment, the Contractor's representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fifteen (15) days giving the reason thereof, then the Contractor shall appoint a replacement of such objection, and the foregoing provisions of this Sub-Clause GCC.19.1 shall apply thereto.
GCC.19.2	The Contractor's representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.
GCC.19.3	Any instruction or notice which the Purchaser gives to the Contractor's representative(s) shall be deemed to have been given to the Contractor. An instruction book shall be kept at Site to record instruction of the Purchaser or his representative at the time of Site visit.
GCC.19.4	The Contractor shall not revoke the appointment of the Contractor's representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC.19.1

GCC.19.5	The Contractor's representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Purchaser and the Project Manager. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this Sub-Clause GCC.19.5 shall be deemed to be an act or exercise by the Contractor's representative.
GCC.19.6	The Contractor shall in addition to a Contractor's representative, employ one or more competent representative(s) to superintend the carrying out of the Works at Site. Such representative shall be fluent to communicate in local language for day to day work. Their names and contact addresses shall be communicated in writing to the Purchaser before commencement of Works.
GCC.19.7	The Purchaser may, by notice to the Contractor, object to any representative or person employed by the Contractor in the execution of the Contract ,who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC.23.6. The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.
GCC.19.8	If any representative employed by the Contractor is removed in accordance with GCC.19.7 , the Contractor shall, where required, promptly appoint a replacement
GCC.20.0	Programme:
GCC.20.1	The Contractor shall supply to the Purchaser and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out the Works. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed after placement of LoA. The Contractor shall promptly inform the Purchaser and the Project Manager in writing of any revision or alteration of such an organization chart.
GCC.20.2	The Contractor shall submit to the Purchaser for his approval the Program schedule ,after placement of LoA, with respect to Contract ,where such programme schedule is required, which shall, interalia, contain the following: <ul style="list-style-type: none"> a. the order in which the Contractor proposes to carry out the Works (including but not limited to design, engineering, manufacture, supply, finalization of Sub-contractors , Quality plans, transport, delivery to Site, assemble, erection, testing and commissioning), b. the date(s) by which the Contractor reasonably requires that the Purchaser shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the Program and to achieve Completion and conductance of guarantee test of the Works in accordance with the Contract c. the times of submission and approval of the Contractor's Drawings
GCC.20.2.1	The Program so submitted by the Contractor shall be in accordance with the Time Schedule included in Appendix to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the Program as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion and any extension granted in accordance with GCC.42, and shall submit all such revisions to the Project

	Manager.
GCC.20.2.2	This Program shall show clearly all activities and its duration along with earliest and latest dates and the first and last dates of submission of the drawings and each date of shop inspection by the Purchaser and critical path for the Works. The Program approved by the Purchaser shall form part of the Contract.
GCC.20.2.3	The approval by the Purchaser of the Program shall not relieve the Contractor from any obligation under the Contract towards timely completion of Works.
GCC.20.2.4	The program schedule shall also be the contractual schedule for the purpose of regulating price variation provisions, if any, in the Contract.
GCC.20.2.5	Once the program schedule has been finalized, no revision shall normally be permitted as long as the scope of work remains unchanged. However, in cases of increase in quantities, while executing the work as per original scope; suitable adjustments may be made without affecting the time for completion. The revision in program schedule, for aforesaid reasons, shall be done with the approval the Purchaser.
GCC.20.2.6	If the scope of work undergoes changes during execution stage resulting into additional scope over that originally provided, for which the Contractor insists extension in time for completion, such extension shall be granted while ordering additional scope of work. Contractor shall submit revised program schedule for approval of the Purchaser.
GCC.20.2.7	In case the scope of work does not change but the time for completion is extended because of delayed commencement of the work on account of non fulfillment of obligations by Purchaser or because of any other reasons not attributable to Contractor, program schedule shall be suitably revised as per the extended time for completion. Once the time for completion has been extended with the approval of Purchaser, Contractor shall submit revised program schedule for the approval of Purchaser.
GCC.20.3	Progress Report: The Contractor shall monitor progress of all the activities specified in the Program referred to in GCC.20.2 , and supply a progress report to the Project Manager periodically, with a copy to officials as mentioned in the SCC. Guarantee
GCC.20.3.1	The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the Program, giving comments and likely consequences and stating the corrective action being taken.
GCC.20.4	Progress of Performance: If at any time the Contractor's actual progress falls behind the Program referred to in GCC.20.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Purchaser or the Project Manager, prepare and submit to the Project Manager a revised Program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Works within the Time for Completion as stated in SCC, or within such extended time to which the Contractor shall be entitled under GCC.42.2
GCC.21.0	Design and Engineering:
GCC.21.1	The Contractor shall submit to the Purchaser for approval: a. Within the time given in the Contract or in the Program such documents

	<p>including drawings, samples, models or information as may be called for therein, and in the numbers therein required, in a sequential order of execution and</p> <p>b. During the progress of the Works, such documents of the general arrangement and details of the Works as specified in the Contract. The Purchaser shall signify his approval or disapproval as detailed in the schedule and procedure of documents approval indicated below.</p> <p>c.</p>												
GCC.21.2	The Contractor shall prepare (or cause its Sub-contractors to prepare) and furnish to the Project Manager the documents, including Manufacturing Quality Plan and Field Quality Plan wherever required, listed in Appendix to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC.20.2.												
GCC.21.3	Any part of the Works covered by or related to the documents to be approved by the Purchasers Representative shall be executed only after the Project Manager's approval thereof												
GCC.21.4	The Contractor shall supply additional copies of approved documents in the format and numbers stated in the Contract.												
GCC.21.5	<p>The following Schedule and Procedure of Documents Approval has to be followed:</p> <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Step</th> <th>Action / Approved Status Duration</th> </tr> </thead> <tbody> <tr> <td>1)</td> <td>First submission by Contractor (Within 15 days)</td> <td> <p>Commented</p> <p>A–Approved</p> <p>B–Approved subject to incorporation of comments/modifications in Final Documents as well as implementation of those comments during manufacture or services as applicable</p> <p>C–Returned with comments for re-submission after incorporation of corrections.</p> <p style="text-align: center;">← 10 days →</p> </td> </tr> <tr> <td>2)</td> <td>Second submission by Contractor within 10 (ten) days.</td> <td> <p>For 'D'– Approved Documents Resubmitted with incorporation of comments / modifications with Revision No.</p> <p>For 'C'– Approved Documents Returned with Corrections / changes with modified Revision No.</p> <p style="text-align: center;">← 7days →</p> </td> </tr> <tr> <td>3)</td> <td>Third submission by the Contractor within 7 (seven) days</td> <td> <p>For 'A' approved.</p> <p style="text-align: center;">← 7 days →</p> </td> </tr> </tbody> </table>	Sl.No	Step	Action / Approved Status Duration	1)	First submission by Contractor (Within 15 days)	<p>Commented</p> <p>A–Approved</p> <p>B–Approved subject to incorporation of comments/modifications in Final Documents as well as implementation of those comments during manufacture or services as applicable</p> <p>C–Returned with comments for re-submission after incorporation of corrections.</p> <p style="text-align: center;">← 10 days →</p>	2)	Second submission by Contractor within 10 (ten) days.	<p>For 'D'– Approved Documents Resubmitted with incorporation of comments / modifications with Revision No.</p> <p>For 'C'– Approved Documents Returned with Corrections / changes with modified Revision No.</p> <p style="text-align: center;">← 7days →</p>	3)	Third submission by the Contractor within 7 (seven) days	<p>For 'A' approved.</p> <p style="text-align: center;">← 7 days →</p>
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	4)	Submission of 'A' approved documents by Contractor.	'A' – Approved documents with number of copies specified for distribution stamped with "Released for Construction".
	<p>Notes:</p> <p>a. While submitting documents, Contractor shall take utmost care to get it approved in 'A' Category. In case of approval accorded by the Purchaser in 'D' & 'C' Category, the re-submission should be for 'A' approval only.</p> <p>b. Any delay whatsoever in the process of submission of documents under different stages shall be on the Contractor's account.</p> <p>c. Resubmission of 'D' category and 'C' category shall be within seven (7) days and ten (10) days respectively to be recorded from the date of return of such documents.</p>		
GCC.21.6	<p>If any dispute or difference occurs between the Purchaser 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 referred to an Adjudicator for determination in accordance with GCC.6.1 thereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. If the Adjudicator upholds the Contractor's view on the dispute, then the Contractor shall be reimbursed by the Purchaser 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 Adjudicator shall decide, and the Time for Completion shall be extended accordingly.</p>		
GCC.21.7	<p>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.</p>		
GCC.21.8	<p>Approval of any documents by the Purchaser shall not relieve the Contractor of his responsibility for the accuracy thereof or modification required during actual execution or for any deviation in scheme from Technical Specification with accepted deviations if there be any</p>		
GCC.22.0	Procurement:		
GCC.22.1	<p>The Contractor shall manufacture or procure and transport all the Equipment/Materials in an expeditious and orderly manner to the Site.</p>		
GCC.22.2	<p>Purchaser-Supplied Equipment, and Materials: If Appendix to the Contract Agreement provides that the Purchaser shall furnish any specific items of machinery, Equipment/Materials to the Contractor, the following provisions shall apply.</p>		
GCC.22.2.1	<p>The Purchaser shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the Program furnished by the Contractor, pursuant to GCC.20.2 unless otherwise mutually agreed.</p>		

GCC.22.2.2	Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Purchaser shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Purchaser, remedy such shortage, defect or default at the Purchaser's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this Sub-Clause GCC.22.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.
GCC.22.2.3	The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Purchaser of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC.31 or under any other provision of Contract
GCC.22.3	Transportation:
GCC.22.3.1	The Contractor shall at its own risk and expense transport all the Equipment/Materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances
GCC.22.3.2	Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Equipment/Materials and the Contractor's Equipment.
GCC.22.3.3	Upon dispatch of each shipment of the Equipment/ and the Contractor's Equipment, the Contractor shall notify the Purchaser by courier, email, post or by fax followed by post confirmation of the description of the Equipment/Materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival at the Site. The Contractor shall furnish the Purchaser with relevant shipping documents to be agreed upon between the parties
GCC.22.3.4	The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Equipment/ Materials and the Contractor's Equipment to the Site. The Purchaser shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Equipment/ Materials and the Contractor's Equipment to the Site.
GCC.22.3.5	The contractor shall be responsible for supply of Mandatory Test Equipment for Fiber Optic Cable System after obtaining approval of the Purchaser and as specified in Price Schedule/technical specification
GCC.23.0	Contractor's Construction Management
GCC.23.1	Setting Out: The Contractor shall be responsible for the true and proper setting-out of the Works in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Purchaser.

	The Contractor shall set out the Works in relation to original points, lines and levels of reference given by the Purchaser in writing and provide all necessary instruments, appliances and labour for such purposes. If at any time during the execution of Works, any error appears in the positions, levels, dimensions or alignment of the Works, the Contractor shall rectify the error at his cost. The checking of any setting-out by the Purchaser shall not relieve the Contractor of his responsibility for the accuracy thereof.
GCC.23.2	Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Works, and the Contractor's representative(s) shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the Works
GCC.23.3	Labour:
GCC.23.3.1	The Contractor shall provide and employ on the Site in the installation of the Works such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills
GCC.23.3.2	Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
GCC.23.3.3	The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s), if required, from the appropriate authorities for the entry of all labour and personnel to be employed on the Site.
GCC.23.3.4	The Contractor shall at its own expense provide the means of repatriation to all of its and its Sub-contractor's personnel, employed on the Contract, at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.
GCC.23.3.5	The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Sub-contractors.
GCC.23.3.6	The Contractor shall, in all dealings with its labour and the labour of its Sub-contractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.
GCC.23.4	Contractor's Equipment:
GCC.23.4.1	The Contractor shall provide all erection Equipment haulage & power if necessary to complete the Works as per Time for completion, including transport at his own cost. The Contractor shall provide additional manpower as well as haulage and

	other erection equipment as necessary for maintaining the Time schedule of completion.
GCC.23.4.2	All Contractor's Equipment shall, when brought to the Site, be deemed to be exclusively intended for the execution of Contract. The Purchaser shall have lien on all such Equipment brought to Site for the purpose of erection, testing and commissioning of the Equipment/Materials.
GCC.23.4.3	The Contractor shall not remove from the Site any such Equipment, except when it is no longer required for the completion of the Works, or when the Purchaser has given his consent.
GCC.23.5	Purchaser's Equipment: The Contractor shall pay hire charges as may reasonably be levied for the Purchaser's equipment, if used, and also provide the transport, haulage, power etc. thereof at his own cost.
GCC.23.6	Site Regulations and Safety The Purchaser and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Purchaser, with a copy to the Project Manager, proposed Site regulations for the Purchaser's approval, for which approval shall not be unreasonably withheld. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Works, gate control, sanitation, medical care, and fire prevention.
GCC.23.7	Environment & Social Policy and Procedures (ESPP) of Purchaser: The Contractor shall make himself aware of the ESPP of the Purchaser which shall be available on the Purchaser's website and shall execute the scope of work under the Contract in compliance with the said provisions.
GCC.23.8	Watching and Lighting: The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Works, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.
GCC.23.9	Clearance of Site: The Contractor shall, from time to time during the progress of the Works clear away and remove all surplus/ rejected materials and debris from Site. On completion of the Works, the Contractor shall remove all Contractors' Equipment and leave the whole of the Site clean and in a workmanlike condition to the satisfaction of the Purchaser.
GCC.23.10	Communication: The Contractor may require the Purchaser to confirm in writing any decision or instruction of the Purchaser which is not in writing. The Contractor shall promptly notify the Purchaser of such requirement.

GCC.23.11	Authority of Access: No persons other than the employees of the Contractor or his authorised representative shall be allowed at the Site. Purchaser or his representative shall have access to the work sites at any time.
GCC.23.12	Emergency work
GCC.23.12.1	If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Works, the Contractor shall immediately carry out such work.
GCC.23.12.2	If the Contractor is unable or unwilling to do such work immediately, the Purchaser may do or cause such work to be done, as the Purchaser may determine it necessary in order to prevent damage to the Works. In such event the Purchaser shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the Purchaser is such that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Purchaser in connection therewith shall be paid by the Contractor to the Purchaser.
GCC.24.	Inspection & Testing:
GCC.24.1	Inspecting Agency The Purchaser may delegate inspection and testing to an outside agency in place of personnel of PURCHASER with due notice, not less than fifteen (15) days, to the Contractor. Any such outside agency shall be considered as a Project Manager
GCC.24.2	Inspection and Testing During Manufacture:
GCC.24.2.1	The Purchaser or his designated representative shall be entitled during manufacture to inspect, examine and test the materials and workmanship and check the progress of manufacture of all Equipment to be supplied under the Contract. This shall take place on the Contractor's premises during working hours.
GCC.24.2.2	No such inspection, examination or testing shall relieve the Contractor of his obligation under the Contract regarding quality of material and soundness of manufacture.
GCC.24.2.3	No inspection call will be valid before drawings are approved under 'A' category without comments
GCC.24.3	Dates for Inspection and Testing: After getting the related drawings approved under 'A' category, the Contractor shall give the Purchaser notice of inspection along with factory test results in writing of the date and the place at which any Equipment/Materials will be ready for testing as provided in the Contract. The Purchaser shall attend at the place so named within fifteen (15) days of the date which the Contractor has stated in his notice. The Purchaser shall give the Contractor notice, in writing, of his intention to attend the tests. The above notices shall be given at first by the quickest possible means and confirmed later in writing. The Contractor shall render all possible assistance in carrying out inspection in time

GCC.24.4	Facilities For Testing:
GCC.24.4.1	Where the Contract provides for tests on the premises of the Contractor or Sub-contractor, the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently without any extra charges. If the facilities are inadequate to carry out tests as per standard, the Contractor shall have to arrange suitable testing place having all such required facilities and the cost towards this will be on Contractor's account.
GCC.24.4.2	The Contractor shall also bear all charges towards travelling expenses of the Inspecting Team of the Purchaser or the authorized representatives of the Outside Inspecting Agency consisting of maximum two (2) persons for to and fro journey by Air from Purchaser's Head quarters, including boarding and lodging at the place of inspection and transit, if any, for the purpose of Inspection and testing.
GCC.24.4.3	The Contractor shall be responsible for proper execution of the quality plans. The Works beyond Purchaser's hold points will progress only with Purchaser's prior written consent. The Purchaser may also undertake quality surveillance and quality audit of the systems and procedures and quality control activities. Any change in the Quality Plans shall be made only with Purchaser's prior written approval.
GCC.24.4.4	The Contractor shall provide the Purchaser with the necessary facilities for carrying out quality audit and quality surveillance of the Contractor's and its Sub-Contractors' Quality Assurance System and manufacturing activities
GCC.24.5	Routine and Acceptance Tests: All routine tests and acceptance tests shall be carried out at manufacturer's works or test site of the Contractor/Sub-contractor/test laboratory as per stipulation of relevant Indian Standard and relevant IEC in presence of Project Manager. All tests shall be carried out on every lot offered for inspection as per relevant I.S. and IEC.
GCC.24.6	Type Test:
GCC.24.6.1	The successful bidder shall submit complete test reports of all tests (including type tests) as stipulated in the relevant I.S. and IEC and carried out in a Govt. recognized Test House or laboratory/NABL accredited laboratory on Equipment/Materials of identical design conforming to our Technical Specification, along with submission of drawing during detailed engineering stage
GCC.24.6.2	PURCHASER may also undertake Proto checking and quality approval of structural items (wherever applicable) before erection. Each type test report shall provide the following information with test results: <ul style="list-style-type: none"> a) Complete identification, date and Serial No. b) Method of application where applied, duration and interpretation of each test.
GCC.24.7	Repetition of Tests: If any of the type tests, routine or acceptance tests fails to pass, the Contractor shall arrange for repetition of the tests, after rectification or replacement, at his

	own cost and expenses. If, however, the tests fail for the 2 nd time, the related Sub-contractor shall be rejected immediately and the Contractor will be required to furnish the name of another Sub-contractor immediately either from the already approved list of Sub-contractor for that particular Equipment/Materials, or any new Sub-contractor along with submission of all relevant documents in support, towards approval of the new Sub-contractor as stated in this tender document.
GCC.24.8	Reports of Inspection and Tests: After the factory tests have been completed at the Contractor's or Sub-contractor's works, the Contractor shall submit three (3) copies of Test Reports for approval of Purchaser. The Purchaser in turn will approve the same. The Contractor shall provide the Purchaser with four (04) copies of Approved Reports of all inspection and tests.
GCC.24.9	If the Purchaser or his designated representatives fails to attend the test and/or inspection or if it is agreed between the parties that such persons shall not do so, then the Purchaser may advise the Contractor in writing to proceed with the test and/or inspection in the absence of such persons. The Contractor should provide the Purchaser with a certified report of the results thereof.
GCC.24.10	Covering Up:
GCC.24.10.1	The Contractor shall give the Purchaser full opportunity to examine, measure and test any work on Site which is about to be covered up or put out of view.
GCC.24.10.2	The Contractor shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing.
GCC.24.10.3	The Purchaser shall then notify the Contractor within fifteen (15) days that the Purchaser shall carry out the examination, measurement or testing. Unless it is notified specifically the Contractor may proceed with the work as per Programme submitted.
GCC.24.11	Uncovering Works: If so instructed by the Purchaser, the Contractor shall expose any parts of the Works. The Contractor shall reinstate and make good such parts to the Purchaser's satisfaction at the risk, cost and responsibility of the Contractor
GCC.25.	Tests on Completion:
GCC.25.1	Notice for Tests on Completion: The Contractor shall give to the Purchaser twenty one (21) days notice of the date after which he will be ready to conduct the Tests on Completion. Unless otherwise agreed upon, the Tests shall be carried out as per agreed schedule.
GCC.25.2	Delayed Tests: If the tests are being unduly delayed by the Contractor, the Purchaser may, by notice, require the Contractor to make the tests within twenty one (21) days after the receipt of such notice. If the Contractor fails to make the tests within twenty one (21) days of such notice, the Purchaser may himself proceed with the tests. All tests so made by the Purchaser shall be at the risk and cost of the Contractor and cost thereof shall be deducted from the Contract Price. The tests shall also be deemed to have been made in the presence of the Contractor and shall be accepted

	as accurate and no claim whatsoever in this respect of the Contractor shall be entertained.
GCC.25.3	Facilities for Tests on Completion: The Contractor, except where otherwise specified, shall arrange such labour, material, fuel, water, stores and testing apparatus as may be reasonably required to carry out such tests efficiently, without any extra charge
GCC.25.4	Re-testing: If the work or any portion thereof fails to pass the Tests, the Purchaser or the Contractor may require such tests to be repeated on the same terms and conditions. All costs of such retesting will be borne by the Contractor.
GCC.25.5	Consequences of Failure to Pass Tests on Completion: If the Works or any portion thereof fails to pass the tests or the repetition thereof under GCC.25, the Purchaser, after due consultation with the Contractor, shall be entitled to a) Order one further repetition of the Tests under the conditions of GCC.25, or b) Reject the Works or portion thereof in which event the Purchaser shall have the same remedies against the Contractor as are provided under GCC.26 , or c) Issue a Taking-Over Certificate, if the Purchaser so wishes, notwithstanding that the Works are not complete. The Contract Price shall then be reduced by such amount as may be agreed by the Purchaser and the Contractor or, failing agreement, as may be determined under GCC.6. As soon as the work or any portion thereof has passed the tests, the Purchaser shall issue a Completion certificate to the Contractor to that effect.
GCC.26	Rejection: Purchaser may not accord approval to test results if those results are not in conformity with Guaranteed Technical Particulars with given tolerable limits as per relevant standard or the results and procedure followed are found not in line with standard. The results may be rejected even if the Project Manager had witnessed the test. On approval of Test results only, Material Inspection Clearance Certificate will be issued by the Purchaser. Approval of Test results will not relieve the Contractor of its obligation as regards quality, standard and suitability of the Equipment/ Materials.
GCC.27.	Permission to Deliver:
GCC.27.1	The Contractor shall apply in writing to the Purchaser for permission to deliver any Equipment / Materials to the Site. No Equipment/ Materials shall be delivered to the Site without the Purchaser's written permission
GCC.27.2	The Contractor shall make arrangement for receipt of all Equipment/ Materials delivered to Site under the scope of Contract besides all other Equipment/Materials required for the purpose of execution. Upon arrival at Site, the Contractor shall give a notice to the Purchaser when and where materials has arrived and been stored.
GCC.28.	Completion of Works:
GCC.28.1	As soon as execution of the Works or any part for which a separate completion schedule is provided in the Contract has, in the opinion of the Contractor, been completed operationally and structurally and put in tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Works, the Contractor shall so notify the Purchaser in writing within seven (7) days of the date of completion.

GCC.28.2	(Not Applicable) - Within seven (7) days after receipt of the notice from the Contractor under GCC.28.1 , the Purchaser shall supply the operating and maintenance personnel and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters as specified in Appendix to the Contract Agreement, required for completion of Works or any part thereof. (Not Applicable)
GCC.28.3	If, for reasons not attributable to the Contractor, the Works cannot be completed in next six (6) months, the Purchaser at, its discretion, may take up the inspection of the portion of the Works already completed, the balance payment due to the Contractor can be released against Bank Guarantee of equivalent amount. The Bank Guarantee validity shall be initially for a period of twelve (12) months or until three (3) months after expected date of commissioning, whichever is earlier. If the completion and thereafter commissioning does not take place within the validity period of the Bank Guarantee, the validity shall be extended from time to time up to a period not exceeding three(3) years from the date from which the concerned work was held up on aforesaid account. The Contractor shall also be required to extend the validity of the Contract Performance Guarantee.
GCC.28.4	For 'Works' not involving Commissioning:
GCC.28.4.1	Within fifteen (15) days of intimation from the Contractor regarding completion of Works, the Project Manager shall cause to inspect the Works to verify the completion status, in presence of the Contractor's representative.
GCC.28.4.2	If the Works are found to be completed and acceptable in all respects (except for minor defects and deficiencies, if any), Completion Certificate/ Taking over Certificate (TOC) shall be issued by the Purchaser within thirty (30) days of Contractor's intimation. The Completion certificate shall generally contain the following details: (a) Date of completion; (b) Defects to be rectified; (c) Items not conforming to Specification but can be accepted at a reduced rate; (d) items not acceptable at all and need to be re-done
GCC.28.4.3	If, on inspection, Works are not found to be completed or rectification of major nature is required, the Purchaser shall, within twenty-one (21) days of Contractor's intimation, inform the incomplete works/ defects & deficiencies to the Contractor in writing advising him to take necessary action and to inform PURCHASER after completion/ rectification. The Purchaser shall give reasonable time to the Contractor for remedying the defects/ deficiencies. However, if the Contract specifies separate completion period for different parts of works for the purpose of taking over also, Completion certificate/ TOC shall be issued in respect of portion of works that are completed and are acceptable.
GCC.28.4.4	The provisions contained in GCC.28.4.1 to GCC.28.4.3 shall also be applicable in relation to a part of the Works for which separate schedule of completion has been provided in the Contract and such part of Works can be taken over independently
GCC.29.	Taking Over:
GCC.29.1	The Works shall be taken over by the Purchaser after completion, either in full or in part (where for part completion, separate completion schedule has been provided in the Contract), upon successful erection, testing and commissioning of Works at Site by the Contractor in accordance with provisions of Contract.
GCC.29.2	On successful completion of Works or any part thereof as provided in GCC.29.1 and upon request of the Contractor for taking over the Works and issuance of TOC, the Purchaser shall, within forty-five (45) days after the receipt of the Contractor's application, or within fifteen (15) days from the date of actual handing over of relevant Works, either issue the TOC or reject the application giving his reasons

	and specifying the work required to be done by the Contractor to enable the TOC to be issued
GCC.29.3	<p>TOC is issued to the Contractor on stating the date on which the Works or any part thereof were complete and ready for taking over, after ascertaining the following:</p> <ol style="list-style-type: none"> The Works under the Contract have been satisfactorily completed by the Contractor as per the provisions of Contract. Submission of required number of reproducible of approved as-built drawings (hard copies & soft copy in CDs), design documents duly authenticated by Purchaser, O&M manuals, data sheets, test reports, pamphlets and manuals of spares, maintenance and testing equipment by the Contractor The Contractor has cleared the Site of all the surplus materials, removed all scaffoldings, shuttering materials, labour huts/ sheds, cleaned the dirt from part of building, sanitary arrangement, water supply connection and all electrical gadgets/ equipments/ switches, wiring, any wood work or any such item, to the satisfaction of the Project Manager, except those required for carrying out rectification works. All the defects have been rectified to the complete satisfaction of the Project Manager
GCC.29.4	Issuance of such certificates shall not relieve the Contractor of any of his obligations which otherwise comes under the terms and conditions of the Contract.
GCC.29.5	Notwithstanding the above mentioned provisions, the issuance of TOC shall not be held up for delay in completion/ rectification of works of minor nature that do not affect the performance/ use of the building/installation/ equipment/sub-system/system at rated voltage. In such a case the Contractor shall however be required to give an undertaking that in case he fails to complete/rectify within a mutually agreed period, the Purchaser shall be at liberty to carry out the work at his risk and cost, and deduct an amount as may be considered appropriate by the Purchaser.
GCC.29.6	Issuance of TOC for any part of the Works is only for the purpose of facilitating the Contractor to receive the payment for part of the Works completed and for determination of liquidated damages in respect thereof and shall not relieve the Contractor of his responsibilities under the Contract towards other parts of the Works.
F	Guarantees and Liabilities
GCC.30.	Liquidated Damages:
GCC.30.1	If the Contractor fails to attain Completion of the Works or any part thereof within the Time for Completion or any extension thereof under GCC.42, PURCHASER shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty without prejudice to PURCHASER's other remedies under the Contract. For imposition of LD, the loss/ damages suffered by PURCHASER due to delays by the Contractor are the basic criteria. In respect of any part of the Works where TOC for such part has been issued separately and the aforesaid part of the Works was completed within the Time for Completion specified in the Contract, the liquidated damages for such part of the Works shall not be levied, provided other conditions for non imposition of liquidated damages as prescribed in the Contract are met.
GCC.30.2	In order to keep the Contract alive, provisional time extension will be granted to the Contractor so that delayed supplies/ services can be accepted by PURCHASER. A written communication in this regard shall be issued by the Project Manager to the

	Contractor. Such provisional time extension will be without prejudice to all the obligations of the Contractor under the Contract and further without prejudice to PURCHASER's right to levy LD and other rights under the Contract.
GCC.30.3	The recovery towards compensation should take place when loss/ damage have actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the Contractor but PURCHASER has not suffered any loss specifically due to delay in performance of the Contract, no sum as LD is recoverable from the Contractor . However, in such cases, a nominal LD as described in GCC.13.7.1 will be recovered
GCC.30.4	Delay in performance of the Contract may be attributed to one or more of the following, viz., and Purchaser, Contractor and Force Majeure conditions as per GCC.39
GCC.30.5	<p>The decision on LD will be taken considering detailed analysis indicating reasons & period of delay on each account. Based on the analysis, the period of delay due to Force Majeure as per GCC.30.5 and for reasons attributable to PURCHASER will be identified to find out the net delay, which is attributable to the Contractor. The approach to work out the net delay attributable to the Contractor is described below:</p> <ol style="list-style-type: none"> Total delay that has occurred in a Contract = A Cumulative period of delay on account of Force Majeure = B Cumulative period of delay on account of PURCHASER = C Concurrent cumulative period in (b) & (c) = X Cumulative period of delay on account of Force Majeure and PURCHASER = B+C-X Net period of delay attributable to the Contractor , Z = A-(B+C-X) <p>While calculating the period of delay, all delays, which are not found to be directly contributing in extension of completion period, will be ignored.</p>
GCC.30.6	In case the period Z, arrived at as per GCC.30.5, is not positive, the time extension, till the actual completion of the Works, shall be allowed without any LD. In case the period Z, arrived at is positive, action will be taken as described hereunder.
GCC.30.7	PURCHASER will examine the loss suffered on account of the delay Z
GCC.30.7.1	<p>If no loss has occurred, the time extension, till the actual completion of the Works shall be allowed but with a token LD to cover incidental expenses that PURCHASER may have incurred because of the delay but are not exactly quantifiable.</p> <p>To arrive at the amount of token LD, the ratio Z/T (herein after referred to as L), where T is the contractual completion period, shall be the basis:</p> <ol style="list-style-type: none"> If $L \geq 1$, the amount of token LD shall be 10% of the amount of LD as worked out for a period of delay Z, as per GCC.30.8 If $L < 1$, the amount of token LD shall be $L \times 10\%$ of the amount of LD as worked out for a period of delay Z, as per GCC.30.8
GCC.30.7.2	<p>In case, PURCHASER has suffered loss, the time extension, till the actual completion of the Works shall be allowed with imposition of LD as described below:</p> <ol style="list-style-type: none"> If the amount of loss/ damages suffered by PURCHASER is more than the full LD as applicable for a delay of period Z, as per GCC.30.8, the latter shall be the amount of LD to be levied If the amount of loss / damage suffered by PURCHASER is less than the LD as applicable for a delay of period Z, as per GCC.30.8, the sum of the amount of loss/damages and token LD, worked out in the manner explained above, shall

	be levied. However, the total amount arrived at in this manner shall not exceed the full LD amount applicable as per GCC.30.8 .
GCC.30.8	Calculation of Liquidated Damages: A sum equivalent to half percent (0.5%) of the Contract Price for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Work. The calculation of liquidated damages on the part of the Works shall be regulated as per GCC.30.1 . The total recovery against liquidated damage, however, shall not exceed five percent (5%) of the total Contract Price. Total Contract Price shall imply the Contract prices of all the schedules of Work taken together
GCC.30.9	PURCHASER may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the Contractor. The payment deduction of such damages does not relieve the Contractor from his obligation to complete the work or from any of his other obligations and liabilities under the Contract
GCC.30.10	Works will be deemed to have been delivered/ completed only when all component parts/ all items of Works are also delivered/ completed. If certain components/ items of Works are not delivered in time, the same will be considered as delayed until such time due missing/ incomplete parts/ items of works are delivered/ completed.
GCC.30.11	In addition to the above, LD for delay under one Contract shall also be applicable to the other Contract under the same divisible Contracts as per cross-fall breach clause i.e. in case of delay under erection Contract, LD will also be recoverable from the relevant supply Contract and vice-versa. All the LDs will run concurrently.
GCC.31.	Defects Liability:
GCC.31.1	The Contractor warrants that the Works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Equipment/Materials supplied and of the work executed.
GCC.31.2	The Defect Liability Period shall be as specified in the SCC . Where any part of the Works is taken over separately, the Defects Liability Period for that part shall commence on the date it was taken over.
GCC.31.3	If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Equipment/Materials supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Works caused by such defect.
GCC.31.4	The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Works arising out of or resulting from any of the following causes: a. improper operation or maintenance of the Works by the Purchaser b. operation of the Works outside Specifications provided in the Contract c. normal wear and tear
GCC.31.5	Contractor's obligations under this Clause GCC 31.1 shall not apply to: a. any materials that are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein b. any designs, Specifications or other data designed, supplied or specified by or on behalf of the Purchaser or any matters for which the Contractor has

	<p>disclaimed responsibility herein</p> <p>c. any other materials supplied or any other work executed by or on behalf of the Purchaser, except for the work executed by the Purchaser under GCC.31.9</p>
GCC.31.6	The Purchaser shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor to inspect any such defect.
GCC.31.7	The Purchaser shall afford the Contractor all necessary access to the Works and the Site to enable the Contractor to perform its obligations under this Clause GCC.31 . The Contractor may, with the consent of the Purchaser, remove from the Site any Equipment/Materials or any part of the Works that are defective, if the nature of the defect and/or any damage to the Works caused by the defect is such that repairs cannot be expeditiously carried out at the Site
GCC.31.8	<p>If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Works or any part thereof, the Purchaser may give to the Contractor a notice requiring that tests of the defective part of the Works shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.</p> <p>If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Works passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Purchaser and the Contractor for the original part of the Works.</p>
GCC.31.9	If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Works caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any money due to the Contractor or claimed under the Performance Securities.
GCC.31.10	<p>If the Works or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Works or such part, as the case may be, shall be extended by a period equal to the period during which the Works or such part cannot be used by the Purchaser because of any of the aforesaid reasons.</p> <p>At the end of the Defect Liability Period, the Contractor's liability ceases except for latent defects. The Contractor 's liability for latent defects warranty for the Equipment/Materials, including spares, shall be limited to a period of five (5) years from the end of Defect Liability Period of the respective Equipment/Materials, including spares. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period as defined in this Clause GCC.31 but later.</p>
GCC.31.11	Except as provided in Clauses GCC.31 and GCC.36 , the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Works or any part thereof, the Equipment/Materials, design or engineering or work executed that appear after Completion of the Works or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor
GCC.31.12	In addition, the Contractor shall also provide an extended warranty for any such component of the Works and for the period of time as may be specified in the SCC .

	Such obligation shall be in addition to the defect liability specified under GCC.31.2
GCC.31.13	Defects Liability Certificate and No-Claim Certificat: When the Defects Liability Period for the Works or any part thereof has expired and the Contractor has fulfilled all his obligations under the Contract for defects in the Works or the part, the Purchaser shall issue to the Contractor a Defects Liability Certificate to that effect within next twenty-eight (28) days. A No-Claim Certificate should be furnished by the Contractor for contract closure before the issuance of the final Defects Liability Certificate by the Purchaser. Such No-claim certificate shall be furnished by the Contractor as per Annexure of Section VII . The Contractor is expected to complete all formalities for closure of Contract including their final claims relating to the Contract. All claims will be deemed to be settled and no further claims of the Contractor will be entertained after the furnishing of the No-Claim Certificate by the Contractor.
GCC.32.	Limitations of Liability:
GCC.32.1	Liability after Expiry of Defects Liability Period a. The Contractor shall have no liability to the Purchaser for any loss of or damage to the Purchaser's physical property which occurs after the expiry of the Defects Liability Period unless caused by Gross Misconduct of the Contractor provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damage to the Purchaser. b. The aggregated liability of the Contractor to the Purchaser under the Contract shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the Contractor to the cost of repairing or replacing the defective Equipment/ Materials or to indemnify the Purchaser with respect to patent infringement
GCC.32.2	Mitigation of Loss or Damage: In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur
F	Risk Distribution
GCC.33.	Transfer of Ownership:
GCC.33.1	Ownership of the Equipment/Materials (including spare parts) procured from within/outside the country shall be transferred to the Purchaser when the Equipment/Materials (including spare parts) are loaded on to the mode of transport to be used to convey the Equipment/Materials (including spare parts) from the works to the Site and upon endorsement of the dispatch documents in favour of the Purchaser.
GCC.33.2	Ownership of the Contractor's Equipment used by the Contractor and its Sub-Contractors in connection with the Contract shall remain with the Contractor or its Sub-contractors.
GCC.33.3	Ownership of any Equipment/Materials in excess of the requirements for the Works shall revert to the Contractor upon Completion of the Works or at such earlier time when the Purchaser and the Contractor agree that the Equipment/Materials in question are no longer required for the Works, provided quantity of any Equipment/Materials specifically stipulated in the Contract shall be the property of the Purchaser whether or not incorporated in the Works.
GCC.33.4	Notwithstanding the transfer of ownership of the Equipment/Materials, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC.35 hereof until

	Completion of the Works or the part thereof in which such Equipment/Materials are incorporated.
GCC.33.5	In case of two/three Contracts entered into between the Purchaser and the Contractor as per GCC.4.5 or where the Purchaser hands over his equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the Equipment through Bill of Lading or other dispatch documents, execute an Indemnity Bond in favour of the Purchaser for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. The Indemnity Bond shall be furnished as per proforma enclosed in Annexure of Section VII . The Purchaser shall also issue a separate Authorization Letter to the Contractor to enable him to take physical delivery of Equipment/Materials from the Purchaser as per proforma enclosed in Annexure of Section VII.
GCC.34.	Risk and Responsibility:
GCC.34.1	Allocation of Risk and Responsibility The Risks of loss of damage to physical property and of death and personal injury which arise in consequence of the performance of the Contract shall be allocated between the Purchaser and the Contractor as follows a. the Purchaser: the Purchaser's Risks as specified in GCC. 34.2 b. the Contractor :the Contractor's Risks as specified in GCC. 34.3
GCC.34.2	Purchaser's Risks: a. War and hostilities (whether war be declared or not), invasion, act of foreign enemies, b. revolution, insurrection, military or usurped power or civil war, c. use or occupation of the Works or any part thereof by the Purchaser, d. the use or occupation of the Site or any part thereof, for the purposes of the Contract, or interference, whether temporary or permanent with any right-of-way, any easement, way leave or right of a similar nature which is inevitable result of the construction of the Works in accordance with the Contract. e. the right of the Purchaser to construct the Works or any part thereof on, over, under, in or through any land, f. damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract, g. the act, neglect or commission or breach of Contract or of statutory duty of the Purchaser
GCC.34.3	Contractor's Risks: The Contractor's Risks are all risks other than those identified as the Purchaser's Risks
GCC.35.	Care of Works:
GCC.35.1	Contractor's Responsibility for the care of Works: The Contractor shall be responsible for the care of Works from the Commencement Date until the Risk Transfer Date applicable thereto under GCC. 35.2
GCC.35.2	Risk Transfer Date: The Risk Transfer Date in relation to the Works is the date of occurrence of any of the following a. the date of issue of the TOC, or b. the date of expiry of the notice of termination when the Contract is terminated by the Purchaser or the Contractor in accordance with these Conditions

	The risk of loss or damage to the Works shall pass from the Contractor to the Purchaser on the Risk Transfer date applicable thereto.
GCC.35.3	Making Good Damage:
GCC.35.3.1	<p>Before risk transfer date:</p> <p>a. to the extent caused by any one of the Contractor's risks, be made good forthwith by the Contractor at his own cost, and</p> <p>b. to the extent caused by any of the Purchaser's risks, be made good by the Contractor at Purchaser's expense if so required by the Purchaser within 30 days after the occurrence of the loss or damage. The price for making good such loss and damage shall be in all circumstances reasonable and shall be agreed by the Purchaser and the Contractor or in absence of agreement, shall be resolved under GCC. 6</p>
<u>GCC.35.3.2</u>	<p>After risk transfer date:</p> <p>To making good forthwith loss or damage caused by the Contractor prior to the completion of the Defects Liability period</p>
GCC.35.4	Till such time the system is not commissioned at specified voltage or taken over by PURCHASER, its custody and watch and ward shall remain with Contractor who shall accordingly be required to maintain a skeleton establishment at Site. In such situation, charges towards insurance cover for both Contractor as well as Purchaser supplied Equipment /Material for the period that would lapse between three (3) months after the readiness for Commissioning and the actual date of Commissioning/ taking over, shall be reimbursed to the Contractor, based on his request, against documentary evidence
GCC.36.	Damage to property and injury to persons, accident or injury to workers
GCC.36.1	<p>Contractor's liability:</p> <p>Except as provided under GCC. 39 the Contractor shall be liable for and shall indemnify the Purchaser against all losses, expenses and claims in respect of any loss of or damage to physical property (other than Works), death or personal injury to the extent caused by :</p> <p>a. defective design, material or workmanship of the Contractor, or</p> <p>b. negligence or breach of statutory duty of the Contractor, his Sub-contractors or their respective employees and agents</p>
GCC.36.2	<p>Purchaser's liability:</p> <p>The Purchaser shall be liable for and shall indemnify the Contractor against all losses, expenses or claims in respect of loss of or damage to any physical property (other than Works) to the extent caused by those of the Purchaser's Risks listed in GCC. 34.2but not otherwise.</p>
GCC.36.3	<p>Accidents:</p> <p>The Contractor shall be liable for and shall indemnify the Purchaser against all losses, expenses or claim arising in connection with the death of or injury to any person employed by the Contractor or his Sub-contractors for the purposes of the Works.</p>
GCC.37.	Insurance:
GCC.37.1	The Contractor at his own cost shall arrange, secure and maintain all insurances as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Purchaser against all perils detailed herein in the type and up to the limit of such insurance as defined herein together with the underwriter in each

	<p>case shall be acceptable to the Purchaser. The identity of insurers and the form of policies shall be subject to the approval of Purchaser which shall not be unreasonably withheld. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract including the extended period of Contract shall be of Contractor alone.</p> <p>The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the names of the Purchaser, lender and the Contractor, wherein the beneficiary will be the Purchaser and the lender, and the Contractor will be the custodian. The Contractor shall, however, be authorised to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.</p>
GCC.37.2	The proceeds of insurance shall be reimbursed to the Contractor after the replacement of the damaged/ lost/ short supplied items/ work are made good to the satisfaction of the Purchaser.
GCC.37.3	Any loss or damage to the Equipment/ Materials during transportation, handling, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the Equipment/ Materials, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Purchaser with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Contractor shall also inform the Purchaser in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revitalization, renewal etc. as may be necessary well in time at his cost, risk and responsibility.
GCC.37.4	The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, terrorist attacks, war risks etc. The scope of such insurance shall be adequate to cover the replacement/ reinstatement cost of the Equipment/Materials for all risks up to and including delivery of goods on ex-works basis and shall also cover transportation and other costs till the Equipment/ Materials are delivered, erected and installed. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all Equipment/Materials and to ensure their availability as per project requirements at its cost.
GCC.37.5	The Contractor shall ensure that for all activities to be performed under the Contract viz. transportation, storage, erection, testing, commissioning etc. till the Works are handed over to the Purchaser; the insurance cover shall only be taken from Indian Insurance Companies.
GCC.38.	<p>Change in laws and regulations:</p> <p>If, after the date seven (7) days prior to the last date of bid submission, in the country where the Site is located, any law, regulation, ordinance, order or bye-law</p>

	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. However, these adjustments would be restricted to direct transactions between the Purchaser and the Contractor and shall also not be applicable on the bought out items despatched directly by Sub-contractor(s) 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, in accordance with Appendix to the Contract Agreement.
GCC.39.	Force Majeure:
GCC.39.1	Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays the Purchaser or the Contractor in the performance of their obligation under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices. <ul style="list-style-type: none"> a. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or b. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo; c. any event or circumstance of a nature analogous to any of the above
GCC.39.2	Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not <ul style="list-style-type: none"> a. constitute a default or breach of the Contract b. subject to GCC. 40.2, give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure
GCC.39.3	The Contractor or Purchaser shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred above
GCC.39.4	If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fifteen (15) days after the occurrence of such event.
GCC.39.5	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC. 42
GCC.39.6	The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to

	either party's right to proceed as per the provisions under GCC. 39.7 .
GCC.39.7	If the performance of the Contract is substantially prevented, hindered or delayed on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC. 6 .
GCC.40.	War risks
GCC.40.1	War risks shall mean any of the following events occurring or existing in or near India: a. war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and c. any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war
GCC.40.2	Notwithstanding anything contained in the Contract, each party to the Contract shall bear its own costs for any loss or damages as may be incurred on accounts of war risks with respect to: a) destruction of or damage to Works or any part thereof to the extent not taken over by the Purchaser shall be the Contractor's risk and for those taken over by the Purchaser, it shall be the Purchaser's risk. b) injury or loss of life of its personnel
H.	Change in Contract elements
GCC.41	Variations:
GCC.41.1	Changes originating from Purchaser The Purchaser may, by variation order to the Contractor, at any time before the Works are taken over, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works. The Contractor shall not vary or alter any of the Works, except in accordance with a variation order from the Purchaser. The Contractor may, however, at any time propose variations of the Works to the Purchaser. The Contractor shall not request for extension of time for completion in case of variation of quantity during execution for an increase as specified in SCC.
GCC.41.2	Variation order procedure: Prior to any variation order under GCC. 41.1 the Purchaser shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Purchaser: a. A description of Works, if any, to be performed, its anticipated quantity, the proposed rate in case of a new item and total adjustment to the Contract Price. In case of items for which the rates are available in the Contract the extra quantities shall be executed by the Contractor at the same rates upto the variation limit provided in the Contract. b. The Contractor's proposals for any necessary modifications to the Program according to GCC. 20 or to any of the Contractor's obligations under the Contract.
GCC.41.3	Following the receipt of the Contractor's submission, the Purchaser shall, after due consultation with the Contractor, decide whether or not the variation shall be carried out.

GCC.41.3.1	If the Purchaser decides that the variation shall be carried out, he shall issue a variation order clearly identified as such in accordance with the Contractor's submission or as modified by mutual agreement.
GCC.41.3.2	Pending issue of variation order, the Purchaser may require the Contractor to proceed ahead with the Works to avoid delay in the progress of Works. In such situations, subject to physical verification, payment shall be made up to sixty percent (60%) of rates as provided in the Contract, for items for which separate rates are available beyond prescribed limit of quantity variation as per the Contract.
GCC.41.3.3	In case of new items/ substituted items, up to forty (40%) of amount estimated by the Purchaser shall be paid to the Contractor subject to reasonableness of the claim. If the Purchaser and the Contractor are unable to agree to the adjustment of the Contract Price, the provisions of GCC. 41.4 shall apply.
GCC.41.4	Disagreement on adjustment of the Contract Price:
GCC.41.4.1	If the Contractor and the Purchaser are unable to agree on the adjustment of the Contract price, the adjustment shall be determined in accordance with the rates specified in the Price Schedules, subject to ceiling in Contract Price variation as specified in SCC.
GCC.41.4.2	If the rates contained in the Price Schedules are not directly applicable to the specific Works in question, suitable rates shall be established by the Purchaser reflecting the level of pricing in the Price Schedules.
GCC.41.4.3	Where rates are not contained in the said Price Schedule, for the sake of reaching a reasonable rate in respect of any sort of erection work, the number of skilled, semi-skilled and unskilled labour and minimum wage rate declared by the Govt. of West Bengal and/or the rates specified on the latest PWD/CPWD Schedule, overhead, profit and consumables shall be the basis for determination of reasonable rate.
GCC.41.4.4	For any supply item, reasonable rates shall be reached based on current purchase rate of identical equipment purchased by PURCHASER. The Contractor shall also be entitled to be paid: <ul style="list-style-type: none"> a. the cost of any partial execution of the Works rendered useless by any such variation, and b. The cost of making necessary alterations to Equipment already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation. The Purchaser shall on this basis determine the rates or prices to enable on account payment to be included in certificates of payment.
GCC.41.5.	Contractor to Proceed: On receipt of a variation order, the Contractor shall forthwith proceed to carry out the variation and be bound to these conditions in so doing as if such variation was stated in the Contract. The Works shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under GCC. 41.4 .
GCC.41.6.	Records of costs: In any case where the Contractor is instructed to proceed with a variation prior to the determination of the adjustment to the Contract Price, keeping in mind that the adjustment of Contract Price due to this variation shall be guided by GCC. 41.4 the Contractor shall keep the necessary records of the cost of undertaking the variation and of time expended thereon. Such records shall be open to inspection/ verification by the Purchaser at all reasonable times.
GCC.41.7.	Quantity variation: PURCHASER, during execution of the Contract, reserves the right to increase or

	decrease the quantity of goods and services for the items included in the Contract with variation of the total Contract Price as specified in SCC but without any change in unit price or other terms and conditions. The quantity of the individual items of goods and services may however vary up to any extent within the overall ceiling limit of the Contract Price.
GCC.42.	Extension of Time for Completion:
GCC.42.1	Delivery and installation of Equipment/Materials as per requirement of work Program shall be made by the Contractor in accordance with Time Schedule pursuant to the SCC or within such extended time to which the Contractor shall be entitled under GCC. 42.2..
GCC.42.2	Reasons for Extension of Time for Completion: The Contractor may seek an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following reasons: <ul style="list-style-type: none"> a. extra or additional work ordered in writing under GCC. 41. b. the delay in completion of Works caused for no fault on the part of the Contractor due to orders/instructions issued by the Purchaser c. Force Majeure as per GCC. 39. d. any default or breach of the Contract by the Purchaser, specifically including failure to supply the items listed in Appendix to the Contract Agreement, or any activity, act or omission of any other Contractors employed by the Purchaser e. any changes in laws and regulations as provided in GCC. 38. f. any other matter specifically mentioned in the Contract
GCC.42.3	The Contractor shall give notice to the Purchaser of his intention to make a claim for an extension of time within fifteen (15) days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details.
GCC.42.4	The Contractor shall demonstrate to the Purchaser's satisfaction that it has used its best endeavour to avoid or overcome such causes for delay and the parties will mutually agree upon remedies to mitigate or overcome causes for such delays.
GCC.42.5	Notwithstanding the provisions of clause GCC. 42.4. the Contractor shall not be entitled to an extension of time for completion, unless the Contractor, at the time when circumstances specified in GCC. 42.2 arises, has immediately notified the Purchaser in writing that it may claim such extension as caused by such circumstances. The Purchaser on receipt of such notice may agree to extend the Contract completion period as may be reasonable and mutually agreed but without prejudice to other terms and conditions of the Contract.
GCC.42.6	Earlier Completion: The Purchaser may require completion of the Works or part thereof earlier than the Time for Completion, as mutually agreed between the Purchaser and the Contractor. The earlier completion date so agreed, if not achieved, shall not be considered for the purpose of levy of Liquidated damages.
GCC.43.0	Termination:
GCC.43.1	Termination for Purchaser's Convenience:
GCC.43.1.1	The Purchaser may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this sub-clause. GCC. 43.1.
GCC.43.1.2	Upon receipt of the notice of termination under GCC. 43.1.1 , the Contractor shall either immediately or upon the date specified in the notice of termination <ul style="list-style-type: none"> a. cease all further work, except for such work as the Purchaser may specify in

	<p>the notice of termination for the sole purpose of protecting that part of the Works already completed, or any work required to leave the Site in a clean and safe condition</p> <ul style="list-style-type: none"> b. terminate all subcontracts, except those to be assigned to the Purchaser pursuant to paragraph (d)(ii) of sub-clause GCC. 43.2. c. remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Sub-contractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition d. In addition, the Contractor, subject to the payment specified in GCC. 43.3, shall <ul style="list-style-type: none"> i. deliver to the Purchaser the parts of the Works executed by the Contractor up to the date of termination ii. to the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Works as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its Sub-contractors iii. deliver to the Purchaser all non-proprietary drawings, Specifications and other documents prepared by the Contractor or its Sub-contractors as at the date of termination in connection with the Works
GCC.43.1.3	<p>In the event of termination of the Contract under GCC. 43.1.1, the Purchaser shall pay to the Contractor the following amounts:</p> <ul style="list-style-type: none"> a. the Contract Price, properly attributable to the parts of the Works executed by the Contractor as of the date of termination b. the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Sub-contractors' personnel c. any amounts to be paid by the Contractor to its Sub-contractors in connection with the termination of any sub-contracts, including any cancellation charges d. costs incurred by the Contractor in protecting the Works and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC. 43.1.2 e. the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above
GCC.43.2.	Termination for Contractor's default:
GCC.43.2.1	<p>The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this GCC. 43.:</p> <ul style="list-style-type: none"> a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt b. if the Contractor assigns or transfers the Contract or any right or interest therein in violation of GCC. 44 if the Contractor, in the judgment of the

	<p>Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract</p> <p>For the purpose of this Clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in Contract execution.</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a process or the execution of a Contract to the detriment of the Purchaser and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.</p>
GCC.43.2.2	<p>If the Contractor:</p> <ol style="list-style-type: none"> a. has abandoned or repudiated the Contract b. has without valid reason failed to commence Works promptly c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause d. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Works in the manner specified in the Program furnished under GCC.20 (at rates of progress that give reasonable assurance to the Purchaser that the Contractor can attain Completion of the Works by the Time for Completion as extended. <p>Then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fifteen (15) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this clause GCC. 43.2 .</p>
GCC.43.2.3	<p>Upon receipt of the notice of termination under GCC.43.1 or GCC.43.2 the Contractor shall, either immediately or upon such date as is specified in the notice of termination</p> <ol style="list-style-type: none"> a. cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition b. terminate all subcontracts, except those to be assigned to the Purchaser pursuant to paragraph (d) of GCC.43.2.3 c. deliver to the Purchaser the parts of the Works executed by the Contractor up to the date of termination d. to the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Works and to the Equipment/Materials as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its Sub-contractors e. deliver to the Purchaser all drawings, Specifications and other documents prepared by the Contractor or its Sub-contractors as at the date of termination in connection with the Works
GCC.43.2.4	<p>The Purchaser may enter upon the Site, expel the Contractor, and complete the Works itself or by employing any third party. The Purchaser may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of</p>

	the Purchaser and with an indemnification by the Purchaser for all liability including damage or injury to persons arising out of the Purchaser's use of such Equipment/ Materials, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Works for such reasonable period as the Purchaser considers expedient for the supply and installation of the Works.
GCC.43.2.5	Upon completion of the Works or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.
GCC.43.2.6	Subject to GCC.43.2.7 the Contractor shall be entitled to be paid the Contract Price attributable to the Works executed as at the date of termination, the value of any unused or partially used Equipment/Materials on the Site, and the costs, if any, incurred in protecting the Works and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC.43.2.3 Any sums due to the Purchaser from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.
GCC.43.2.7	<p>If the Purchaser completes the Works, the cost of completing the Works by the Purchaser shall be determined.</p> <p>If the sum that the Contractor is entitled to be paid, pursuant to GCC.43.2.6 , plus the reasonable costs incurred by the Purchaser in completing the Works, exceeds the Contract Price, the Contractor shall be liable for such excess.</p> <p>If such excess is greater than the sums due to the Contractor under GCC.43.2.6 , the Contractor shall pay the balance to the Purchaser, and if such excess is less than the sums due to the Contractor under GCC.43.2.6, the Purchaser shall pay the balance to the Contractor.</p> <p>The Purchaser and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p>
GCC.43.2.8	No account shall be taken of any increased cost which results from the Contractor's default or negligence.
GCC.43.3.	In this clause GCC.43 , the expression "Works executed" shall include all work executed, Installation Services provided, any and Equipment/ Material acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Works, up to and including the date of termination.
GCC.43.4	In this clause GCC.43 , in calculating any money due from the Purchaser to the Contractor, account shall be taken of any sum previously paid by the Purchaser to the Contractor under the Contract, including any advance payment paid pursuant to Appendix to the Contract Agreement.
GCC.44.	Right of Way:
GCC.44.1	Any right of way that may be required for execution of work shall have to be arranged by the Contractor. Obtaining statutory clearances from concerned departments and persuasion with the landowners to resolve Right of Way issues are the responsibility of the Contractor. PURCHASER will provide necessary assistance in obtaining aforesaid clearances from Government authorities, if required.
GCC.44.2	For obtaining clearance for Road, Railway, Power line crossings, PTCC clearance etc. the Contractor shall be responsible for preparation and submission of requisite proposals following the standard norms of the appropriate authorities at appropriate

	time and follow up with the concerned department till approval for execution within the scheduled time. However, the requisite charges to be paid to the Government departments will be paid directly by PURCHASER at actual.
GCC.44.3	Identification and demarcation of defense, airport areas, forest land etc., and plotting, preparation of proposals with necessary drawings/schedules is the responsibility of the Contractor. Submission of such proposals to the State Govt./Central Govt. departments shall be routed through the Controlling Officer.
GCC.44.4	Access roads to the work site shall be arranged by the contractor at his cost. All necessary compensation in this respect shall be borne by the Contractor.
GCC.44.5	Cost of Right of Way compensation for land, structure, hutment, trees, crops etc. (except Government forest) as required for arranging corridor and execution of the line shall be paid by the Contractor. The felling of the trees in the forest shall be done by the Contractor at his cost. However, the necessary charges i.r.o forest clearance will be paid by PURCHASER to the concerned authorities. Cost of making good of road, footpath etc will have to be borne by the bidder. Successful bidder will prepare necessary documents and liaison work for obtaining the clearances. Other ROW cost/clearances shall be borne/ obtained by the bidder.
GCC.44.6	Cost of Right of Way for execution of the line as stated above shall be assessed by the contractor before quoting price. Such costs shall be loaded in the item of works covered in the Erection Price Schedule only.
GCC.44.7	The Contractor shall be responsible for compliance of all contractual liabilities which includes financial, legal and administrative issues as required in solving Right of Way during execution of the lines.
GCC.45.0	Assignment: The Contractor shall not, without the express prior written consent of the Purchaser assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section –IV

Special Condition of Contract

The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

Name of the Work:	“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X5 kWp Standalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatan and Dayapur P.C. Sen High School under Gosaba Block in the District of South-24 Parganas
NIeT No:	WBREDA/NIeT-03/2018-19 dated:11/06/2018

SCC Item No	GCC clause Ref if any	Data
1		<p>Brief Scope of the specific work: The work is to be executed on turkey basis. The Purchaser will not supply any material departmentally. The scope of work will include but not limited to the followings:</p> <ul style="list-style-type: none"> (a) Design of the system (b) Obtaining technical approval and necessary inspection from the Purchaser (c) Procurement and transportation to site in properly packed condition of all equipment, materials and miscellaneous item required to complete the project (d) Receiving, unloading and transportation at site (e) Safe storage (f) Final check-up of equipment, installation, testing and commissioning of power plant and putting the system into successful functional operation (g) Providing of training material to the end users during onsite training for end users. (h) Handing over of power plant (i) Providing of routine and break down maintenance of solar PV power plants during comprehensive maintenance period. (j) Fulfilment of guarantee obligation as may arise <p>The Complete work shall be done as per direction of Engineer-in-Charge.</p> <p>In addition to facilitate the installation work following work may have to take up be the contractor as per site condition. The activities, however,</p>

		<p>deemed to be included in the scoped of work.</p> <p>i. Tit bit repairing work mainly plastering, white washing, painting, mending good damages and other related miscellaneous work etc.</p> <p>ii. Removing of rubbishes and staking the serviceable materials at suitable within a lead of around 75m and lift around of 15 m from the installation site place as directed.</p> <p>Cleaning of site identified for installation of different components of the power plants as may be required</p>
A. Contract Interpretation		
2	GCC. 1.0. (vii)	Project Manager: Project Manager will be the Controlling Officer. The Chief Engineer, WBREDA will act as Controlling Officer of the work. Chief Engineer will nominate a Divisional Engineer to perform as Supervising Officer of the work.
3	GCC.3.1	Address of the Purchaser shall be as per NIEt.
4	GCC.6.1.3	Adjudicator: The name of Adjudicator will be intimated later if necessary in case of dispute. [The Adjudicator shall be appointed by Director, WBREDA as may be agreed between both the parties]
5	GCC.6.2.4	In case two (2) arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by <i>President, Institution of Engineers</i> in case of an Indian Contractor
6	GCC.6.2.7	The arbitration proceedings shall be conducted in accordance with <i>Indian Arbitration and Conciliation Act 1996</i> . In case the Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Purchaser and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India. The Place for Arbitration shall be : <i>Kolkata, India</i>
B. Subject matter of contract		
7	GCC 10.0 and its sub clause	Obligation of the purchaser – Not Applicable
C. Payment		
8.0	GCC.12	Terms and Procedures of Payment :
8.1		The Purchaser shall pay the Contractor in the following manner and at the following times, on the basis of the price break down given in the Price Schedules. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.
8.2		All payments made during contract execution shall be on account payment only. The final payment will be made on completion of all

		Works and compliance of all terms and conditions under the Contract.
8.3		<p>Method of Application: Applications by the Contractor for payment shall be made to the Purchaser as per Annexure Section VII as follows:</p> <ol style="list-style-type: none"> a. in respect of the progress of Works accompanied by such evidence of the value of the work done b. in respect of material shipped and enroute to the Site identifying the material concerned and accompanied by such evidence as specified, of shipment and of payment of freight and insurance <p>Any other application for payment shall state the amounts claimed and the detailed particulars in respect of which the application is made.</p>
8.4		<p>Issue of Certificate of Payment: After receiving an application for payment from the Contractor, the Purchaser shall issue a certificate of payment to the Contractor showing the amount due. A certificate of payment, other than the Final Certificate of Payment, shall not be withheld on account of</p> <ol style="list-style-type: none"> a. Defects of a minor character which are not such as to affect the use of the Works, or b. Any part of the payment applied for being disputed. In such case a certificate of payment for the undisputed amount shall be issued.
8.5		<p>Corrections to Certificates of Payment: The Purchaser may in any certificate of payment make any correction or modification that should properly be made in respect of any previous certificate.</p>
8.6		<p>Payment: Within forty-five (45) days after receiving an application for payment, duly complete in all respects, the Purchaser shall pay the amount certified after issue of each certificate of payment to the Contractor at his principal place of business.</p>
8.7		<p>Payment by Measurement: For any part of the Works which is to be paid, according to quantity supplied or work done, the quantity/ measurement shall be stated and the payment will be made as per the Payment Schedule</p>
8.8		<p>Application for Final Certificate of Payment: The Contractor shall make application to the Purchaser for the Final Certificate of Payment within thirty (30) days after issue of Taking-Over Certificate by the Purchaser for entire Works within the scope of Contract.</p> <p>The application for the Final Certificate of Payment shall be accompanied by a final account prepared by the Contractor & reconciled with the Purchaser. The final account shall give full details of the value of all Equipment/ Materials supplied and work done under the Contract together with:</p> <ol style="list-style-type: none"> a. such additions to or deductions from the Contract price as have been agreed, and b. all claims for additional payment to which the Contractor is entitled as per variation orders
8.9		<p>Issue of Final Certificate of Payment: The Purchaser shall issue to the Contractor, the Final Certificate of</p>

		<p>Payment after receiving an application.</p> <p>If the Contractor has not applied for Final Certificate of Payment within the time specified, the Purchaser shall request the Contractor to do so within a further period of thirty (30) days. If the Contractor fails to make such an application, the Purchaser shall issue the Final Certificate of Payment for such amount as he deems correct.</p>						
8.10		<p>Final Certificate of Payment Conclusive: A Final Certificate of Payment shall be conclusive evidence of the value of the Works, that the Works are in accordance with the Contract and that the Contractor has performed all his obligations under the Contract except the obligations arising during the Defects Liability Period. Payment of the amount certified in the Final Certificate of Payment shall be conclusive evidence that the Purchaser has performed all his obligations under the Contract.</p>						
8.11		<p>Mode of Payment: All payments due under this Contract shall be made direct to the Contractor and the currency shall be Indian Rupee. All payments shall be made in accordance with the relevant instructions issued and permitted by WBREDA. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Works or any part(s) thereof.</p>						
8.12		<p>Paying Authority: The paying authority for this Contract shall be as stated <u>in the SCC SL No. 9</u>. All bills along with necessary documents are to be submitted by you to the controlling officer of this work for necessary scrutiny, verification and certification for release of payment. Bills duly certified by the controlling officer will be forwarded to the paying authority for necessary action towards release of payment</p>						
8.13		TERMS OF PAYMENT:						
8.13.1		<p>Payment Schedule: Payment schedule proposed to be as follows:</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Work Head</th> <th>Pattern of release of payment</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td> After delivery of the materials for each site: a. PV Modules b. Module Mounting structure c. PV Array Junction Box d. PV Array Isolating Switch e. Battery Bank with rack f. PCU g. Battery Isolating Switch h. AC Distribution Board i. Earth Electrode j. Fire Extinguisher </td> <td>70% payment on delivered item</td> </tr> </tbody> </table>	Sl. No	Work Head	Pattern of release of payment	(i)	After delivery of the materials for each site: a. PV Modules b. Module Mounting structure c. PV Array Junction Box d. PV Array Isolating Switch e. Battery Bank with rack f. PCU g. Battery Isolating Switch h. AC Distribution Board i. Earth Electrode j. Fire Extinguisher	70% payment on delivered item
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			k. Fire Buckets and Holding stands	
		(ii)	After installation, testing performance testing, users' training and observing the performance of the system for thirty days from the date commissioning and handing over of Power Plant.	20% of the contract price
		(iii)	Performance of providing of Comprehensive Maintenance support for five years (i.e during defect liability Period) for each site.	10% of the contract price will be released on yearly basis in five equal installments (2% per year) subject to satisfactory performance as per SCC. SI No 21.0 and its sub clause on submission of maintenance report on regular basis.
		(iv)	Performance Bank Guarantee: 10%	The BG against Performance Guarantee will be released after satisfactory completion of the Defect liability period guided by this tender.
		<p>The materials shall be delivered at site according to the Bill of Materials mentioned in the BOQ WBREDA shall arrange joint inspection and measurement of work after intimation by the contractor. The contractor shall submit Invoice in triplicate for releasing the payments based on the Joint Measurement Certificate</p>		
8.13.2		<p>Lots /L.S Basis payment: In case of items where price are quoted on Lots/ L.S. basis payment will be made as per agreed billing schedule finalized with the successful Bidder. The breakup of this Lot price should be in conformity with volume of work/ supply involved.</p>		
8.13.3		<p>All progressive payments on account of supply shall be made on submission of claim / production of three (3) copies of bills and other documents. The bills shall not be placed more than once in a month.</p>		
9		<p>Paying Officer: Drawing and Disbursing officer of WBREDA is the Paying Authority of the work.</p>		
10	GCC.13.1	<p>Advance Payment Security: Not Applicable</p>		
11	GCC.14	<p>Taxes and Duties: Form 'C' shall not be provided to the contractor. Way bill: The contractor will arrange the waybill. However to obtain the Way Bill if any assistance is required WBREDA shall provide the same as found to be suitable.</p>		
E. Work Execution				
12	GCC.18.5	<p>Site Engineer of the work: To be nominated by the Controlling Officer/ Project Manager during execution of the work.</p>		

13	GCC 20.2 and its Sub Clause	The Contractor shall submit Programme schedule of different major activities in completing the project within the stipulated time.																												
14	GCC.20.3	The Contractor shall submit a progress report to the Controlling Officer (s) fortnightly.																												
15	GCC.20.4	Time for Completion of the total Works shall be 90 (Ninety) days from the date of LOA.																												
16.0	GCC 24.0	Inspection and Testing:																												
16.1		<p>a) Required Inspection charges at the Factory are under scope of Contractor.</p> <p>b) Inspection & Testing may be done at Manufacturer local testing facilities / at the works of the contractor in India as desired by the contractor. In such case the contractor shall provide full set up for inspection and routine test of the item.</p>																												
16.2		<p>Test report to be submitted along with inspection call:</p> <table border="1"> <thead> <tr> <th>Sl No</th> <th>Item Description</th> <th>Test Report to be submitted</th> </tr> </thead> <tbody> <tr> <td>01.</td> <td>PV Modules</td> <td>Test result of the all the PV Modules to be submitted in XLs format and IV Curve of the individual PV Modules shall be submitted in two CDs</td> </tr> <tr> <td>02.</td> <td>Stationary Electrolyte Cell</td> <td>Routine Test result as per IS.</td> </tr> <tr> <td>03.</td> <td>Power Conditioning Unit</td> <td>Factory test report Routine test report of all PCUs</td> </tr> <tr> <td>06.</td> <td>Energy meter</td> <td>Factory Test Report</td> </tr> <tr> <td>07.</td> <td>Cables</td> <td>Type Test Report</td> </tr> </tbody> </table>	Sl No	Item Description	Test Report to be submitted	01.	PV Modules	Test result of the all the PV Modules to be submitted in XLs format and IV Curve of the individual PV Modules shall be submitted in two CDs	02.	Stationary Electrolyte Cell	Routine Test result as per IS.	03.	Power Conditioning Unit	Factory test report Routine test report of all PCUs	06.	Energy meter	Factory Test Report	07.	Cables	Type Test Report										
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SI No	Type of Test	% Quantity Inspection
01.	Visual Inspection	100%
02.	Performance and Parameter Test and measurement of AC & DC parameters on partial load	100%
Balance of Systems		
SI No	Type of Test	% Quantity Inspection
1.0	Array Junction Box	
1.1	Visual Inspection	100%
2.0	AC Distribution Boards	
2.1	Visual Inspection	100%
3.0	Energy Meter	
3.1	Visual Inspection	100%
3.2	Testing in Energizing mode	100%
4.0	Cables and cabling materials	
4.1	Visual Inspection	Random
5.0	PV Module Mounting Structure	
5.1	Structure Measurement	Random
5.2	Galvanization Test	Random
6.0	Earthing Materials	Random
17.0	GCC. 28	Completion of Work:
17.1		End Users Training: The Contractor will arrange for training at site for the end users
18.0	GCC 28.2	Not Applicable
19.0	GCC 29	Taking Over: The work shall be taken over by WBREDA upon successful completion of work at site(s) and observing performance of the power plant for at least 30 days in accordance with provision of this work. During handing over of the complete project work, the contractor will submit the followings in three (03) sets for considering final payment. <ul style="list-style-type: none"> a) All As-Built Drawings & Design of the power plant b) Detailed Engineering Document with detailed specification, schematic drawing, Design and test results, manuals for all deliverable major items, Operation, Maintenance & Safety Instruction Manual and other information about the project c) Bill of materials d) Site wise documentation e) Performance Guarantee Certificate of PV modules from the original manufacturer f) Inventory of spares at projects sites g) Completion certificate as per prescribed format provided by WBREDA h) Project Document as per approved format. i) Site maintenance logbook.
F. Guarantees and Liabilities		
20.0	GCC.30	Liquidated Damage (LD): For delay in supply of materials/supply

		of spares/ completion of project, LD as per the approved schedule shall be imposed on the contractor, at the rate of 1% without any upper limit per week or part thereof of delay. The Liquidated Damage shall be imposed on the basis of unexecuted installation site in complete.												
21.0	GCC.31	Comprehensive Maintenance during defect liability period:												
21.1		<p>All the equipments to be installed for commissioning of each component of the solar PV power plant and the power plant in whole shall be under Comprehensive Maintenance Contract within the scope of the tender for 5(five) years from the date of commissioning. The equipments or components, or any part thereof, so found defective during Comprehensive Maintenance Contract period will be forthwith repaired or replaced within the scope of guarantee obligation to the satisfaction of the Purchaser.</p> <p>The maintenance of Solar PV power plant includes routine & periodic maintenance, overhauling, breakdown maintenance, and repairing or replacement of defective PV modules, invertors, and other components, providing of consumables.</p> <p>The Down-Time of PV system should not be more than 72 hours (03 days).</p>												
21.2		<p>Routine maintenance: In order to carry out routine maintenance of the power plant, the contractor will provide all labour, material, consumables etc. within the scope of maintenance service. Recommended tusks under the scope of routine maintenance will include but not limited to the followings:</p> <table border="1" data-bbox="511 1073 1373 1367"> <thead> <tr> <th>Sl No.</th> <th>Type of Routine Maintenance</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>Checking and tightening of all electrical connections</td> </tr> <tr> <td>02</td> <td>Checking and tightening of mechanical fittings</td> </tr> <tr> <td>03</td> <td>Checking and restoring of earthing system</td> </tr> <tr> <td>04</td> <td>Cleaning of PCUs and other electrical equipments</td> </tr> <tr> <td>05</td> <td>Routine maintenance as recommended by the Original Equipment Manufacturer (OEM)</td> </tr> </tbody> </table>	Sl No.	Type of Routine Maintenance	01	Checking and tightening of all electrical connections	02	Checking and tightening of mechanical fittings	03	Checking and restoring of earthing system	04	Cleaning of PCUs and other electrical equipments	05	Routine maintenance as recommended by the Original Equipment Manufacturer (OEM)
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21.3		<p>Battery Bank Maintenance: The routine maintenance of Battery Bank shall includes but not limited as follows:</p> <ol style="list-style-type: none"> Topping of Stationary Electrolyte Cells of the battery bank Cleaning and applying petroleum gel of Battery Terminals Checking and recording of Specific Gravity and Voltage of the stationary cells. The cost of distilled water and other consumable shall be included in the comprehensive maintenance cost. 												
21.4		<p>Wiring Maintenance:</p> <ol style="list-style-type: none"> Checking of internal wiring circuit, MCB/MCCB etc 												
21.5		<p>Breakdown maintenance: Breakdown maintenance will include but not limited to the followings:</p> <ol style="list-style-type: none"> Breakdown maintenance will mean the maintenance activity including repairs and replacement of any component or equipment of the power plant, which is required to be carried out as a result of any sudden 												

		<p>failure/breakdown of that particular component or equipment while the plant is running.</p> <p>ii) The contractor will be responsible to carry out breakdown maintenance of the power plant and will provide the required manpower, materials, consumables, components or equipment etc. for breakdown maintenance.</p> <p>iii) The contractor will undertake necessary maintenance/ troubleshooting work of the solar PV power plants. Down time will not be more than 03 (three) working days from time of occurrence or reporting. However, if the breakdown is not repairable within 3 (three working) days due to some specific reason, the contractor must seek extension of time by giving sufficient acceptable reasons within three working days of the occurrence of the fault. In such case, the contractor will also specify the specific date within which the fault will be restored and the system will be put in operation again. However, the final decision taken by the Purchaser considering all such reason will be binding for the contract.</p> <p>iv) Each and every complaint communicated by any means either from Purchase or User, the contractor will acknowledge the complaint by providing specific complain registration number in order to track the response of the complaint.</p>
21.6		<p>Capital Maintenance: Capital Maintenance shall mean the major overhaul of any component or equipment of the power plant which is not covered by routine, preventive and breakdown maintenance which may become necessary on account of excessive wear & tear, aging, which needs repair/replacement. The capital maintenance of power plant and all civil structures shall normally be planned to be carried out on an annual basis. For this purpose a joint inspection by the Contractor and WBREDA shall be carried out of all the major components of the power plant, about two months in advance of the annual maintenance period, in order to ascertain as to which components of the power plant require capital maintenance. In this regard the decision of WBREDA will be final and binding.</p> <p>However, if the condition of any plant component warrants its capital maintenance at any other time, a joint inspection of WBREDA and supplier shall be carried out immediately on occurrence of such situation and capital maintenance shall be carried out by arranging the shutdown of the plant/part of the plant, if required, in consultation with concerned authorities. The decision of WBREDA shall be final and binding to the contractor.</p> <p>The capital maintenance also includes painting of mechanical & civil structures etc. Adequate measures should be taken for prevention of wear and tear of the machines. Solar PV Power System is to be designed to operate with a minimum of maintenance.</p> <p>The scope of support service provides preventive maintenance as & when necessary within the contract period and break down maintenance in the event of malfunctions, which prevent the operation of the power system or part of it within the stipulated time period & free replacement of spares required for maintenance.</p> <p>The contractor will provide Spare parts & Measuring Instruments. The contractor shall submit the detailed schedule for routine and preventive maintenance before final commissioning of the plant. The contractor shall also submit Detailed Report to WBREDA for any</p>

		capital or breakdown maintenance mentioning the cause of breakdown, actions taken to resolve that issue and preventive measures taken to avoid failure/damage/loss of generation due to similar incidents/accidents in future etc. within 07 (seven) days from the date of recovery.
21.7		<p>Maintenance Report:</p> <p>Quarterly yearly Maintenance Report for that particular quarter for each Power Plant as per approved format must be submitted to WBREDA with certification of Beneficiary in original by the contractor within 30 day of the following month. Failing of which maintenance service will be deemed to be not attended.</p> <p>The payment shall be made on yearly basis on submission of bills in triplicate to WBREDA along with a copy of the maintenance report of the claimed year period which will already to be submitted quarterly.</p>
21.8		<p>Rental and other periodic charges :</p> <p>The Contractor shall pay necessary charges periodically for refilling of the Fire Extinguisher till defect liability period is over.</p>
21.9		Comprehensive maintenance shall be the integral part of the contract. 10% of the total order value (Supply and service) shall be retained and shall be released @ 2% in on yearly basis subject to fulfillment of contract terms as per tender. This is apart from the 10% Contract Performance Guarantee (CPG).The Comprehensive maintenance shall be included the rental charges mentioned under SCC SI No. 21.8
21.10		The payment towards maintenance shall be made on yearly basis on submission of bills in triplicate to WBREDA along with a copy of the maintenance report during the claimed period which will already to be submitted on quarterly subject to satisfactory performance as per Clause no: SCC SI No.21.0 and its sub clauses on submission of maintenance report on regular basis and submission of Extension of BG
22	GCC.31.2	The contractor shall warrant that all equipments, hardware and accessories are new, unused, most recent or current models and incorporate all recent improvements in design and in accordance with the contract documents and free from defects in material and workmanship. The contractor shall also guarantee for defect free operation of the materials supplied and workmanship towards erection for a period of sixty (60) calendar months commencing immediately upon date of TOC.
23	GCC.31.12	<p>Extended warranty for component of the works.</p> <p>Performance Guarantee of PV Module:</p> <p>The contractor should warrant the electrical output of Solar Module(s) for at least 90% of its rated power after initial 10 years & 80% of its rated power after 25 years the date of handing over of the Power Plant.</p>
H. Change in Contract Elements		
24	GCC.41.1	For quantity variation up to the limits specified below, there shall be no change in the unit rates quoted in the Contract. : $\pm 25\%$ (plus/minus twenty five percent) of total Contract value;
25	GCC.41.4.1	Contract Price variation allowed up to plus/ minus (\pm) twenty percent (20%)

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section –V

Technical Specification

Name of Work	:	Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2 X 5kWp Standalone Solar PV Power Plants at Satjelia Natavar Vidyatan and Dayapur P.C. Sen High School in the District of 24 Parganas (South) including (5) years guarantee and comprehensive maintenance .
NieT No.	:	WBREDA/NieT- 03 /18-19 dated: 11/06/2018

Technical Specification of Stand Alone Solar PV Power Plant with Battery Back up

- 1.0 The Standalone Solar PV power plant to be installed under this project shall be guided by following technical specification
- 2.0 **Outline of the scheme of the project :**
 - 2.1 The PV Power plant shall comprise but not limited to the following items:
 - 2.1.1 PV Module
 - 2.1.2 Module Mounting structure
 - 2.1.3 Foundation
 - 2.1.4 Array Junction Box
 - 2.1.5 PV Array Isolating Switch
 - 2.1.6 Power Conditioning Unit
 - 2.1.7 Battery Bank
 - 2.1.8 Battery Isolating Switch
 - 2.1.9 AC DB
 - 2.1.10 Cables and wires including end terminations
 - 2.1.11 Energy Meter
 - 2.1.12 Eathing System
 - 2.1.13 Project Signage
 - 2.1.14 Safety Signage
 - 2.1.15 Fire Extinguishers
 - 2.1.16 Sand Buckets
 - 2.2 The PV array of the Power Plant shall be installed at the available space earmarked at project site.
 - 2.3 The power from PV array shall primarily be used to charge the battery bank through Power Conditioning Unit (PCU).
 - 2.4 PCU will have arrangement to charge battery bank from AC supply mains in tandem with PV array
 - 2.5 The PV array, Battery Bank and AC mains shall be connected to the Power Conditioning unit through proper isolating/controlling and protecting devices to be fitted in a DC/AC DB, which will be located at a convenient location close to the PCU
 - 2.6 The Outputs of the each PCU shall be terminated to a Main AC Distribution Board
 - 2.7 An Energy Meter shall be connected at the PCU's output to measure the delivery of electrical energy from the PV Power Plant.
 - 2.8 **Design shall be done satisfying following consideration:** Capacity of the power plant shall be considered based on the nominal capacity of the PV Array i.e. 5 kWp. **Minimum capacity of Battery Bank capacity 57 kWh and capacity of PCU shall be 5kVA at designed DC bus voltage.**
 - 2.9 The contractor shall develop the general layout drawing of Array Yard, Inverter, AJB, DC/ACDB, Battery Bank including the single line diagram and other drawing as may be required. All designs & drawings are to be developed based on specification given in the tender, relevant BIS unless otherwise specified.
 - 2.10 The Power Plants shall have to be designed considering optimal usage of space without compromising the effect of shadow, cooling, ventilation, accessibility, losses, protection, security and safety etc.
 - 2.11 **Document to be submitted during approval of the Design and Drawing:**

During approval of drawing and design of the PV Power Plant the documents have to be submitted by the contractor which shall be includes but not limited as follows:

- i) Power plant design document
- ii) PV Array and other component layout drawing of the PV Power Plant
- iii) Drawing of different equipments of PV power Plant
- iv) Design and drawing of PV Module mounting structure along with the fixing arrangement of PV array at the roof as per technical specification.
- v) List of Equipments and Component and its capacity and manufacturer name to be used in the PV Power Plants
- vi) Type test report of PCU(s), PV Module, Stationary cell, Cables
- vii) Supporting documents of MNRE Approval of proposed PCUs and stationary cells
- viii) Technical catalog of the Equipments and Component electrical gadgets etc.

3.0 Solar PV Modules:

Proposed PV Module must be manufactured in India.

Each PV module used in this solar power project must use an RF identification tag. The information as per MNRE Guideline must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental condition)

Guarantee:

Material Guarantee: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of commissioning of the PV Power Plant.

- i. Defects and/or failures due to manufacturing
- ii. Defects and/or failures due to quality of materials
- iii. Non conformity to specifications due to faulty manufacturing and/or inspection processes.

If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owner's sole option. The contractor shall be responsible to contact with the contractor if any of the above mentioned cases occurred.

Performance Guarantee : The contractor should warrant the electrical output of Solar Module(s) for at least 90% of its rated power after initial 10 years & 80% of its rated power after 25 years the date of handing over of the Power Plant.

Note: Only indigenously manufactured PV modules should be used in Grid Connected Rooftop Solar PV Power Plants under this scheme.

Desired specification of the PV Module shall include but not limited to the following:

Sl No	Item	Description
1.0	Certification	i) IEC 61215 or IS 14286 ii) IEC 61730
1.1	Test certificate issuing authority.	NABL/ IEC Accredited Testing Laboratories or MNRE accredited test centers.
2.0	PV Cell	
2.1	Type	Poly crystalline
3.0	PV Module	
3.1	Minimum capacity	300Wp
3.2	Rating	72 cells (without any negative tolerance) with glass

Sl No	Item	Description
		thickness minimum 3.2mm
3.3	Efficiency	Minimum 16%
3.4	Fill factor	Minimum 70%
3.5	Glass	
3.5.1	Thickness	3.2 mm (minimum)
3.5.2	Type	High transmission, low iron, tempered & textured glass with anti reflective coating.
3.6	PV Module Junction Box	
3.6.1	Protection level	IP 65 or above
3.7	Bypass Diode	
3.7.1	System Voltage (V _{sys})	1000 V DC
3.7.2	Number	3 numbers
3.8	Module Frame	
3.8.1	Type	Anodized aluminum frame

4.0 PV Array:

Desired specification of the PV Array shall include but not limited to the following:

Sl No	Item	Description
1.0	PV Module interconnection connector	MC-4 / Tyco
2.0	PV Module interconnection cable and array cable	PV 1-F standard /NEC standard “USE-2 or RHW-2” type (double insulated)
3.0	PV array String Voltage	Compatible with the MPPT Channel of the PCU

5.0 PV Module Mounting Structure:

During PV Module Mounting Structural design following points must be include but not limited to the following:

- (i) The Members/articles Module Mounting structure shall of ISI accredited.
- (ii) The contractor shall have to submit the drawing of PV Module mounting structure analyzed by STAAD Pro software to WBREDA after placement of LoA for necessary approval. Angle-channel structure shall only be considered. Hollow pipe structure shall not be considered.
- (iii) PV Array may be completely Roof Mounted or Ground Mounted for each power plant
- (iv) The contractor shall design the Array structure after inspection of the site / roof and its condition.
- (v) The PV module structure shall be designed by the contractor based on the condition of the roof. Based on the condition of the roof, the contractor shall design the structure with arrangement of anchor fastener for fixing up of the structure on the roof or with Dead Load or Self Supported structure depending upon the condition of the roof.
- (vi) The Contractor shall take suitable precautions for prevention of water leakage in the roof for installation of PV Array.
- (vii) The PV Array should be capable of withstanding a wind load at **160 km/hr.**
- (viii) Design Factor of Safety shall not be less than **1.5**
- (ix) MMS (Module mounting structure) shall be MS fabricated steel articles of minimum 5mm thickness.
- (x) All structures including any metallic part thereof must be protected against any corrosion. The structures must also be compatible with the materials used in the module frame, fasteners, fixtures, nuts, bolts or any similar nature of metallic components whichever are required to complete the job.

- (xi) The array structure shall be made of hot dip galvanized MS angle/channel having minimum galvanizing thickness conforming **IS 4759:1996**
- (xii) Structures will be supplied complete with all members to be compatible for allowing easy installation.
- (xiii) The module mounting structure will have to be designed with a tilt angle that will provide optimum generation from the PV power Plant as per site condition over a year.
- (xiv) The structures will be designed for simple mechanical and electrical installation. There will be no requirement of welding or complex machinery at the installation site.
- (xv) The PV Array structure will support SPV modules and absorb, transfer the mechanical loads to the roof / ground or any suitable/ existing structure that will support the structure.

(xvi) Nuts and Bolts of Array structure:

Usage Location	Type of Nuts and Bolt
PV Module fixing nuts and Bolts with the PV Module structure and PV Module	Stainless steel/ MS Chrome Plated (GI)
All other Nuts and Bolts of PV Module mounting Structure	MS Chrome Plated (GI)/ Stainless Steel/

- (xvii) All fasteners, fixtures for supporting conduits shall be made with stainless steel

6.0 PV Array Foundation

The foundation is to be designed as per site requirement.

7.0 PV Array Junction Box (AJB) :

Array Junction Box (AJB) shall have to be used for termination of series strings connecting array with each inverter. The array Junction Box may be inbuilt with the Inverter or it may be a separate unit. The desired specification of the PV Array Junction Box and accessories shall include but not limited to the following:

Sl No	Item Description	Desired Data
1.0	Enclosure	
1.1	Degree of Protection	IP65 and UV Protected
1.2	Material	Polycarbonate (If AJB is a separate Unit and not Inbuilt in Inverter).
1.3	Withstanding voltage	1000V DC
1.4	Number of Strings entry	As may be required
2.0	Cable Entry and Exit	
2.1	Position	Bottom at cable entry and exit
2.2	Cable Entry and Exit connector type	MC 4 / Tyco Connector (PV Array String cable)
2.3	Cable gland	Earthing cable entry
3.0	Surge Protecting Device (SPD)	
3.1	Type	DC
3.3	Protection class	Type II
3.4	Rating (8/20)	15 kA
3.5	Number of set	As may be required as per string Design (minimum 1 set against each MPPT Chanel)
3.6	Voltage	1000 V (Y connection shall also be considered)
3.7	Standard	PV Standard
4.0	Fuse with fuse holder	

Sl No	Item Description	Desired Data
4.1	Position	Positive and negative terminal for each series string
4.2	Type	Glass fuse, for PV Use only
4.3	Rating	Current: Minimum 1.25 times the rated short circuit current of the string Voltage: Minimum 1000 V DC
4.4	Standard	PV Standard
5.0	Earthing Provision	Terminal blocks will have to be provided for Earthing
6.0	Terminals, lugs and bus bar	Tinned copper

8.0 Power Conditioning Unit (PCU):

- a) The Power Conditioning Unit (PCU) shall comprise of the following units:
- Dual Charging from provision from PV and auxiliary AC source (230V, 50Hz)
 - Inverter
 - Protection and Control system
 - Certification: IEC/BIS or NABL accredited laboratory of India.

- b) **The desired specification of the PCUs shall include but not limited to the following :**

Sl. No.	Operating Parameter	Desired specification
1.0	General	
1.1	Control system	Microprocessor control
1.2	Overall Efficiency	Efficiency at 100% of rated load : Minimum 85%
1.3	Ambient Temperature	50°C (minimum).
1.4	Cooling	Temp. Sensitive Forced Cooling with AC Fan
1.5	Installation	Floor Standing/Wall Mounted
2.0	Charge Controller	
2.1	Type of Solar Charging	MPPT based (3stage : Bulk, Absorb & Float) Equalizer : Manual
2.2	Battery Voltage	Designed Battery Bank Bus Voltage
2.3	Maximum PV Voltage	Maximum PV array Open Circuit at site
2.4	PV Charging Current	At C-10 compatible to Battery Bank specification
2.5	Battery Low Shut Down	Up to DoD 80 % (Programmable)
2.6	Temperature compensation	To be provided
2.7	Solar Charging Priority	To be provided
3.0	Auxiliary charger/ Grid Charger	
3.1	Type of Grid Charging	PWM with ON/OFF facility
3.2	Acceptable Grid Input Voltage	180V AC to 270V AC
3.3	Maximum Grid Charging Current	Designed as per capacity of the battery bank
3.4	Grid - Inverter Changeover Ckt	Solid-State /Contactor based
4.0	Inverter	
4.1	Power Output Phase	1-Phase
4.2	Capacity of the Inverter	5 kVA at unity PF
4.3	Battery Voltage (DC)	Designed battery bank DC bus voltage

Sl. No.	Operating Parameter	Desired specification
4.4	Output Voltage (AC)	230V AC Single Phase
4.5	Output Wave Shape (AC)	Sine wave
4.6	Output Frequency	50Hz
4.7	THD (Voltage)	<5% at full load
4.8	Over Load Capacity	110% of rated load for 20 sec
5.0	Protection and other feature	
	Protection and other Features	i) Short Circuit Protection ii) Over Current Shutdown iii) Battery Deep Discharge Protection iv) Input Surge Protection v) PV Reverse Polarity Protection vi) Over Temperature Shut Down vii) Power Feed to Grid Protection
6.0	Switches	
6.1	Circuit Breakers	Grid I/P, Battery I/P, Load O/P, PV I/P
7.0	Display	
7.2.1	Type	LCD/LED
7.3	Display Details:	Battery Voltage (DC) Battery Current (DC) Inverter Output Voltage (AC) Inverter Output Frequency Grid/Mains Input Voltage (AC) Inverter Load (kW) Grid /Mains Charging Current (Amp.) SOLAR Charging Current(Amp) Fault indication if any

- c) The major components of PCU shall be modular in nature and easily replaceable at the site during maintenance.
- d) Field proven performance certification for minimum two years operation in India.

9.0 Battery Bank:

- i) The battery bank comprises of stationary electrolyte cells each of nominal voltage 2 V
- ii) The Ah capacity of the stationary cell shall be considered w.r.t. C-10 discharge rate at 27°C.
- iii) The capacity of the battery bank shall be of **57 kWh**
- iv) The stationary cells should be of low maintenance positive tubular plate flooded lead acid type.
- v) Ceramic Vent Plug shall be provided with the stationary electrolyte cells.
- vi) The cells must conform **IS: 1651:1991** (latest edition).
- vii) The stationary cell container shall be made of hard rubber / polypropylene.
- viii) Electrical Terminal shall be made of lead alloy suitable for bolted connection.
- ix) The Battery Bank shall be provided with single tier / Double tier wooden rack suitably to place the battery bank and having suitable arrangement of maintenance and monitoring the status of the battery. The wooden rack shall withstand the load of the battery
- x) Hydrometer, thermometer, connecting leads etc. shall be provided with Battery Bank.

10.0 Battery Isolating Switch

DC rated battery Isolating Switch of suitable rating shall be provided against battery bank. Rating of the isolator shall not be less than 1.5 times of the rated current at C-10 discharge rate.

11.0 PV Array Isolating Switch

DC rated PV Array Isolating switch of suitable rating shall be provided against each PCU. Rating of the isolator shall not be less than 1.25 times of the rated short circuit current of the PV Array.

12.0 AC Distribution Board

The specification of AC Distribution Board of PV Power plant shall include but not limited to the following:

Sl No	Item	Description
1.0	Input MCB	
1.1	Rating	20A, 230V ,
1.2	No. of Pole	Two pole
1.3	No.	01
2.0	AC Load Distribution MCB	
2.1	MCB	a) Type : Single Pole AC. b) Quantity : 6nos c) Rating: Current Rating shall be 6A, 230V
3.0	Grid -PCUs Change Over Switch	
3.1	Type	Manual, Double pole single through (DPST). The Change Over Switch shall be utilized for sourcing of AC Load Distribution MCB.
3.2	Rating	20A,230V
4.0	Indicator	
4.1	Grid Input	To be provided
4.2	PCU input	To be provided
5.0	Enclosure	Powered coated MS Indoor Type Wall Mounted/ Floor Mounted vermin proof of 16SWG

13.0 Cables for PV power Plant :

a) The Specification of wiring material of PV Power plant shall include but not limited to the following:

Sl No	Item	Description
A	DC Cable	
1.1	Conductor	Tinned annealed stranded copper according to IEC 60228 class 5
1.2	Standard	PV-1F / 2 PfG 1169/08.2007 / VDE Standard E PV 01:2008-02 /Equivalent
B	AC Cable	
2.1	Rated Voltage	1.1kV
2.2	Construction	
2.2.1	Type	Armored or unarmored as per requirement
2.2.2	Insulation	XLPE
2.2.3	Standard	IS 7098-Part-I
C	PVC Conduit tees, bends etc (Hard & flexible)	
3.0	Standard	UPVC
3.1	Type	UV stabilized , temperatures, Shock proof chemical

Sl No	Item	Description
		resistant
D	GI Pipe	
2.0	Make	TATA/ Jindal/Bansal

b) Sizing and procedure and guideline of Cable laying

- i) Conductor size of cables and wires shall be selected based on efficient design criteria. Size of the cables and wires shall be selected considering maximum voltage drop at full power as follows:
From the PV Array to Inverter(s) should be less than 2%.
- ii) Cable terminations shall be done using suitable cable lugs & sockets etc, crimped properly and cables shall be provided with dry type compression glands wherever they enter junction boxes/ panels/ enclosures at the entry & exit point of the cubicles. The panels bottoms should be properly sealed to prevent entry of snakes/lizard etc. inside the panel. All cables shall be adequately supported. Outside of the terminals / panels / enclosures, shall be protected by conduits. Cables and wire connections shall be soldered, crimp-on type or thimble or bottle type.
- iii) Only terminal cable joints shall be accepted. The cable must be laid through UPVC conduit on roof and indoor.
- iv) All the unarmored cable and control cable, if needed, to be drawn through underground, adequate size UPVC conduit all along. However, Class – B, GI pipes of requisite diameter shall have to be used for drawing of cable under road crossings, drains, sewerage lines, entry or exit points of the buildings or where there are chances of mechanical damage.
- v) All cable/wires/control cable shall be marked with good quality letter and number ferrules of proper sizes so that the cables can be identified easily.
- vi) All cable shall be suitable marked or coded for easy identification. Cables and wires shall confirm to the relevant standards suppliers to specify the specification.
- vii) The UPVC conduit of suitable size must be rest on the pedestal on the Roof or perforated GI cable Tray.
- viii) All fasteners will be made of Stainless steel or Aluminum or UV Protected PVC.
- ix) Minimum two number loops must be provided at the start and end of the each span of cable run before termination.
- x) Type of cable to be used:

SI No	Location	Type of Cable
01.	From PV Array to PV Array Junction Box(s)	Un-armoured copper
02.	From PV Array Junction Box to PCU(s)	Un-armoured copper
03.	From PCU to Battery Bank	XLPE Insulated Un-armoured Copper
04.	From PCU to Main AC Distribution Board	XLPE Insulated Un-armoured Copper

14.0 Energy Meter :

Whole current energy meter and Accuracy – 1 shall be provided. The Energy meter shall be installed before **Main AC Distribution Board**. This energy meter shall be installed to measure the total energy to be used from the PV power Plant.

15.0 Equipment, Array structure Earthing:

15.1 Equipment Earthing will connect all non-current carrying metal receptacles, electrical boxes, appliance frames, chassis and PV panel mounting structures in one long run. The earthing wire should not be switched, fused or interrupted.

15.2 Earthing Pit, Earth strip and Earth Busbar:

a. Earthing Pit:

i) Earth Electrode:

Earthing with 50 mm dia GI pipe 3.64 mm thick x 3 m (TATA/ Jindal/Bansal make) long to be filled with bitumen partly under the ground level and partly above ground level driven to an average depth of 3.65 m below the ground level & restoring surface duly rammed.

ii) Masonry enclosure

Masonry enclosure of the earth pit of size not less than 600 mm X 600 mm X 500 mm (depth) complete with cemented brick work (1:6) of minimum 150 mm width duly plastered with cement mortar (inside) shall be provided. Hinged inspection covers of size not less than 300 mm X 300 mm with locking arrangement shall be provided. Suitable handle shall be provided on the cover by means of welding a rod on top of the cover for future maintenance.

iii) Number of earth pits will be two.

b. Earth Strip:

Earth strip of size 25mmX 3 mm galvanized MS flat shall be drawn from each earth electrode. The Earth Strip drawn from the Earth Electrodes shall be connected to an **Earth Busbar** close the Earth Pit (1st Earth Busbar). From the 1st Earth Busbar two (02) nos. 25 mm X 3 mm galvanized MS flat shall be drawn up to another two separate **Earth Busbars (2nd and 3rd Earth Busbar)** at two different locations for earthing of Array Structures and Equipments like PCU and AC DB etc.

Two Earth strip shall be connected at two end of each row of PV Array Structure. The earth Strip must be connected with the PV Array structure by GI Nuts or Bolts. If the strip will be connected with the structure by welding then anti - corrosive paint must be done at that welded/effected portion after proper grinding.

c. Earth Bus-bar:

Earth Bus-bars of galvanized MS flat 40 mm x 6 mm on wall having clearance of 6 mm from wall including providing drilled holes on the bus-bar complete with GI bolts, nuts, washers, spacing insulators etc. as required.

d. Necessary provision of test point shall have to be made for isolating joints of each earthing pit for periodic testing of earth resistance.

16.0 Project information Signage : The Signage shall be made up of MS Sheet of minimum 2 mm thick of minimum size 5'x 4'. The Signage shall elaborate detail of the project. The matter shall be provided by PURCHASER. The font size on the signage has to be big enough so that everyone can read it easily. This signage will be outdoor type. The Signage

shall be installed on hot deep galvanized MS structure made up of MS channel, angles of suitable height as per direction of Engineer –in-Charge. The structure and the Project Name Plate shall be painted with primer and anti-corrosive paint. The Signage shall be installed a prominent place of the project area.

17.0 Schematic Diagram Signage:

Schematic Diagram of Installation must be provided on a display board of minimum size 3’x 2’ made up of metallic base. The schematic diagram must be fixed up at any prominent place of installation.

18.0 Safety Signage:

Safety Signage must be provided indicating the level and type of voltage and symbols as per IE Rule at different position as may be required. In the safety signage Voltage level and type of voltage must be mentioned

Location	Quantity
PV Array Field	01no
Near Battery Bank	01no.
PV Array JB	01no.
Near PCU(s)	01 no
On AC Distribution panels	01 no

19.0 Fire Buckets and Holding stands

- a) Fire Bucket Holding Stand shall have provision for holding two (02) Fire Buckets. The Fire Bucket Stand shall be installed nearer the control room. The minimum technical specification is a follows:

BIS Specification	IS: 2546 (with latest amendments)
Fire Bucket Capacity	10 liters
Fire Bucket Body Material	Mild Steel Sheet

20.0 Fire Extinguisher:

- a) DCP type dry power portable fire extinguishers of minimum capacity 5kg shall be provided. Standard of Fire Extinguisher BIS 2171 (with latest amendments)
- b) Number of Fire Extinguishers: 01 no.

21.0 Other Conditions:

The work includes necessary excavation, concreting, flooring, platform, necessary finishing, painting, back filling, shoring & shuttering, cable laying, location of installation of different component of PV Power Plant etc. if any , required for completion of the project in all respect shall be as per direction of Engineer-in-Charge.

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section – VI

FORMS

Name of the Work:	WBREDA invites e-tender for “Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X5 kWp Standalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatan & Dayapur P.C.Sen High School under Gosaba Block in the District of South-24 Parganas
NIeT No:	WBREDA/NIeT- 03 /2018-19 dated:11/06/2018

SI No	Form Name	Form No
01.	Bid Form	Form-1
02.	Bid security (Bank Guarantee format) Not Applicable	Form- 2
03.	Format For Submission Of Pre-Bid Queries	Form- 3
04.	Proposed modifications	Form-4

Bid Form

Ref No:

To

The Chief Engineer

WestBengalRenewable Energy Development Agency

Bikalpa Shakti Bhavan, J1/10, Block-EP&GP ,

Salt Lake Electronics Complex, Kolkata-700091

Subject: Design &Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X 5kWp Standalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatanand Dayapur and P.C.Sen High School under Gosaba Block in the District of South-24 Parganas, West Bengal

Reference :NIeT No:

Sir,

I, the undersigned, being the authorized signatory of(Name of the Bidder), having read and examined in detail the NIeT including minimum eligibility criteria in particular, instruction to Bidders, general terms & conditions, special terms & conditions and specification, do hereby submitting our offer to execute the contract as per terms & conditions as said forth in your Tender document.

1. We confirm having submitted the eligible criteria as required by you in your Tender Document along with this proposal. In case you require any further information or clarification in this regard, we agree to furnish the same in time.
2. We have submitted the requisite amount of “Tender Fee” of **Rs.5,000.00 (Rupees five thousand)** submitted in online mode through e-tendering portal <https://wbtenders.gov.in> as prescribed in the NIeT Payable at Kolkata
3. We have submitted the requisite amount of Bid Security /EMD for an amount of Rs. 27,000.00 (Rupees twenty-seven thousand) only online mode through e-tendering portal <https://wbtenders.gov.in> as prescribed in the NIeT.
4. We hereby furnish the following:

1.	Company / Partnership/LLP regeneration i)Registration No: ii) Place of registration:	
2.	GSTN No.	
3.	PAN No	
4.	PF A/C No	

5. Our contact details related to this tender are as follows:

Information	Local office (In West Bengal)	Head office
Name of the Contact Person		
Designation		
Telephone No		
Fax No		
Mobile No		
Email Address		

I solemnly declare and affirm that neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees:

- a) Is not debarred from participation in any public procurement by any Competent Authority as per law
- b) Is not insolvent or is in receivership or is bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors
- c) Have not been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary;
- d) Have fulfilled obligations with regard to the payments of taxes, or other payments due in accordance with the laws India

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India.

6. I confirm that our bid in response to the NIeT is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from WBREDA.
7. I have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate.
8. I declare that the submitted our offer is without any deviations and are strictly in conformity with the documents issued by WBREDA.
9. I declare that content of the Tender Document including NIeT, ITB, BDS ,GCC, SCC, Technical Specification and subsequent corrigendum, addendum, if any, are acceptable to us and we have not taken any deviation in this regard. This is to expressly certify that our offer contains **no deviation** either in direct or indirect form.

10. I also declare that in case of any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us.
11. If you accept our offer, I agree to complete the entire work in accordance with work completion time given in the Tender document. We fully understand that the work completion time stipulated in is the essence of the contract, if awarded.
12. This Bid and your subsequent Letter of Acceptance / Work Order /agreement shall constitute a binding contract between us.
13. I hereby confirm our acceptance of all terms and conditions of the NIeT document unconditionally.
14. I also declare that, we have never been blacklisted and / or there were no debarring actions against us as on date due to any reason what-so-ever, by any Government or Government Agencies. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of WBREDA.

Date : (Printed Name).....
Place : (Designation).....

Signed and Upload

NOT APPLICABLE

Form -2

Bid Security
Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date.....

To
The Chief Engineer
West Bengal Renewable Energy Development Agency
Bikalpa Shakti Bhavan,
Plot No.J1/10, EP & GP - Block, Sector – V,
Salt Lake Electronics Complex, Kolkata – 700 091.

Dear Sirs,

In accordance with NIEt No., M/s having its Registered/Head Office at (here-in-after called the 'Bidder') wish to participate in the said tender for [Name of tender].....

As an unconditional and irrevocable bank guarantee against Bid Security for an amount of.....(*insert in words and figures)..... valid for.....(insert number of days).....days from(**).....is required to be submitted by the Bidder as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the[Name & address of the Bank] having our Head Office at (#) guarantee and undertake to pay immediately on demand by West Bengal Renewable Energy Development Agency (WBREDA) the amount of(*insert in words and figures)..... without any reservation, protest, demand and recourse. Any such demand made by the Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name]..... on whose behalf this guarantee is issued.

All rights of WBREDA under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBREDA under this Guarantee against the Bank within [thirty (30)] daysfrom the above mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

SIGNATURE OF AUTHORIZED

SIGNATORY OF THE BANK

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Authorized vide

Power of Attorney No:.....

Date.....

- Note:**
1. (*) The amount shall be as specified in the NIeT.
(**) This shall be the date of opening of bids.
(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person
(@)The bid security shall be valid for a period as specified in NIeT
 2. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the guarantee.

FORMAT FOR SUBMISSION OF PRE-BID QUERIES			
NIeT No.		DTD.	
<p>Subject : Design &Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X 5kWp Standalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatanand Dayapur ,P.C.Sen High School under Gosaba Block in the District of South-24 Parganas, West Bengal</p>			
NAME OF THE BIDDER:	<To be filled in by the bidder>	Work name : <To be filled in by the bidder>	
PART A - TECHNICAL QUERIES			
Sl no	GCC Clause reference (if any)	BIDDER'S QUERY	WBREDA's REPLY
1			
2			
3			
4			
5			
PART B: COMMERCIAL/GCC RELATED/CONTRACTUAL QUERIES			
Sl no	GCC Clause reference (if any)	BIDDER'S QUERY	WBREDA's REPLY
1			
2			
3			
4			
5			
<p>• Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.</p>			

Note: 1. To be submitted before Pre- bid meeting

2. This sheet must not the part of the offer submitted by the bidder and not to be upload

3. Pre bid query to be mailed in Excel Format at email address :

cewbredagedcl@wb.gov.in

Date :	(Signature).....
Place :	(Authorized Representative of bidder)..
	(Designation).....
	Name of the bidder:

Proposed modifications

(To be submitted before Pre-bid meeting)

Ref:

Bidder's Name & Address:

To
The Chief Engineer
West Bengal Renewable Energy Development Agency
Bikalpa Shakti Bhavan, J1/10, Block-EP&GP ,
Salt Lake Electronics Complex, Kolkata-700091

Subject : Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of standalone solar PV power plants of cumulative capacity 100 kWp of different capacity ranging from 5 kWp to 20 kWp including five (05) years guarantee and comprehensive maintenance at various location of West Bengal

Reference : NIeT No:

We have carefully gone through the Technical Specifications and the General Conditions of Contract and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

S.No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

Note: 1. To be submitted before Pre- bid meeting

2. This sheet must not the part of the offer submitted by the bidder and not to be upload

3.This sheet to be mailed in Excel Format at email address : cewbredagedcl@wb.gov.in

Date : (Signature).....

Place : (Authorised Representative of bidder)

(Designation).....

Name of the bidder:

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section – VII

ANNEXURES

Name of the Work:	“Design &Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 2X5 kWp Standalone Solar PV Power Plants including five (05) years guarantee and comprehensive maintenance at Satjelia Natavar Vidyatan & Dayapur P.C.Sen High School under Gosaba Block in the District of South-24 Parganas.
NiET No:	WBREDA/NiET- 03/2018-19, dated:11/06/2018

SI No	Annexure Name	Annexure No
01.	'Letter of Award of Contract'	Annexure-1
03.	Proforma Of Contract Agreement	Annexure-2
04.	Proforma Of Bank Guarantee For Contract Performance	Annexure-3
05.	Proforma For Extension Of Bank Guarantee	Annexure-4
06.	Proforma Of Indemnity Bond	Annexure-5
07	Completion Certificate	Annexure -6
08	Application for Payments	Annexure-7
09	Taking-Over Certificate	Annexure-8
10	No-Claim Certificate	Annexure-9
11	Indemnity bond to be executed by the contractor for the equipment handed over by the Purchaser for performance of its contract (Entire Equipment Consignment in one lot)	Annexure-10a
12	Indemnity bond to be executed by the contractor for the equipment handed over in instalments by the Purchaser for performance of its contract	Annexure-10b
13	Authorization letter	Annexure-11

'Letter of Award of Contract'

(This form shall apply for Contract)

Ref No:

Date:

.....

...Contractor's Name & Address.....

.....

Attn: Mr

Sub: Letter of Award of Contract for..... (Work Name)

..... as per Bid Document No.....

Dear Sir,

- 1. This has reference to the following :
 - a. Our NIE T.dated.....
 - b. E-Tender ID.
 - c. Bidding Documents for the subject comprising the following :
 - i.(List out all the Sections of the Bidding Documents along with Tender Drawings etc.)
 - ii. Errata/Amendment No..... to..... (Name of Section of the Bidding Documents to which Errata/Amendment pertains)..... issued vide no.....dated..... and uploaded (*Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently*)
 - d. Clarifications furnished on the Bidding Documents vide no..... dated and uploaded (*Applicable only if any clarification to the Bidding Documents has been issued subsequently*)

To be included as further sub-paragraphs any other correspondence made after uploading of bidding documents up to the date of bid opening

- e. Your Proposal for the subject work submitted vide Bid Id No:
- f. Our Fax message/letter No. dated..... regarding extension of validity of bid (*Applicable only if any extension has been sought subsequently*)

(To be included as further sub-paragraphs any other correspondence made to or by the bidder after bid opening)

- g. Our Fax message/letter No. dated.....inviting you for post bid discussions.
- h. Post bid discussions and meetings we had with you from to resulting into the following

- i. Minutes of Meeting enclosed herein with this Letter of Award:
 - i. Minutes of Meeting regarding Commercial issues (APPENDIX -)
 - ii. Minutes of Meeting on Technical issues (APPENDIX -)
 - iii. Minutes of Meeting regarding Work Schedule (APPENDIX -)
 - iv. Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX -

2. We confirm having accepted your proposal submitted vide your bid id no:..... dated and its modification vide letter no:..... dated (Delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Your subsequent letters (Use if relevant) and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the scope of work covering

(Indicate Scope of Work)

(hereinafter referred to as the ' Contract').

3. We have also notified you vide our Letter of Award No..... dated.....and Letter of Award No.....dated..... for award of Contract' on you for the work of (Indicate brief scope of work of the Contract)for(Name of Work)as per Bid Document No..... (herein after referred to as the contract). You shall also be fully responsible for the works to be executed under the contract and it is expressly understood and agreed by you that any breach under the contract shall automatically be deemed as a breach of this contract and any such breach or occurrence or default giving us a right to terminate the Contract' and/or recover damages there under, shall give us an absolute right to terminate this Contract and/or recover damages under this ' Contract'. However, such breach or default or occurrence in the contract shall not automatically relieve you of any of your responsibility/obligations under this contract. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under this contract when installed and commissioned under the contract shall give satisfactory performance in accordance with the provisions of the Contract.

4. The total Contract Price for the entire scope of work under the Contract shall be(Specify the amount in INR)..... as per the following break up

i.	Ex- works price for Main Equipment/material
ii.	Transportation including Insurance charges
iii.	Type Test Charges
iv.	Taxes (GST)
TOTAL (i + ii + iii+ iv)	
..... (Specify the total amount in words).....		

5. Date of Commencement & Completion Period:
The Contract shall be executed within the specified time given commencing from the date of LoA.

S.No	Particulars	Completion time (months)

The time and date of completion is the essence of this contract. You are required to organize your resources and perform your work

6. You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within..... (Specify)..... days from the date of this Letter of Award.
7. This Letter of Award is being issued to you in original. We request you to return its photocopy duly signed and stamped on each page including all the enclosed Appendices, by the authorized signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
For and on behalf of
(Name of the Purchaser)

(Authorized Signatory)

Encl:As above.

PROFORMA OF CONTRACT AGREEMENT

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

THIS CONTRACT AGREEMENT is made theday of, 20.....

BETWEEN

Articles of agreement made on this..... day of in the year between West Bengal Renewable Energy Development Agency having its head office at Bikalpa Shakti Bhavan, J1/10, Block – EP&GP ,Sector – V , Salt Lake Electronics Complex, Kolkata -700091 hereinafter referred as 'WBREDA' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OF THE FIRST PART ,

and

..... [**Name of Contractor**]....., a company incorporated under the laws of[country of Contractor]..... and having its principal place of business at[address of Contractor]..... (Hereinafter called “the Contractor”) which expression shall include its successors and permitted assigns OF THE SECOND PART.

WHEREAS the Purchaser desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission and conduct guarantee tests of certain Works, viz.[list of Works](“the Works”) and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article1. Contract Documents

1.1. Contract Documents as per Tender Document:

The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:

- a. This Contract Agreement and the Appendices hereto
- b. Letter of Award including all documents referred to therein
- c. Special Conditions of Contract
- d. General Conditions of Contract
- e. Technical Specifications and Drawings
- f. Bid form and Price Schedules and Annexure submitted by the Contractor

1.2. Order of Precedence as per tender document

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above

1.3. Definitions as per tender document

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article2. Contract Price and Terms of Payment

2.1. Contract Price as per tender document:

The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be [Amount of Indian Rupees in words].....,[amount in figures]....., or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2. Terms of Payment as per tender document

The terms and procedures of payment according to which the Purchaser will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article3. Effective Date for determining Time for Completion

3.1. Effective Date as per tender document:

The Time of Completion of the Works shall be determined from the date of Letter of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Letter of Award

- a. This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Contractor;
- b. The Contractor has submitted to the Purchaser the performance security.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable

3.2. If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Letter of Award because of reasons attributable to the Purchaser, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

3.3. However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Letter of Award because of the reasons attributable to the Contractor, the Contract will become effective from the date of Letter of Award. In this case, contract Price and/or time of completion shall not be adjusted.

3.4. It is expressly understood and agreed by and between the Contractor and the Purchaser that the Purchaser is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Purchaser is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Purchaser is not an Agent, Representative or Delegate of the Government. It is further understood and agreed that the Government of West Bengal is not and

shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government arising out of this Contract and covenants not to sue the Government as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

3.5. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Purchaser and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Purchaser

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)

Signed by for and on behalf of the Contractor

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)

Appendices:

1. Time Schedule

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be executed in non-judicial stamp paper of Rs. 100/-)

Ref..... **Bank Guarantee No.**.....
Date:.....
To
.....
.....
..... West Bengal

Dear Sirs,

In consideration of West Bengal Renewable Energy Development Agency, (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated.....for.....(scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated.....Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... (.....in words.....) being (10%) (ten percent) of the said value of the Contract to the Owner.

We..... (Name & Address) having its Head Office at.....(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Contractor to the extent of Rs.....(.....in words.....) as aforesaid at any time up to.....* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....(.....in words.....)and it shall remain in force upto and including** (day/month/year) and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including.....*(day/month/year) we shall be discharged from all liabilities thereafter.

Dated this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per Power
Of Attorney No..... Date.....

* Till 3 (three) months after the validity of the Bank Guarantee.

** Upto 3 (three) months after the expiry of warranty/guarantee period.

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be as per terms of the contract
3. The performance Bank Guarantee/ Contract Performance Bank Guarantee shall be valid as per terms of contract. A period of three (3) months should be added as claimed period from the last date of validity of the Bank Guarantee.

PROFORMA FOR EXTENSION OF BANK GUARANTEE

Ref.....

Date.....

To

.....
.....
.....

..... West

Bengal

Sub: Extension of Bank Guarantee No.....for Rs.....
favoring yourselves, expiring on.....on account of
M/s.....in respect of Contract
No.....dated..... (hereinafter called original Bank
Guarantee).

Dear
Sirs,

At the request of M/s.....,We.....Bank, branch office
at.....and having its Head Office at.....do hereby
extend our liability under the above mentioned Bank Guarantee No.....
dated..... for a further period of.....(Years/Months) from.....to
expire on.....Expect as provided above, all other terms and conditions of the
original bank guarantee No.....dated.....shall remain unaltered and binding.

Please treat this as an integral part of the original bank guarantee to which it would be
attached. Yours Faithfully,

For

Manager/Agent/Accountant..... Power of Attorney

No..... Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the
name of the bank who has issued the Bank Guarantee.

PROFORMA OF INDEMNITY BOND

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMNITY BOARD EXECUTED by me/us on this.....Day of.....20.....,I/We having Registered Office/residing at.....(herein after called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself/ourselves and also our company/firm..... after having the power to bind so with the promise and undertaking in favour of the West Bengal Renewable Energy Development Agency having head office at Bikalpa Shakti Bhavan, J1/10, Block – EP&GP ,Sector – V , Salt Lake Electronics Complex, Kolkata -700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under letter no.....dated.....issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given here under as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W.C. Act) and/or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGORS is/are under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGORS is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been stated within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I/we the OBLIGOR/OBLIGORS do hereby undertake:

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE IN ALL CASES.
3. That the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does/do not has/have insurance coverage within the meaning of Employees' State Insurance Act,1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the

OBLIGOR/OBLIGORS.

5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.
8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal Renewable Energy Development Agency (WBREDA) as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS

Signature

WITNESS:

1) Name & Designation

Signature

1) Name & Designation

Signature

Completion Certificate

(On the letter head of the Purchaser)

Date:

Contract No.:

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to the General Conditions of the Contract entered into between your selves and the WBREDA dated *[date]*, relating to the *[brief description of the Works]*, we hereby notify you that the following part(s) of the Works was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Purchaser hereby takes over the said part(s) of the Works, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Works or part thereof: *[description]*

Billing Schedule Sl. No.	Description of item	Total	Quantity/Percentage (%)		
			Cumulative achieved up to last bill	Claimed in this bill	Cumulative achieved up to date

2. Date of Completion: *[date]*

3. Defects to be rectified, if any:

However, you are required to complete the outstanding items listed in the enclosure hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Works including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

.....

Title
(Project Manager)

Encl: List of outstanding items to be completed

Application for Payments

Site	:		Lot No	:	
Name of the Package	:		Date	:	
Name of Contractor	:		Contract No.	:	
Contract Value	:		Application Serial Number	:	

To

..... *

Dear Sir,

1. Pursuant to the above referred contract dated the undersigned hereby submit claim for payment of the sum of (Specify amount for which claim is made)
2. The above amount is on account of : (Check whichever is applicable)
Advance payment (Schedule**)
Interim payment as advance (Schedule**)
Progressive payment against receipt of equipment at site (Schedule**)
Progressive payment against erection (Schedule**)
Transportation
Insurance
Price adjustment
Extra work not specified in contract
(Ref. Contract change order No.....)
Others (specify)
Final payment (Schedule**)

as detailed in the attached Schedule(s) which form an integral part of this application

3. The payment claimed is as per item(s) No(s) of payment schedule annexed to the above mentioned Contract.
4. This application consist of this page, a summary of claim statement (**) and the following signed schedules:
 - 1)
 - 2)
 - 3)The following documents are also enclosed:
 - 1)
 - 2)
 - 3)

Signature and Seal of Contractor / Authorised Signatory

* Application for payment will be made to "Project Manager" designated for this purpose at the time of Award of Contract.

** Proforma for the summary of claim will be finalized during the finalization of the Contract Agreement.

Taking-Over Certificate

(On the letter head of the Purchaser)

Date:

Loan/Credit No:

Tender Notice No:

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to the General Conditions of the Contract entered into between yourselves and the Purchaser dated [date], relating to the [brief description of the Works], we hereby notify you that the Functional Guarantees of the following part(s) of the Works were satisfactorily attained on the date specified below.

1. Description of the Works: [description]

2. Date of Take-Over: [date]

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

.....

Title

(Project Manager)

No-Claim Certificate
(To be issued by the Contractor)

Name of the Package: LoA No. /Contract No.....

Name of the Contract: Date.....

This is to certify that we have received all payments due to us in respect of the above referred LoA/Contract and we have no claims whatsoever pending with WBREDA for this Contract.

We further confirm that we shall have no claim against this Contract in future also.

Date : (Signature).....

Place : (Name).....

(Designation).....

Indemnity bond to be executed by the contractor for the equipment handed over by the Purchaser for performance of its contract (Entire Equipment Consignment in one lot)

(To be executed on non-judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of 20 by(Contractor's Name) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its registered office at (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of West Bengal Renewable Energy Development Agency having its registered office at and its project at (hereinafter called "WBREDA " which expression shall include its successors and assigns) :

WHEREAS WBREDA has awarded to the Contractor a Contract forvide its Letter of Award/Contract No.....dated and its Amendment No. and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBREDA is required to hand over various Equipments to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WBREDA for the Equipments handed over to it by WBREDA for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipments")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (Currency and amount in Figures)..... (Currency and amount in words) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep WBREDA indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the Equipment etc. as per dispatch title documents handed over to the Contractor as detailed in the Schedule appended hereto. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of WBREDA.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at WBREDA project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the Works duly erected and commissioned in accordance with the terms of the Contract is taken over by WBREDA. The Contractor undertakes

to keep WBREDA harmless against any loss or damage that may be caused to the Equipments.

3. The Contractor undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That WBREDA is and shall remain the exclusive owner of the Equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, WBREDA shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of WBREDA to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of WBREDA as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to WBREDA without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WBREDA against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WBREDA, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

Schedule					
Particulars of Equipments handed over	Quantity	Particulars of Dispatch title Documents		Value of the Equipments	Signature of the Attorney in token of receipt
		RR/GR/ Bill of lading No & Date	Carrier		

For and on behalf of

.....

(Contractor's Name)

- | | | | |
|---|----|----------------|----------------------------|
| 1 | 1. | Signature..... | Signature..... |
| | 2. | Name..... | Name..... |
| | 3. | Address..... | Designation of |
| | | | Authorized representative* |
| 2 | 1. | Signature..... | |
| | 2. | Name..... | (Common Seal) |
| | 3. | Address..... | (In case of company) |

*Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

Indemnity bond to be executed by the contractor for the equipment handed over in instalments by the Purchaser for performance of its contract

(To be executed on non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of 20 by(Contractor's Name) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its registered office at (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of West Bengal Renewable Energy Development Agency having its registered office at and its project at (hereinafter called "WBREDA " which expression shall include its successors and assigns) :

WHEREAS WBREDA has awarded to the Contractor a Contract forvide its Letter of Award/Contract No.....dated and its Amendment No. and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBREDA is required to hand over various Equipments to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WBREDA for the Equipments handed over to it by WBREDA for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipments")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at Rs..... (amount in Figures) (amount in words) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep WBREDA indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the initial installment of the Equipment etc. as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge actual receipt of the subsequent installments of the Equipments etc. as required by WBREDA in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of WBREDA.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at WBREDA Site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the Works duly erected and commissioned in accordance with the terms of the Contract is taken over by WBREDA. The Contractor undertakes to keep WBREDA harmless against any loss or damage that may be caused to the Equipments.
3. The Contractor undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That WBREDA is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, WBREDA shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of WBREDA to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of WBREDA as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to WBREDA without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WBREDA against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WBREDA, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

Schedule No .1					
Particulars of Equipments handed over	Quantity	Particulars of Dispatch title Documents		Value of the Equipments	Signature of the Attorney in token of receipt
		RR/GR/ Bill of lading No & Date	Carrier		
(Please number subsequent Schedules)					

For and on behalf of

.....

(Contractor's Name)

- | | | |
|---|--|---|
| 1 | 1. Signature.....
2. Name.....
3. Address..... | Signature.....
Name.....
Designation of
Authorized representative* |
| 2 | 1. Signature.....
2. Name.....
3. Address..... | (Common Seal)
(In case of company) |

*Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

Authorization letter
(On the letter head of Purchaser)

Ref No:

Date:

To,

M/s (Contractor's Name).....

Ref: Contract NoDated
for awarded by WBREDA

Dear Sirs,

Kindly refer to Contract No..... Dated for..... (Contract Name).You are hereby authorised on behalf of WBREDA having its registered office at to take physical delivery of materials/equipments covered under dispatch Document/ Consignment Note no.....[mention LR/RR No].....dated and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Manager)

Designation:

Date:

ENCL: As above