

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

NOTICE INVITING TENDER

e-Procurement

NIT No: WBREDA /NIT-18/23-24 Date: 09-10-2023

Domestic Competitive Bidding

For

Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Rooftop Grid Connected Solar PV Power Plants each of array capacity 10 kWp & 50 nos. Rooftop Grid Connected Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

Bidding Document



October 2023

West Bengal Renewable Energy Development Agency (WBREDA)Bikalpa
Shakti Bhavan, J1/10, EP&GP Block,
Sector – V, Salt Lake, Electronics Complex, Kolkata – 700 091

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

Section Detail

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West Bengal Renewable Energy Development Agency
(An organization of Department of NRES Government of West Bengal)
BIKALPA SHAKTI BHAVAN, Plot – J1/10, Block – EP & GP, Sector – V, Salt Lake Electronic
Complex, Kolkata – 700 091

**ABRIDGED NOTICE INVITING e-TENDER
(Domestic Competitive Bidding)**

NieT No: WBREDA /NieT-18/23-24 date 09-10-2023

WBREDA invites e-tender for “Design & Engineering, Manufacture /Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal”. Detailed NIT may be seen & downloaded from WBREDA website(www.wbreda.org).

Interested bidders may obtain the bidding documents by registering themselves to the e-tendering portal (<https://wbtenders.gov.in>) and thereby downloading the bidding documents from **3:00 PM on 16-10-2023** and the offer shall be submitted online up to **04-12-2023 up to 4:00 PM**.

Sd/-

Superintending Engineer
WBREDA

BID DETAILS

Sl. No.	Aspect	Description of Aspect
1	NleT No.	WBREDA /NleT-18/23-24 Date : 09-10-2023
2	Name of work	Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal
3	Tender Fee (Non-refundable)	Rs. 5000.00 (Rupees five Thousand only)
4	Estimated Cost of the total Project	Rs.68,28,00,000.00 including all taxes and duties (Rupees sixty-eight crore twenty-eight lac only). Total Project capacity - 10 MW 10 kWp system -900 Nos. 2x10 kWp systems -50 Nos.
5	Quantity to be quoted by each bidder	Cumulative Capacity - 2.0MW (10 kWp – 200 nos.)
6	Estimated cost of the quantity to be Quoted by each bidder (reference to Sl: 5 of the table)	Rs. 13,65,60,000.00 inclusive of all taxes and duties.
7	Bid Security (Earnest Money Deposit-EMD)	Rs. 27,31,200.00
8	Validity of offer	180 (One Hundred and Eighty) days from the date of opening of Technical Bid.
9	Date of Commencement	From the date of issuance of Letter of Award (LoA).
10	Time of completion of work	As per schedule mentioned in the Tender
11	Defects Liability Period	60 calendar months from the date of commissioning of the power plant.
12	Tender Inviting Authority	The Superintending Engineer, West Bengal Renewable Energy Development Agency Bikalpa Shakti Bhavan, J1/10, EP&GP Block, Sector – V, Salt Lake Electronics Complex, Kolkata – 700 091 Website : www.wbreda.org Contact No. +913323575038/ +913323575348/ +913323575037 Email id : akd.wbreda@gmail.com

Definition of Terms

Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:

- 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) **“WBREDA”** shall mean “West Bengal Renewable Energy Development Agency”
- iii) **“Beneficiary”** shall mean “the institutions where the GRTSPV Systems shall be installed.
- iv) **“WBERC”** shall mean “West Bengal Electricity Regulatory Commission”
- v) **“DISCOM”** shall mean Electricity Distribution Company
- vi) **“WBSEDCL”** shall mean “West Bengal State Electricity Distribution Company”
- vii) **“CESC Ltd”** shall mean “Calcutta Electric Supply Corporation Ltd”
- viii) **“MNRE”** shall mean “ Ministry of New and Renewable Energy” , Government of India
- ix) **“GRTSPV”** shall mean “Grid Connected Roof Top Solar PV”
- x) **“Bidder”** shall mean Bidding Individual or a Bidding Firm or a Bidding Company or Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require. Bidder shall have legal statute as per relevant applicable law of India
- xi) **“Bidding Company”** shall refer to such single Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership having legal entities that has submitted the Bid in accordance with the provisions of this Tender
- xii) **“Bidding Consortium” or “Consortium”** shall refer to a group of legal entities that has collectively submitted the Bid in accordance with the provisions of this Tender (All of the member of Bidding Consortium must be registered in India)
- xiii) **“Member of a Bidding Consortium” or “Member” or “Consortium Member”**

shall mean each legal entity in the Bidding Consortium, which has executed the Consortium Agreement as provided in **Form-4** of this tender

- xiv) **“Lead Member of the Bidding Consortium” or “Lead Member”** shall mean the Member who submits the Bid and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement Specified in **Form** of this tender.
- xv) **“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.
- xvi) **Contract Document”** means the documents listed in of the Contract Agreement (including any amendments thereto)
- xvii) **“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 takeover 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.
- xviii) **“Contractor”** means the successful bidder and, in case of a Consortium 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.
- xix) **“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 Works
- xx) **“Letter of Award (LOA)”** means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBREDA will pay for the Works as per ITB
- xxi) **“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
- xxii) The **‘Engineer-in-Charge’/ ‘Controlling Officer’/ Project manager of WBREDA** shall mean the Engineer designated by the WBREDA or for the purpose of carrying out this contract.

- xxiii) **‘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.
- xxiv) 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.
- xxv) **‘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.
- xxvi) **‘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.
- xxvii) **‘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
- xxviii) 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.
- xxix) **‘Day’** means a calendar day beginning and ending midnight.
- xxx) **‘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.
- xxxii) **‘Week’** means seven consecutive calendar days.
- xxxiii) **‘Writing’** shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- xxxiiii) **‘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.

- xxxiv) **'Date of Contract'/'Commencement Date'** shall mean the as per Tender
- xxxv) **'Zero Date'** will be started as mentioned in the tender.
- xxxvi) **"Program"** means the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.
- xxxvii) **"GCC"** means the General Conditions of Contract hereof.xl)
- xxxviii) **"SCC"** means the Special Conditions of Contract.
- xxxix) **"ITB"** means Instruction to Bidder

- xl) **"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.

- xli) **"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.

- xlii) **"Approval"** shall mean the written approval of WBREDA and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.

- xliii) **"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.

- xliv) **"Labours"** 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 labours will be deemed to be employed primarily by the Contractor.

- xlvi) **'Plant'/'Equipment'/'Stores'** means and include plant and machineries to be provided under the contract.

- xlvi) **'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.

- xlvi) **"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.

- xlvi) **'Commissioning'** shall mean all equipment as per rated capacity has been installed to put the system in operation after all necessary initial tests, checks and adjustments and energy has flown into the grid as per terms of the order.
- xlix) **'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.

NOTICE INVITING TENDER

Section –I

West Bengal Renewable Energy Development Agency
(An organization of NRES Department Government of West Bengal)BIKALPA
SHAKTI BHAVAN, Plot – J1/10, Block – EP & GP,
Sector – V, Salt Lake Electronics Complex, Kolkata – 700 091

(Domestic competitive bidding)

NOTICE INVITING TENDER

For

Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Rooftop Grid Connected Solar PV Power Plants each of array capacity 10 kWp & 50 nos. Rooftop Grid Connected Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

NieT No: WBREDA /NieT-18/23-24 Date: 09-10-2023

1.1 Introduction

West Bengal Renewable Energy Development Agency herein after referred to as **WBREDA** invites e-tender (Submission of Bid through **online**) through Domestic Competitive Bidding (DCB) from eligible bidders for setting up of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp & 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal.

1.2 Title of the Work

Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

1.3 Brief Scope of the Work

The work is to be executed on turnkey basis. WBREDA will not supply any material departmentally. The scope of work will include but not limited to the followings:

- (a) Site visit and Detail field survey at the premises of the Prospective Beneficiaries [List of the prospective beneficiary will be provided by WBREDA]
- (b) Submission of site survey report as per format of WBREDA indicating technical suitability of site for installation of the Power Plant with roof plan.

- (c) Design of the system
- (d) Obtaining technical approval from WBREDA
- (e) Project Monitoring during implementation of the Project and during maintenance period.
- (f) Procurement and transportation of materials at site in properly packed condition of all equipment, materials and miscellaneous item required to complete the project
- (g) Receiving, unloading, pilfer proof and safe storage at site
- (h) Final check-up of equipment, installation, testing and commissioning of power plant and putting the system into successful functional operation.
- (i) Providing of training material to the end users during onsite training
- (j) Assisting Beneficiary in the process for obtaining Metering Facility from DISCOM.
- (k) Documentation
- (l) Handing over of power plant
- (m) Providing of routine and break down maintenance of grid connected solar PV power plants during comprehensive maintenance period.
- (n) Fulfillment of warranty obligation as may arise
- (o) 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 warrant for defect free operation of the materials supplied and workmanship towards erection for a period of **sixty (60) calendar months** commencing immediately from the date of Commissioning of the GRTSPV System.

The Complete work shall be done as per direction of Engineer-in-Charge.

In addition to facilitate the installation work following work may have to take up be the contractor as per site condition.

The activities, however, deemed to be included in the scoped of work.

- i. Tit bit repairing work mainly plastering, white washing, painting, mending good damages and other related miscellaneous work etc.
- 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.
- iii. Cleaning of site identified for installation of different components of the power plants as may be required
Detailed are available at the online e-tendering portal <https://wbtenders.gov.in>

1.4 Locations of Installation

Various institute and organizations anywhere in West Bengal

1.5 Validity of offer

The bids submitted by the bidder shall remain valid for a minimum period of **180 days** from the date of the opening of Technical Bid (online). However, it may have to be extended in case of exigencies with due intimation to successful bidder(s).

1.6 Total capacity of project

- i) Total Project capacity - **10 MW**
- ii) 10 kWp system -**900 Nos.**
- iii) 2X10 kWp systems -**50 Nos.**

1.7 Quantity to be quoted by each bidder:

Bidder shall have to quote for fixed quantity as follows:

Total 200 nos 10 kWp system which will include 10 kWp and 2X10 kWp system.

1.8 Estimated Cost

- a) Estimated total project cost for 900 nos 10 kWp and 50 nos. 2X10 kWp GRTSPV system is **Rs.68,28,00,000.00 (Rupees sixty-eight crore twenty-eight lac only) including taxes and duties**
- b) Estimated cost for quoted quantity i.e **200 nos** 10 kWp GRTSPV system to be quoted by each bidder is **Rs. 13,65,60,000.00 including all taxes and duties**

1.9 Cost of Tender Document (Tender Fee)

Cost of Tender document is **Rs 5000.00 (Five Thousand only)**. The cost of tender document is non-refundable. The tender fee may be remitted through online <https://wbtenders.gov.in>.

1.10 Bid Security (Earnest Money Deposit (EMD))

The Bid Security / EMD is Rs. 27,31,200.00. Necessary Earnest Money (EMD) may be remitted through online <https://wbtenders.gov.in>.

1.11 Other Details of Tender fees and Bid Security

1.12 Additional Performance Security (APS)

- a) If **L1 bidder** has quoted bid rate 80% or less of the estimated cost put to the tender then additional Performance Security @10% of the tendered amount have to be submitted by the bidder in the form of Bank Guarantee from any scheduled bank within 7 working days from the date of issuance of Letter of Acceptance by the bidder.
If the bidder fails to submit the Additional Performance Security within schedule time, his EMD will be forfeited.

The Additional Performance Security shall remain valid up to Defect Liability Period of **sixty (60) calendar months**, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.

- b) The above clause no 1.12 (a) of Additional Performance Security (APS) shall also be applicable on pro-rata basis for the bidders accepting the L1 price as per **clause no 1.16** "Distribution of Work".
- c) The format of Additional Performance Security is as per **Annexure 3** under **Section VII**

1.13 Schedule of Dates for e-Tendering

SL. NO.	PARTICULARS	DATE & TIME
1.	Documents download start date (Online)	16-10-2023 From 3:00 PM
2.	Last date of uploading Pre-bid Query	02-11-2023 upto 4:00 PM
3.	Pre- bid Meeting	03-11-2023 at 3:00 PM
4.	Bid proposal submission start date (Online)	10-11-2023 From 03:00 PM
5.	Bid proposal Submission end date (Online)	04-12-2023 up to 4.00 PM.
6.	Bid opening date for Techno - Commercial proposal (Online)	07 -12-2023 at 1:00 PM
7.	Date of Opening of financial bid	will be intimated later on

1.14 Place of Pre-bid meeting

West Bengal Renewable Energy Development Agency (WBREDA)Bikalpa Shakti Bhavan,
J1/10, EP&GP Block, Sector – V, Salt Lake Electronics Complex, Kolkata – 700 091

1.15 Completion time

Irrespective of quantity completion time shall be 365 days only from the date availability of site name from WBREDA. The completion time includes the time for survey.

In case of providing new list of sites after LoA (with first list of sites), Zero Date for new set of sites will be calculated from that date of providing new set of sites.

1.16 Distribution of Work

WBREDA will preliminary distribute the total work (900 nos 10 kWp and 50 nos. 2X10kWp GRTSPV system) during placement of LOA in the following manner

- i) **200 nos 10 kWp GRTSPV systems** will be awarded to L1 bidder at per lowest acceptable price schedule.
- ii) Balance work of **800 nos 10 kWp** will be awarded to rest of technically qualified Bidders equally of minimum quantity **160** nos. if they agree to accept the lowest acceptable price schedule without compromising the quality of work and without altering the original terms and conditions of the tender or any downward.
- iii) If there will be any residual quantity of work after initial distribution the residual quantity of work shall be distributed among L1 Bidder and other technically qualified Bidders mentioned under Sl No (ii) of 1.16 equally of minimum quantity 20 nos. based on the Bid rank.
- iv) If such situation is so aroused to distribute additional quantity of work over and above the quoted quantity, the respective bidder may opt to submit their consent to receive additional quantity of work by satisfying their credential with respect to the financial eligibility and submission of equivalent amount of additional EMD.
- v) If the performance of any contractor is not found satisfactory toward achievement during implementation of project, the allocation of the said contractor may be

reduced and may be reallocated to the well performing vendors. The performance of the contractor shall be judged on regular basis

1.17 Qualifying Requirement for Bidders

The Bidder must have to meet the following minimum qualification for the work as follows:

1.17.1 General Qualification

- i) **“Bidder”** shall mean Bidding Individual or a Bidding Firm or a Bidding Company or Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require. Bidder shall have legal statute as per relevant applicable law of India
- ii) **“Bidding Company”** shall refer to such single Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership having legal entities that has submitted the Bid in accordance with the provisions of this Tender
- iii) **“Bidding Consortium” or “Consortium”** shall refer to a group of legal entities that has collectively submitted the Bid in accordance with the provisions of this Tender (All of the member of Bidding Consortium must be registered in India)
- iv) **“Member of a Bidding Consortium” or “Member” or “Consortium Member”** shall mean each legal entity in the Bidding Consortium, which has executed the Consortium Agreement as provided in Form section of the tender of this tender
- v) **“Lead Member of the Bidding Consortium” or “Lead Member”** shall mean the Member who submits the Bid and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement Specified in **Form** of this tender.
- vi) Bidder must meet the eligibility criteria independently as Bidding Company or as a Bidding Consortium.
- vii) A Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - i. They have a controlling partner in common,
 - ii. They receive or have received any direct or indirect subsidy from any of them; or They have the same legal representative for purpose of this bid; or

- iii. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the WBREDA regarding this bidding process; or
- iv. A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a Bidding Consortium; or
- v. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid ; or
- vi. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid; or
- vii. An individual Bidder cannot at the same time be a member of a Consortium applying for the bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the same bid.

viii) If the Bidder is a Bidding Consortium then-

- i. Maximum four (04) members' consortium will be allowed.
- ii. All of the members of Bidding Consortium must be registered in India
- iii. Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for each member of the Consortium;
- iv. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format **Form-5** given in this NIEt, signed by All the members of the Consortium. The Lead Member shall incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Lead Member shall have main responsibility pertaining to execution of Project.
- v. The Lead Member shall be responsible for entire job. The Lead Member will fix the role and responsibility of each of the member of the consortium. At the time of acceptance of LoA, an agreement contains above should be there. Any deviation from the above said agreement till defect liability period will be treated as breach of contract and it may lead towards loss of eligibility of the bidder. It may result in termination of contract on part of WBREDA.
- vi. All the Consortium Members for any condition should fulfill the criteria as per NIEt except exclusively required for Lead Member of the Consortium.
- vii. Lead Member shall be solely responsible for timely completion of the project in all respect.
- viii. The Lead Member of the Bidding Consortium after the award and signing of the

Contract Agreement shall be obliged to continue to discharge their responsibility of the consortium for a period covering the entire project completion period including five (5) years of the comprehensive Maintenance period of the project.

- ix. An individual Bidder cannot at the same time be a member of a Consortium applying for the bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the same bid.
- x. No Change in the composition of the Consortium will be permitted by Bidders during the Selection Process and during the subsistence of the Contract (in case the successful Bidder is a consortium).
- xi. Members of the Consortium shall enter into an Agreement (herein after called as **Consortium Agreement**), for the purpose of submitting a Bid. The **Consortium Agreement**, to be submitted along with the Bid as per format **Form-4** of the NIE T
- xii. Bidders and all the “**Members of Bidding Consortia**” must have valid GST Registration, PF Registration other statutory registration for execution of this project as per laws of the land.

1.17.2 Minimum Financial Capability

The Bidder, who intends to participate in the Bid, must have to meet the following criteria:

- a) The bidder should have a Minimum Average Annual Turnover (MAAT) is **Rs.4,09,68,000.00** during any 03 (three) financial year out of last seven (07) consecutive year ending on 31st March 2022
- b) Bidder shall have the Liquid Asset (L.A) and /or evidence of access to or availability of credit facility of equivalent amount not less than Rs. **1.0 Crore**.
- c) Net Worth¹ during any 03 (three) financial year out of last seven (07) consecutive year ending on 31st March 2022 should be positive.
- d) In case a bid is submitted by a Consortium, “Lead Member of the Bidding Consortium” will fulfill the requirement of Para 1.17.2 (a) ,1.17.2(b) and 1.17.2(c) above.

1.17.3 Minimum Technical Capability

- a) The Bidder shall have experience in Supply, Installation & Commissioning Solar PV Power plants / Solar Pump of cumulative capacity of not less than **600 kW** anywhere in India under order of any Government Department / Government Own Company/ Government organization/ Government Institution/ Parastatal / under any

¹ “**Net worth**” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Government Program/ System connected to the DICOM Grid during preceding 07 (Seven) years ending last day of month previous to the one in which NIEt are invited. The minimum capacity of each PV power plant shall be of 5 kW /and for Solar Pump minimum array capacity shall be of 5 kWp.

- b) Bids may also be submitted by consortium with requisite technical qualification of the Members of the consortium as mentioned below:

At least one of the partner (s) of the bidding consortium should fulfill the requirements set forth in **Para 1.17.3(a)** above.

Or

All the partners of the bidding consortium should collectively meet qualification requirements set forth in **Para 1.17.3 (a)** above.

1.18 Additional Performance Security (APS)

- a) If **L1 bidder** has quoted bid rate 80% or less of the estimated cost put to the tender then additional Performance Security @10% of the tendered amount have to be submitted by the bidder in the form of Bank Guarantee from any scheduled bank within 30 working days from the date of issuance of Letter of Acceptance by the bidder.
- b) If the bidder fails to submit the Additional Performance Security within schedule time, his EMD will be forfeited.
- c) The Additional Performance Security shall remain valid up to Defect Liability Period of **sixty (60) calendar months,,** with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.
- d) The above clauses of 1.18 of Additional Performance Security (APS) shall also be applicable on pro-rata basis for the bidders accepting the L1 price as per **clause no 1.16** “Distribution of Work”.
- e) The format of Additional Performance Security is as per **Annexure 3 under Section VII**

1.19 Other Information

1.19.1 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. If the offer is submitted without or inadequate Bid Security (Earnest Money), the bid shall be considered as rejected. Incomplete offer will be liable for rejection.

1.19.2 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-6 and Form-7** not later than the date and time specified in NIEt. The soft copy of the same must be sent in spread sheet at the mail address: **akd.wbreda@gmail.com** WBREDA will issue clarification(s) as they 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. Any queries sent by the bidders after the date and time notified in NleT or any extended date, if any, shall not be entertained.

- 1.19.3** Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
- 1.19.4** If the dates of any offline activity (Pre-bid meeting, Last Date of submission of original Tender Fees, Earnest Money Deposit in original at the office etc) 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.
- 1.19.5** 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.
- 1.19.6** Joint Venture for this work will not be considered as a bidder.
- 1.19.7** Other information as well as terms and conditions, which are not covered in the NleT, 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 e-tender.

1.19.8 Help desk communication

You may contact with NIC help-desk for any assistance between 10:30 am to 5:30 pm in anyworking days (Monday to Friday). The contact details are as follows:

- a) Sri. Bhaskar Rao : 9051172998
b) Md. Habbibulla Rahaman : 9874961136

1.19.9 Address for communication

The Superintending Engineer
West Bengal Renewable Energy Development Agency
Bikalpa Shakti Bhavan,
J1/10, EP&GP Block, Sector –V,
Salt Lake Electronics Complex, Kolkata – 700 091
Website: www.wbreda.org
Contact No. +913323575038 /+913323576569 /+913323575037
Email id : akd.wbreda@gmail.com

Sd/-
Superintending Engineer
WBREDA

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section II

Instruction to the Bidder (ITB)

A. Introduction

2.1 Brief Scope of work (In General)

As mentioned in the Notice Inviting e- Tender (NIeT)

2.2 Qualification Requirement

As mentioned in the Notice Inviting e- Tender (NIeT)

2.3 Responsibility of bidders

2.3.1 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.

2.3.2 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

2.3.3 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 WBREDA. Neither any change in time schedule of Contract nor any financial adjustments arising thereof shall be permitted by WBREDA, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder.

2.4 Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of its 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

2.5 Contents of bidding documents

2.5.1 The scope of work, bidding procedures, Contract terms and conditions (GCC and SCC) 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 **SI No 2.9** of Instruction to the Bidder of the Tender

2.5.2 Section of the Bidding Document

Section I : Notice Inviting Tender (**NIT**)

Section II : Instructions to Bidders (**ITB**)

Section III : General Conditions of Contract (**GCC**)

Section IV : Special Conditions of Contract (**SCC**)

Section V : Technical specification

Section VI : **Forms** :

- 1 Bid Form(**Form-1**)
- 2 Statement of Similar Type of Order(s) executed **related to Technical QR (Form -2)**
- 3 Statement of Similar Type of Order(s) executed **related to Financial QR (Form -3) (Not applicable for this tender)**
- 4 Consortium Agreement (**Form-4**)
- 5 Power of Attorney (**Form-5**)
[Power of Attorney to be provided by the other members of the Consortium in favour of the Lead Member]
- 6 Format For Submission of Pre-Bid Queries(**Form-6**)
- 7 Format for Proposed modifications (**Form -7**)

Section VII :**Annexure:**

1. 'Letter of Award of Contract' – **Annexure-1**
2. Proforma of Contract Agreement -**Annexure-2**
3. Proforma of Bank Guarantee for Additional Performance Security - **Annexure-3**
4. Proforma of Bank Guarantee For Contract Performance- **Annexure-4**

The bidder must 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.

2.6 Site visit

2.6.1 The bidder should consider the geographical locations at various part of West Bengal 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.

2.7 Clarifications on bidding documents

- 2.7.1 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-6 and Form-7** not later than the date and time specified in NIT. The soft copy of the same must be sent in spread sheet format at the mail address : akd.wbreda@gmail.com
- 2.7.2 The WBREDA will issue clarification(s) as they 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.
- 2.7.3 Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

2.8 Pre-bid meeting

- 2.8.1 The bidder or its authorized representative should attend pre-bid meeting to be held on the date, time and location specified in NIT. 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. WBREDA shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders.
- 2.8.2 Any modification/amendment of the bidding documents shall be made by WBREDA exclusively through the issue of an amendment pursuant to **SI No 2.9** of Instruction to the Bidder of the Tender
- 2.8.3 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.
- 2.8.4 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 – 7 of Section VI** and submitted before the pre-bid meeting by the date specified in the NIT in line with **Sl. No.2.8.1 of ITB**.WBREDA 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.
- 2.8.5 Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after WBREDA has considered and or accepted such amendments.
- 2.8.6 **Place of Pre-bid meeting:** Mentioned in NIT.

2.9 Amendment of bidding documents

- 2.9.1** At any time, prior to the deadline for submission of bids, WBREDA 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.
- 2.9.2** The addendum/amendment will be intimated through e-tendering portal at corrigendum folder. WBREDA shall assume that the information contained therein have been taken into account by the bidder in its bid. WBREDA will bear no responsibility or liability arising out of non- cognizance of the same in due time or otherwise by the bidder.
- 2.9.3** 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.
- 2.9.4** 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

2.10 Document Constitute the Bid

2.10.1 Collection of Bid Document

The bidder can search & download NIET& 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.

2.10.2 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 WBREDA shall be written only in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

- 2.10.3** 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.

2.11 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 queries and proposed modification regarding tender must be submitted by writing as per format **(Form-6 and Form-7)** before pre bid meeting **SI No 2.8 of ITB**

2.12 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.

2.12.1 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.

2.12.2 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.

2.13 Bid Prices

2.13.1 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 the work on turnkey basis. This includes the acquisition of all permits, approvals and licenses etc as may be specified in the bidding documents and as applicable for this project as Law of Land. The bidder shall quote in the appropriate schedule the proposed bid price for the entire scope of work covered under the bidding documents.

2.13.1.1 Price Schedule : Price shall be quoted as per BOQ

2.13.1.2 The taxes, duties shall be incorporated in the quoted value as the rates in force on seven (7) days prior to the last date of submission of bids.

2.13.2 All the statutory obligations, levies taxes and duties etc. as per prevailing applicable laws, regulation and norms as applicable for this work as per laws of the land, shall be fulfilled and remitted by the contractor. The quoted amount must be inclusive of all

2.13.3 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.

2.13.4 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.

2.13.5 If any rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation.

2.13.6 Price Adjustment

Price quoted by the bidder shall be firm during the entire period of contact irrespective of

scheduled date of completion. **No price variation and price adjustment will be allowed for this entire work.**

2.14 Period of validity of bids

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.

- 2.14.1** 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 email 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 **SI No: 2.15 of ITB** regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

2.15 Bid Security

- 2.15.1** Bid security of the unsuccessful bidders will be released through online as per prevailing norms and procedure of e-tender.
- 2.15.2** The bid security of the successful bidder(s) will be will be released after submission of Performance Bank Guarantee.
- 2.15.3** If the bid security is not in adequate value the bid shall be rejected by the WBREDA and returned to the bidder after opening of Tender.
- 2.15.4** The bid security shall be forfeited in the following circumstances:
- a) If the bidder withdraws its bid as a whole or in part there of as per **SI No 2.19 of ITB**, during the period of bid validity specified by the bidder in its bid and/or,
 - b) If the offer of the bidder shall be rejected during bidding process due to **Corrupt or Fraudulent Practices** in accordance with **SI No 2.32 of ITB** and/or,
 - c) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid and/or,
 - d) If the bidder does not accept the correction of its bid price pursuant to **SI No 2.24 of ITB** and/or,
 - e) If the successful bidder fails to accept the Letter of Award (LoA) within the specified time limit and/or,
 - f) If the successful bidder fails to sign the Contract Agreement unconditionally within the specified time limit and/or,
 - g) If the successful bidder fails to furnish the Performance Bank Guaranty in accordance with Tender , within the specified time limit and/or
 - h) If the successful bidder fails to furnish the Additional Performance Security, if applicable, in accordance with **NieT**, within the specified time limit and/or
 - i) If the successful bidder will be Terminated in accordance with **SI No 3.42 of GCC**

2.15.5 No interest shall be paid by WBREDA on the bid security.

2.16 Signing of bids

All documents should be digitally signed by the bidders and uploaded.

D. Submission of Bid

2.17 Submission of Bid

2.17.1 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).

2.17.2 General process of submission

Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents up loaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all relevant 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.

The bidder needs to download the Forms / Annexure & fill up the particulars in the designated Cell and also up load the same in the designated location of Technical Bid. The bidder needs to down load the BOQ, fill up the BOQ in the designated Cell and upload the same in the designated location of Financial Bid in Excel.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC).

2.17.2.1 Bid Submitted by a Bidding Consortium

The Bid shall contain legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the “**Lead Member**”(Form -4).Each Member of the Bidding Consortium shall duly sign the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and may be rejected. (in the “**Form**” folder of statutory cover)

The “**Lead Member**” of the Bidding Consortium shall only be liable for the Bid.

The Consortium Agreement shall not be amended.

Power of Attorney shall be provided to the lead member by the other member of the Consortium as per Form-5

In case of Bid being submitted by a Consortium, the “**Lead Member**” of the Consortium shall be the single point of contact for the purposes of the Bid process. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of WBREDA.

2.17.2.2 A Bidder shall submit Bid either as Bidding Company or as a Member of a Bidding Consortium but not the both.

2.17.3 The offer contain two Proposal: a) Technical Proposal , b) Financial Proposal

2.17.3.1 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

2.17.3.1.1 Statutory Cover : Statutory Cover contain one folder.e“Form” Folder

2.17.3.1.1.1 To be submitted in “Forms” folder

- i. Bid Form **(Form-1)**,
- ii. Statement of Similar Type of Orders Executed. [Applicability up to the extent of meeting Technical QR]. **(Form -2)**.
- iii. Consortium Agreement **(FORM 4) (For Consortium Bidder only)**
- iv. Power of Attorney to Lead member of the Consortium bidder **(FORM-5)[For Consortium Bidder Only)**

(Above documents are to be uploaded, virus scanned and digitally signed by the bidder as per instruction in the forms)

2.17.3.1.2 Non statutory Cover (My Document)

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A	Company Detail(s)	Company Details	1. Certificate of Incorporation / Memorandum of Association / Article of Association / Partnership Deed or any other relevant document(s) as per General QR [For bidding consortium these documents must be submitted for all the Members of Bidding Consortium]

Sl. No.	Category Name	Sub-Category Description	Detail(s)
B	Credential	Technical	<p>1. 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].</p> <p style="text-align: center;">AND</p> <p>Corresponding Copy of the Completion Certificate(s) /Commissioning report signed by the Purchaser / Ordering Authority to substantiate the proof of completion of the work [Applicability up to the extent of meeting Technical QR].</p>
C		Financial	<p>1. Copy of the Audited Balance Sheet & Statement of Profit & Loss A/c. [Applicability up to the extent of meeting Financial QR]. For Consortium, Lead Member only.</p> <p>2. Copy of the ITR Acknowledgement for the Assessment year 2022-23. [For Consortium, Lead Member only]</p> <p>3. Certificate of Chartered Accountant / Chartered firm i.r.o “Liquid Asset” and /or Bank Solvency Certificate issued by bank as evidence of access to or availability of credit facility. (Certificate must be issued within last six month from the date of issuance of the NIeT) <i>[Applicability up to the extent of meeting Financial QR].</i></p>

2.17.3.2 **Financial Proposal**

The Financial Proposal shall contain “Price Bid” in the standardized format.

2.17.3.2.1 **BOQ:** The BOQ to be filled up and upload is in form of Excel file in the BOQ folder (Cover)

2.18 **Deadline for Submission of bids**

2.18.1 Bids must be submitted online at e-tendering portal address specified in **NIeT** not later than the time and date mentioned in **NIeT**.

2.18.2 The WBREDA may, at its discretion, under intimation to the 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

- 2.18.3** 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.

2.19 Withdrawal of bids

The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NleT) and the period of bid validity. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security (EMD).

E. Opening and evaluation of tender

2.20 Bid Opening

- 2.20.1** 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 NleT or on the date and time as intimated to the bidder. The bidders' representatives who desire may attend/witness the bid opening event through e-tendering portal at their respective end.
- 2.20.2** Bids that are not opened at the bid opening time 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.
- 2.20.3** 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.
- 2.20.4** On the date of opening of bid, the technical 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 technical evaluation
- 2.20.5** In the event, WBREDA, in its discretion, decides not to open the bid for want of adequate response to the bidding, WBREDA may either extend the bid submission deadline or cancel the bidding process.

2.21 Process to be confidential

- 2.21.1** Subject to **SL No 2.22 of ITB**, no bidder shall contact WBREDA on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.

2.21.2 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.

2.22 Clarification of bids

2.22.1 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 **SL No. 2.22.2 of ITB** . 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.

2.22.2 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.

2.22.3 In case WBREDA observes that the L1 bidder has quoted abnormally low bid in comparison with WBREDA's cost estimate, the bid will be compared to the average of bid prices quoted by the other bidders. WBREDA then, may ask the L1 bidder to produce detailed price analysis to demonstrate the justification.

2.23 Determination of responsiveness

2.23.1 WBREDA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, 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 as per applicability.

2.23.2 A substantially responsive bid is one which conforms to all the terms& conditions and Specifications of the bidding documents without material deviation or reservation. WBREDA's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

2.23.3 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.

2.23.4 WBREDA may waive any minor infirmity, non-conformity 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 **SI No 2.26 and 2.27 of ITB**.

2.23.5 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 the bidder by correction.

2.24 Correction of arithmetical errors in price bid

- 2.24.1** 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.
- 2.24.2** However price bid evaluation shall be done as per provision of the norm of e-tendering procedure.
- 2.24.3** In case of any claim of Statutory Variations, the Vendor must submit documentary evidence for rate quoted in the Bid and also for statutory variations of the rate quoted.

2.25 Time Schedule

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule **specified in 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.

- 2.25.1** WBREDA will carry out a detailed evaluation of the bids determined to be substantially responsive as per **SL No 2.23 of ITB** 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.
- 2.25.2** WBREDA 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**.
- 2.25.3** 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 WBREDA will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

2.26 Comparison of bids

- 2.26.1** The bids shall be compared on the basis of lump-sum prices for the entire scope of the Works as defined in the bidding documents.
- 2.26.2** 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. **'Evaluated Bid Price'** shall mean the price quoted by each bidder in his proposal for the complete scope of work, as corrected by WBREDA during evaluation.

F. Award of Contract

2.27 Award Criteria

- 2.27.1** WBREDA 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. WBREDA shall be the sole judge in this regard.

- 2.27.2** For the purpose of determining the capability and capacity of the bidder to perform the Contract, WBREDA 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.

2.28 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.

2.29 Letter of Award

- 2.29.1** WBREDA may invite the successful bidder 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/ email, 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.

- 2.29.2** **Within ten (10) days of receipt of the LoA**, the successful bidder/ Lead Member of the successful Bidding Consortium shall sign and return one (1) photocopy of the same to WBREDA as acknowledgment of acceptance of the same.

- 2.29.3** In case of the successful bidder is a Consortium Bidder , the LOA shall be placed in the name of **the Lead Member of the Consortium**

- 2.29.4** The Work shall be distributed among more than one bidder as mentioned in the NIEt

- 2.29.5** The LoA will constitute the formation of the Contract as per provisions of the tender.

2.30 Signing of Contract Agreement

- 2.30.1** A Single Contract shall be signed against the LOA.

- 2.30.2** Original Contract Agreement (on judicial stamp paper of appropriate value) shall be signed by the contractor and shall be submitted the same to WBREDA within **30 Days from** the from the date of acceptance of LoA

- 2.30.3** WBREDA shall sign the Contract Agreement and return a copy of the same to the contractor.

- 2.30.4** The Contractor shall provide free of cost to the purchaser four (04) copy of complete set of tender documents in sextuple to form a part of contract document immediately after issuance of this Letter of Award.

2.31 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, WBREDA reserves the right to reject such bid and/or cancel the LoA, if issued without assigning any reason what-so-ever.

2.32 Corrupt or Fraudulent Practices

2.32.1 WBREDA requires that the bidders/Contractors observe the highest standard of ethics during the procurement and execution of the Contracts.

2.32.1.1 In pursuance of this policy, WBREDA defines, for the purposes of this provision the terms set forth below as follows:

1. **“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.
2. **“Fraudulent practice”** means a misinterpretation of facts in order to influence the procurement process or the execution of a Contract to the detriment of WBREDA, 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 WBREDA of the benefits of free and open competition

2.32.1.2 WBREDA 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.

2.32.1.3 WBREDA 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 WBREDA

2.32.2 The bidders shall make themselves aware of the provision contained in relevant clauses of GCC

Section – III

General Condition of Contract (GCC)

A. Contract and Interpretation

3.1 Contract documents

3.1.1 Subject to 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.

3.1.2 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.

3.1.3 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.

3.1.4 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.

3.2 Notice

3.2.1 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

3.2.2 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, Registered post, special courier, fax followed by post confirmation or cable, telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI)/email to the address of the relevant party as mentioned in SCC

3.2.3 Any notice sent by cable, telegraph, facsimile EDI or email shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract

3.2.4 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.

3.2.5 Any notice delivered personally or sent by fax /email shall be deemed to have been delivered on date of its dispatch.

3.2.6 Either party may change its address at which notices are to be received by giving ten (10) days notice to other party in writing.

3.3 Interpretation

3.3.1 Singular and Plural : The singular shall include the plural and the plural the singular, except where the context otherwise requires

3.3.2 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

3.3.3 Persons: Words importing persons or parties shall include firms, corporations and government entities.

3.3.4 Construction of Contract : The Contracts to be entered into between the Purchaser and the successful bidder after placement of LoA

3.3.5 The award of all part of the 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 part of the Contract shall automatically be construed as a breach of the other part of the Contracts which will confer a right on the Purchaser to terminate the Contract also at the risk and the cost of the Contractor.

3.3.5.1 If the successful bidder is a Bidding Consortium, the work will be awarded to the Lead Member and the Contract Agreement will be signed by the Lead Member of the successful bidding consortium.

3.3.6 Entire Agreement

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

3.3.7 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.

3.3.8 Independent Contractor

The Contractor shall be an independent Contractor [in case of consortium the lead member] performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

The Contractor shall be an independent Contractor performing the Contract.

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, associates 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.

3.3.9 Consortium

3.3.9.1 If the bidders formed a Consortium of number of member guided by the NIEt for implementing this Solar Power Project:

- (a) These persons shall, without prejudice to the provisions of this Agreement, be deemed to be jointly and severally liable to the PURCHASER for the performance of the Agreement; and
- (b) The Contractor shall ensure that no change in the composition of the Consortium is effected without the prior consent of the PURCHASER

3.3.9.2 In case of Consortium, without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the PURCHASER shall be entitled to rely upon any such action, decision or communication of the Lead Member only. The PURCHASER shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter allocation of payments among members of the Consortium.

If member of the consortium fails to perform satisfactorily then the Lead Member will be liable and responsible for completion of the project.

3.3.9.3 If any member of the consortium shall participate in the bidding as a “Biding Company” or member of any other bidding consortium all the bids of the said participating member shall be treated as non-responsive

3.3.9.4 Issue of LoA and Contract agreement will be done with the Lead Member only

3.3.10 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.

3.3.11 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.

3.4 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.

3.5 Disputes

3.5.1 Amicable Settlement

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

a) If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee of Purchaser, in writing, for written instruction or decision. There upon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three(03) months from the date of receipt of the Contractor's letter.

b) However, unless both Parties agree otherwise, either party may approach Court of law if any of them is aggrieved on or after the fifty-sixth day after the day on which notice of dissatisfaction and intention to approach Court of law was given, even if no attempt at amicable settlement has been made.

c) Notwithstanding any disputes with reference to the Contract pending for amicable settlement 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.

3.5.2 Jurisdiction matter

Either party may approach Court of law if any of them is aggrieved. All litigation matters between the parties if any shall be held in any Court in Kolkata under the superintendence of Calcutta High Court.

3.6 Compliance with Laws

3.6.1 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.

3.6.2 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.

3.6.3 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 **Clause No 3.8 of GCC** hereof.

B. Subject matter of Contract

3.7 Scope of Works

3.7.1 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 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.

3.7.2 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.

3.7.3 The Contractor agrees to supply spare parts required for the operation and maintenance of the Works.

3.7.3.1 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.

3.7.3.2 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.

3.7.3.3 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.

3.7.3.4 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.

3.7.3.5 The quality plan and the inspection requirement finalized for the main Equipment/ Materials will also be applicable to the corresponding spares.

3.7.3.6 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.

3.7.3.7 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 will 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.

- 3.7.3.8** 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.
- 3.7.3.9** 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
- 3.7.3.10** 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

3.8 Obligations of the Contractor

- 3.8.1** 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.
- 3.8.2** 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.
- 3.8.3** 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.
- 3.8.4** 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.

3.8.5 Contractor shall be responsible for all necessary statutory compliance in respect of the employees deployed by them or by the sub-contractor(s) to execute the contract.

3.9 Obligations of the Purchaser

3.9.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser as described in to the Contract Agreement, except when otherwise expressly stated in the Contract.

3.9.2 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. The Purchaser shall give full possession of an accord all rights of access thereto on or after the date(s) of issuance of LoA.

3.9.3 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).

3.9.4 Without prejudice to the obligations of the Contractor under the Contract Agreement, if requested by the Contractor, the Purchaser shall use its best endeavor 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.

C. Payment

3.10 Contract Price

3.10.1 The Contract Price shall be as specified in the Contract Agreement

3.10.2 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.

3.11 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. 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.

3.12 Securities

3.12.1 Advance Payment Security (Not applicable for this tender)

Deleted

3.12.2 Contract Performance Guarantee

3.12.2.1 The Contractor shall furnish an unconditional and irrevocable Bank Guarantee in favour of the Purchaser as per **Annexure**, 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. Initially the Performance Guarantee shall be of minimum five (05) years. Before expiry of Performance Bank Guarantee the Contractor have to extend the Performance Bank Guarantee or submit the fresh Performance Bank Guarantee.

3.12.2.2 In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional PBG is to be submitted as per terms of **GCC Clause no: 3.12.2.1** for all such excess/ and supplementary works beyond the tendered amount before payment of final bill.

3.12.2.3 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.

3.12.3 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.

3.12.4 Forfeiture of Contract Performance Bank Guarantee

Contract Performance Bank Guarantee shall be forfeited if,

- i. The successful bidder do not execute the work after placement of Letter of Award (LOA) and/or,

- ii. The successful bidder will discontinue the work without prior permission of PURCHASER and/or,
- iii. The successful bidder fails to install/procure the total capacity of the plant as mentioned in the Bid Document or LOA and/or,
- iv. The successful bidder fails to submit a fresh BG prior to 15 (fifteen) days of expiration of the previous one against performance security of appropriate amount as per the terms and conditions and/or,
- v. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period and /or,
- vi. The successful bidder fails to provide proper maintenance service during Defect Liability Period.

3.12.5 Additional Performance Security (APS)

- f) If **L1 bidder** has quoted bid rate 80% or less of the estimated cost put to the tender then additional Performance Security @10% of the tendered amount have to be submitted by the bidder in the form of Bank Guarantee from any scheduled bank within 30 working days from the date of issuance of Letter of Acceptance by the bidder.
- g) If the bidder fails to submit the Additional Performance Security within schedule time, his EMD will be forfeited.
- h) The Additional Performance Security shall remain valid up to Defect Liability Period of **sixty (60) calendar months,,** with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.
- i) The format of Additional Performance Security is as per **Annexure 3 under Section VII**

3.12.6 Forfeiture of Additional Performance Security (APS)

Additional Performance Security shall be forfeited if,

- i. The successful bidder do not execute the work after placement of Letter of Award (LOA) and/or,
- ii. The successful bidder will discontinue the work without prior permission of PURCHASER and/or,
- iii. The successful bidder fails to install/procure the total capacity of the plant as mentioned in the Bid Document or LoA and/or,
- iv. The successful bidder fails to submit a fresh BG prior to 15 (fifteen) days of expiration of the previous one against performance security of appropriate amount as per the terms and conditions and/or,
- v. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period and/or,
- vi. The successful bidder fails to provide proper maintenance service during Defect Liability Period.

3.13 Taxes, Duties and other Levies

- 3.13.1** 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.
- 3.13.2** 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 as per provision of **G.O number 31011/11/2018-ST-1-DoR Dated 14/09/2018** deduction of TDS under GST shall be made by the purchaser.
- 3.13.2.1** 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)

D. Intellectual Property

3.14 Patent Rights & Royalties

- 3.14.1** 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.
- 3.14.2** 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.

- 3.14.3** If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in **GCC**, 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.
- 3.14.4** 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.
- 3.14.5** 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.
- 3.14.6** 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.

3.15 Confidential Information

- 3.15.1** 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 **GCC**.
- 3.15.2** The obligation of a party under **Clause 3.15.1** above, however, shall not apply to that information which
- a) now or hereafter enters the public domain through no fault of that party

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

3.15.3 The above provisions of this **GCC Clause 3.15** 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.

3.15.4 The provisions of this **GCC Clause 3.15** shall survive termination, for whatever reason, of the Contract

3.16 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

3.17 Purchaser's representative

3.17.1 The Purchaser may appoint an officer designated as the **Project Manager / Controlling Officer / Engineer-in-charge** who shall carry out the functions and obligations of the Purchaser under the Contract. In case no appointment of Project Manager the controlling officer will act as Project Manager.

3.17.2 The Purchaser may from time to time appoint some other person as the Project Manager / Controlling officer / Engineer-in-Charge 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.

3.17.3 Any decision, instruction or approval given by the Controlling Officer /Project Manager / Engineer-in-Charge to the Contractor shall have the same effect as though it had been given by the Purchaser

3.17.4 All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/Project Manager/ Engineer-in-Charge, 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/Controlling officer, except as herein otherwise provided.

3.17.5 The Project Manager/Controlling officer/ Engineer-in-Charge may authorize his representative as site-in-charge for the Works. The Project Manager / Controlling officer / Engineer-in-Charge will also be the consignee officer for the Works.

3.18 Contractor's representative

- 3.18.1** 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 **GCC Sub-Clause Sl. No. 3.18.1 of GCC** shall apply thereto.
- 3.18.2** 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 Manage / Controlling officer / Engineer- in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.
- 3.18.3** 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.
- 3.18.4** 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 **SL No 3.18.1 of GCC**
- 3.18.5** 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 SL. No 3.18.5 of GCC** shall be deemed to be an act or exercise by the Contractor's representative.
- 3.18.6** 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.
- 3.18.7** 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 **the clause of GCC**. The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.

3.18.8 If any representative employed by the Contractor is removed in accordance with **SI No 3.18.7 of GCC**, the Contractor shall, where required, promptly appoint a replacement

3.19 Programme

3.19.1 The Contractor shall supply to the Purchaser and the Project Manage / Controlling officer / Engineer- in-Charge 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.

3.19.2 The Contractor shall submit to the Purchaser for his approval the Program schedule after placement of LoA, with respect to Contract, where such program schedule is required, which shall, inter alia, contain the following:

- 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

3.19.2.1 The Program so submitted by the Contractor shall be in accordance with the Time Schedule 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 **the clause of GCC, and** shall submit all such revisions to the Project Manage / Controlling officer / Engineer- in-Charge.

3.19.3 Progress Report: The Contractor shall monitor progress of all the activities specified in the Program, and supply a progress report to the Project Manage / Controlling officer / Engineer- in-Charge every month, with a copy to officials as mentioned in the SCC.

3.19.4 The progress report shall be in a form acceptable to the Project Manage / Controlling officer / Engineer- in-Charge.

3.19.5 Progress of Performance : If at any time the Contractor's actual progress falls behind the Program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Purchaser or the Project Manage / Controlling officer / Engineer- in-Charge, prepare and submit to the Project Manage / Controlling officer / Engineer- in-Charge a revised Program, taking into account the prevailing circumstances, and shall notify the

Project Manage /Controlling officer / Engineer- in-Charge 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 as per clause **of GCC**.

3.20 Design and Engineering

3.20.1 The Contractor shall submit to the Purchaser for approval:

- a. Within the time given in the Contract or in the Program such documents 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
- 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.

3.20.2 The Contractor shall prepare (or cause its Sub-contractors to prepare) and furnish to the Project Manage /Controlling officer / Engineer- in-Charge the documents, including Manufacturing Quality Plan and Field Quality Plan wherever required, for its approval or review as specified and as in accordance with the requirements as per clause **of GCC**.

3.20.3 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 Manage / Controlling officer / Engineer- in-Charge approval thereof

3.20.4 The Contractor shall supply additional copies of approved documents in the format and numbers stated in the Contract.

3.20.5 The Schedule and Procedure of Documents Approval shall be finalized at the **Kick off** meeting and also Contract Coordinate Procedure (CCP) shall be prepared.

3.20.6 Type of Approval

“A–Approved”

“B–Approved” subject to incorporation of comments/modifications in Final Documents as well as implementation of those comments during manufacture or services as applicable

“C– Returned” with comments for re-submission after incorporation of corrections.

“ I” – Information only

3.20.7 If any dispute or difference occurs between the Purchaser and the Contractor in connection with or arising out of the disapproval by the Project Manage /Controlling officer / Engineer-in-Charge 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 the clause **of GCC** 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.

3.20.8 The Project Manage / Controlling officer / Engineer- in-Charge 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/Controlling officer.

3.20.9 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

3.20.10 Design and Drawing: The contractor shall have to prepare and submit the designs and drawings associated with civil, mechanical, electrical and other work which includes design of foundation, structure cable sizing, fabrication work, layout design, wiring diagram etc. and obtain approval prior to the execution of work and for this purpose the contractor shall submit Detailed Design Report for obtaining approval from PURCHASER. The contents of the **Detailed Design Report** shall be as mentioned in the scope of as per clause **of GCC**

Materials: Contractor shall obtain prior approval for the materials deliverable under the project from **PURCHASER** as mentioned in the technical specification.

3.20.11 Detailed Design Report (DDR) :Contractor shall prepare and submit the Detailed Design Report to PURCHASER which must contain, schedule of site works, detailed specifications of each equipments and works (*as mentioned in the technical specification chapter of the tender document*), all necessary drawings and associated calculations for selection of different equipments for the plant based on the site location and relevant code of practice.

3.21 Procurement

3.21.1 The Contractor shall manufacture or procure and transport all the Equipment/Materials in an expeditious and orderly manner to the Site.

3.21.1.1 Defective Material : If in the opinion of the Engineer, any of the machineries/ equipment/ materials etc. brought to the site for use are not of the quality or kind specified in the contract and/or are unfit for the work, he will be at liberty to order the removal of the said items and the contractor shall remove the same within twenty four (24) hours after notice has been given to him and if he fails to remove them within the time the engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract. In such case, items as prescribed by the Controlling Officer or his representative are to be substituted immediately.

3.21.2 Transportation

- 3.21.2.1** 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
- 3.21.2.2** 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.
- 3.21.2.3** 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
- 3.21.2.4** 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.

3.22 Contractor's Construction Management

3.22.1 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.

3.22.2 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 Work.

A detailed implementation procedure with layout and other technical details is to be submitted to PURCHASER. Implementation shall be done as per approved procedure of PURCHASER.

3.22.3 Labour

- 3.22.3.1 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 having the necessary skills
- 3.22.3.2 Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labours, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- 3.22.3.3 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 labours and personnel to be employed on the Site.
- 3.22.3.4 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
- 3.22.3.5 The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Sub-contractors.
- 3.22.3.6 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.

3.22.4 Contractor's Equipment

- 3.22.4.1 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.
- 3.22.4.2 Contractor's all 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.

3.22.4.3 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.

3.22.5 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.

3.22.6 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.

3.22.7 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.

3.22.8 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.

3.22.9 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.

3.22.10 Authority of Access

No persons other than the employees of the Contractor or his authorized representative shall be allowed at the Site. Purchaser or his representative shall have access to the work sites at any time.

3.22.11 Emergency work

3.22.11.1 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

3.22.11.2 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.

3.23 Inspection & Testing

3.23.1 Inspecting Agency

The Purchaser may delegate inspection and testing to an outside agency in place of personnel of PURCHASER.

3.23.2 Inspection and Testing During Manufacture

3.23.2.1 The Purchaser or its 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

3.23.2.2 No such inspection, examination or testing shall relieve the Contractor of his obligation under the Contract regarding quality of material and soundness of manufacture.

3.23.2.3 No inspection call will be valid before drawings are approved with put comments.

3.23.2.4 Dates for Inspection and Testing

After getting the related drawings approved, 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.

3.23.3 Facilities For Testing

3.23.3.1 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.

3.23.3.2 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 Headquarters, including boarding and lodging local transport with comfort at the place of inspection and transit, if any, for the purpose of Inspection and testing anywhere in India or outside India.

3.23.3.3 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.

3.23.3.4 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. Any expenses incurred for random sample testing at Govt. recognized test laboratories will be borne by the contractor.

3.23.4 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 as mentioned in other part of this tender.

3.23.5 Test Report

3.23.5.1 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/IEC accredited laboratory on Equipment / Materials of identical design conforming to our Technical Specification, along with submission of drawing during detailed engineering stage.

3.23.5.2 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:

- a) Complete identification, date and Serial No.
- b) Method of application where applied, duration and interpretation of each test.

3.23.6 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 2nd time**, the related supplier shall be rejected immediately and the Contractor will be required to furnish the name of another supplier 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.

3.23.7 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 **two (2) copies** of Test Reports for approval of Purchaser. The Purchaser in turn will approve the same. The Contractor shall provide the Purchaser with **two (02) copies** of Approved Reports of all inspection and tests.

3.23.8 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.

3.23.9 Covering Up

3.23.9.1 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.

3.23.9.2 The Contractor shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing.

3.23.9.3 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 Program submitted.

3.23.10 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.

3.24 Tests on Completion

3.24.1 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.

3.24.2 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

3.24.3 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.

3.24.4 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.

3.24.5 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 **SI No. 3.24 of GCC**, the Purchaser, after due consultation with the Contractor, shall be entitled to:

- a) Order one further repetition of the Tests under the conditions of **SI No. 3.24 of GCC**, 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 **SL No. 3.25 of GCC**, 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 **SI No. 3.5 of GCC**. 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.

3.25 Rejection

3.25.1 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.

3.25.2 If, as a result of an examination/testing, any plant, materials, design or workmanship is found defective and/or not in accordance with the Contract, the PURCHASER may reject the plant, materials, design or workmanship by giving notice with reasons. The Contractor shall then promptly make good the defect and/or ensure that the rejected/replaced item complies with the Contract.

3.25.3 If PURCHASER requires this plant, materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause PURCHASER to incur additional costs, the Contractor shall subject to pay these costs to PURCHASER

3.26 Permission to Deliver

3.26.1 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.

3.26.2 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 have been arrived and been stored.

3.27 Completion of Works

3.27.1 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.

3.27.2 **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.

3.27.3 For 'Works' not involving Commissioning

3.27.3.1 Within **fifteen (15) days** of intimation from the Contractor regarding completion of Works, the Project Manager / Controlling officer or his representative shall cause to inspect the Works to verify the completion status, in presence of the Contractor's representative.

- 3.27.3.2** 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.
- 3.27.3.3** 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.
- 3.27.3.4** The provisions contained in **SI No 3.27.3.1 to 3.27.3.3 of GCC** 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.

3.28 Taking Over

- 3.28.1** 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.
- 3.28.2** On successful completion of Works or any part thereof as provided in **SI No. 3.28.1** 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 reasons and specifying the work required to be done by the Contractor to enable the TOC to be issued.
- 3.28.3** 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:
- a) The Works under the Contract have been satisfactorily completed by the Contractor as per the provisions of Contract.
 - b) Submission of required number of reproducible of approved as-built drawings (hard copies & soft copy), 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
 - c) 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.

- d) All the defects have been rectified to the complete satisfaction of the Project Manager/ Controlling officer/ Engineer-in-Charge.

3.28.4 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.

3.28.5 Notwithstanding the above mentioned provisions, the issuance of TOC (Taking Over Certificate) 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.

3.28.6 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

3.29 Liquidated Damages

3.29.1 If the Contractor fails to attain Completion of the Works or any part thereof within the time for Completion or any extension thereof as per clause **of GCC** 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.

3.29.2 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.

3.29.3 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 **the clause of GCC** will be recovered.

3.29.4 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 **clause of GCC**

3.29.5 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 **clause of GCC** 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:

- a) Total delay that has occurred in a Contract = A
- b) Cumulative period of delay on account of Force Majeure = B
- c) Cumulative period of delay on account of PURCHASER = C
- d) Concurrent cumulative period in (b) & (c) = X
- e) Cumulative period of delay on account of Force Majeure and PURCHASER = B+C-X
- f) Net period of delay attributable to the Contractor , $Z = A-(B+C-X)$

While calculating the period of delay, all delays, which are not found to be directly contributing in extension of completion period, will be ignored.

3.29.6 In case the period Z, arrived at as per **SI No3.29.5 of GCC**, 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.

3.29.7 PURCHASER will examine the loss suffered on account of the delay Z

3.29.8 Calculation of Liquidated Damages: @ 2% (Two percent) of the Contract Price of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of upto 5% of executed work value. LD calculation done for individual site.

3.29.9 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.

3.29.10 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.

3.29.11 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.

3.30 Defects Liability

3.30.1 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.

3.30.2 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.

3.30.3 If during the Defect Liability Period any defect is 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.

3.30.4 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 SI No. 3.31 of GCC**. 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.

3.30.5 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.

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.

3.30.6 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 more 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.

3.30.7 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.

3.30.8 Except as provided in **Clauses SI No 3.30 and SI No 3.35 of GCC**, 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

3.30.9 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 **SL No 3.30.2 of GCC**

3.30.10 Defects Liability Certificate and No-Claim Certificate

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 ninety (90) 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. 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.

3.31 Limitations of Liability

3.31.1 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.

3.31.2 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.

G. Risk Distribution

3.32 Transfer of Ownership

3.32.1 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.

3.32.2 Ownership of the Contractor's moveable Equipment used by the Contractor in connection with the Contract shall remain with the Contractor or its Sub-contractors.

3.32.3 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.

3.32.4 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 **Clause of GCC** hereof until Completion of the Works or the part thereof in which such Equipment/Materials are incorporated.

3.32.5 In case of two/three Contracts entered into between the Purchaser and the Contractor as per **clause of GCC** 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.

3.33 Risk and Responsibility

3.33.1 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 **SI No 3.33.2 of GCC**
- b) **the Contractor:** the Contractor's Risks as specified in **SI No.3.33.3 of GCC**

3.33.2 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.

3.33.3 Contractor's Risks

3.33.4 The Contractor's Risks are all risks other than those identified as the Purchaser's Risks.

3.34 Care of Works

3.34.1 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 **SL no. 3.34.2 of GCC**

3.34.2 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 completion of Comprehensive Operation and Maintenance Period 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.

3.34.3 Making Good Damage

3.34.3.1 Before risk transfer date

- 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
- 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 **SI No. 3.5 of GCC.**

3.34.3.2 After risk transfer date : To making good forthwith loss or damage caused by the Contractor prior to the completion of the Defects Liability period

3.34.4 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.

3.35 Damage to property and injury to persons, accident or injury to workers

3.35.1 Contractor's liability

Except as provided under **SI No. 3.39 of GCC** 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 :

- a. Incomplete/defective design, Inferior quality material or workmanship of the Contractor, or
- b. negligence or breach of statutory duty of the Contractor, his Sub-contractors or their respective employees and agents

3.35.2 Accidents

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.

3.36 Insurance

3.36.1 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 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.

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 authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers

- 3.36.2** 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.
- 3.36.3** 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.
- 3.36.4** 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.
- 3.36.5** 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.

3.37 Change in laws and regulations

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 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 (if applicable).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.

3.38 Force Majeure

3.38.1 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.

- 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. Election Model code of Conduct.
- d. Pre-Declared Vacations at the Institution
- e. Any event or circumstance of a nature analogous to any of the above.

3.38.2 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- a. constitute a default or breach of the Contract
- b. subject to give rise to any claim for damages or additional cost or expense occasioned thereby
- c. if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure

3.38.3 The Contractor or Purchaser shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred above

3.38.4 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.

3.38.5 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 **SI No. 3.41 of GCC**.

3.38.6 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 **SL No. 3.38.7.of GCC**

3.38.7 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 **SI No. 3.5of GCC**

3.39 War risks

3.39.1 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

3.39.2 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

3.40 Variations

3.40.1 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**.

3.40.2 Variation order procedure

Prior to any variation order under **SI No. 3.40.1 of GCC** 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 **SL No. 3.19 of GCC** or to any of the Contractor's obligations under the Contract.

3.40.3 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.

3.40.3.1 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.

3.40.3.2 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.

3.40.3.3 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 **SL No. 3.40.4 of GCC** shall apply.

3.40.4 Disagreement on adjustment of the Contract Price:

3.40.4.1 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**.

3.40.4.2 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.

3.40.4.3 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.

3.40.4.4 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:

- 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.
- c. The Purchaser shall on this basis determine the rates or prices to enable on account payment to be included in certificates of payment.

3.40.5 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 **SI No. 3.40.4. of GCC**

3.40.6 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 **SI No. 3.40.4 of GCC** 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.

3.40.7 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

3.41 Extension of Time for Completion

3.41.1 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 **SI No. 3.41.2. of GCC**

3.41.2 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:

- a. extra or additional work ordered in writing under **SI. No 3.40 of GCC**.
- 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 **SI No. 3.38 of GCC**.
- d. any default or breach of the Contract by the Purchaser, specifically including failure to supply the items listed or any activity, act or omission of any other Contractors employed by the Purchaser
- e. any changes in laws and regulations as provided in **SI. No. 3.37 of GCC**.
- f. any other matter specifically mentioned in the Contract

3.41.3 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.

3.41.4 The Contractor shall demonstrate to the Purchaser's satisfaction that he has used his best endeavor to avoid or overcome such causes for delay and the parties will mutually agree upon remedies to mitigate or overcome causes for such delays.

3.41.5 Notwithstanding the provisions of clause **SI No. 3.41.4 of GCC** the Contractor shall not be entitled to an extension of time for completion, unless the Contractor, at the time when circumstances specified in **SI No. 3.41.2 of GCC** 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.

3.41.6 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.

3.42 Termination

3.42.1 Termination for Purchaser's Convenience

3.42.1.1 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, **SI No. 3.42.1 of GCC**.

3.42.1.2 Upon receipt of the notice of termination under **SL No. 3.42.1.1 of GCC**, the Contractor shall either immediately or upon the date specified in the notice of termination:

- 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 completed, 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)(ii) of sub-clause **SI No. 3.42.2 of GCC**
- 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 **SI No. 3.42.3 of GCC**, shall
 - 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

3.42.1.3 In the event of termination of the Contract under **SI No. 3.42.1.1 of GCC**, the Purchaser shall pay to the Contractor the following amounts:

- 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 **SI No. 3.42.1.2 of GCC**
- 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

3.42.2 Termination for Contractor's default

3.42.2.1 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 **SI No. 3.42 of GCC**

- 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 **SI No. 3.44 of GCC**, if the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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.

"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.

3.42.2.2 If the Contractor:

- 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 **the clause of GCC** (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.
- e. 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 **SI No 3.42.2of GCC**.

3.42.2.3 Upon receipt of the notice of termination under **SI No. 3.42.1 or SL No. 3.42.2 of GCC** the Contractor shall, either immediately or upon such date as is specified in the notice of termination

- 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 **SI. No. 3.42.2.3 of GCC**

- 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.

3.42.2.4 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 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.

3.42.2.5 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.

3.42.2.6 Subject to **SI No. 3.42.2.7 of GCC** 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/Material 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 **SI No. 3.42.2.3 of GCC** 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.

3.42.2.7 If the Purchaser completes the Works, the cost of completing the Works by the Purchaser shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to **SI No. 3.42.2.6 of GCC** , plus the reasonable costs incurred by the Purchaser in completing the Works, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under **SI No. 3.42.2.6 of GCC** , the Contractor shall pay the balance to the Purchaser, and if such excess is less than the sums due to the Contractor under **SI No. 3.42.2.6 of GCC**, the Purchaser shall pay the balance to the Contractor.

The Purchaser and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

3.42.2.8 No account shall be taken of any increased cost which results from the Contractor's default or negligence.

3.42.3 In this clause **SL No. 3.42 of GCC**, 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.

3.42.4 In this clause **SI No. 3.42 of GCC**, 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 the Contract Agreement.

3.43 Right of Way (Not applicable for this tender)

3.43.1 Access roads to the work site as may be required shall be arranged by the contractor at his cost.

3.43.2 The felling, removal and stacking of the trees, clearance of vegetations in the in the project area shall be done by the Contractor at his cost. However, the necessary charges i.r.o forest clearance, if required, will be paid by PURCHASER to the concerned authorities. Cost of making good of road, footpath etc will have to be borne by the Contractor.

3.44 Assignment& Sub-Contracting

3.44.1 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.

3.44.2 The contractor shall not, without the written consent of the Purchaser, assign or sublet any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and PURCHASER of any of his liabilities and obligations under the contract.

3.44.3 No sub-contracting shall relieve the Contractor from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

3.44.4 The contractor may engage specialized agencies / personnel depending upon the nature and complexity of the work with the prior approval of the Purchaser. To this regard, the contractor has to submit the completion certificates /required documents of similar type of works executed by the subcontractor/ specialized agencies to establish the sub-contractor's/specialized agencies' workmanship. Also the contractor has to submit drawings done by the specialized agency for approval of Purchaser before procuring and installing the item. This does not in any way relieve the contractor of his obligations to get the quality work and architectural design as desired by the Purchaser

3.45 Decision of the Controlling Officer/ Engineer-in-Charge

- a) Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates.

- b) During execution of the contract, if any ambiguity or conflict of any of the terms and condition /part of the contract shall be observed, then the decision of the controlling officer / Engineer-in-Charge shall be final and the contractor shall have to accept the decision.
- c) During execution of the contract if any part of the contract could not be executed partly/fully considering the situation at the time of execution of contract which may identify by the Purchaser or the contractor, in such cases decision of the controlling officer /Engineer –in-Charge shall be final and the contractor shall have to accept the decision.
- d) If a decision made by the Controlling Officer /Engineer –in-Charge is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer /Engineer –in-Charge, within 07 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer’s decision and the decision shall become final and binding.

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

Section–IV

Special Conditions of Contract (SCC)

The following 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

4.1 Scope of work

4.1.1 Brief Scope of the specific work

As mentioned in the Notice Inviting e-Tender (NIeT)

4.1.2 Technical Feasibility Survey

- (a) List of the prospective beneficiary Institution will be provided by Purchaser (WBREDA).
- (b) Contractor shall initially submit the Preliminary survey report as per format of WBREDA after detail site wise survey.
- (c) The detail survey report shall be submitted by the contractor after submission of preliminary survey report. During submission of detail survey report, the contractor shall submit site wise Technical Feasibility Survey report indicating technical suitability of site for installation of the GRTSPV system with roof plan indicating the suitable area for installation of solar plant, dimension, north-south direction and any other relevant information for each site, PV Array Lay out, Plant Component Lay out, the structural condition of the roof / type of roof / type of roof treatment (if any) along with all technical particulars along with site wise Single Line Diagram (SLD) etc. based on the guideline laid down by WBREDA.

4.1.3 Metering arrangement

DIScom will provide energy meter at each location. The contractor shall have to guide, facilitate and assist the beneficiary institutions to complete the process of metering arrangement on behalf of DIScom.

A. Contract Interpretation

4.2 Assigned Officers

4.2.1 Controlling Officer/ Project Manager/Engineer-in-Charge

The Superintending Engineer, WBREDA will be Controlling Officer of the work.

4.2.2 Supervising officer

Divisional Engineer (s) will be the Supervising officer of the work

4.2.3 Paying Authority

Drawing and Disbursing Officer of WBREDA is the Paying Authority of the work.

4.2.4 Site Engineer of the work

To be nominated by the Controlling Officer / Project Manager during execution of the work.

4.3 Name of Purchaser

West Bengal Renewable Energy Development Agency (WBREDA)

B. Payment

4.4 Additional Performance Bank Guarantee

As mentioned in the Notice Inviting e- Tender (NIeT) and GCC

4.5 Contract Performance Guarantee

As mentioned in the GCC

4.6 Terms and Procedures of Payment

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.

4.7 Mode of Payment

4.7.1 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 (WBREDA) herein shall be deemed to constitute acceptance by the Purchaser of the Works or any part(s) thereof.

All the payment to the contractor shall be made through RTGS/NEFT. After placement of Letter of Award (LoA), the contractor will submit a Mandate Form for electronic transfer where the payment will be credited with a forwarding letter specifically mentioning the mobile no. and email address for transmission of information.

4.7.2 Certification of Bill

All bills along with necessary documents are to be submitted by the contractor to the controlling officer of this work for necessary scrutiny, verification and certification for release of payment. Bills duly certified by the controlling officer or the officer authorized by him, will be forwarded by Controlling officer to the paying authority for necessary action towards release of payment, subject to compliance of satisfactory execution in respect of quality of work and performance of the agency/contractor.

4.7.3 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.

4.7.4 Minimum Billing Amount

The payment shall be released in progressive manner. All progressive payments on account of executed work be made on submission of claim / production of bills and other documents. Minimum Gross Value of the invoice of shall be **at least 50.0 Lacs. However the final claim and Maintenance Claim may be less than 50.0 Lacs except last bill of Execution and CMC Bill.**

However, the minimum billing amount may be considered of reduced value, under the discretionary power of WBREDA, if the situation so demand in case to case basis.

4.7.5 Payment Schedule

The payment shall be release as per following Schedule

Sl. No.	Work Head	Pattern of release of payment	Remark
(i)	After delivery of materials at site	Upto 70% payment on following item shall be released Against submission of signed delivery chalan along with make and Sl No. of PV module and Inverter for the respective school authority with site photographs of materials as the proof of supply and latitude-longitude of the school / institution where the power plant will be installed a) PV Modules of required capacity. b) PV Module Mounting Structure c) Grid Connected Inverter	Payment Shall be release against submission of required document. No Joint site measurement shall be carried out by WBREDA.
(ii)	After installation and handing over of power plant.	Upto 85% payment of executed work value shall be released.	Payment Shall be release after Joint site measurement by WBREDA.

Sl. No.	Work Head	Pattern of release of payment	Remark
(iii)	After Performance testing, users' training, documentation, submission of site survey report, submission of the copy of insurance Document and observing the performance of the system for 30 days from the date of commissioning Power Plant with installation meter from DIScom	a) Upto 90% Payment on of executed work value shall be released, b) Upto 90 % payment for the item of site survey and Documentation shall be released.	Payment Shall be release against submission of required document. No Joint site measurement shall be carried out by WBREDA.
(iv)	Performance of providing of Comprehensive Maintenance support for five years (i.e during defect liability Period) for each site separately.	Balance 10% of the executed work will be released on yearly basis in five equal installment (2% per year) subject to satisfactory performance as per Clause no: 4.14 and its sub clause on submission of maintenance report on regular basis submission of copy of the Additional Performance BG (if applicable) and valid Insurance Document.	Payment Shall be release against submission of Required Document. No Joint site measurement shall be carried out by WBREDA.

The materials shall be delivered at site according to the Bill of Materials mentioned in the BOQ.

The contractor shall submit Invoice for releasing the payments. For all payment the contractor has to submit the copy of the insurance document. WBREDA officials or authorized agency will inspect sites to the extent, to be decided by the Controlling Officer / Engineer-In -Charge of the project.

Before release of any payment PBG and Additional PBG (if applicable), Insurance validity shall be checked.

4.7.6 Necessary Deduction /Adjustment during Release payment

- a) Statutory deductions if any.
- b) Adjustment of any excess / short payment made in the earlier bills, at the time of making payments.
- c) Value of chargeable materials if any issued by the Purchaser.
- d) Any other recovery if due as per tender terms & conditions.

4.8 Liquidated Damage (LD)

As mentioned in the GCC. However the LD shall be shall be calculated for individual site.

4.9 Joint Inspection at Factory and Joint Measurement at site

Joint Inspection shall be carried out at various stages of execution of the work as follows but not limited to the following stages:

- a) Inspection at factory for Witness of testing before Dispatch of materials.
- b) Joint Measurement after Installation and handing Over of GRTSPV systems at individualsite.
- c) Joint Measurement after testing of GRTSPV systems at individual site if necessary.

4.9.1 The Contractor shall bear all charges towards travelling expenses of the Inspecting Team of the WBREDA or the authorized representatives of the Outside Inspecting Agency consisting of **maximum two (2) persons at each event for to and fro journey by Air, Vehicles** where available from Purchaser's Headquarters, including boarding and lodging for Inspection at factory for SI No (a) as mentioned **in 4.9 of SCC during Joint Inspection at Factory**. For Joint Measurement at site at different stage of the project as may be required the Contractor shall also bear all charges towards travelling expenses , hiring of vehicle, from WBREDA's Headquarter including boarding and lodging at good comfort level for SI No (b) &(c) as mentioned **in 4.9 of SCC**

4.10 Progress Report

The Contractor shall submit a progress report to the Controlling Officer(s) every month.

4.11 Approval for mass production/procurement

All the approval shall be given by the Controlling officer, WBREDA without any prejudice to waive the obligation of the contractor to comply the tender terms & conditions and specifications as laid down elsewhere in the tender.

4.11.1 (i) Approval of Inverter and Web Based monitoring systems

- a) The proposed inverter shall (approval for maximum two makes) have the features and also comply the criteria as laid down in the tender.
- b) At least ten (10) nos of proposed make inverter(s) of nominal capacity ranging from 10 kVA to 20 kVA of should be used in the in any or multiple Solar PV projects anywhere in India under order of any Government Department / Government Own Company/ Government organization/ Government Institution/ Parastatal / under any Government Program/ System connected to the DICOM Grid. Those inverters must be in operation with satisfaction for a minimum period of 01 (one) year from the date of issuance of the LOA. The contractor shall have to submit required documents at the level of satisfaction of WBREDA.

- c) The functionality of the proposed inverter(s) shall be verified through site visit or through R.M.S. Performance of RMS also verified for one year before the date of issuance of the LOA.
- d) If the proposed inverter(s) and web-based monitoring system used in the project of WBREDA, in such case the performance of the same shall be considered for approval.
- e) The proposed inverter manufacturer must have service centre or authorized service provider anywhere in India.
- f) Demonstration of the feature of Inverter have to be provided by the contractor at his place/warehouse/lab having appropriate testing facility along with all requisite documents at the time of approval. The contractor has to submit QAP (Quality Assurance Plan) of the proposed inverter manufacturer for approval before approval of mass production.
- g) Contractor shall be sole responsible for the delay in obtaining approval of the inverter, data logger and Web Based Monitoring System due to non-compliance of any terms, as laid down here.
- h) Before going for mass production, approval shall be provided by WBREDA for the particular model(s) of the inverter(s).

4.11.1 (ii) Approval of PV Module:

- a) The contractor has to offer PV Module. Out of offered PV Modules; approval shall be provided for the PV Module(s) of maximum Two (02) manufacturers, subject to compliance of the document submitted by the Contractor as per tender.
- b) The contractor has to submit QAP (Quality Assurance Plan) of the proposed PV Module manufacturer for approval before approval of mass production.

4.11.2 Inspection of Proto type for approval of mass production

Inspection of prototype shall be carried out of the following components for necessary approval for mass production:

- a) PV Module Mounting Structure Without Galvanization
- b) PV Array Junction Box
- c) Inverter LT panel
- d) Grid Interfacing LT panel
- e) Kiosk
- f) Safety Signage and Project Signage

4.11.3 Factory inspection after mass production:

Document to be submitted along with inspection call

The contractor shall submit the inspection call with following documents after mass production

Sl No	Item Description	Document 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 the external hard disc to be used for this project.
02.	Grid connected String Inverters	Factory test report of all inverters.
03.	PV Array Structure	Galvanization Certificate

4.11.4 Inspection Schedule

4.11.4.1 Solar PV Module

Inspection shall be done as per approved Quality Assurance Plan (QAP) of WBREDA.

4.11.4.1 Inverter

Dispatch Clearance shall be given based on the factory test report (FTR) submitted with Serial

Number of the Inverter

4.11.4.2 PV Module Mounting Structure

- a) Galvanization testing and size of the structure member shall be checked.
- b) Sample size – random.

4.11.4.3 Balance of System

Dispatch Clearance shall be given after stack Checking.

4.12 Project Management and Project Monitoring

- a) The contractor shall have to engage sufficient number of experienced engineers, managers and competent professionals for quality and successful implementation of the project.
- b) The contractor has to submit the progress report on regular interval as per decision of WBREDA.

4.13 Document to be submitted by the contractor

4.13.1 The contractor has to maintain an external hard disk of capacity minimum 1 TB. All the documents generated during the work shall be made available in the external hard disk of capacity minimum 1 TB. Finally it will be submitted to WBREDA.

4.13.2 Site wise document to be delivered to the individual beneficiary

The documents to be delivered to the individual beneficiary will include but not limited as

follows:

- a) Layout of PV array field, schematic drawing, manuals for all deliverable major items, Operation, Maintenance & Safety Instruction Manual and other information about the project.
- b) Bill of materials.
- c) Copy of Warranty Certificate of PV modules and Inverter from the original manufacturer.
- d) Completion certificate as per prescribed format provided by WBREDA
- e) Completion certificate as per prescribed format provided by DIScom for installation of Meter on behalf of DIScom.

4.13.3 Site wise document to be delivered to WBREDA

The documents to be delivered to WBREDA against each site will include but not limited as follows:

- a) Layout of PV array field, schematic drawing
- b) Installation and testing compliance document as per format provided by WBREDA
- c) Bill of materials.
- d) Completion certificate as per prescribed format provided by WBREDA.
- e) Site wise picture- minimum four (04) numbers (PV Array Field-2Nos.Inverter, IIP -1 No Training – 01 No).
- f) 30 days Generation Data.
- g) Copy of the Electricity Bill of the Beneficiary organization.
- h) Insurance Document.

4.13.4 Other documents to be delivered to WBREDA

The documents to be delivered to WBREDA will include but not limited as follows:

Warranty Certificates of Original Equipment Manufacturer (OEM) for stipulated period as mentioned in the Tender for Solar PV Modules, Inverter.

4.13.5 Uploading of Scan Copy of the documents

Contractor shall upload the scan copy of the documents as to be generated for this project from their end which can be accessed by WBREDA.

4.14 Comprehensive Maintenance during Defect Liability Period

All the equipments to be installed for commissioning of each of the grid connected 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 or handing over whichever is earlier**. 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.

The maintenance of grid connected solar PV power plant include routine & periodic

maintenance, overhauling, breakdown maintenance, and repairing or replacement of defective PV modules, invertors, and other components, providing of consumables.

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.

The contractor will provide Spare parts & Measuring Instruments during maintenance.

4.14.1 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 tasks under the scope of routine maintenance will include but not limited to the followings:

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 PV Array during periodical visit
05	Dusting and cleaning of Inverter and other electrical equipments
06	Routine maintenance as recommended by the Original Equipment Manufacturer (OEM)

4.14.2 Break down maintenance:

Breakdown maintenance will include but not limited to the followings:

- i) 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 failure/breakdown of that particular component or equipment while the plant is running.
- 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.
- iii) The contractor will undertake necessary maintenance/ troubleshooting work of the grid connected solar rooftop power plants. Down time will not be more than 07 (seven) working days from time of occurrence or reporting. However, if the breakdown is not repairable within 07 (seven) 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.

4.14.3 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.

The capital maintenance also includes annually painting of mechanical & civil structures etc as and where required. 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.

4.14.4 Maintenance Report

Quarterly Maintenance Report comprising of **Generation Data** for that particular quarter and any other required details for each location 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.

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 which will already to be submitted quarterly.

The contractor shall also upload the generation data along with the Maintenance report which can be accessed by WBREDA.

4.14.5 Rental and other periodic charges

The contractor shall have to pay the rental charge of the SIM / Telephone Bill for remote monitoring system in order to transfer of data to Web Based Remote Monitoring System. The contractor shall also pay the rental charges for server of the web based remote monitoring system for storing and access the data till the defect liability period is over within the contract price.

4.14.6. Release of Maintenance Payment

Comprehensive maintenance shall be the integral part of the contract. The maintenance payment shall be released as per payment schedule subject to fulfillment of contract terms as per tender. The Comprehensive maintenance shall be included the rental charges mentioned under **SI No. 4.14.5 of SCC and Insurance Charge as per SI No. 4.15 of SCC**

The payment towards maintenance shall be made on yearly basis on submission of claim 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: **SI No. 4.14 of SCC and its sub clauses** on submission of maintenance report on regular basis and submission of copy of **the Additional Performance BG (if applicable) and Insurance Document.**

4.15 Insurance PV Power Plants during Comprehensive maintenance period:

Apart from Storage cum Erecting Policy as per **Clause no 3.36 of GCC**, Operational Policy in the name of the “**Principal of the Project**” i.e **WBREDA (Purchaser)** needs to be taken by the contractor after successful completion of the project for individual site. The following perils need to be covered under the operational policy. **1. Standard Fire and Special Perils including STFI & Earthquake Policy 2. Burglary and Housebreaking Policy including Theft Policy. Contractor is to be responsible for renewal of the above said policies till completion of five years comprehensive maintenance period. The failure of such renewal will invite deduction of maintenance payment. The amount will be decided by WBREDA based on the extent of physical impact of such non-renewal. The Insurance cost shall be within the contract price**

4.15 Defect Liability Period

- a) Defect Liability Period for each complete system shall be of five (05) years from the date of commissioning or handing over of the system whichever is earlier.
- b) Defect Liability Period for each of the site will be according to (a) as above.
- c) Accounts shall be settled in phased manner on calendar year basis after completion of Defect Liability Period for each of the site separately.

4.16 Variation

The quantity of work may vary up to the limits up to $\pm 25\%$ (plus/minus twenty five percent) of total contract. There shall be no change in the unit rates quoted in the Contract.

4.17 Alteration in specification and designs:

The Controlling Officer/ Engineer-in-Charge shall have powers to make any alteration in, omission from, addition to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him/her to be necessary or recommended by the Supervising Officer or the Superintending Engineer during the progress of work, and the contractor shall be at all times be bound to carry out these works, in accordance to any instructions which may be given to him/her in writing, signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed a part of the work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he/she agreed to do the main work, and at the same rates, if any, may be specified in the tender for the main work. Time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original work contract, and the certificate of the Controlling Officer/ Engineer-in-charge shall be conclusive as to such proportion.

4.18 Rates for works not in tender BOQ:

If the altered, additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of PWD/CPWD applicable in the district, which was in force at the time of acceptance of the contract, minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, payment thereof shall be made by the Controlling Officer /Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the aforesaid schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated percentage above or below schedule of rates as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Superintending Engineer shall be final and binding.

Section –V

Technical Specification

Wherever there is a conflict, the provisions in Technical Specification (Section -V) shall prevail over those elsewhere in the NIT (Section-I), ITB (Section -II), GCC (Section-III) and SCC (Section-IV) of the tender.

Technical Specification of Rooftop Grid Connected Solar PV Power Plant each of array capacity 10kWp

The roof top grid connected solar PV power plants to be installed under this project shall be guided by following **Minimum Technical Specification**. However Higher-Grade components shall also be acceptable for this project

5.1 Outline of the scheme of the project

- (a) The PV array of the Power Plant shall be installed at the available shadow free area earmarked at project site.
- (b) The power from PV array shall be feed into grid through grid connected string inverter. PV array shall be connected to the Grid Connected inverter through Array Junction Box (**herein after referred to as AJB**)
- (c) Outputs of inverter shall be terminated to an **Inverter Interfacing LT panel (herein after referred as IIP)** to be located close to the inverter.
- (d) The output of the **IIP** shall be connected with supply mains through a Grid Interfacing Panel (**herein after referred as GIP**).
- (e) The SPV power plant to be installed should be Robust, Economic, Efficient and Time tested.

5.2 Design and Engineering

- (a) The contractor shall develop the general layout drawing of Array Yard, Inverter, AJB, IIP, GIP. 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 /IEC unless otherwise specified.
- (b) 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. For any issue(s) which prevents the compliance of above, the matter should be brought in to notice of WBREDA. Installation for such sites can duly be done /executed after receipt of in writing confirmation from WBREDA.

(c) 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 include but not limited as follows:

- i) Drawing of different equipments of PV power Plant
- ii) List of Equipments and Component and its capacity and manufacturer name to be used in the PV Power Plants
- iii) Type test certificate of Inverters, PV Module.
- iv) ISO 9001:2008 or ISO 14001 Certification certificate of PV Module manufacturer,
- v) Components of Array JB, Inverter Interfacing LT Panel, Grid Inter facing Panel, MS Members make of the PV module mounting structure etc.
- vi) Technical catalog of the Equipments and Component.

5.3 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)

Warranty

A. Material Warranty: 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 **ten (10) 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 replace the solar module(s), at the Owner's sole option.

B. Performance Warrantee: 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 from the date of dispatch from manufacturer factory after getting Dispatch Instruction from WBREDA.

C. The contractor has to submit the Warrantee Certificate issued by the PV Module Manufacturer to WBREDA against delivery of each lot. Proposed PV modules must have the ISO 9001:2008 or ISO 14001 Certification for their manufacturing unit for their said manufacturing item.

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

The contractor should submit the warrantee certificate issued by the original PV Module manufacturer to WBREDA after delivery of every lot. The warrantee shall include but not limited to the following:

- i) Capacity and model of the PV module,
- ii) PV Module serial no.
- iii) Warrantee period
- iv) Order reference of WBREDA
- v) Order description of WBREDA
- vi) Name of the contractor

The warranty certificate as issued by the PV Module manufacturer, must comply the terms of the tender warranty period.

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

Sl No	Item	Description
1.0	Certification	i) IEC61215 or IS 14286 ii) IEC61730 iii) IEC: 61701/IS: 61701 iv) IEC: 62804
1.1	Test certificate Issuing authority.	NABL/IEC Accredited Testing Laboratories or MNRE accredited test centers.
2.0	PV Cell	
2.1	Type	MONO PERC half-cut Crystalline Silicon 72x2 Half Cut Cell
3.0	PV Module	
3.1	Minimum capacity	500 Wp (without any negative tolerance) at STC

Sl No	Item	Description
3.6	PV Module Junction Box	
3.6.1	Protection level	IP65 or above
3.7	Bypass Diode	To be provided
3.8	Module Frame	
3.8.1	Type	Anodized Aluminum frame

5.4 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 Standard
3.0	PV array String Voltage	Compatible with the MPPT Channel of The inverter
4.0	Maximum Roof Space Utilization	15 Sqm/per kWp for true South

5.5 PV Module Mounting Structure

PV module mounting structure must include but not limited to the following:

- i) Supply fitting fixing PV Module Mounting Structure (MMS) made of M.S. hot rolled angle, channel, sheets, flats, as per latest IS: 2062 of minimum thickness 5 mm along with proper hot-dip galvanization in compliance of latest IS 4759. The Mild Steel member must be of IS Make manufacturer. The structure members are connected to one another with bracket, gussets, cleats, base plate, holding down bolt or anchor fasteners **of 100 mm length and 12mm dia.** with Anchor Chemical. Nut bolt spring washers and flat washers used for fixing of for structure member fixing must be of GI and for fixing of PV Module with structure SS Nut bolt to be used. as per design & engineering, complete including cutting to requisite shape and length, fabrication with necessary bolting, haulage, hoisting. The PV Array should be capable of withstanding a wind load of 180 km/hr after installation. Structure should have the angel of inclination as per the site condition to obtain optimal generation. The PV Array structure will support SPV modules at the mentioned orientation and absorb, transfer the mechanical loads to the ground. The Ground clearance of the structure shall be min 300 mm. 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.
- ii) The weight of the MS Structure must be minimum 80% of the PV Module Weight without the weight of nut bolt washer, anchor fastener bolt etc.

- iii) The PCC pedestal shall be ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm down nominal size) including shuttering at the footing of the MMS post/leg /pedestal/stool column. The Pedestal shall be of size 300mm X 300mm x150mm. Slope should be provided on the stool column base foundation of the structure for slanting of water.
- iv) The structural condition (R.C.C.) of the roof / type of roof / type of roof treatment (if any) should be precisely assessed by the contractor before execution of work and in case of any decision regarding availability of suitable shadow free and structural sound roof space, the matter is to be taken up with WBREDA in writing.
- v) Safety of the roof structure should be properly maintained throughout the work. If any damages occurred, shall be mended in good condition by the Bidder.
- vi) Suitable precautionary measure should be taken for prevention of water leakage and /or water logging in the roof due to installation of PV Array.
- vii) In generally “Anchor-Fastener” type MM structures should be considered. Special type of structure may be allowed for special type of roof only, after getting prior approval from WBREDA.
- viii) Standard design considerations i.r.o relevant wind zone & Seismic Zone should be applied.
- ix) The SPV Module should be fixed with MMS Structure with sufficient numbers of SS nuts, bolts, washers, spring washer etc. as per design and the direction of the Engineer-In-Charge, WBREDA.
- x) All fixtures for supporting conduits shall be of SS (Stainless Steel)/Aluminium.
- xi) The design and drawing of the PV Module Mounting Structure shall have to be submitted with a certificate from a bonafied structural engineer for approval of WBREDA. In the certificate it shall be clearly mentioned that the design of the structure is safe and secure on the basis of the criteria as stipulated in this clause.

5.6 PV Array Junction Box (AJB)

PV Array Junction Box (AJB) will have to be used for termination of string prior connecting array with inverter. The desired specification of the PV Array Junction Box and accessories will include but not limited to the following:

Sl No	Item Description	Desired Data
1.0	Enclosure	
1.1	Minimum Size	300mm X 200mmX 130mm (LXWXD)
1.2	Degree of Protection	IP65 with UV Protected
1.3	Material	Polycarbonate.

Sl No	Item Description	Desired Data
1.4	Withstanding voltage	1000 VDC
1.5	Accessories mounting arrangement	DIN Rail or as suitable
1.6	Front cover	Transparent
1.7	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 connect or type	MC4 Connector (PV Array String cable)
2.3	Cable gland	Earthing cable entry
3.0	Surge Protecting Device (SPD)	
3.1	Type	DC
3.2	Protection class	Type 2
3.3	Voltage	1000 V, 20 KA (Y connection shall also be considered)
3.4	Standard	PV Standard
3.5	Number of sets	As may be required as per string Design (minimum 1 set against each MPPT Chanel)
4.0	Fuse with fuse holder	
4.1	Position	Positive and negative terminal for each series string
4.2	Type	Glass fuse, for PV Use only
4.3	Rating	1000 V, 25 A
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

5.7 Grid Connected String Inverter

The proposed grid connected solar string inverter shall be connected with grid. As such, the inverters shall be compatible to operate with existing utility supply. The power from PV array shall be feed into the grid through the grid connected string inverter.

Desired specification of each grid connected string inverter shall include but not limited to the following:

Sl. No.	Operating Parameter	Desired specification
1.0	Type	Grid connected String Inverter
2.0	Usage	Specially used for PV system
3.0	Standards	
3.1	Efficiency Measurement	IEC61683/ Equivalent BIS Std.
3.2	Environmental testing	IEC60068-2 (1,2,14,30) / Equivalent BIS Std.
3.3	Interfacing with utility grid	IEC61727
3.4	Islanding Prevention Measurement	IEC62116 equivalent IS standard
3.5	Certification	Type test certificate issuing authorities should be any NABL/IEC Accredited Testing Laboratories or MNRE approved test centers.
4.0	Input (DC)	
4.1	PV array connectivity capacity of the Inverter	minimum 10% more than the rated AC kVA
4.2	MPPT Voltage range	Compatible with the array voltage
4.3	Number of MPPT Channel	Minimum one number
5.0	Output (AC)	
5.1	Rated Output	10kVA
5.2	Number of Grid Ph	3Ø 400 V+ N 50Hz,
5.3	Adjustable AC voltage range	As per Grid Code
5.4	Frequency range	As per Grid Code
5.5	Voltage and Current Harmonics	As per CEA Regulation (Technical standards for connectivity to grid)
6.0	General Electrical data	
6.1	Efficiency at Full Load at unity power factor	95% (Minimum)
7.0	Protection	
7.1	DC Side	1. Reverse-polarity protection
7.2	AC side	1. Overvoltage 2. Over and under grid frequency protection, 3. Short circuit current protection 4. Anti Islanding protection
7.3	Other	Surge arrestors to protect against Surge voltage induced at output due to external source
7.4	Isolation Switch	PV array Isolation switch (DC) (In built

Sl. No.	Operating Parameter	Desired specification
		or add on)
7.5	Ground fault detection device (RCD) which can detect changes in ground current. Rating shall be as suitable for inverter	To be provided for transformer less inverter.
8.0	Indicator / Display	
9.0	Inverter operational parameter observation at site without net connectivity	Through LCD Display and / or Bluetooth connectivity and / or WiFi
10.0	Operational status monitoring	
10.1	DC	Power
10.2	On grid connected mode	Export Power, Cumulative Export Energy
11.0	Web based monitoring	The Inverters shall be suitable for interfacing with Web based monitoring
12.0	Mechanical Data	
12.1	Protection Class	IP65 or higher.
12.2	Cooling	Natural/forced
12.3	Type of Fixing	Wall / angle / channel Mounted suitable for outdoor application

The contractor should submit the warrantee certificate issued by the original inverter manufacturer to WBREDA after delivery of every lot. The warrantee shall include but not limited to the following:

- i) Capacity and model of the inverter,
- ii) Inverter serial no.
- iii) Warrantee period
- iv) Name of WBREDA (principal purchaser)
- v) Name of the contractor

The warranty certificate as issued by the Inverter manufacturer, must comply the terms of the tender warranty period.

5.8 Web based on line remote Monitoring System

The inverter which will be supplied must have provision of installation of Web based Monitoring System having following feature.

- a) Web based Remote Monitoring system must be compatible with Inverter.
- b) The system (s) shall be provided with suitable modem and required SIM card for wireless communication or connection from befitted internet service provider (Wired system) to maintain the Web Monitoring system for a period of Five (05) years i.e during defect liability period of the PV power plant within the contract price.
- c) The Contractor shall provide and maintain the IP address, Server charge (storage, access charge and other charges if any) for data communication through remote monitoring system for a period of five (05) years i.e during defect liability period of the PV power plant within the contract price.
- d) The contractor shall share the website address and password with the purchaser for access the data from the remote server.
- e) The other required accessories, hardware and compatible software shall have to be provided as an integrated part of the system to monitor the data (maximum 20 minutes delay) through web server.
- f) The system can be monitored from anywhere through internet without installing any special application software. The server shall be arranged by the vendor.
- g) The Web based monitoring system should have the provision of graphical representation of the data.
- h) All data shall be recorded chronologically. The data file should be MS Excel/XML/CSV form and should have the facility of easy downloads from the website.
- i) The Remote Monitoring System must provide the graphical representation of Daily, Monthly and yearly generation of the PV Power Plant.
- j) Also the Contractor shall provide User-ID and password for Individual institution. The respective institution could enter into the site by using respective User-ID and password and monitor performance of their institutions.
- k) The system (s) shall be provided with Suitable Data logger.

5.9 Inverter Interfacing LT Panel

The output of the string Inverter(s) shall be terminated in an **Inverter Interfacing LT Panel (IIP)** closer to the inverter

Desired specification of each **Inverter Interfacing LT Panel** for a 10 kWp system will include but not limited to the following:

Sl No	Parameter	Desired Specification
1.0	MCB	
1.1	Rating	32 A 10KA C-characteristic
1.2	Number	01(one) number
1.3	Type	4 pole TPN
1.4	Accessibility	The flap of MCB shall be accessible from the outside of the enclosure.
2.0	Surge protection device (SPD)	
2.1	Usage as declare by Manufacturer	For AC rated
2.2	Protection class	Type II
2.3	Number of set	01 Set
2.4	Rating	As per the recommendation of Inverter Manufacturer to be approved by WBREDA
3.0	Indicator (Incoming and Outgoing side)	R,Y,B with fuse
4.0	Terminal Block	Suitable terminal block shall be provided for termination of the cables.
5.0	Earthing Provision	Terminal Blocks will have to be provided for Earthing
6.0	Enclosure	
6.1	Minimum Size	300mmX200mmX130mm (LXWXD)
6.2	Material	Polycarbonate.
6.3	Withstanding voltage	1000 VDC
6.4	Accessories mounting arrangement	DIN Rail or as suitable
6.5	Type of Fixing	Wall mounted
6.6	Front Cover	Transparent
6.7	Number of entry and exit	As may be required
6.8	Cable Gland	Double Compressive Poly Amide

5.10 Grid interfacing LT Panel :

Output of the Inverter Interfacing LT panel shall be terminated to a **Grid Interfacing LT Panel**. Desired specification of each **Grid interfacing LT Panel** shall include but not limited to the following:

SINo	Parameter	Desired Specification
1.0	MCB	
1.1	Rating	32 A, 10kA C-characteristic for 10 kWp system
1.2	Number	01(one) number
1.3	Type	4 pole TPN
1.4	Accessibility	The flap of MCB shall be accessible from the outside of the enclosure.
2.0	Enclosure	
2.1	Minimum Size	300mmX200mmX130mm (LXWXD)
2.2	Material	Polycarbonate.
2.3	Withstanding voltage	1000 V
2.4	Accessories mounting arrangement	DIN Rail or as suitable
2.5	Type of Fixing	Wall mounted
2.6	Front Cover	Transparent
2.7	Number of entry and exit	2 in 1out (All 3 Ph 4 wire)
2.8	Cable Gland	Double Compressive Poly Amide
3.0	Terminal block	Suitable terminal block shall be provided for termination of the cables.
3.0	Earthing Provision	Terminal Blocks will have to be provided for Earthing
4.0	Indicator (Incoming and Outgoing side)	R, Y, B with fuse

5.11 Cables

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

SINo	Item	Description
A	DC Cable	
1.1	Conductor	Tinned annealed stranded copper
1.2	Standard	PV Standard, 1.8 kV grade DC Cable
B	AC Cable	
2.1	Rated Voltage	1.1kV Grade
2.2	Construction	
2.2.1	Type	Armored or unarmored as per requirement
2.2.2	Insulation	PVC or XLPE
D	GI Pipe	
2.0	Make	ISI Make

b) **Procedure and guideline of Cable laying**

i) **DC Cabling:**

- a) The DC Cables must be laid through uPVC conduit. The uPVC conduit conforming to ASTM D - 1785 of minimum diameter of 25 mm. The Conduit on the roof must be laid on of GI cable tray with perforation of suitable size. The Conduit with GI cable tray must be rest on the **precast CC pedestals** of minimum size **150 mm X 150 mm x 100 mm** to be fix up on roof with concrete bonding agent. The conduits along with cable tray must be fixed up **precast CC pedestals** by uPVC double pin U clamp or by suitable permanent arrangement. The height of the pedestals may be increased for leveling purpose as per site condition. The distance between two pedestals shall be maximum **1.0 m**
- b) The DC cable shall be properly dressed and as far as possible most of the part of the cable must be inside the conduit.
- c) All the cable entry of the uPVC Conduit must be sealed with silica gel.
- d) The DC Cable under the PV array structure must be tightened with SS/ aluminium cable tie.
- e) Minimum two number loops must be provided at the start and end each span of cable laying and before termination at AJB.

ii) **AC Cabling:**

- a) Cable terminations shall be made with 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.
- b) Only terminal cable joints shall be accepted. Cable joint to join two cable ends shall not be accepted.
- c) However, the conduits also need to be laid inside GI pipes of requisite diameter under road crossings, drains, sewerage lines, entry or exit points of the buildings or where there are chances of mechanical damage.

- d) All the cable entry of the Conduit if any must be sealed with silica gel.
- e) 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.
- f) All cable shall be suitably marked or coded for easy identification. Cables and wires shall confirm to the relevant standards suppliers to specify the specification.
- g) The cable shall be clamped with suitable metallic clamp
- h) Minimum two number loop must be provided at the start and end each span of cable laying and before termination.
- i) Suitable cable tray/ Hanger to be provided if required

iii) Type of cable to be used:

SI No	Location	Type and size Cable
01.	Cable in DC Side	4 sq mm DC copper Cable of PV Standard
02.	From String Inverter to Inverter Interfacing LT panel	1.1 kV grade Insulated AC Copper Cable as specified by the inverter manufacturer
03.	From Inverter Interfacing LT panel to Grid Interfacing to Point of Common Coupling	4 core 6 sqmm 1.1 kV grade Armoured PVC Insulated AC Copper Cable.

5.12 Equipment, Array structure Earthing:

Equipment Earthing will connect all non-current carrying metal receptacles, electrical boxes, appliance frames, chassis and PV module mounting structures. The earthing wire should not be switched, fused or interrupted. The earth wire shall be drawn from the ground floor to the roof of building , upto the Inverter, IIP, GIP . The earthing shall be done as per **IS 3043** and its latest amendments and modification.

1) Earth Pit:

j) Earth Electrode:

Earth Electrode shall be:

- a) GI pipe with **50 mm dia., 3.0 mm thick, 3.0 m** long of and duly galvanized and non-GI part duly painted with bitumen shall be under the ground level.

Or

- b) Pure electrolytic copper molecularly bonded solid earth rod **17.2 mm diameter** and **3.0m** long.
- c) For Hilly area the GI Pipes or Copper Bonded solid rod length may be small however total sum of the length must same. In such case the earth electrodes must be interconnected.

ii) Backfill Compound (Chemical of Earthing)

Bentonite Backfill Compound (confirming IEC-62561-7 / EN 12467 -2) of each bag 25 kg shall be used in the earth pit. Minimum one (01) bag of backfill material shall be used in each earth pit. For dry and hilly area minimum two (02) bag of backfill material shall be used in each earth pit.

iii) Enclosure of earth Pit

- a) Masonry enclosure of the earth pits of size not less than 600 mm X 600 mm X 500 mm (depth) complete with earth cutting and backfilling, 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 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.

Or

- b) HDPE (High Density Polyethylene) weather proof outdoor type Earth pit Chamber with inspection cover suitable for checking the earth pit and pouring of water in earth pipe shall be used as earth pit cover
- iv) **25mmX 3 mm** galvanized (Hot Dip) MS flat shall be drawn from each earth electrode shall be connected to the Earth Busbar of galvanized (Hot Dip) of **MS flat 40 mm x 6mm** mm nearer to the Earth Pit at the ground floor of the building.
- v) **Number of earth pit:** Two (02) Numbers with length of earth electrode **3.0 m**. The radial distance between two set of earth electrode shall be minimum **6.0 m**

2. Earth Busbar

- a) Earth Busbar of galvanized (Hot Dip) **MS flat 40 mm x 6 mm** on wall having clearance of **6 mm from** wall including providing drilled holes on the busbar complete with bolts, nuts, washers, spacing insulators etc. as required.
- b) **Position of the minimum number of Earth Busbar shall include but not limited to the following:**
 - i) At the Ground floor near the earth pits: **02 nos** (01 against each set earth pit).

- ii) Near the Inverters, Inverter Interfacing LT Panel- **01 No.** (as per location of the equipment)
- iii) At the Array field : **01 No**

3. Earth cable and Earth wire

a) Earth cable:

From each Earth Busbar nearer to each Earth Pit at Ground floor two run. **XLPE insulated Armourd 4 Core 10 sq mm Aluminium cable** shall be drawn upto the other Earth Bus bars at the different location of the Power Plant. All the earth cable shall be terminated at the earth bus **through bimetallic terminal**. Avoid jointing of the Earth Cable. It jointing of earth cable will require, cable jointing kit must be used. The earth cable must be laid properly with metallic clamp, insulator as and where to be required.

b) Earth Wire:

Earth wire shall be connected to Inverter, Inverter LT Panel from the Earth Bus near Inverter and Inverter LT Panel, GIP : **Size of Earth wire: As per approved design.**

4. Array Structure Earthing

- (i) Two **XLPE insulated Armourd 4 core 10 sq mm Aluminium** earth cable shall be connected at two ends of each row of PV Array Structure.
- (ii) The earth cable must be connected with the PV Array structure **through bimetallic terminal**.

5.13 Project Signage

- a) Project information Signage:** The Project Signage will be made up of ACP (Aluminum Composite Panel) base of minimum size 3'x 2'. One (01) nos. project signage must be provided. The Signage provide with detail of the project as approved by WBREDA. The font size on the signage has to be big enough so that everyone can read it easily. The Signage will be fixed up at prominent place of the project area.
- b) Schematic Diagram Signage:**
Schematic Diagram of Installation must be provided on a display board of minimum size 3'x 2' made up of ACP base. One (01) nos. Schematic Diagram signage must be provided The schematic diagram must be fixed up at any prominent place of installation.
- c) Safety Signage and Identification Sticker:**

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 **Each set of safety signage must be of minimum four (04) safety signage and four (04) identification sticker mentioned herein under.**

Safety signage/ Identification Sticker	Quantity
DC Safety signage	Made up of ACP base, (Location: 2 nos. at PV Array Field)
AC Safety signage	Metallic, 2 nos. (Location : 01 no near Inverter and IIP, 01 no. near GIP)
Identification Sticker	03 Nos. (01 no. on AJB, 01 no. on IIP , 01 no on GIP)

5.14 Fire Extinguishers:

ABC type dry power portable fire extinguishers of minimum capacity 6 kg shall be provided.

5.15 Lighting arrangement

One number 20 watt LED tube light with necessary fittings, wiring through casing capping, Modular switch board contain two (02) no. 5A modular switch, one (01) no. 5A three pin modular plug point of reputed make to be provided near the Inverter and Inverter LT Panel. The connection shall be taken from existing power supply.

5.16 Kiosk:

Kiosk should be wall mounted and made of M. S. Angle (All Outer Frame shall be at least ISA 25mm X 25mm X 3mm and Door Frame shall be at least 20mm X20mm X3mm, MS Flat 25mm X 3mm should be used in vertically and horizontally both way with maintaining **400 mm** interval (maximum), covering with metallic mesh of **25mmX25mm opening and wire diameter 1.5 to 2.0 mm**. Door should have locking arrangement. Kiosk should have good air ventilation. Kiosk should be painted with anticorrosive paint after surface preparation & smoothening surface by sand papering to avoid rust. Solar String Inverter(s), equipment of Remote Monitoring System, Inverter Interfacing Panels, AJB shall be installed in suitable locations in wall mounted Metallic Kiosks. There must be a suitable clearance from the front door of the Kiosk with any of the equipments / panel within the Kiosk. The clearance of the Kiosk from the components at Left Right, Top and Bottom must **150mm**. Minimum clearance should be maintained **1.00 meter** in between the lower edge of any equipments (within the Kiosk) and the surface of the floor. The Kiosk(s) should be fixed properly with maintaining proper line & level and the cost of necessary civil work should be borne by the contractor to fix the same.

5.17 PV Array Cleaning Arrangement

Necessary work and materials is to be provided at site to facilitate easy cleaning and abrasion of the PV Array which includes but not limited as follows:

- a) Laying of uPVC pipes conforming to ASTM D - 1785 and threaded to match with GI pipes / existing pipe of running water with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbow, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect including cost of all necessary fittings/fixtures etc. as required, jointing materials in any position at any rooftop level, above ground.
- b) Providing of Polythene Bib Cock / Stop Cock two (02) numbers with plastic inlet of standard make (outdoor type) in any position at any rooftop level with Post, above ground. The distance between two Bib Cock / Stop must be minimum **3.0m**
- c) Supply of Hosepipe of minimum 12 m. length, Floor wiper with Long PVC handle -02nos. Plastic Bucket -10 ltr two no.

5.18 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.

5.19 Schedule of Work

Schedule of Work for each GRTSPV System of Array Capacity 10 kWp will include but not limited to the following:

Sl No.	Item Description	Qty	Unit
1.	Technical feasibility survey, report preparation	1	Job
2.	Supply, delivery, installation, testing and commissioning of PV Array	1	Job
3.	Supply, delivery, installation, testing and commissioning of PV Module Mounting Structure suitable for installation of PV Array	1	Job
4.	Supply, delivery, installation, testing and commissioning of PV Array Junction Boxes (AJB)	1	Job
5.	Supply, delivery, installation, testing and commissioning of Grid Connected String Inverter.	1	Job

SI No.	Item Description	Qty	Unit
6.	Supply, delivery, installation, testing and commissioning of Web based Monitoring system of the Inverter with modem and necessary attachment with SIM/ necessary communication connections.	1	Job
7.	Supply, delivery, installation, testing and commissioning of Inverter LT panel (IIP)	1	Job
8.	Supply, delivery, installation, testing and commissioning of Grid Interfacing LT Panel (GIP).	1	Job
9.	Supply, delivery, installation, testing and commissioning of DC Cables and conduits and cabling materials.	1	Job
10.	Supply delivery installation testing and commissioning of AC Cables and conduits and cabling material.	1	Job
11.	Supply, delivery, installation, testing and commissioning of Earth Pits.	1	Job
12.	Supply, delivery, installation, testing and commissioning of Equipment and Array structure Earthing and earth Bus, Earth cable and other accessories for installation of the same.	1	Job
13.	Supply, delivery and installation of Project Signage, Schematic Diagram Signage, Safety Signage	1	Job
14.	Supply, delivery, installation, testing and commissioning of Fire extinguisher	1	Job
15.	Supply, delivery, installation, testing and commissioning of Lighting arrangement	1	Job
16.	Supply, delivery and installation of Kiosk	1	Job
17.	Supply, delivery and installation of PV Array cleaning arrangement	1	Job
18.	Training to the Beneficiary	1	Job
19.	Documentation of the project	1	Job
20.	Any other work which is not mentioned above to be required completed the project	1	Job
21	Comprehensive maintenance of the GRTSPV system for five (05) years.	1	Job

Forms
Section VI

Form-1
Bid Form
(To be submitted on the letter head of the bidder)

Ref No:

Date:

To

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

Name of the Work:

Reference: NIE T No:

Sir,

I, the undersigned, being the authorized signatory of (Name and Address of the Bidder/ Name and Address of the Lead Member of Bidding Consortium), having read and examined in detail the NIT 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 are submitting our bid as a **Bidding Company and** declaring the following **(SI no 2 to 21)** . .

Or

We are submitting our bid as **Lead Member of the Bidding Consortium** formed with[**Name and Address of the other member(s) of the Consortium**]. We the lead Member of the Biding Consortium are declaring the following **(SI no 2 to 21)** on behalf of all the member of the Bidding Consortium.

2. 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.
3. We have submitted the requisite amount of “Tender Fee” Rs(Rupees in Word) through online in e-tender portal
4. We have submitted the requisite amount of “Bid Security” Rs. (Rupees in word) through online in e-tender portal
5. We hereby furnish the following as per applicability:

SI No	Item	Bidding Company /Lead Member of the Bidding Consortium	Other Consortium Member (in case of Consortium)
1.	Type of Bidder (Company /Partnership Firm / Limited Liability Partnership/ Any other type please mention)		

Sl No	Item	Bidding Company /Lead Member of the Bidding Consortium	Other Consortium Member (in case of Consortium)
2.	Company i)Registration No: ii)Place of registration:		
3.	GST Registration No		
4.	PAN No		
5.	PF		
5.1	Registration No.		
5.2	Type of PF account (Trustee/EPF/GPF /any other please mention)		

6. Our Yearly Turn over (Bidding Company or Lead member of the consortium) are as follows: [As per financial QR]

Sl No:	Year	Turn over rounded up to in lakh (two digit after decimal) [As per Financial QR]
		Bidding Company/ Lead Member of the Bidding
1.		
2.		
3.		
	Average Turn Over	

7. Our Net Worth detail are as follows: [As per financial QR]

Net-worth of Financial	Bidding Company/ Lead Member of the Bidding Consortium (inRs.)
Average Net worth	

8. Our Liquid Asset and /or evidence of access to or availability of credit facility of equivalent amount details are as follows:

Item	Bidding Company /Lead Member of the Bidding Consortium (inRs.)
Liquid Asset	

Item	Bidding Company /Lead Member of the Bidding Consortium (inRs.)
Availability of credit facility of equivalent amount (As per certificate issued by Bank, submitted with the tender)	
Total	

9. 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		

10. We 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.
11. We 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.
12. We declare that the submitted our offer is without any deviations and are strictly inconformity with the documents issued by WBREDA.
13. We declare that content of the Tender Document including NIEt, ITB , 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.
14. We also declare that in case any deviations are noticed which might have kept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us.
15. If you accept our offer, we 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 is the essence of the contract, if awarded.
16. We offer to execute the work in accordance with the conditions of the NIEt document as available in the e-tender portal
17. This Bid and your subsequent Letter of Acceptance / Work Order /agreement shall constitute a binding contract between us.
18. We here by confirm our acceptance of all terms and conditions of the complete NIEt

document and subsequent corrigendum, addendum, if any, unconditionally.

19. We 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 contractor at the bidding stage, or bid/contract will be liable for truncation/ cancellation/ termination without any notice at the sole discretion of WBREDA
20. We also declare that, we have never been blacklisted and / or there were no debarring actions against us as and/or terminated from any contract on date due to any reason what-so-ever, by WBREDA. 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.
21. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Response to Tender will be rejected and if LoA has been issued, the same will be cancelled and the EMD, Security Deposit, Additional Performance Bang Guarantee will be forfeited /enchased.

Digitally Signed and Upload

Form 2

STATEMENT OF SIMILAR TYPE OF ORDER(S) EXECUTED RELATED TO TECHNICAL QR

[Applicability up to the extent of meeting Technical QR].

Bidder's Name

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

Name of the Work:

Reference :NIeT No:

Sl No	Financial year	Order No. and date	Name of Owner / order issuing authority	Cumulative capacity of the order (Considering similar type of work) (kWp)	Cumulative capacity installed under such order as in column V (Considering similar type of work) (kWp)	Order copy and Completion report of installed systems (scanned copy of certificates to be submitted in non- statutory cover)	Remarks
I	II	III	IV	V	VI	VI	VII
1							
2							
3							
4							
5							
6							
7							
8							
9							

Similar type of work shall be as per technical QR

(Form -3)

Statement of Similar Type of Order(s) executed related to Financial QR (Not applicable)

Sl No	Financial year	Order No. and date	Order Value	Name of Owner / order issuing authority	Cumulative capacity of the order (Considering similar type of work) (kWp)	Cumulative capacity installed under such order as in column V (Considering similar type of work) (kWp)	Order copy and Completion report of installed systems (scanned copy of certificates to be submitted in non-statutory cover)	Remarks
I	II	III	IV	V	VI	VII	VIII	IX
1								
2								
3								
4								
5								
6								
7								
8								
9								

Similar type of work shall be as per financial QR

Form-4
CONSORTIUM AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value (minimum 100/-) as per Stamp Act relevant to place of execution and Duly Notarized]

Agreement is made on this _____ day of _____, 2023

BETWEEN

M/s. _____, an entity constituted in accordance with the laws of India and having its Registered Office at _____, acting through its duly authorized representative, Mr. / Ms. _____ [Please insert name and designation] (hereinafter referred to as the 'First Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the First Part;

AND

M/s. _____, an entity constituted in accordance with the laws of India and having its Registered Office at _____, acting through its duly authorized representative, Mr. / Ms. _____ [Please insert name and designation] (hereinafter referred to as the 'Second Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the Other Part.

AND

M/s. _____, an entity constituted in accordance with the laws of India and having its Registered Office at _____, acting through its duly authorized representative, Mr. / Ms. _____ [Please insert name and designation] (hereinafter referred to as the 'Third Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the Other Part.

AND

M/s. _____, an entity constituted in accordance with the laws of India and having its Registered Office at _____, acting through its duly authorized representative, Mr. / Ms. _____ [Please insert name and designation] (hereinafter referred to as the 'Fourth Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the Other Part.

WHEREAS West Bengal Renewable Energy Development Agency (WBREDA) a society, registered under West Bengal Society Registration Act 1961 having its Registered Office at Bikalpa Sakti Bhaban, J1/10, Block EP&GP, Sector V, Saltlake, Kolkata 700091 (hereinafter called "WBREDA") had invited bids for the project of title "**Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV**

Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal” (hereinafter called the “Project”) and the bid conditions require that the applicants bidding for the same should form a Consortium for bidding as well as executing the Project and till completion of its defect liability period of the project.

AND WHEREAS the Parties of the First and Second Parts jointly satisfy the eligibility criteria laid down by WBREDA for participating in the bidding process by forming a Consortium between themselves.

The Parties hereby form such a Consortium subject to the following terms and conditions and this Agreement shall form a part and parcel of the Agreement for the work against the tender for of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** in response to the NIeT No DTD.....for execution of the Project.

1. Object:

The object of this agreement is for the parties to the consortium herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and jointly prepare and submit their tender as per terms & conditions of the NIeT No. DTD:of WBREDA for taking up the work of against the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”**

2. Exclusivity:

2.1 The Parties to the consortium herein agree that no party shall, consequent to the successful bidding, withdraw from this Agreement during the execution of the Project in connection with the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** for any reason, whatsoever.

2.2 The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by WBREDA for awarding the work of against the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** for execution of the Project including signing contract with all stake holders in the execution of this Agreement and the above-mentioned Contract under the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array**

capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”

3. Project Coordinator:

The Parties hereby agree that the Party of the First Part shall act as the “Lead Member” for self and on behalf of the other parties and shall enter into and execute the Agreement for the work against the tender of title “Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal” in response to the NIEt No DTD:issued by WBREDA for itself and on behalf of the other parties. The parties herein further declare and confirm that they are jointly and severally bound to WBREDA for execution of the Agreement for the work against the tender for of title “Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal” in response to the NIEt No DTD: issued by West Bengal Renewable Energy Development Agency (WBREDA) in accordance with its terms and shall jointly and severally be liable to WBREDA to perform and abide all contractual obligations, including technical guarantees mentioned therein and in this Agreement. The **Lead Member** is authorized to incur all liabilities and receive instructions for and on behalf of any or all **Members** of the Consortium.

4. Responsibilities and Obligations of the Parties:

It is the primary responsibilities and obligations of the Lead Member of the Consortium to complete the project in all respect and other follow up activities during Maintenance and defect liability period as per terms and conditions of the tender. However, the said responsibility shall also be borne by each of the Parties individually or jointly to complete the entire project in all respects and also shall operate and maintain the project till the expiree of the defect liability period of **five (05) years** as per terms of the Tender.

5. Co-operation:

5.1 The **Lead Member** undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Agreement for the work against the tender for of title “Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal” in response to the NIEt No DTD: The **Lead Member** undertakes to provide WBREDA with all information at its disposal for due performance of the Agreement for the work against the tender of title “Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal” in response to the NIEt No DTD: The Parties to the consortium herein also undertake to share timely information among themselves and with WBREDA regarding any financial problems / crisis /turmoil or any working capital problem which includes non-payment to the vendors or other impediments which may have an impact on the timely execution of the Project or performance of the

Agreement for the work against the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** in response to the NIEt No **DTD:** and shall take all remedial measures to ensure successful performance of all the obligations of the consortium hereto and under the Agreement for the work against the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** in response to the NITe No **DTD:**

5.2 Notwithstanding the liability of **Lead Member** in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and the Agreement for the work against the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** in response to the NIEt No **DTD:** and each Party shall pay its own taxes and make other statutory and mandatory payments / taxes / duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are to be kept for all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement and the Agreement for the work against the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** in response to the NIEt No **DTD:**

5.3 The **Lead Member** shall be responsible to maintain contact with WBREDA and request clarification, guidance or advice whenever needed. The other Parties to the consortium herein shall route all their requests with regard to clarification and guidance through the Lead Member.

5.4 The Lead Member undertakes to receive all payment from WBREDA pertaining to this agreement on behalf of all parties to the Consortium and Lead Member is solely responsible to disburse the same for meeting all liabilities of the project which includes distribution of agreed margin among the parties of the consortium. However, on account of non-payment of any dues to the parties to the Consortium or to the vendor of the project by the Lead Member shall not make WBREDA responsible and no liability cannot be imposed by any parties to the Consortium or vendors on WBREDA.

6. Applicable Law:

This Consortium Agreement shall be governed, construed and interpreted in accordance with the applicable laws of India and the Courts in Kolkata shall have the exclusive jurisdiction in all matters /legal dispute originating out of this Agreement.

7. Part of Contract:

It is further agreed by the Parties herein that this Consortium Agreement shall be irrevocable and shall form an integral part of the Agreement the work against the tender of title “**Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal**” in response to the NIEt No DTD:and shall continue to be enforceable against the Parties herein by the wok against the tender of title “**Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal**” in response to the NIEt No DTD: are fulfilled. It shall be effective on the date first mentioned above for all purposes and intends.

IN WITNESS WHEREOF, the Parties herein have through their respective authorized representatives have executed these presents and affixed their hands and common seal/legal seal of the respective companies /firm / legal entities on the day, month and year aforementioned.

8. Number of Constituents of Consortium:

The total numbers of entities/individuals comprising consortium shall not exceed **four**.

Signed, Sealed & Delivered by:

Sri _____

On behalf of _____

(Designation)

In presence of:

WITNESSES -

1.

2.

Authorised Signatory

Signed, Sealed & Delivered by:

Sri _____

On behalf of _____

(Designation)

In presence of:

WITNESSES -

1.

2.

Authorised Signatory

Signed, Sealed & Delivered by:

Sri _____

On behalf of _____

(Designation)

In presence of:

WITNESSES -

1.

2.

Authorised Signatory

Signed, Sealed & Delivered by:

Sri _____

On behalf of _____

(Designation)

In presence of:

WITNESSES -

1.

2.

Authorized Signatory

Form-5

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

[To be executed on non-judicial stamp paper of appropriate value (minimum 100/-) as per Stamp Act relevant to place of execution and Duly Notarized]

Whereas the (“The Authority”) has invited applications from interested parties for the Project (the “Project”).

Whereas,,,,, and (Collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Notice Inviting Tender (NIT), Tender Document and other connected documents in respect of the Project,

And

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS We, having our registered office at, M/s. having our registered office at, [Name of the Consortium member company] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate nominate, constitute, appoint and authorize M/S having its registered office at, [Name of the Consortium member company] being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for the tender of title **“Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 50 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”** in response to the NIT NoDTD: issued by West Bengal Renewable Energy Development Agency (WBREDA) for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession /contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 23

Signed by other Consortium Members

Member 1
For(Signature)
.....(Name & Title)
.....Seal

Member 2
For(Signature)
.....(Name & Title)
.....Seal

Member 3
For(Signature)
.....(Name & Title)
.....Seal

Accepted by on behalf of Lead Member

.....(Signature)
.....(Name & Title)
.....Seal

Witness

- 1.
- 2.

To be executed by All the member of Consortium

Form -6

FORMAT FOR SUBMISSION OF PRE-BID QUERIES			
Reference :NIeT No:			
Name of the work :			
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			
• Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.			

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: akd.wbreda@gmail.com

Form 7

(Bidders Letterhead)

Proposed modifications

(To be submitted before Pre-bid meeting)

Bidder's Name & Address:

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

Name of the Work:

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:

Sl.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: akd.wbreda@gmail.com

Date : (Signature).....

Place : (Authorized Representative of bidder)

(Designation).....

Name of the bidder:

Annexure

Section VII

ANNEXURE-1
PROFORMA OF LETTER OF AWARD (LOA)

Letter of Award of Contract' for Supply, Erection, Commissioning and Testing and five (05) years comprehensive Operation and Maintenance

LETTER OF AWARD

Ref No:

Date:

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

Sub: Letter of Award for "Name of the work"

1. This has reference to the following

- a. Our NIT.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 for 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 Email message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security. (*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 Email 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. West Bengal Renewable Energy Development Agency (WBREDA) is pleased to place this Letter of Award (LOA) on accepting your proposal submitted vide your **bid id no**read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Corrigendum refer to para 1 above and award on you the Contract for the scope of work covering “Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp including five (5) years Comprehensive Maintenance on turnkey Basis at various location of West Bengal”

3. You shall be responsible for works to be executed under this Contract and it is expressly understood and agreed by you that any breach or occurrence of default giving us a right to terminate this Contract and /or recover damages, if any it is also expressly understood and agreed by you that the supply of equipment / materials including installation commissioning of the same shall give satisfactory performance in accordance with the provisions of the contract.

4. **Brief Scope of work:.....**

5. You shall prepare and finalize the contract documents for signing of the formal Contract Agreement and shall enter into the contract Agreement with the controlling officer, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within ten (10) days from the date of acceptance of this Letter of Award.

6. **Site details:**

7. **Completion Time:.....**

8. **Contract Price:**

9. **Procedure of Payment:....**

10. **Payment Terms and Payment Schedule:.....**

11. **Performance Bank Guarantee :.....**

12. **Additional Performance Guarantee:..... (If applicable)**

13. **Variation:**

14. **Taxes Duties and other Levies:**

15. **Liquid dated Damage:.....**

16. **Risk Purchase:.....**

17. **Hand Over of Project:.....**

18. **Defect Liability Period:**.....

19. **Comprehensive Maintenance during defect liability period:**.....

20. **Controlling Officer of the Work:**

21. **Supervising Officer of the Work:**

22. **Paying Authority of the Work:**

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 “**Unconditionally Accept the LoA**” as a proof of your acknowledgement and confirmation

Please take the necessary action to commence the work and confirm action within 07 days from the date of issuance of the LOA.

Encl:

- 1) Schedule of Work/BOQ
- 2) Contract Agreement Format
- 3) Bank Guarantee Format

Yours faithfully

Superintending Engineer

Annexure -2
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 **WBREDA** having its head office at Bikalpa Shakti Bhavan, J1/10, Block – EP&GP ,Sector – V , Salt Lake Electronics Complex, Kolkata -700091 herein after referred s '**Purchaser**' (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 expressions 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 as per Tender and Letter of Award.

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

This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Contractor;

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. Letter of Award
2. BOQ/Schedule of Work

Annexure -3

PROFORMA OF BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Bank Guarantee No..... Date:.....

To
The Superintending Engineer
WBREDA
Bikalpa Shakti Bhavan,
J-1/10, EP & GP, Block,
Salt Lake, Sector-V, Kolkata – 700 091

Dear Sirs,

In consideration of WBREDA, (herein after referred to as the “WBREDA” which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns) is going to award an order for..... (name of the work) against NIT No.....dated.....to

.....with registered/Head officeat.....

(hereinafter referred to as “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), and the Contractor having agreed to provide an Additional Performance Security @10% of the tendered value in terms of the provisions of the said NIT for faithful and due fulfillment of all obligations as laid down in Tender documents equivalent to Rs. (Rupees.....) (Value of BG) of the WBREDA.

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 WBREDA, on demand any or all monies payable by the Contractor to the extent of Rs.....(.....in words.....)as a foresaid 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 WBREDA on the bank shall be conclusive and binding not withstanding any difference between the WBREDA 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 WBREDA and further agrees that the guarantee herein contained shall continue to be enforceable within claim period of.....[ninety(90)]..... after the validity of this guarantee.

The WBREDA 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 WBREDA 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 forbear to enforce any covenants, contained or implied in the Contract between the WBREDA and the Contractor or any other course or

remedy or security available to the WBREDA. The Bank shall not be relieved of its obligations under these presents by any exercise by the WBREDA 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 WBREDA or any other indulgences shown by the WBREDA 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 WBREDA 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 notwithstanding any security or other guarantee the WBREDA may have in relation to the Contractor's liabilities.

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

All right of WBREDA under this guarantee shall be forfeited and the Bank shall be relived and discharged from all liabilities there under unless a demand or claim is lodged by WBREDA under this guarantee against the Bank within[ninety(90)]..... days from the above mentioned date or from the extended date. Dated this..... day of20.....at.....

WITNESS

.....
(Signature)

.....
(Name) (Name)

.....
(Official Address)

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

Note:

1. The stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the Bank Guarantee is being issued. The bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the State of India from where BG has been issued or the State of India from where the BG shall be operated, whichever is higher.

Annexure -4

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 WBREDA, (herein after referred to as the “Owner” which expression shall unless repugnant to the context or meaning there of 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 a foresaid
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 not
withstanding 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 the more 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 forbear 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 the more 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 notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove 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.....20.....at..... day of

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

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