WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Tender Document
for

CONSTRUCTION OF 02 NOS 132/33 KV,50 MVA TRANSFORMER BAY AND 02 NOS 33 KV BAYS AT BARJORA 132 KV SUB-STATION AND 01 NO 132 KV LINE BAY AT BAMUNARA 132 KV SUB-STATION AND ALLIED WORK ON TURN KEY BASIS..

NIT No. **CE/ (O&M) – II/TR/33/132KV BAY-BARJORA-BAMUNARA/2024-25/06, DATED 05.07.2024**

Section I – V,VIIA,VIIB

Notice Inviting Tender (NIT)
Instruction to Bidders (ITB)
Bid Data Sheet (BDS)
General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
Bid Forms
Annexures

WBSETCL

CHIEF ENGINEER: (O&M) – II
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
VIDYUT BHAVAN
10TH. Floor, 'D' BLOCK
SALT LAKE CITY, KOLKATA – 700 091

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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.

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Section I - NOTICE INVITING TENDER

ABRIDGED NOTICE INVITING TENDER

WBSETCL

(A Govt of West Bengal Enterprise)

CHIEF ENGINEER: (O&M) – II, VIDYUT BHAVAN

NOTICE INVITING TENDERS

For

CONSTRUCTION OF 02 NOS 132/33 KV,50 MVA TRANSFORMER BAY AND 02 NOS 33 KV BAYS AT BARJORA 132 KV SUB-STATION AND 01 NO 132 KV LINE BAY AT BAMUNARA 132 KV SUB-STATION AND ALLIED WORK ON TURN KEY BASIS.

[Domestic Competitive Bidding]

1. ***West Bengal State Electricity Transmission Company Limited (WBSETCL)*** invites bids from the eligible bidders on turnkey basis through Domestic Competitive Bidding for design, engineering, supply & delivery, erection, testing and commissioning including transportation & insurance, storage in respect of "Construction of 02 nos 132/33 KV,50 MVA Transformer Bay and 02 nos 33 KV bays at Barjora 132 KV sub-station and 01 no 132 KV line bay at Bamunara 132 KV sub-station and allied work on Turn Key Basis." against NIT No. CE/ (O&M) – II/TR/33/132KV BAY-BARJORA-BAMUNARA/2024-25/06, DATED 05.07.2024.

   Interested Bidder may download the Bid documents from 05.07.2024 from 06.00 P.M. and Bids shall be submitted online up to 3.00 P.M. on 05.08.2024**.**

   Intending bidder may download the tender documents from the website http://etender.wb.nic.in OR wbtenders.gov.in directly with the help of Digital Signature Certificate..

DETAILED NOTICE INVITING TENDER

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

CHIEF ENGINEER: (O&M) – II, VIDYUT BHAVAN

NOTICE INVITING TENDERS

For

CONSTRUCTION OF 02 NOS 132/33 KV,50 MVA TRANSFORMER BAY AND 02 NOS 33 KV BAYS AT BARJORA 132 KV SUB-STATION AND 01 NO 132 KV LINE BAY AT BAMUNARA 132 KV SUB-STATION AND ALLIED WORK ON TURN KEY BASIS.

[Domestic Competitive Bidding]

NIT No: **CE/ (O&M) – II/TR/33/132KV BAY-BARJORA-BAMUNARA/2024-25/06, DATED 05.07.2024**.

1. ***West Bengal State Electricity Transmission Company Limited (WBSETCL)*** invites bids from the eligible bidders on turnkey basis through Domestic Competitive Bidding for design, engineering, supply & delivery, erection, testing and commissioning including transportation & insurance, storage in respect of "Construction of 02 nos 132/33 KV,50 MVA Transformer Bay and 02 nos 33 kv bays at Barjora 132 KV sub-station and 01 no 132 KV line bay at Bamunara 132 KV sub-station and allied work on Turn Key Basis" against **NIT No. CE/ (O&M) – II/TR/33/132KV BAY-BARJORA-BAMUNARA/2024-25/06, DATED 05.07.2024**.

2. **SCOPE OF WORK** : The work covered under this tender shall be but not limited to the following:-

A) <u>SUPPLY:-</u>

Supply and delivery of all outdoor and indoor equipments with all associated accessories etc. conforming to Technical Specification and approved drawings for Construction of 02 nos 132/33 KV,50 MVA Transformer Bay and 02 nos 33 KV bays at Barjora 132 KV sub-station and 01 no 132 KV line bay at Bamunara 132 KV sub-station and allied work on Turn Key Basis.

B) <u>ERECTION:-</u>

<u>The scope includes the following but not limited to:</u>

- Civil Foundation: All the civil foundation works of equipments/Structures/tower including Cable trenches conforming to Technical Specification and approved drawings.

- Equipment: Erection of equipment with .associated structures, necessary connections through drawl of pipe bus/conductors complete as per requirement for successful commissioning of Construction of 02 nos 132/33 KV,50 MVA Transformer Bay and 02 nos 33 KV bays at Barjora 132 KV sub-station and 01 no 132 KV line bay at Bamunara 132 KV sub-station under Bankura/Durgapur Area Office and allied work on Turn Key basis as per Technical Specification and approved drawings.

- Earthing:All works related to extension of earth – mat wherever necessary as per BOQ, proper earthing of all equipment and structures along with treated and untreated earth pit including auxiliary earth mat for Isolators, wherever necessary etc. as per Technical Specification and approved drawings.

- Crushed Stone: Spreading of 100 mm. thick washed Crushed Stone over switch yard surface over a layer of 75 mm thick 1:5:10 cement, sand, jhama khoa/ crushed stone.

3. Estimated Cost for the Project: - **Rs. 536.20 Lac (Rupees Five Crores Thirty Six Lac and Twenty Thousand) only.**

4. **WBSETCL** intends to finance this project.

5. Detailed Specification, scope of supply and terms and conditions of supply are given in the bidding documents, which are available at the online e-tendering portal https://wbtenders.gov.in / or https://etender.wb.nic.in as per the following schedule:

Sl No	Particulars	**Date & Time**
1	Bidding document No	**CE/ (O&M) – II/TR/33/132KV BAY-BARJORA-BAMUNARA/2024-25/06, DATED 05.07.2024.**
2	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	**05.07.2024 from 02.00 P.M.**
3	Documents download/sell start date (Online)	**05.07.2024 at 06:00 P.M**
4	Documents download/sell end date (Online)	**05.08.2024 up to 03:00 P.M.**
5	Closing date of hard copy submission of clarification/pre-bid queries/proposed modifications /	**12.07.2024 up to 03.00 P.M.**

	additional information (if any)	
6	Pre-bid meeting to be held at Office of the Chief Engineer: (O&M) – II, 10th Floor, D-Block Bidyut Bhawan.	**15.07.2024 at 02.30 P.M.**
8	Bid submission start date (On line)	**22.07.2024 from 09:00 A.M**
9	Bid Submission closing (On line)	**05.08.2024 up to 03:00 P.M.**
10	Last Date of submission of original copies for the cost of Bidding Documents and Earnest Money Deposit in sealed envelope. & legally enforceable documents as mentioned in General guidelines for e-tendering in sealed envelope.	**06.08.2024 up to 03:00 P.M.**
11	Bid opening date for Technical Proposals (Online)	**07.08.2024 up to 03:00 P.M.**
12	Date of uploading list for Technically Qualified Bidder(online)	**Will be uploaded after completion of the techno-commercial evaluation.**
13	Date for opening of Financial Proposal (Online)	**Will be published in due course.**
14	Completion Time	**365 days** from the date of placement of LOA.

6. A complete set of bidding documents may be downloaded by any interested bidder.
7. Downloading the bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents uploaded by the bidder

8. All bids must be accompanied by bid security for an amount of **Rs 5.40 Lakh [Rupees Five Lakh Forty Thousand only].**

   Details guidelines herein under for submission of bid-security

   a. The bidder shall login to the e-Procurement portal of Government of West Bengal https://wbtenders.gov.in using his login Id and password.

   b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

      i. Net-banking through Payment Gateway.

      ii. Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG ***i.e. Bank Guarantee of an amount of Rs* 5.40 *Lakh (with validity for a***

period of 240 days from the date of opening of Technical Bids with a claim period of another 90 days thereafter) along with requisite testimonials for proportional EMD in the EMD exemption document upload section. Physical copy of BG shall be submitted within the stipulated date at the office of the **Chief Engineer (O&M)-II, 10th Floor, D-Block, Bidyut Bhawan.**

For preparation of BG the Bank details of WBSETCL is given below:

STATE BANK OF INDIA
INDUSTRIAL FINANCE BRANCH, KOLKATA
4th & 5Th FOOLR ,JEEVAN DEEP BUILDING,1-MIDDLETON STREET
KOLKATA-700071
A/C No. 41456850307
IFSC CODE : SBIN0001936

c. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.

d. GENERAL INSTRUCTIONS FOR ONLINE PAYMENT:

- ► The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- ► Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender has fixed EMD on line item (multiple items) basis, then, for the cases when actual EMD value calculated as per NIT by the bidder is less than the one mentioned in e-tender portal, bidders shall mandatorily opt for Exemption for payment of actual EMD amount and upload the requisite testimonials for proportional EMD and its proportional amount is to be paid in form BG/ online mode.
- ► The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

e. Refund/Settlement of EMD Amount:

- ► For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ► For successful bid(s), EMD will be refunded from WBSETCL authority after completion of tendering process and following due procedures.
- ► The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- ► For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547320 and 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

9. Non submission of the acceptable bid security along with prescribed cost of bidding documents as specified here, in a sealed cover or submission of bid security of

inadequate value shall be rejected by the WBSETCL and in such cases bids shall be considered as non responsive.

10. Qualifying Requirement for bidders:

In addition to the requirements stipulated under Section, Instruction to Bidders (ITB), the following shall also apply:

The Bidder must have to meet the following conditions:

A. Financial Capability:

- **i.** The **Minimum Average Annual Turnover (MAAT)** of the Bidder for the best 3 (three) years out of the last 5 (five) financial years for which the audited accounts are available shall not be less than **Rs. 804.30 Lakh.**
- **ii.** **Net worth** at the end of last financial year shall be **positive.**
- **iii.** Bidder shall have **Liquid Asset (L.A.)** and/ or evidence of access to or availability of credit facilities of equivalent amount not less than **Rs. 134.05 Lakh.**

B. Technical Capability and Experience:

The Bidder, who intends to participate in the Bid, shall have to comply the following criteria:

The Bidders must have experience of successful execution of at least **02(Two) nos**. 132 KV or Higher Voltage Class Feeder/Transformer bays in a running Sub Station **OR** 01 NO 132 KV or Higher Voltage Class Feeder/Transformer Bays with 02 Nos 33 KV or Higher Voltage Class Feeder/Transformer Bays in a running Sub Station during last **5 (five)** years as on the date of NIT with or without supply of equipments/materials, but including civil and electrical erection work and installation, testing and commissioning of bays. Such work must be in successful operation for not less than one year in any Indian Power utility as on the date of NIT.

The above information is to be supported by certificate stating successful completion and satisfactory performance certificate and Taking over Certificate [TOC] of the relevant contract executed.

C. Personnel Capability:

The bidder must have full-fledged set up for executing similar projects in power utility. Details of execution set up to be deployed by the bidder shall be furnished in their offer.

Project Management team shall be headed by a Project Manager who shall have at least 2(two) years experience in execution of such contract of comparable nature. He shall be stationed at work site.

D. Other requirement:

Bids may be submitted by a Registered Company that on its own (**credentials of experience as a JV partner shall not be considered**) meets all the qualifications, experience and

requirements set forth in bidding document. Bidder shall also satisfy the following conditions:
:

a) They shall possess a valid electrical contractor's license issued under the Act.

b) All equipment offered for this tender shall be Type Tested and they should procure the equipments/materials from approved maker's list of WBSETCL.

c) The "Must Conditions" to be met by the bidder have been further elaborated in the NIT. Bidders shall upload scanned copies of valid and authenticated documentation in support of his capability/experience/requirement and qualification.

11. Completion period for the project is **365 (three hundred and sixty five) days** from the date of placement of LOA.

12. The tender consist of 4 (four) Price Schedules, two price schedules relating to Supply of equipment and materials etc. and two price schedules relates to corresponding erection of materials/ equipment etc. at the said locations. Bidders are advised to offer their price for all the four schedules. In case any of the price schedule is left blank it will be considered that the bidder shall execute the total work as per total price offered for the other price schedules taken together.

13. WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding without assigning any reasons thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.

14. The bidder may mailed their Pre – Bid quarries to the following E-mail within the scheduled date as mentioned above.

15. **Technical Specification: -** All the Technical Specifications are available in the WBSETCL's website i.e. www.wbsetcl.in and the same may be followed.

16. **ADDRESS FOR COMMUNICATION**

The Chief Engineer: (O&M) - II,
West Bengal State Electricity Transmission Company Limited,
10th Floor, "D" Block,
Block -DJ, Bidyut Bhavan,

Sector –II, Salt Lake City,
Kolkata -700091.

Fax : 91-33-2359-1901
Telephone : 91-33-2359-1901
E-mail : cecontcl@gmail.com
Website : www.wbsetcl.in

GENERAL GUIDANCE FOR E-TENDERING:

A. **Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering**.

i.Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to https://etender.wb.nic.in or wbtenders.gov.in. The contractor is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each contractor 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 in Clause A.1. above. DSC is given as a USB e-Token.

iii.Collection of Tender Documents:

The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

B. Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other is Financial 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).

Submission of one set of Hard copy:

- **Bidders must submit the "Cost of Bidding document (original) & Bid Security (ORIGINAL + 2 COPIES)" together in one sealed envelope.**
- **Original Power of Attorney, Original Affidavit regarding Eligibility, Original Joint deed of undertaking and legally enforceable document (if any) must be submitted in a separate sealed envelope clearly stating the contents of these envelope.**
- **These two separate sealed envelopes must again be enclosed in one sealed envelope clearly stating the package name and its contents.**

- **N.B. Bidders are required to submit only the above mentioned documents in original in hard copy and no other documents shall be submitted. Submission of any other document shall not be accepted. Bidders are not required to submit any hard copy of the Technical bid/Price/Financial Bid (BOQ) also.**

B.1 Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

B.1.1 Statutory Cover containing the following documents:

a) Demand Draft / Bankers Cheque/Bank Guarantee towards cost of tender documents as prescribed in the N.I.T.

b) Demand Draft / Bankers Cheque/Bank Guarantee towards Bid Security (EMD) as prescribed in the N.I.T.

c) Scanned copy of the forms/formats under Section VII A(provided separately) of the Tender Document duly filled up and uploaded comprising of the following:

1. Bid Form (withour Price)

2. Power of Attorney in favour of Signatory of the Bid

3. Qualification Criteria

4. Litigation History

5. Affidavit regarding eligibility

6. Technical compliance Form

7. Details of Sub-contractor of all items of supply

8. List of Erection Tools and Equipments

9. Details of bought-out items to be directly despatched by Sub-contractors to site

10. Quality Assurance Programme

11. Milestone schedule for key activities

12. Transformer/ Reactor Loss Figures (if applicable).

13. Declaration: (i) Unconditional Acceptance of Tendered Price schedule (ii) Approved Makers List of WBSETCL.

The rate shall be quoted in the B.O.Q. only. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. **In case quoting of rate anywhere else in the Bid document shall be liable for rejection of the bid summarily**.

B.1.2.Non-statutory Cover containing the following documents:

a. Financial Documents:

(i) **Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws** (a copy of certificate of registration to be enclosed)

(ii) TAN No:(a copy of certificate to be enclosed)

(iii) PAN No(a copy of certificate to be enclosed)

(iv) PF Account No(a copy of certificate to be enclosed)

b) Registration Certificate under Company Act. (if any).

c) Registered Deed of partnership Firm / Article of Association & Memorandum.

d) Tax Audited Report along with Balance Sheet & Profit & Loss A/c. for the last 5 (*five*) years (year just preceding the current Financial Year will be considered as year – I).

e) List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill.

f) List of Technical staffs along with structure & organization.

g) Similar nature of work done & completion certificate which is applicable for eligibility in this tender.
Viz. List of Work order references with execution status of similar Works in the past; Copies of Un-priced Work Orders/Letters of Award and corresponding delivery Challans / Stores Receipt Vouchers/Excise Duty Invoice, Client's Certificate, etc., i.e. proof of execution of Purchase Order/ Works;

N.B.: Failure of submission of any of the above mentioned documents as stated above will render the bidder liable to be rejected for both statutory & non statutory cover.

C. THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

My Document Format of West Bengal State Electricity Transmission Company Ltd:

Sl No	Category Name	Sub Category Description	Details	Remarks

A	**CERTIFICATES**	CERTIFICATES	(i).**Goods and Services Tax registration No** (a copy of certificate of registration to be enclosed) (ii).TAN No:(a copy of certificate to be enclosed) (iii).PAN No(a copy of certificate to be enclosed) (iv) PF Account No (a copy of certificate to be enclosed)	
B	**COMPANY** **DETAILS**	COMPANY DETAILS 1	INCORPORATION CERTIFICATE, MEMORANDUM OF ASSCIATION /ARTICLE OF ASSOCIATION, TRADE LICENCE.	
C	**CREDENTIAL**	CREDENTIAL 1	SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER (**to meet the QR**). List of Work order/Letters of Award references with execution status of similar purchases/ Works in the past; Copies of Un-priced Work Orders/Letters of Award.	
		CREDENTIAL 2	In the CREDENTIAL 2 folder, Bidders must submit the corresponding delivery Challans / Stores Receipt Vouchers/ **Tax** Invoice, Client's Certificate for	

			Completion/ Performance etc., i.e. proof of execution of Purchase Order/Work Order/ Works/Letters of Award	
D	**EQUIPMENT**	MACHINERIES 1 MACHINERIES 2 MACHINERIES 3 MACHINERIES 4 MACHINERIES 5 LABORATORY	1. AUTHENTICATED COPY OF **TAX** INVOICE, CHALLAN &**E**-WAYBILL (MACHINERY). 2. AUTHENTICATED COPY OF **TAX** INVOICE, CHALLAN (LABORATORY).	**Bidders to submit documents in support of Form 9 – List of erection tools and equipment of Section VII A –Bid Form)**
E	**FINANCIAL INFO**	WORK IN HAND		**Documents in support of Form 4E: Present Order Book position of Section VII A –Bid Form)**
		PAYMENT CERTIFICATE 1 PAYMENT CERTIFICATE 2	ONLY PAYMENT CERTIFIACTE NOT THE TDS CERTIFICATE. BANKER'S CERTIFICATE, SOLVENCY CERTIFICATE AND OTHER RELEVANT DOCUMENTS.	
		P/L AND BALANCE SHEET 2022-2023	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)	
		P/L AND BALANCE SHEET 2021-2022	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)	

		P/L AND BALANCE SHEET 2020-2021	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)	
		P/L AND BALANCE SHEET 2019-2020	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)	
		P/L AND BALANCE SHEET 2018-2019	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)	
F	**MANPOWER**	TECHNICAL PERSONNEL	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURE & ORGANIZATION (AS PER NIT).	**Documents in support of Form 4F: Present Order Book position of Section VII A –Bid Form)**
		TECHNICAL PERSONNEL ON CONTRACT	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURE & ORGANIZATION (AS PER NIT).	

NOTE: BLACK & WHITE SCN
MULTIPAGE SCAN
DPI MAX 200-300

D. Tender Evaluation Committee (TEC) – Duly constituted Tender Evaluation Committee of WBSETCL

E. Opening & evaluation of tender:

F. Opening of Technical Proposal:

Technical proposals will be opened by the Tender Evaluation Committee electronically from the website using their Digital Signature Certificate (DSC).

G. Intending bidders may remain present if they so desire.

H. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

I. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

J. Summary list of technically qualified bidders will be uploaded online.

K. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be considered and uploaded in the web portals.

L. During evaluation the committee may summon of the bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

M. Financial Proposal

1. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The Bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.

2. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

a. Financial capacity of a bidder will be judged on the basis of information furnished in Section - B.

b. Penalty for suppression / distortion of facts:

N. If any bidder fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

O. Rejection of Bid:

Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

P. Award of Contract

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

The notification of award will constitute the formation of the Contract.

The Agreement in format provided in Section VII-B will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents.

Chief Engineer: (O&M) - II

West Bengal State Electricity Transmission Company Ltd

Section II - INSTRUCTION TO BIDDERS

A. Introduction

ITB. 1. Source of Funds

West Bengal State Electricity Transmission Company Limited (hereinafter referred to as **WBSETCL** or "Purchaser") intends to finance the procurement covered under these bidding documents from the source as mentioned in Bid Data Sheet (BDS).

ITB. 2. Brief Scope of work

The scope of work shall be on the basis of single source responsibility, completely covering all the Equipment/Material specified under the Technical Specifications. It will include the following:

a. Detailed design of the Equipment/ Materials.

b. Complete manufacture including shop testing.

c. Providing engineering drawing, data, operational manual, etc for the Purchaser's approval.

d. Packing, forwarding, transportation and insurance of Equipment/ Material from the manufacturer's works to the Site.

e. Receipt, storage, preservation, insurance and conservation of Equipment/ Material at the Site.

f. Reliability tests, performance and guarantee tests, wherever applicable, on completion of commissioning.

g. Erection, testing, commissioning and insurance of all the Equipments/ Materials.

ITB. 3. Qualifying Requirements

ITB.3.1. The bidder shall provide evidence that he

ITB.3.1.1. is a manufacturer/supplier/turnkey Contractor, who regularly manufactures/supplies/undertakes installation and commissioning of the Equipment/ Materials of the type specified and/or undertakes the type of work specified and has adequate technical knowledge and relevant experience for the works covered in the bidding documents;

→***Any Bidder from a country which shares a land border with Indio will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of placement of Letter of Award. However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects***.

ITB.3.1.2. Has adequate financial capability to meet the financial obligations in relation to the Works covered in the bidding documents [The Bidders should submit

one (1) copy of their Profit & Loss account and Balance sheet for the last five (5) years]

ITB.3.1.3. has adequate design, manufacturing and/or fabrication capability and capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under these bidding documents). If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his bid, then the details of alternative arrangements to be organised by the bidder and/or his collaborator/associate for this purpose and which shall meet the Purchaser's approval, shall also be furnished

ITB.3.1.4. has an adequate project management organisation covering the areas related to engineering of Equipment/Materials, interface engineering, procurement of equipments and the necessary field services required for successful construction, testing and commissioning of all the Works covered in the scope of work for this package and as required by the bidding documents

ITB.3.1.5. has established quality assurance systems and organisation designed to achieve high levels of system reliability, both during his manufacturing and/or fabrication and field installation activities

ITB.3.2. In addition to the requirements stipulated above, the bidder should also submit an affidavit as per Form: 6 of Section VIIA and meet the qualifying requirements stipulated in BDS.

ITB.3.3. Joint Venture bids will not be permitted.

ITB.3.4. In case bidder is permitted in the BDS to offer to supply and/or install Equipment/ Materials under the Contract that the bidder did not manufacture or otherwise produce and/or install, the bidder shall (i) have the financial and other capabilities necessary to perform the Contract; (ii) have been duly authorised by the manufacturer or producer of the related Equipment/ Materials to supply and/or install that item in India; (iii) be responsible for ensuring that the manufacturer or producer of the related item meets the minimum criteria listed for that item.

ITB.3.5. The bidder shall furnish, as part of his techno-commercial bid, documents establishing the bidder's qualifications to perform the Contract to the satisfaction of the Purchaser. All documents required to establish bidder's Financial and Technical capability must be submitted as part of techno-commercial bid. In particular the following documents, as applicable need to be submitted by the bidder.

ITB.3.5.1. List of purchase order references with execution status of similar purchases/ Works in the past;

ITB.3.5.2. Copies of Un priced Purchase Orders and corresponding delivery Challans / Stores Receipt Vouchers/-**Tax** Invoice, Client's Certificate, etc., i.e. proof of execution of Purchase Order/ Works

ITB.3.5.3. Self certification for confirmation of availability of in-house inspection/ testing facilities or access through other agencies for performing inspection/ testing

ITB.3.6. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation

ITB. 4. Responsibility of bidders

ITB.4.1. WBSETCL 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 WBSETCL. Verbal agreement or conversation with any officer, employee of WBSETCL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein

ITB.4.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the Works.

ITB.4.3. It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the Works have properly been investigated and considered while submitting the bid. Claims whatsoever including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents will not be entertained by the Purchaser. Neither any change in time schedule of Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder.

ITB. 5. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and WBSETCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

ITB. 6. Contents of bidding documents

The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the bidding documents. The set of bidding documents issued for the purpose of bidding includes the sections

stated below together with any addendum/amendment to be issued in accordance with ITB. 10

	Section I	:	Notice Inviting Tender	
	Section II	:	Instructions To Bidders	
	Section III	:	Bid Data Sheet (BDS)	
	Section IV	:	General Conditions of Contract	
	Section V	:	Special Conditions of Contract	
	Section VIIA	:	Bid Form & Price Schedules & Attachments	
			1	Bid Form & Price Schedules
			2	Bid Security Form- Bank Guarantee
			3	Power of Attorney
			4A	Financial details of bidder
			4B	Details of financial capability status
			4C	Details of design, engineering, manufacturing and testing capabilities
			4D	Past performance data
			4E	Present order book position
			4F	Curriculum Vitae of Key Personnel
			5	Litigation History
			6	Affidavit regarding eligibility of bidders
			7	Technical Compliance Form
			8	Details of Sub-contractors of major items of supply
			9	List of erection tools and equipments
			10	Details of bought-out items to be directly despatched by Sub-contractors to Site
			11	Quality Assurance Program
			12	Milestone schedule for key activities
			13	Additional Information form (if any)
			14	Proposed Modification form (if any)
	Section VIIB	:	Annexure	
			1.	Contract Agreement

			2a	Letter of Award for Supply of Equipment/ Materials
			2b	Letter of Award for Installation of Equipment/ Materials – Electrical and Civil (Second Contract)
			3	Bank Guarantee for Contract Performance
			4	Bank Guarantee for **interest bearing Mobilisation Advance.**
			5	Application for payments
			6	Completion certificate
			7	Taking-Over certificate
			8	Trust receipt for Equipment /Materials received
			9a	Indemnity bond (Entire Equipment Consignment in one lot)
			9b	Indemnity bond (Equipment handed over in instalments)
			10	Authorization letter
			11	Validity extension of Bank Guarantee
			12	No-Claim Certificate
	Sec VIA & VIB	:		Technical Specification (Electrical) has been uploaded in the WBSETCL website www.wbsetcl.in Technical Specification (Civil) is uploaded along with this document.
		:	Drawings & Schedule of works showing Quantities.(Supply & Erection Part)	

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 submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

ITB. 7. Site visit

ITB.7.1. The bidder is advised to visit and examine the Site of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of Works. The cost of visiting the Site shall be borne by the bidder fully.

ITB.7.2. The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

ITB.7.3. The Site inspection shall be completed before the Pre-bid Meeting, if applicable or within 20 days after the NIT issue date, whichever is earlier.

ITB. 8. Clarifications on bidding documents –REFER BDS.

ITB.8.1. A prospective bidder requiring any clarification on bidding documents may notify the Purchaser in writing by post or fax, to the address mentioned in BDS, not later than the date and time specified in BDS. The Purchaser will issue clarification(s) as he may think fit in writing by post or by fax not later than fifteen (15) days prior to the deadline/ extended deadline for submission of bids prescribed by the Purchaser. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the Purchaser's response (including an explanation of the query but without identifying its source) will be sent to all prospective bidders who have purchased the bidding documents.

ITB.8.2. For the information of those bidders who may have downloaded the bidding documents from the website of WBSETCL, the clarifications shall be uploaded on the website. The bidders are advised to visit the website of the company from time to time in their own interest**.**

ITB.8.3. Any queries sent by the bidders after the date and time notified in BDS or any extended date, if any, shall not be entertained.

ITB. 9. Pre-bid meeting

ITB.9.1. The bidder or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in BDS. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Purchaser shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

ITB.9.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to ITB. 10

ITB.9.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.

ITB.9.4. Any essential requirement not included in the Price Schedules but required for successful commissioning and operation of Works as per scope of Contract shall be indicated by the bidders as per Form: 14 of Section VIIA and any additional information as per Form:13 of Section VIIA shall be submitted before the pre-bid meeting by the date specified in the BDS. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.9.5. Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

ITB. 10. Amendment of bidding documents

ITB.10.1. At any time after pre-bid meeting, but not later than ten (10) days prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issue of an addendum/amendment.

ITB.10.2. The addendum/amendment will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder.

ITB.10.3. In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.

ITB.10.4. For the information of bidders, the addendum/ amendments shall be uploaded on the e-tendering portal. The bidders may visit the website from time to time in their own interest**.**

C. Preparation of Bids

ITB. 11. Documents constituting the bid

ITB.11.1. 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 Purchaser shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as 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.

ITB.11.2. The bid to be prepared and submitted by the bidder shall consist of the following documents:

a. Bid Form & Price Schedules

b. Bid Security (if the same is submitted in the form of Bank Guarantee, the format as per Form: 2 of Section VIIA has to be used)

c. A Power of Attorney, in original, as per Form: 3 of Section VIIA duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder.

d. Details and documentary evidence as per Form: 4A to 4 F of Section VIIA to establish that the bidder meets the qualification requirements as detailed in ITB. 3 and BDS.

e. Information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Form: 5 of Section VIIA

f. An Affidavit as per Form: 6 of Section VIIA affirming the eligibility of the bidder.

g. Technical Compliance Form, duly signed by the bidder, as per Form: 7 of Section VIIA to demonstrate the adequacy of the bidder's proposals to meet the technical Specifications.

h. The details of all items of supply proposed to be outsourced along with details of Sub-contractor as per Form: 8 of Section VIIA

i. A List of tools and equipment to be brought to Site as per Form: 9 of Section VIIA

j. Details of bought-out items which are directly despatched by the Sub-contractor(s) to the Site as per Form: 10 of Section VIIA

k. Quality Assurance Program containing the overall quality management & procedures to be followed during various phases of execution of the Contract as per Form: 11 of Section VIIA

l. Milestone schedule showing the timing and sequence of all key activities necessary for successful completion of Contract as per Form: 12 of Section VIIA

m. A declaration affirming unconditional acceptance of the tendered Price Schedule and all other amendments (if any) communicated by the purchaser.

n. Guaranteed Technical Particulars as per the formats provided in Section VIC of the bidding documents. This shall not be submitted as part of the bid but to be submitted only by the L1 bidder during pre-award discussion.

o. Technical drawings and documentation.

ITB. 12. Sub-contractors

ITB.12.1. The bidder has to source the specified Equipment/Materials from the manufacturers named in the Makers' list enclosed with bidding documents.

ITB.12.2. For items not covered under the Makers' list, the successful bidder shall submit the list of Sub-contractors (not more than 3 in each case) including credentials/capabilities, supply record, clientele certificate, factory test certificate, type test reports (if applicable) for approval of Purchaser.

ITB.12.3. If the successful bidder makes a request for change of Sub-contractor, such change would be permitted by WBSETCL in extraordinary circumstances only, based on the merit of the case, at its discretion and if such Sub-contractor is in the approved list of WBSETCL or other State/ Central sector utilities and no price implication on account of freight, insurance and **taxes** - will be allowed.

ITB. 13. Bid Prices

ITB.13.1. Unless otherwise specified in the Technical Specifications, 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 in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and sub-contracting (if any), packing, forwarding and transportation, handling, delivery, installation, testing, pre-commissioning commissioning, completion of the Works and conductance of the Guarantee tests for the Works including supply of spares (if any). This includes the acquisition of all permits, approvals and licenses etc as may be specified in the bidding documents. The bidder shall quote in the appropriate schedule the proposed bid price for the entire scope of work covered under the bidding documents.

ITB.13.2. The bid prices are required to be broken down in the Price Schedules in the manner and detail so that figures for Equipment/ Materials and services respectively are available clearly for award of Contract under two (2) separate Contracts in accordance with GCC.4.5. The summary of total price in each Price Schedule will be broken down as follows:

ITB.13.2.1. Price Schedule : Supply

Value of supply of Equipment/material, including type tests charges and spares (if any) to be manufactured within/outside India (Price Schedule No: Supply), shall be quoted on EXW (ex-works) basis and shall be inclusive of all costs **and discount, if any**, as well as - taxes paid or payable on components and raw materials incorporated or to be incorporated in the Works. Benefit of -

Input Tax Credit (ITC) **on all input of goods or services or both**, should be adjusted in the quoted - **value of supply**. **However, - local tax if any shall be quoted separately.** Transportation including transit insurance and other costs incidental to delivery of Equipment/ Material and spares to the Site shall also be quoted in Price Schedule No: Supply

ITB.13.2.2. Price Schedule : Erection

Price for Installation and Erection services shall be quoted in Price Schedule No: Erection and shall include rates and prices for all labour, Contractor 's Equipment, temporary works, consumables and all matters and things of whatsoever nature, charges for insurance covers other than transit insurance, operations and maintenance services, the provision of operations and maintenance manuals, training of Purchaser's personnel, etc and other services, as identified in the bidding documents and necessary for the proper execution of the Installation and Erection services.

ITB.13.2.3 Price Schedule BOQ

Price Schedule BOQ is a summary of Price Schedule Supply to Erection.

ITB.13.2.4 The taxes**, duties** - shall be indicated by the bidder in the respective Price Schedules and shall be quoted as the rates in force on seven (7) days prior to the last date of submission of bids with respect to direct transactions between the Contractor and Purchaser.

ITB.13.3. The bidder shall fill in prices for all items described in the Price Schedules. Items against which no price is entered by the bidder will not be paid for by WBSETCL when executed and shall be deemed to have been covered in other prices in the Price Schedules.

ITB.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.

ITB.13.5. The total price at the bottom of each schedule shall be indicated both in figures and words and shall be signed on each page by authorized representative of the bidder.

ITB.13.6. If rebate/discount is offered, the overall discount in percentage in any schedule is to be given. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation

ITB.13.7. In case WBSETCL observes that the L1 bidder has quoted abnormally low bid i.e. 80% or less in comparison with WBSETCL's cost estimate, WBSETCL then may ask the bidder to produce detailed price analysis to demonstrate the justification of prices quoted in the bid.

In the event of the lowest quoted price being **80% or less** of the departmental cost estimate, the lowest Bidder shall have to furnish **Additional Performance Security @ 10 %** of the departmental cost estimate.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of Letter seeking

Additional Performance Security. If the Bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter seeking Additional Performance Security from WBSETCL, his Earnest Money will be forfeited and other necessary actions as per the terms and conditions of the tender like blacklisting of the contractor etc may be taken.

The Bank Guarantee shall have to be valid till the end of the contract period and shall have to be renewed accordingly, if required.

ITB.13.8. The Bank Guarantee shall be returned immediately on successful completion of the contract. If the Bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. This Additional Performance Security is over and above the stipulated Contract Performance Guarantee. The provisions of the Performance Security as laid down in ITB 33 shall remain unaltered.

ITB.13.9. Price Adjustment

ITB.13.9.1. Price quoted by the bidder shall be firm during the entire period of Contract irrespective of scheduled date of completion except where the prices are subject to adjustment as provided in BDS.

ITB.13.9.2. Wherever the price adjustment is permissible the bidders shall quote variable prices as per Price Variation Formula as described in Appendix 2 to the Contract Agreement. There shall be no individual ceiling limits for revision in price for the Equipment/ Materials, however, the total price variation shall not exceed the value specified in SCC. The price adjustment provision will not be taken in to consideration for bid evaluation.

ITB.13.9.3. Price variation, where applicable, will be allowed on quoted -**value of supply** of the Equipment/ Materials, minus the advance amount, up to the scheduled date of delivery as per L2 network or actual date of delivery whichever is earlier. Any increase in price, beyond the scheduled delivery period of the Contract will not be borne by WBSETCL, if the delay is due to any default on the part of the Contractor.

ITB.13.9.4. Price variation will only be allowed on own manufactured items as provided in BDS and not on bought out items.

ITB. 14. Period of validity of bids

ITB.14.1. The bids submitted by the bidder shall remain valid for a period as specified in BDS. A bid valid for a shorter period than that prescribed in the BDS shall be rejected by the Purchaser.

ITB.14.2. In exceptional circumstances, WBSETCL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be

made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 15 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 15. Bid Security

ITB.15.1. The bidder, at its option, shall furnish bid security in the form of Online mode or an unconditional and irrevocable Bank Guarantee from any Indian Scheduled Commercial Bank in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED", Kolkata for an amount specified in the NIT in the proforma as per Form: 2/2a of Section VIIA (whichever is applicable) in one (1) original and two (2) copies. The bid security shall be valid for a period specified in the BDS.

ITB.15.2. If the Bid Security of the prescribed amount is not submitted in the manner specified in the Bid by the Bidder within dates specified in the website, the Bid shall not be opened by the Purchaser.

ITB.15.3. The bid security shall be forfeited in the following circumstances:

a. If the bidder withdraws its bid as a whole or in part as per ITB. 20, during the period of bid validity specified by the bidder in its bid

b. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid

c. If the bidder does not accept the correction of its bid price pursuant to ITB. 25

d. If the successful bidder fails, within the specified time limit either to accept the Letter of Award (LoA) and sign the Contract Agreement unconditionally or, to furnish the Contract Performance Guarantee, in accordance with ITB. 33

ITB.15.4. Bid security of the unsuccessful bidders will be discharged / returned as promptly as possible after the expiration of the validity of bid security or after the date of signing of Contract Agreement with the successful bidder whichever is earlier.

ITB.15.5. The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee as per ITB. 33 and signing of the Contract Agreement by the bidder.

ITB.15.6. No interest shall be paid by the Purchaser on the bid security.

ITB. 16. Signing of bids.....Refer General Instructions for e-tendering.

ITB.16.1. The bidder shall prepare one (1) original and two (2) copies of the documents constituting the bid as described in ITB. 11, and clearly marked each as "Original Bid" and 'Copy No: 1', 'Copy No: 2'. In the event of any discrepancy between the Copies and Original Bid, the Original shall prevail…**NOT APPLICABLE.**

ITB.16.2. The original and all copies of the bid shall be signed by a person/persons duly authorized by the bidder with official rubber stamp. However, any published document submitted along with the bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document..…**NOT APPLICABLE.**

ITB.16.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory (ies) to the bid..……**NOT APPLICABLE**.

D. Submission of bids - Please refer to General Instructions for e-tendering and Bid Data Sheet.

ITB. 17. Submission of bids

ITB.17.1. Bids will be deposited by the bidders at the address specified in BDS on or before date and time mentioned in BDS. Bids shall be submitted on the bidding documents purchased by the bidder from the Purchaser and not on the copy downloaded from the Purchaser's website. Soft-copies of the filled-in price schedules shall be submitted in **2 CDs (In Microsoft Excel format)** along with the hard-copy of the bid. However, the data quoted in the hard copy will prevail for the purpose of bid evaluation**.....NOT APPLICABLE.**

ITB.17.2. Bids may be sent by registered post/ speed post/ courier or by hand delivery, so as to reach the Purchaser at the address specified in BDS on or before date and time mentioned in BDS. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. The Purchaser shall not be responsible for any delay in receipt of the bid**....NOT APPLICABLE.**

ITB.17.3. Bids shall be submitted in the manner specified in the BDS as under :.....**REFER BDS**

a. The bids are required to be submitted at Single stage in Two Envelopes & all the documents comprising the bid as specified in ITB. 11 including the **Bid Form(without price)** but excluding the Price Schedules shall be kept in an envelope (Envelope-1) with superscription as specified in BDS and the Price Schedules shall be kept in another envelope (Envelope-2) with superscription as specified in BDS. :.....**REFER BDS**

ITB. 18. Deadline for Submission of bids

ITB.18.1. Bids must be received by WBSETCL at the address specified in BDS no later than the time and date mentioned in BDS. In the event of the specified date for submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security**).....NOT APPLICABLE.**

ITB.18.2. The Purchaser may, at his discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.18.3. In the event, the deadline for submission of bid is extended by the Purchaser, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit 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.

ITB. 19. Late bids

Any bid received by the Purchaser after the bid submission deadline as per ITB. 18 will be rejected and returned unopened to the bidder.....**NOT APPLICABLE.**

ITB. 20. Withdrawal of bids

ITB.20.1. The bidder may withdraw his bid after submission of bid prior to the deadline prescribed for bid submission. No withdrawal will be allowed after deadline prescribed for bid submission under any circumstances.

ITB.20.2. Withdrawal of a bid during the interval between bid submission deadline (as mentioned in BDS) and the period of bid validity as per ITB. 14 shall result in the forfeiture of the bid security.

E. Bid Opening and Evaluation– Please refer to General Instructions for e-tendering and Bid Data Sheet.

ITB. 21. Bid Opening

ITB.21.1. WBSETCL will open bids, in the presence of bidders' authorised representatives (up to 2 persons) who choose to attend at the date & time for opening of bids as mentioned in BDS or on the date and time as intimated to

the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidders' representatives who are present in the bid opening shall sign the bid opening statement or bid opening register as evidence of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the Purchaser, the bids will be opened at the appointed time on the next working day. .....**NOT APPLICABLE.**

ITB.21.2. Bids for which an acceptable notice of withdrawal has been submitted in specified manner shall not be opened. Late bids pursuant to ITB. 19 and/or bids not accompanied by requisite bid security in a separate sealed envelope pursuant to ITB. 15 will be rejected and returned unopened to the bidder. .....**NOT APPLICABLE.**

ITB.21.3. Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances. .....**NOT APPLICABLE.**

ITB.21.4. The bidders' names, bid withdrawal, if any, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be announced at the opening. .....**NOT APPLICABLE.**

ITB.21.5. In the case of Single stage two-envelope bids, on the deadline for submission of bid the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

ITB.21.6. In the event, the Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the purchaser may either extend the bid in pursuant to ITB.18.3 or cancel the bidding process in pursuant to ITB. 30.

ITB.21.7. No electronic recording devices will be permitted during bid opening. .....**NOT APPLICABLE.**

ITB. 22. Process to be confidential

ITB.22.1. Subject to ITB. 23, no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.

ITB.22.2. Any effort by a bidder to influence WBSETCL or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.

ITB. 23. Clarification of bids

ITB.23.1. During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in ITB.23.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post / speed post/ courier/ hand delivery under acknowledgement / email/ fax.

ITB.23.2. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB. 24. Determination of responsiveness

ITB.24.1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether power of attorney of signatory of the bid has been submitted, whether the documents have been properly signed and whether the bids are generally in order and substantially responsive to the requirements of the bidding documents.

ITB.24.2. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and Specifications of the bidding documents without material deviation or reservation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

ITB.24.3. Any material information/ data/ document required to be submitted by the bidders as per provisions of bidding documents, if not submitted by the bidder, may render the bid to be non-responsive provided such information/ data/ documents is such that it may adversely affect the evaluation.

ITB.24.4. The Purchaser may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any bidder, as a result of the technical and commercial evaluation pursuant to ITB. 27 and ITB. 28.

ITB.24.5. If a bid is not substantially responsive to the requirements of the bidding documents, it may be rejected by WBSETCL and the same cannot subsequently be made responsive by the bidder by correction.

ITB. 25. Correction of arithmetical errors in price bid

ITB.25.1. Arithmetical errors will be corrected at the time of evaluation of Price bid and the corrected figure will be considered as evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

ITB.25.2. If there is a discrepancy between the product of **Unit Value of Supply** and quantity and the total **value of supply**, the product of unit price and quantity will prevail and the total **value of supply** will be corrected. If there is discrepancy between summation of subtotals and total **Amount of supply**, the summation of subtotal price shall prevail, and the total –**Amount of supply** shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail. In case unit **Value of Supply** or quantity or both are not filled in against any item, it will be treated as zero and will be assumed that the Bidder has absorbed the cost elsewhere in the Price Bid.

ITB.25.3. The total Amount of Supply so corrected shall be considered for the purpose of evaluation of bid. However for the purpose of award, the corrected price by the Purchaser or the bid price quoted by the bidder, whichever is lower, will be taken

ITB.25.4. Bidders shall quote the rate of GST/Taxes in force as on seven days prior to the last date of bid submission only in respect of Direct transaction between the Vendor and Purchaser. Bids will not be corrected for the rates of taxes - in case of wrong rates considered by the bidder in their bids. Bidders should absorb the monetary loss in wholesome as declared in Bid form (Sec VII – A) Serial no3.4.

However, Order shall be placed on the lowest quoted Total Amount or Arithmetically Corrected Total Amount, whichever is lower.

The rate of GST quoted by the Bidder against any HSN/SAC code shall be deemed final and shall be binding upon the Bidder. The Purchaser shall pay the total landed cost including the GST as quoted in the price bid by the bidder. Any liability on account of GST rate quoted wrongly shall rest on the bidder and purchaser will not be liable. No variation in the rate shall be allowed at the time of billing except for statutory variations.

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.

ITB. 26. Time Schedule

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the BDS 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 in Form: 12 of Section VIIA. No credit will be given for earlier completion for the purpose of evaluation.

ITB. 27. Procedure of Evaluation of bids

ITB.27.1. The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive as per ITB. 24 in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any deviations shall be rejected.

ITB.27.2. The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in BDS and ITB. 3.

ITB.27.3. The determination will take into account the bidder's financial, technical, production and execution capabilities, in particular its work in hand and future commitments. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder in Form: 4 of Section VIIA to the bid, as well as such other information as the Purchaser deems necessary and appropriate.

ITB.27.4. An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

ITB.27.5. Differential factors will be applicable, at the rate as mentioned in BDS

ITB. 28. Comparison of bids

ITB.28.1. The bids shall be compared on the basis of lump-sum prices (i.e. for supply portion and prices for services to be rendered as quoted by the bidder) for the entire scope of the Works as defined in the bidding documents.

ITB.28.2. For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:

W= M+ DP

Where
W = Total Comparison Price
M = Evaluated Bid Price by the Purchaser
DP = Differential price calculated according to ITB.28.4

ITB.28.3. Definitions and meanings

For the purpose of evaluation and comparison of bids, the following meanings and definitions will apply: -

a. ‘Evaluated Bid Price’ shall mean the price quoted by each bidder in his proposal for the complete scope of work, as corrected by the Purchaser.
b. ‘Differential Price’ shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in the Equipment/Materials determined from the bidder’s Proposal.
c. ‘Total Comparison Price’ shall be the summation of ‘Evaluated Bid Price’ and ‘Differential Price’.

ITB.28.4. Calculation of differential price.

The Differential Price to be added to the bid price of each bid during evaluation and comparison shall be derived as under:

Differential Price (DP)= n1F1 + n2F2…+nnFn where F1, F2……Fn are the various factors in Indian Rupees per unit of parameter differential or deficiency in the Equipment/Materials offered as stipulated in these Specifications; n1, n2…..nn are the respective parameter differential or deficiency in the corresponding units to be determined from the bidder’s proposal. The above factors and corresponding units of parameter differential are brought out in the Technical Specifications and/or BDS.

ITB.28.5. All evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for the award of the Contract.

F. Award of Contract

ITB. 29. Award Criteria

ITB.29.1. The Purchaser will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall be the sole judge in this regard.

ITB.29.2. For the purpose of determining the capability and capacity of the bidder to perform the Contract, the Purchaser reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the manufacturing facilities available with the bidder.

ITB. 30. Right to reject bids

WBSETCL 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 the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSETCL's action.

ITB. 31. Letter of Award

ITB.31.1. After approval of bid evaluation by WBSETCL, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder in writing by registered letter or by fax, 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 WBSETCL will pay to the Contractor in consideration of the execution & completion of the Works by the Contractor as prescribed under the Contract.

ITB.31.2. Within ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) photocopy of the same to WBSETCL as acknowledgment of acceptance of the same.

ITB.31.3. The LoA will constitute the formation of the Contract as per provisions of GCC.4.5

ITB. 32. Signing of Contract Agreement

ITB.32.1. WBSETCL will send the successful bidder the Contract Agreement (on judicial stamp paper of appropriate value) as per Annexure: 1 of Section VIIB in three (3) copies incorporating all agreements between the parties duly signed by the authorised signatory of the Purchaser along with the LoA.

ITB.32.2. Within ten (10) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement and return two (2) copies to the Purchaser and retain one (1) copy of the same.

ITB. 33. Performance Security

ITB.33.1. Within thirty (30) days of LoA from WBSETCL, the successful bidder shall furnish to WBSETCL a Performance security, as in the form of an unconditional and irrevocable Bank Guarantee equal to ten percent (10%) of the Contract Price for all the Contracts and as per the Annexure: 3/3a of Section VIIB.

ITB.33.2. Failure of the successful bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

ITB. 34. Misrepresentation by the bidder

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LoA, if issued.

ITB. 35. Corrupt or Fraudulent Practices

ITB.35.1. The Purchaser requires that the bidders/Contractors observe the highest standard of ethics during the procurement and execution of the Contracts.

ITB.35.1.1. In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

b. "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

ITB.35.1.2. The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question

ITB.35.1.3. The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract of the Purchaser

ITB.35.2. The bidders shall make themselves aware of the provisions contained in GCC.43.2

Section III – BID DATA SHEET

The following bid specific data for the Equipment/ Materials to be procured shall amend and/or supplement the clauses in the Instructions To Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

BDS Item No	ITB Clause Ref., if any	Data
		A.INTRODUCTION
1	ITB. 1	WBSETCL intends to finance this Works.
2	ITB.3.2	Qualifying Requirements: **A. Financial Capability:** **iv.** The **Minimum Average Annual Turnover (MAAT)** of the Bidder for the best 3 (three) years out of the last 5 (five) financial years for which the audited accounts are available shall not be less than **Rs. 804.30 Lakh.** **v. Net worth** at the end of last financial year shall be **positive.** **vi.** Bidder shall have **Liquid Asset (L.A.)** and/ or evidence of access to or availability of credit facilities of equivalent amount not less than **Rs. 134.05 Lakh.** **B. Technical Capability and Experience:** The Bidder, who intends to participate in the Bid, shall have to comply the following criteria: The Bidders must have experience of successful execution of at least **02(Two) nos**. 132 KV or Higher Voltage Class Feeder/Transformer bays in a running Sub Station **OR** 01 NO 132 KV or Higher Voltage Class Feeder/Transformer Bays with 02 Nos 33 KV or Higher Voltage Class Feeder/Transformer Bays in a running Sub Station during last **5 (five)** years as on the date of NIT with or without supply of equipments/materials, but including civil and electrical erection work and installation, testing and commissioning of bays. Such work must be in successful operation for not less than one year in any Indian Power utility as on the date of NIT.

		The above information is to be supported by certificate stating successful completion and satisfactory performance certificate and Taking over Certificate [TOC] of the relevant contract executed. **C. Personnel Capability:** The bidder must have full-fledged set up for executing similar projects in power utility. Details of execution set up to be deployed by the bidder shall be furnished in their offer. Project Management team shall be headed by a Project Manager who shall have at least 2(two) years experience in execution of such contract of comparable nature. He shall be stationed at work site. **D. Other requirement:** Bids may be submitted by a Registered Company that on its own (**credentials of experience as a JV partner shall not be considered**) meets all the qualifications, experience and requirements set forth in bidding document. Bidder shall also satisfy the following conditions: d) They shall possess a valid electrical contractor's license issued under the Act. e) All equipment offered for this tender shall be Type Tested and they should procure the equipments/materials from approved maker's list of WBSETCL. f) The "Must Conditions" to be met by the bidder have been further elaborated in the NIT. Bidders shall upload scanned copies of valid and authenticated documentation in support of his capability/experience/requirement and qualification.
3	ITB.3.4	Whether bidder is permitted to offer to supply and/or install Equipment /Material under the Contract that the bidder did not manufacture or otherwise produce and/or install……Yes.
		B. THE BIDDING DOCUMENTS

4	ITB. 8	A prospective bidder requiring any clarification on bidding documents may notify the Purchaser in writing by post or fax, to the address mentioned in BDS, not later than the date and time specified in BDS. For the information of those bidders who have downloaded the bidding documents from the e-procurement portal of WBSETCL (https://wbtenders.gov.in and http://etender.wb.nic.in), the clarifications shall be uploaded on the portal. The bidders are advised to visit the above mentioned websites from time to time in their own interest**.** Clarifications on bidding documents may be obtained from Designation : The Chief Engineer: (O&M) - II Address : **The Chief Engineer, (O&M) – II Department, 10th Floor, 'D' Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091.** WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED FAX : 91-33-2359-1901 TELEPHONE : 91-33-2359-1901 E-mail:cecontcl*@gmail.com* Website : www.wbsetcl.in Date & Time up to which request for clarifications will be received Date: 12.07.2024. Time: 03.00 PM
5	ITB. 9	Pre-bid Meeting Venue: Office of the CE: (O&M) – II 10th. Floor, D block, Vidyut Bhavan.

		Date: 15.07.2024. Time:02.30 PM
6	ITB.9.4	The proposed modifications to the bid documents should be submitted by the bidders by 3.00 PM on 08.07.2024 to the address mentioned in BDS 4 above.
		C. PREPARATION OF BIDS
7	ITB.13.9	Price Adjustment: **Not Applicable.**
8	ITB.14.1	Period of validity of bids: The bids submitted by the bidder should remain valid for a minimum period of **180 days from the next day of the final bid submission date**
9	ITB.15.1	Validity of Bid Security The bid security shall be valid for *two hundred and forty (240) days* from the date of opening of bids with a claim period of another *ninety (90) days* thereafter.
		D. SUBMISSION OF BIDS
10	ITB.17.1, ITB.17.2	Submission of bids: Tenders are to be submitted online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other in Financial 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). Date & Time up to which bids can be submitted : Date: 05.08.2024 Time: 3-00 PM
11	ITB.17.3 ITB.17.3(a)	**Single Stage Two Folder** The bids are required to be uploaded at Single stage in

		Two Folders & all the documents comprising the bid as specified in ITB. 11.
		E.BID OPENING AND EVALUATION
12	ITB. 21	**1. Bid Opening : [Single Stage Two Folder]** Opening of Folder-1 (non-financial bid) Venue: Office of the CE: (O&M) – II 10th. Floor, Block-D, Vidyut Bhavan Date: 05.08.2024. Time: 3.00 P.M. Opening of Folder-2 (Price bid) The list of Bidders short listed in the techno-commercial bid shall be published along with the date and time of the opening of the Price Bid in due course.
13	ITB. 26	Time to complete the Works from the Date of LOA:- **365 days** from the date of placement of LOA.
13.1		Detailed Master Network for different activities [To be submitted by successful vendor] …….. ……..
13.2		The Master Network shall include the major activities listed below showing their inter-relationship and duration so as to meet the schedule dates mentioned above: a. Ordering on Sub-contractor (wherever applicable) b. Start of engineering c. Completion of engineering d. Start of manufacturing/fabrication e. Completion of manufacturing/fabrication

		f. Commencement of supplies g. Supplies all items h. Completion of site delivery of spares i. Commencement & completion of civil works (wherever applicable) j. Commencement and completion of erection of equipments/materials. k. Readiness of the system l. Completion of Works
13.3		The master network and the key milestone dates will be discussed with the successful bidder and agreed upon before the issue of LoA. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of LoA.
13.4		After the LoA, the Contractor shall plan the sequence of work of manufacture, supply and erection to meet the above stated dates of successful completion of Works and shall ensure all work, manufacture, shop testing, inspection and shipment of the Equipment/Materials in accordance with the required erection sequence
14	ITB.27.5,ITB.28.4	Procedure of Evaluation The best of the parameters quoted by any of the bidder shall be taken as the base and the difference between this and those quoted by the other bidders (parameter differentials) multiplied by the various factors in Indian Rupees per unit of parameter differential in the Equipment/Materials and services offered shall be used to arrive at total differential price.

Section IV – GENERAL CONDITIONS OF CONTRACT

A. Contract and Interpretation

GCC.1. Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them.

GCC.1.1. "Commencement Date" means the date of Letter of Award (LoA) or any other date specified therein.

GCC.1.2. "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

GCC.1.3. "Contract Document" means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto)

GCC.1.4. "Contract Price" means the sum total of contract price stated in all the Letter of Award(s) as payable to the Contractor for supply, execution and commissioning of the entire Works under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s). In cases where separate identifiable Works can be completed and taken over by the Purchaser and for which separate completion schedule is provided in the Contact, in relation to such Works, the Contract Price shall mean the price relatable to such Works completed and taken over by the Purchaser.

GCC.1.5. "Contractor" means the successful bidder and, in case of a joint venture bid, the designated leader, whose bid has been accepted by the Purchaser, named as such in the Contract Agreement and included its legal successors and permitted assigns.

GCC.1.6. "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

GCC.1.7. "Project Manager" means the person appointed by the Purchaser in the manner provided in GCC.18 hereof and named as such in the SCC to perform the duties delegated by the Purchaser.

GCC.1.8. "Purchaser" means West Bengal State Electricity Transmission Company Limited (WBSETCL), Kolkata, and includes its legal successors and permitted assigns.

GCC.1.9. “Letter of Award” means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBSETCL will pay for the Works as per ITB. 31.

GCC.1.10. “Performance Guarantee” means the security to be provided by the Contractor in accordance with GCC.13.2 for the due performance of the Contract.

GCC.1.11. “GCC” means the General Conditions of Contract hereof.

GCC.1.12. “SCC” means the Special Conditions of Contract.

GCC.1.13. The terms “Equipment”, “Materials”, and “Stores” shall mean and include all things to be provided by the Contractor under the Works.

GCC.1.14. “Program” means the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.

GCC.1.15. “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.

GCC.1.16. “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.

GCC.1.17. “Sub-contractor”, including Sub-vendor or Sub-supplier means any person to whom execution of any part of the Works, including preparation of any design or supply of any Equipment/Materials, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

GCC.1.18. “Taking Over Certificate” shall mean the Purchaser's written acceptance for the Works or any part thereof in terms of GCC.29.

GCC.1.19. “Tests on Completion” means the tests specified in the Contract or otherwise agreed by the Purchaser and the Contractor to be performed before the Works or any part thereof are taken over by the Purchaser.

GCC.1.20. “Time for Completion” means the time stated in the "Time Schedule" for completing the Works or any part thereof and passing the Tests on Completion calculated from the Commencement Date unless extended.

GCC.1.21. “Works” means and include all work or any part of the work thereof covered in the scope of the Contract, services as per Specifications, and completion, erection, testing and putting into satisfactory operation including all supply, transportation, handling, unloading and storage at Site.

GCC.1.22. Government means Government of India or Government of West Bengal, as the case may be.

GCC.1.23. Periods

In these provisions "Day" means calendar day. However "Working day" as used herein means all calendar days excluding Sundays and Government holidays in West Bengal. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

GCC.2. Contract documents

GCC.2.1. Subject to Article 1.2 of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

GCC.2.2. Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide the Purchaser with at least six (6) copies of the Contract Documents within thirty (30) days after signing of the Contract Agreement.

GCC.2.3. The Contractor shall provide free of cost to WBSETCL all the engineering data, drawings and descriptive materials submitted with the bid, complete set of his bid and bidding documents, copies of all the correspondence with WBSETCL, etc. in at least six (6) copies to form a part of the Contract Documents immediately after the Letter of Award (LoA).

GCC.2.4. Endorsement of Terms

The failure of either party to endorse at any time any of the provisions of the Contract or any rights in respect thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to effect the validity of the Contract. The exercise by either party of any of his rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

GCC.2.5. Effect

The Contract shall be considered to come into force on the date of LoA by WBSETCL to the Contractor which may be in the form of a fax or a Letter of Award. The Time for Completion shall be reckoned from that date

GCC.2.6. All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

GCC.3. Notices

GCC.3.1. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing,

and shall be sent by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party as mentioned in SCC.

GCC.3.2. Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

GCC.3.3. Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its despatch.

GCC.3.4. Either party may change its address at which notices are to be received by giving ten (10) days notice to other party in writing.

GCC.4. Interpretation

GCC.4.1. Singular and Plural
The singular shall include the plural and the plural the singular, except where the context otherwise requires.

GCC.4.2. Headings
The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

GCC.4.3. Persons
Words importing persons or parties shall include firms, corporations and government entities.

GCC.4.4. Incoterms
Unless inconsistent with any clause of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

GCC.4.5. Construction of Contract
The Contracts to be entered into between the Purchaser and the successful bidder shall be as under:

a. 'First Contract' for ex-works supply of Equipment / Materials and type test.

b. 'Second Contract' for erection works as per Schedule of Works, loading, transportation for delivery at Site, transit insurance, unloading, storage, handling at Site, installation services (including rates and prices for all material/ labour, Contractor's Equipment, temporary works, consumables and

all matters and things of whatsoever nature of such works), training of Purchaser's personnel, etc and all other services specified in the Contract Documents.

GCC.4.6. The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Works as per Contract Documents and all Contracts shall contain a cross fall breach clause, i.e., a breach in one Contract shall automatically be construed as a breach of the other Contracts which will confer a right on the Purchaser to terminate the other Contracts also at the risk and the cost of the Contractor.

GCC.4.7. Entire Agreement

Subject to GCC.16.3, the Contract constitutes the entire agreement between the Purchaser and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

GCC.4.8. Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

GCC.4.9. Independent Contractor

The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-contractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Sub-contractors and the Purchaser.

GCC.4.10. Joint Venture is not permitted.

GCC.4.11. Non-Waiver

Any waiver of Purchaser's/bidder's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Purchaser/bidder granting such waiver, and must specify the right and the extent to which it is being waived.

Subject to above, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

GCC.4.12. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

GCC.5. 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 shall have exclusive jurisdiction in all matters arising under the Contract.

GCC.6. Disputes

GCC.6.1. Adjudicator

GCC.6.1.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works —whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/ difference shall be made to the Project Manager as mentioned in GCC.18. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

GCC.6.1.2. The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Contractor within sixty (60) days of such reference, the decision shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

GCC.6.1.3. The Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC.

GCC.6.1.4. Should the Adjudicator resign or die, or should the Purchaser and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee

plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Contractor.

GCC.6.2. Arbitration

GCC.6.2.1. If either the Purchaser or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the Purchaser or the Contractor may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

GCC.6.2.2. Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC.6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.

GCC.6.2.3. Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three (3) arbitrators, in accordance with the provisions set forth below.

GCC.6.2.4. The Purchaser and the Contractor shall each appoint one arbitrator, and these two (2) arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either party or the arbitrators, be appointed by the Appointing Authority for arbitrator designated in the SCC.

GCC.6.2.5. If one party fails to appoint its arbitrator within fifty (50) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

GCC.6.2.6. If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC.5 and a substitute shall be appointed in the same manner as the original arbitrator.

GCC.6.2.7. Arbitration proceedings shall be conducted (i) in accordance with the rules of procedure designated in the SCC, (ii) in the place designated in the SCC, and (iii) in the language in which this Contract has been executed.

GCC.6.2.8. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

GCC.6.2.9. The arbitrator(s) shall give reasoned award.

GCC.6.3. Notwithstanding any disputes with reference to the Contract pending for adjudication or arbitration, the Contractor shall continue to perform his obligations in connection with the Works in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any monies due to the Contractor.

GCC.7. Compliance with Laws

GCC.7.1. Compliance with Laws, statutes, regulations
The Contractor shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.

GCC.7.2. Statutory Obligations
The Contractor shall adhere to the statutory provisions under Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act and other relevant statutes. Non-compliance of the statutory provisions in respect of contract labour engaged in the job may attract penal action against Contractor from the law enforcing authorities. All liabilities arising out of the non-compliance of the Law of the land will have to be borne by the Contractor and WBSETCL will not be responsible in any manner whatsoever for the same.

GCC.7.3. The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub-contractors and their personnel, but without prejudice to GCC.9.1 hereof.

B. Subject matter of Contract

GCC.8. Scope of Works

GCC.8.1. Unless otherwise expressly provided in the Technical Specifications, the Contractor's obligations cover the provision of all Equipment/ Materials including spares and the performance of all services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil, structural and other construction works and delivery) of the Equipment/Materials and the installation, commissioning, completion of the Works and carrying out completion tests for the Works in accordance with the plans, procedures, Specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such Specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, Equipment, spare parts (as specified in GCC.8.3) and accessories; Contractor's Equipment;

construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site), insurance and storage, except for those supplies, works and services that will be provided or performed by the Purchaser, as set forth in Appendix 5 to the Contract Agreement.

GCC.8.2. The Contractor shall, at no extra cost to the Purchaser, unless specifically excluded in the Contract, perform all such Works and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining successful completion of the Works as if such Works and Materials were expressly mentioned in the Contract.

GCC.8.3. The Contractor agrees to supply spare parts required for the operation and maintenance of the Works as per provision of subsequent sub clauses of GCC.8.3

GCC.8.3.1. All the spares for the Equipment/material under the Contract will strictly conform to the Specification and other relevant documents and will be identical to the corresponding main Equipment/Materials supplied under the Contract and shall be fully interchangeable.

GCC.8.3.2. All the spares covered under the Contract shall be manufactured along with the main Equipment/ Materials as a continuous operation and the delivery of the spares will be effected along with the main Equipment/ Materials in a phased manner and the delivery would be completed by the respective dates for the various categories of Equipment/ Materials as per the agreed Program.

GCC.8.3.3. The Contractor will provide the Purchaser with the manufacturing drawings, catalogues, assembly drawings and any other document required by the Purchaser so as to enable the Purchaser to identify the spares. Such details will be furnished to the Purchaser as soon as they are prepared but in any case not later than six (6) months prior to commencement of manufacture of the corresponding main Equipment/Materials.

GCC.8.3.4. In addition to the spares covered in the Scope of Work, if the Purchaser further identifies certain items of spares, the Contractor will submit the prices and delivery quotation for such spares within thirty (30) days of receipt of such request with a validity period of six (6) months for consideration by the Purchaser and placement of order for additional spares, if the Purchaser so desires.

GCC.8.3.5. The quality plan and the inspection requirement finalised for the main Equipment/ Materials will also be applicable to the corresponding spares.

GCC.8.3.6. The Contractor will provide the Purchaser with all the addresses and particulars of his Sub-contractors while placing the order for Equipment/ Materials covered under the Contract and will further ensure with his vendors that the Purchaser, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.

GCC.8.3.7. The Contractor shall guarantee the long-term availability of spares to the Purchaser for the full life of the Equipment/ Materials covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the Equipment/ Materials, he shall give the Purchaser at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to Sub-Contractor of any spares by the Contractor or his Sub-Contractors. Further, in case of discontinuance of manufacture of any spares by the Contractor or his Sub-Contractors, the Contractor will provide the Purchaser, two (2) years in advance, full manufacturing drawings, material specifications and technical information required by the Purchaser for the purpose of manufacture of such items..

GCC.8.3.8. In case the Contractor fails to supply the spares in the terms stipulated above, the Purchaser shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by the Purchaser, if any, over the rates worked on the above basis. In the event of such risk purchase by the Purchaser, the purchases will be as per the Procurement 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 finalising the purchases.

GCC.8.3.9. It is expressly understood that the final settlement between the parties, in terms of relevant clauses of the Contract Documents shall not relieve the Contractor of any of his obligations under the provision of long term availability of spares unless otherwise discharged expressly in writing by the Purchaser.

GCC.8.3.10. The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship

GCC.9. Obligations of the Contractor

GCC.9.1. The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the Works as necessary for successful completion of all the obligations, within the time for completion.

GCC.9.2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the conditions and circumstances at the Site affecting the Contract Price, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site including existing roads and bridges and other means of access to the Site, presence of obstructions on the Site. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works.

GCC.9.3. The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service

undertakings in the country/ state where the Site is located that are necessary for the performance of the Contract.

GCC.9.4. The Contractor shall arrange/ construct at his own cost any storage/access, structures, bridges and approach to the work sites from public roads as may be required for execution of Works.

GCC.10. Obligations of the Purchaser

GCC.10.1. The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser as described in Appendix 5 to the Contract Agreement, except when otherwise expressly stated in the Contract.

GCC.10.2. The Purchaser shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto except where providing access is included in the scope of work of the Contractor, as specified in Appendix 5 to the Contract Agreement. The Purchaser shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 5 to the Contract Agreement.

GCC.10.3. The Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings where the Site is located, which such authorities or undertakings require the Purchaser to obtain in the Purchaser's name for the execution of the Contract (they include those required for the performance by both the Contractor and the Purchaser of their respective obligations under the Contract), including those specified in Appendix 5 to the Contract Agreement.

GCC.10.4. Without prejudice to the obligations of the Contractor under the Contract Agreement, if requested by the Contractor, the Purchaser shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Sub-contractors or the personnel of the Contractor or Sub-contractors, as the case may be, to obtain.

GCC.10.5. The Purchaser shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities and shall perform work and services of whatsoever nature, all as specified in Appendix-6 to the Contract Agreement, to enable the Contractor to properly carry out Commissioning and Guarantee Tests at or before the time specified in the Program furnished by the Contractor under GCC.20.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Purchaser and the Contractor

GCC.10.6. The Purchaser shall be responsible for facilitating the Test(s) on completion of the Works, in accordance with GCC.25

GCC.10.7. All costs and expenses involved in the performance of the obligations under GCC.10(GCC 10.2 not applicable for this tender), other than under GCC.10.4, shall be the responsibility of the Purchaser, save those to be incurred by the Contractor, in accordance with Appendix 5 to the Contract Agreement.

C. Payment

GCC.11. Contract Price

GCC.11.1. The Contract Price shall be as specified in Article 2 of the Contract Agreement.

GCC.11.2. The Contract Price shall be adjusted in accordance with provisions of Appendix-2 to the Contract Agreement wherever specified in the Contract Agreement.

GCC.11.3. Subject to GCC.10.1 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

GCC.12. 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 Appendix 1 to the Contract Agreement. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Works or any part thereof. The currency of payment shall be Indian rupees.

GCC.13. Securities

GCC.13.1. Interest bearing Advance Payment Security

a) Interest bearing Mobilisation Advance shall be allowed to the Vendor (s) @10% of the value of Supply items only.

The Contractor shall, within thirty (30) days of the LoA of Contract, provide a security in an amount equal to the initial **interest bearing** mobilisation advance calculated in accordance with Appendix 1 to the Contract Agreement, valid till ninety (90) days after scheduled issuance of Taking-Over Certificate as per GCC.29 with a claim period of thirty (30) days. The advance payment security shall be in the form of an unconditional and irrevocable Bank Guarantee as per Annexure: 4/4a of Section VIIB from an Indian scheduled bank. The payment of initial advance shall be subject to deduction of tax at source as per law.

b) The **interest bearing mobilisation advance** will be kept outside the purview of Price variation Clause and will be adjusted as per Appendix 2 to the Contract Agreement. This Bank Guarantee shall be returned to the Contractor after full adjustment of advance and against request by the Contractor. The validity of Bank Guarantee would require to be extended by the Contractor, if so required by the Purchaser.

c) The rate of interest of Mobilisation Advance shall be as mentioned in Serial no. 11 of the SCC and the Mobilisation Advance shall be recoverable within the scheduled period of the work mentioned against the progressive bills/claims. In case the completion of the project gets extended on account of delay from the Vendor's end, the balance amount of Mobilisation Advance lying with the Vendor, along with interest, shall be recovered from the Vendor from the last bill raised by him before the scheduled completion of the project.

d) The Vendor has to submit a Bank Guarantee towards Security of Mobilisation Advance amounting to 110 % of the advance.

e) The Mobilisation Advance shall be released in not less than two instalments except in special circumstances for the reasons to be decided and recorded by the concerned department.

f) In case of any downward variation of the LOA price, the excess Mobilisation Advance initially granted at pre revised value of the LOA price shall be adjusted along with the interest thereupon in one instalment with the immediate next bill raise by the Vendor immediately after such revision.

GCC.13.2. Contract Performance Guarantee

GCC.13.2.1. The Contractor shall furnish an unconditional and irrevocable Bank Guarantee in favour of the Purchaser as per Annexure: 3/3a of Section VIIB, towards Performance security for faithful and due fulfilment of all obligations under the Contract within thirty (30) days from the date of LoA. Bank Guarantee shall be furnished for an amount equal to ten percent (10%) of the Contract Price of all the Contracts, from a Scheduled Bank in India. The Bank Guarantee shall be valid for ninety (90) days after Defect Liability Period with further claim period for ninety (90) days thereafter. The value of the Bank Guarantee is not to be construed as limiting the damages under Defects Liability Period. The Purchaser reserves the right to verify the authenticity of the Bank Guarantee from the issuing bank.

GCC.13.2.2. The Contract Performance Guarantee is liable to be invoked on demand of WBSETCL ,for any breach under the Contract irrespective of any dispute or difference between WBSETCL and the Contractor, pending before any court, tribunal or any other authority,

GCC.13.3. The Performance Guarantee shall be returned to the Contractor within ninety (90) days after receipt of application for release of Performance Bank Guarantee along with certification regarding completion of Defects Liability Period. No claim shall be made against the Performance Guarantee after the issue of Defects Liability Certificate. However, no costs shall be paid for the Bank Guarantee by the Purchaser, irrespective of date of release.

GCC.14. Taxes Duties, and Other Levies

GCC.14.1. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the Works. All taxes, **duties** - and levies, including Central **Goods and Services Tax, West Bengal Goods and Services Tax, Integrated Goods and Services Tax** etc, - where applicable and payable on Equipment/Materials, components, sub-assemblies, raw materials and any other item required for manufacture of finished Equipment/Material or completion of Works shall be deemed to have been included in **total value of supply of goods or services or both.**

GCC.14.2. The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Purchaser indemnified and harmless against any claims that may be made against the Purchaser. The Purchaser does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Purchaser.

GCC.14.3. For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 of 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). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and also not applicable on the bought out items despatched directly by Sub-contractor(s) to Site.

GCC.14.4. The Contractor shall be responsible for Labour Welfare Cess applicable on the value of the Erection Contract under BOCW (RECS) Act 1996 and Building & Other Construction Workers Welfare Cess (BOCWWC) Act 1996 (and subsequent amendments thereof), which is to be deducted at source by the Purchaser for deposition into Govt. Welfare Fund.

GCC.14.5. Goods and Services Tax

GCC.14.5.1. **Contractor shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in it's Tax Invoice**. In case of all components, Equipment/ Materials identified by the Contractor and

WBSETCL to be despatched directly by the Sub-contractor(s) to WBSETCL Site in a State different from the State wherein Sub-contractor's works are located, the Contractor shall affect sale in transit. For affecting the sale in transit, the Contractor shall ensure that his Sub-contractor raises **Tax** invoices in the Contractor's name (and not in the name of WBSETCL) and obtains GR/LR/RR in the name of Contractor (and not in the name of WBSETCL). The Contractor shall further ensure that he endorses the GR/LR/RR in the name of WBSETCL during transit of the Equipment/Materials before the delivery of Equipment/ Materials is taken by WBSETCL.

GCC.14.5.2. The Purchaser shall also bear and pay to the Contractor **Good and Services** Tax , Local Tax (if applicable) in respect of direct transactions between the Purchaser and the Contractor, if imposed on the Equipment/Materialsincluding spares and specified in Price Schedule No. 1 to be incorporated in the Works. These amounts will be payable, by the Purchaser on the supplies made by the Contractor.

GCC.14.6. Tax deduction at source under GST

WBSETCL shall deduct tax from the payment made or credited to the supplier on the value of taxable supply, where the total value of such supply, under a contract, exceed Two Lakh and Fifty Thousand Rupees at a rate of one percent or at such rate prevailing from time to time**.**

GCC.14.7. Service tax

Purchaser will not bear any liability on account of Service Tax. If necessary, Purchaser shall however deduct such tax at source as per the rules and issue necessary certificate to the contractor.....**NOT APPLICABLE**

GCC.14.8. Excise duty

For own manufactured items, the Contractor shall indicate the percentage applicable and also the amount of excise duty against each item and ex-works price of the Equipment/Materials within specified column of the Price Schedule. The same will be paid extra, on production of original documentary evidence, at the rate applicable at the time of physical delivery provided the physical delivery is made within the stipulated delivery time from the date of issue of despatch clearance and the offer of inspection is received within the schedule delivery period. In case of bought out items, the payment will be released on totality basis as detailed in Appendix 1 to the Contract Agreement..... **NOT APPLICABLE**

GCC.14.9. In case however, the Equipment / Materials are offered for inspection after the schedule delivery period, **CGST plus WBGST, or IGST, as the case may be,** will be paid at the rate prevailing at the time of scheduled delivery period or actual delivery period, whichever is lower, in case of direct transactions.

GCC.14.10. **CGST plus WBGST, or IGST, as the case may be,** as applicable on Price Variation for own manufactured items as provided in BDS will be allowed as admissible against documentary evidence.

D. Intellectual Property

GCC.15. Patent Rights & Royalties

GCC.15.1. Royalties and fees for patents covering Equipment/Materials, articles, apparatus, devices or processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard.

GCC.15.2. The Contractor shall, subject to the Purchaser's compliance with GCC.15.3, indemnify and hold harmless the Purchaser , his successors or assignees ,its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of : (a) the installation of the Works by the Contractor or the use of the Works in the country where the Site is located; and (b) the sale of the products produced by the Works in any country. Such indemnity shall not cover any use of the Works or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Works or any part thereof, or any products produced thereby in association or combination with any other Equipment/ Materials not supplied by the Contractor, pursuant to the Contract Agreement.

GCC.15.3. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC.15.2, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Purchaser within the thirty (30) day period, the Purchaser shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

GCC.15.4. The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

GCC.15.5. All design and drawings submitted by the Contractor will be the property of Purchaser. The Purchaser reserves the right to use the same in its future project without any further reference and additional charges to the Contractor for such use.

GCC.15.6. The Purchaser's Drawings, Specification and other information submitted by the Purchaser to the Contractor shall remain the property of the Purchaser. They shall not, without the consent of the Purchaser, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of the Contract. Any error in any such drawing/Specification etc. shall not absolve the Contractor of his responsibility.

GCC.16. Confidential Information

GCC.16.1. The Purchaser and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Sub-contractor(s) to perform its Works under the Contract, in which event the Contractor shall obtain from such Sub-contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause GCC.16.

GCC.16.2. The obligation of a party under GCC.16.1 above, however, shall not apply to that information which

a. now or hereafter enters the public domain through no fault of that party

b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto

c. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

GCC.16.3. The above provisions of this Clause GCC.16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Works or any part thereof

GCC.16.4. The provisions of this Clause GCC.16 shall survive termination, for whatever reason, of the Contract.

GCC.17. Advertising

Any advertising stating the subject of this Contract by the Contractor in India or in foreign countries shall be subject to approval of the Purchaser prior to the

publication. Publication of approved articles, photographs and other similar materials shall carry acknowledgment to the Purchaser.

E. Work Execution

GCC.18. Purchaser's representative

GCC.18.1. The Purchaser shall appoint an experienced engineer designated as the Project Manager who shall carry out the functions and obligations of the Purchaser under the Contract.

GCC.18.2. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works. The Project manager shall represent and act for the Purchaser at all times during the currency of the Contract.

GCC.18.3. Any decision, instruction or approval given by the Project Manager to the Contractor shall have the same effect as though it had been given by the Purchaser.

GCC.18.4. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Project Manager, except as herein otherwise provided.

GCC.18.5. The Project Manager may authorize his representative as site-in-charge for the Works. The Project Manager will also be the consignee officer for the Works.

GCC.19. Contractor's representative

GCC.19.1. If the Contractor's representative is not named in the Contract, then within fifteen (15) days of the Commencement Date, 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 within fifteen (15) days, 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 within fifteen (15) days of such objection, and the foregoing provisions of this Sub-Clause GCC.19.1 shall apply thereto.

GCC.19.2. The Contractor's representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

GCC.19.3. Any instruction or notice which the Purchaser gives to the Contractor's representative(s) shall be deemed to have been given to the Contractor. An instruction book shall be kept at Site to record instruction of the Purchaser or his representative at the time of Site visit.

GCC.19.4. The Contractor shall not revoke the appointment of the Contractor's representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC.19.1.

GCC.19.5. The Contractor's representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Purchaser and the Project Manager. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this Sub-Clause GCC.19.5 shall be deemed to be an act or exercise by the Contractor's representative.

GCC.19.6. The Contractor shall in addition to a Contractor's representative, employ one or more competent representative(s) to superintend the carrying out of the Works at Site. Such representative shall be fluent to communicate in local language for day to day work. Their names and contact addresses shall be communicated in writing to the Purchaser before commencement of Works.

GCC.19.7. The Purchaser may, by notice to the Contractor, object to any representative or person employed by the Contractor in the execution of the Contract ,who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC.23.6. The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.

GCC.19.8. If any representative employed by the Contractor is removed in accordance with GCC.19.7, the Contractor shall, where required, promptly appoint a replacement.

GCC.20. Program

GCC.20.1. The Contractor shall supply to the Purchaser and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out the Works. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty (20) days of the LoA. The Contractor shall promptly inform the Purchaser and the Project Manager in writing of any revision or alteration of such an organization chart.

GCC.20.2. The Contractor shall submit to the Purchaser for his approval the Program ,within thirty (30) days of LoA, made in the form of L2 network with respect to Contract ,where such L2 network is required, which shall, interalia, 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

GCC.20.2.1. The Program so submitted by the Contractor shall be in accordance with the Time Schedule included in Appendix 4 to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the Program as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion and any extension granted in accordance with GCC.42, and shall submit all such revisions to the Project Manager.

GCC.20.2.2. This Program shall show clearly all activities and its duration along with earliest and latest dates and the first and last dates of submission of the drawings and each date of shop inspection by the Purchaser and critical path for the Works. The Program approved by the Purchaser shall form part of the Contract.

GCC.20.2.3. The approval by the Purchaser of the Program shall not relieve the Contractor from any obligation under the Contract towards timely completion of Works.

GCC.20.2.4. The L2 network shall also be the contractual schedule for the purpose of regulating price variation provisions, if any, in the Contract.

GCC.20.2.5. Once L2 network has been finalized, no revision shall normally be permitted as long as the scope of work remains unchanged. However, in cases of increase in quantities, while executing the work as per original scope; suitable adjustments may be made without affecting the time for completion. The revision in L2 network, for aforesaid reasons, shall be done with the approval the Purchaser.

GCC.20.2.6. If the scope of work undergoes changes during execution stage resulting into additional scope over that originally provided, for which the Contractor insists extension in time for completion, such extension shall be granted while ordering additional scope of work. Contractor shall submit revised L2 network for approval of the Purchaser.

GCC.20.2.7. In case the scope of work does not change but the time for completion is extended because of delayed commencement of the work on account of non fulfilment of obligations by WBSETCL or because of any other reasons not attributable to Contractor, L2 network shall be suitably revised as per the extended time for completion. Once the time for completion has been extended with the approval of Purchaser, Contractor shall submit revised L2 network for the approval of Purchaser.

GCC.20.3. Progress Report

The Contractor shall monitor progress of all the activities specified in the Program referred to in GCC.20.2, and supply a progress report to the Project Manager every month, with a copy to officials as mentioned in the SCC.

The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the Program, giving comments and likely consequences and stating the corrective action being taken.

GCC.20.4. Progress of Performance

If at any time the Contractor's actual progress falls behind the Program referred to in GCC.20.2 , or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Purchaser or the Project Manager, prepare and submit to the Project Manager a revised Program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Works within the Time for Completion as stated in SCC, or within such extended time to which the Contractor shall be entitled under GCC.42.2.

GCC.21. Design and Engineering

GCC.21.1. The Contractor shall submit to the Purchaser for approval:

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

GCC.21.2. The Contractor shall prepare (or cause its Sub-contractors to prepare) and furnish to the Project Manager the documents, including Manufacturing Quality Plan and Field Quality Plan wherever required, listed in Appendix 5 to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC.20.2.

GCC.21.3. Any part of the Works covered by or related to the documents to be approved by the Purchasers Representative shall be executed only after the Project Manager's approval thereof

GCC.21.4. The Contractor shall supply additional copies of approved documents in the format and numbers stated in the Contract.

GCC.21.5. The following Schedule and Procedure of Documents Approval has to be followed

Sl.No	Step	Action / Approved Status Duration
1)	First submission by Contractor (as per approved submitted Program)	Commented 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. 30 days
2)	Second submission by Contractor within 10 (ten) days.	For 'B'– Approved Documents Resubmitted with incorporation of comments / modifications with Revision No. For 'C'– Approved Documents Returned with Corrections / changes with modified Revision No. 15 days
3)	Third submission by the Contractor within 7 (seven) days	For 'A' approved. 15 days
4)	Submission of 'A' approved documents by Contractor.	'A' – Approved documents with number of copies specified for distribution stamped with "Released for Construction".

Notes:

a. While submitting documents, Contractor shall take utmost care to get it approved in 'A' Category. In case of approval accorded by the Purchaser in 'B' & 'C' Category, the re-submission should be for 'A' approval only.

b. Any delay whatsoever in the process of submission of documents under different stages shall be on the Contractor's account.

c. Resubmission of ‘B’ category and ‘C’ category shall be within seven (7) days and ten (10) days respectively to be recorded from the date of return of such documents.

GCC.21.6. If any dispute or difference occurs between the Purchaser and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Adjudicator for determination in accordance with GCC.6.1 thereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. If the Adjudicator upholds the Contractor’s view on the dispute, then the Contractor shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.

GCC.21.7. The Project Manager’s approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

GCC.21.8. 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.

GCC.22. Procurement

GCC.22.1. The Contractor shall manufacture or procure and transport all the Equipment/Materials in an expeditious and orderly manner to the Site.

GCC.22.2. Purchaser-Supplied Equipment, and Materials

If Appendix 5 to the Contract Agreement provides that the Purchaser shall furnish any specific items of machinery, Equipment/Materials to the Contractor, the following provisions shall apply:

GCC.22.2.1. The Purchaser shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the Program furnished by the Contractor, pursuant to GCC.20.2 unless otherwise mutually agreed.

GCC.22.2.2. Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Purchaser shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Purchaser, remedy such shortage, defect or default at the Purchaser’s cost and expense.

After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this Sub-Clause GCC.22.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.

GCC.22.2.3. The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Purchaser of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC.31 or under any other provision of Contract.

GCC.22.3. Transportation

GCC.22.3.1. The Contractor shall at its own risk and expense transport all the Equipment/Materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

GCC.22.3.2. Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Equipment/Materials and the Contractor's Equipment.

GCC.22.3.3. Upon despatch 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 despatch, and the estimated time and point of arrival at the Site. The Contractor shall furnish the Purchaser with relevant shipping documents to be agreed upon between the parties.

GCC.22.3.4. The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Equipment/ Materials and the Contractor's Equipment to the Site. The Purchaser shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Equipment/ Materials and the Contractor's Equipment to the Site.

GCC.22.3.5. The contractor shall be responsible for supply of Mandatory Test Equipment for Fibre Optic Cable System after obtaining approval of the Purchaser and as specified in Price Schedule/technical specification.

GCC.23. Contractor's Construction Management

GCC.23.1. Setting Out

The Contractor shall be responsible for the true and proper setting-out of the Works in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Purchaser.

The Contractor shall set out the Works in relation to original points, lines and levels of reference given by the Purchaser in writing and provide all necessary instruments, appliances and labour for such purposes. If at any time during the execution of Works, any error appears in the positions, levels, dimensions or alignment of the Works, the Contractor shall rectify the error at his cost. The checking of any setting-out by the Purchaser shall not relieve the Contractor of his responsibility for the accuracy thereof.

GCC.23.2. Contractor's Supervision

The Contractor shall give or provide all necessary superintendence during the installation of the Works, and the Contractor's representative(s) shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the Works.

GCC.23.3. Labour

GCC.23.3.1. The Contractor shall provide and employ on the Site in the installation of the Works such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.

GCC.23.3.2. Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

GCC.23.3.3. The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s), if required, from the appropriate authorities for the entry of all labour and personnel to be employed on the Site.

GCC.23.3.4. The Contractor shall at its own expense provide the means of repatriation to all of its and its Sub-contractor's personnel, employed on the Contract, at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

GCC.23.3.5. The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Sub-contractors.

GCC.23.3.6. The Contractor shall, in all dealings with its labour and the labour of its Sub-contractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

GCC.23.4. Contractor's Equipment

GCC.23.4.1. The Contractor shall provide all erection Equipment haulage & power if necessary to complete the Works as per Time for completion, including transport at his own cost. The Contractor shall provide additional manpower as well as haulage and other erection equipment as necessary for maintaining the Time schedule of completion.

GCC.23.4.2. All Contractor's Equipment shall, when brought to the Site, be deemed to be exclusively intended for the execution of Contract. The Purchaser shall have lien on all such Equipment brought to Site for the purpose of erection, testing and commissioning of the Equipment/Materials.

GCC.23.4.3. The Contractor shall not remove from the Site any such Equipment, except when it is no longer required for the completion of the Works, or when the Purchaser has given his consent.

GCC.23.5. Purchaser's Equipment

The Contractor shall pay hire charges as may reasonably be levied for the Purchaser's equipment, if used, and also provide the transport, haulage, power etc. thereof at his own cost.

GCC.23.6. Site Regulations and Safety

The Purchaser and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Purchaser, with a copy to the Project Manager, proposed Site regulations for the Purchaser’s approval, for which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Works, gate control, sanitation, medical care, and fire prevention.

GCC.23.7. Environment & Social Policy and Procedures (ESPP) of Purchaser

The Contractor shall make himself aware of the ESPP of the Purchaser which shall be available on the Purchaser’s website and shall execute the scope of work under the Contract in compliance with the said provisions.

GCC.23.8. Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Works, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

GCC.23.9. Clearance of Site

The Contractor shall, from time to time during the progress of the Works clear away and remove all surplus/ rejected materials and debris from Site. On completion of the Works, the Contractor shall remove all Contractors’ Equipment and leave the whole of the Site clean and in a workmanlike condition to the satisfaction of the Purchaser.

GCC.23.10. Communication

The Contractor may require the Purchaser to confirm in writing any decision or instruction of the Purchaser which is not in writing. The Contractor shall promptly notify the Purchaser of such requirement.

GCC.23.11. Authority of Access

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

GCC.23.12. Emergency work

GCC.23.12.1. If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Works, the Contractor shall immediately carry out such work.

GCC.23.12.2. If the Contractor is unable or unwilling to do such work immediately, the Purchaser may do or cause such work to be done, as the Purchaser may determine it necessary in order to prevent damage to the Works. In such event the Purchaser shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the Purchaser is such that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Purchaser in connection therewith shall be paid by the Contractor to the Purchaser.

GCC.24. Inspection & Testing

GCC.24.1. Inspecting Agency

The Purchaser may delegate inspection and testing to an outside agency in place of personnel of WBSETCL with due notice, not less than fifteen (15) days, to the Contractor. Any such outside agency shall be considered as a Project Manager.

GCC.24.2. Inspection and Testing During Manufacture

GCC.24.2.1. The Purchaser or his designated representative shall be entitled during manufacture to inspect, examine and test the materials and workmanship and check the progress of manufacture of all Equipment to be supplied under the Contract. This shall take place on the Contractor's premises during working hours.

GCC.24.2.2. No such inspection, examination or testing shall relieve the Contractor of his obligation under the Contract regarding quality of material and soundness of manufacture.

GCC.24.2.3. No inspection call will be valid before drawings are approved under ‘A’ category without comments.

GCC.24.3. Dates for Inspection and Testing

After getting the related drawings approved under 'A' category, the Contractor shall give the Purchaser notice of inspection along with factory test results in writing of the date and the place at which any Equipment/Materials will be ready for testing as provided in the Contract. The Purchaser shall attend at the place so named within fifteen (15) days of the date which the Contractor has stated in his notice. The Purchaser shall give the Contractor notice, in writing, of his intention to attend the tests. The above notices shall be given at first by the quickest possible means and confirmed later in writing. The Contractor shall render all possible assistance in carrying out inspection in time.

GCC.24.4. Facilities For Testing

GCC.24.4.1. Where the Contract provides for tests on the premises of the Contractor or Sub-contractor, the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently without any extra charges. If the facilities are inadequate to carry out tests as per standard, the Contractor shall have to arrange suitable testing place having all such required facilities and the cost towards this will be on Contractor's account.

GCC.24.4.2. The Contractor shall also bear all charges towards travelling expenses of the Inspecting Team of the Purchaser or the authorized representatives of the Outside Inspecting Agency consisting of maximum two (2) persons for to and fro journey by Air from Purchaser's Head quarters, including boarding and lodging at the place of inspection and transit, if any, for the purpose of Inspection and testing.

GCC.24.4.3. The Contractor shall be responsible for proper execution of the quality plans. The Works beyond Purchaser's hold points will progress only with Purchaser's prior written consent. The Purchaser may also undertake quality surveillance and quality audit of the systems and procedures and quality control activities. Any change in the Quality Plans shall be made only with Purchaser's prior written approval.

GCC.24.4.4. The Contractor shall provide the Purchaser with the necessary facilities for carrying out quality audit and quality surveillance of the Contractor's and its Sub-Contractors' Quality Assurance System and manufacturing activities.

GCC.24.5. Routine and Acceptance Tests

All routine tests and acceptance tests shall be carried out at manufacturer's works or test site of the Contractor/Sub-contractor/test laboratory as per stipulation of relevant Indian Standard and relevant IEC in presence of Project Manager. All tests shall be carried out on every lot offered for inspection as per relevant I.S. and IEC.

GCC.24.6. Type Test

GCC.24.6.1. The successful bidder shall submit complete test reports of all tests (including type tests) as stipulated in the relevant I.S. and IEC and carried out in a Govt. recognised Test House or laboratory/NABL accredited laboratory on

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

GCC.24.6.2. WBSETCL will undertake type testing of electrical items/transmission line materials as per submitted/specified Type Test schedule on samples selected by WBSETCL's inspecting engineers.

GCC.24.6.3. WBSETCL will 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.

GCC.24.7. Repetition of Tests

If any of the type tests, routine or acceptance tests fails to pass, the Contractor shall arrange for repetition of the tests, after rectification or replacement, at his own cost and expenses. If, however, the tests fail for the 2nd time, the related Sub-contractor shall be rejected immediately and the Contractor will be required to furnish the name of another Sub-contractor immediately either from the already approved list of Sub-contractor for that particular Equipment/Materials, or any new Sub-contractor along with submission of all relevant documents in support, towards approval of the new Sub-contractor as stated in this tender document.

GCC.24.8. Reports of Inspection and Tests
After the factory tests have been completed at the Contractor's or Sub-contractor's works, the Contractor shall submit six (6) copies of Test Reports for approval of Purchaser. The Purchaser in turn will approve the same within fifteen (15) days of receipt. The Contractor shall provide the Purchaser with ten (10) copies of Approved Reports of all inspection and tests.

GCC.24.9. If the Purchaser or his designated representatives fails to attend the test and/or inspection or if it is agreed between the parties that such persons shall not do so, then the Purchaser may advice the Contractor in writing to proceed with the test and/or inspection in the absence of such persons. The Contractor should provide the Purchaser with a certified report of the results thereof.

GCC.24.10. Covering Up

GCC.24.10.1. The Contractor shall give the Purchaser full opportunity to examine, measure and test any work on Site which is about to be covered up or put out of view.

GCC.24.10.2. The Contractor shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing.

GCC.24.10.3. The Purchaser shall then notify the Contractor within fifteen (15) days that the Purchaser shall carry out the examination, measurement or testing. Unless it is

notified specifically the Contractor may proceed with the work as per Programme submitted.

GCC.24.11. Uncovering Works

If so instructed by the Purchaser, the Contractor shall expose any parts of the Works. The Contractor shall reinstate and make good such parts to the Purchaser's satisfaction at the risk, cost and responsibility of the Contractor.

GCC.25. Tests on Completion

GCC.25.1. Notice for Tests on Completion

The Contractor shall give to the Purchaser twenty one (21) days notice of the date after which he will be ready to conduct the Tests on Completion. Unless otherwise agreed upon, the Tests shall be carried out as per agreed schedule.

GCC.25.2. Delayed Tests

If the tests are being unduly delayed by the Contractor, the Purchaser may, by notice, require the Contractor to make the tests within twenty one (21) days after the receipt of such notice. If the Contractor fails to make the tests within twenty one (21) days of such notice, the Purchaser may himself proceed with the tests. All tests so made by the Purchaser shall be at the risk and cost of the Contractor and cost thereof shall be deducted from the Contract Price. The tests shall also be deemed to have been made in the presence of the Contractor and shall be accepted as accurate and no claim whatsoever in this respect of the Contractor shall be entertained.

GCC.25.3. Facilities for Tests on Completion

The Contractor, except where otherwise specified, shall arrange such labour, material, fuel, water, stores and testing apparatus as may be reasonably required to carry out such tests efficiently, without any extra charge.

GCC.25.4. Re-testing

If the work or any portion thereof fails to pass the Tests, the Purchaser or the Contractor may require such tests to be repeated on the same terms and conditions. All costs of such retesting will be borne by the Contractor.

GCC.25.5. Consequences of Failure to Pass Tests on Completion

If the Works or any portion thereof fails to pass the tests or the repetition thereof under GCC.25, the Purchaser, after due consultation with the Contractor, shall be entitled to

a. Order one further repetition of the Tests under the conditions of GCC.25, or

b. Reject the Works or portion thereof in which event the Purchaser shall have the same remedies against the Contractor as are provided under GCC.26, or

c. Issue a Taking-Over Certificate, if the Purchaser so wishes, not withstanding that the Works are not complete. The Contract Price shall then be reduced by such amount as may be agreed by the Purchaser and the Contractor or, failing agreement, as may be determined under GCC.6. As soon as the work or any

portion thereof has passed the tests, the Purchaser shall issue a Completion certificate to the Contractor to that effect.

GCC.26. Rejection

Purchaser may not accord approval to test results if those results are not in conformity with Guaranteed Technical Particulars with given tolerable limits as per relevant standard or the results and procedure followed are found not in line with standard. The results may be rejected even if the Project Manager had witnessed the test. On approval of Test results only, Material Inspection Clearance Certificate will be issued by the Purchaser. Approval of Test results will not relieve the Contractor of its obligation as regards quality, standard and suitability of the Equipment/ Materials.

GCC.27. Permission to Deliver

GCC.27.1. The Contractor shall apply in writing to the Purchaser for permission to deliver any Equipment / Materials to the Site. No Equipment/ Materials shall be delivered to the Site without the Purchaser's written permission.

GCC.27.2. The Contractor shall make arrangement for receipt of all Equipment/ Materials delivered to Site under the scope of Contract besides all other Equipment/Materials required for the purpose of execution. Upon arrival at Site, the Contractor shall give a notice to the Purchaser when and where materials has arrived and been stored.

GCC.28. Completion of Works

GCC.28.1. As soon as execution of the Works or any part for which a separate completion schedule is provided in the Contract has, in the opinion of the Contractor, been completed operationally and structurally and put in tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Works, the Contractor shall so notify the Purchaser in writing within seven (7) days of the date of completion.

GCC.28.2. Within seven (7) days after receipt of the notice from the Contractor under GCC.28.1, the Purchaser shall supply the operating and maintenance personnel and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters as specified in Appendix 5 to the Contract Agreement, required for completion of Works or any part thereof.

GCC.28.3. If, for reasons not attributable to the Contractor, the Works cannot be completed in next six (6) months, the Purchaser at, its discretion, may take up the inspection of the portion of the Works already completed, the balance payment due to the Contractor can be released against Bank Guarantee of equivalent amount. The Bank Guarantee validity shall be initially for a period of twelve (12) months or until three (3) months after expected date of commissioning, whichever is earlier. If the completion and thereafter commissioning does not take place within the validity period of the Bank

Guarantee, the validity shall be extended from time to time up to a period not exceeding three(3) years from the date from which the concerned work was held up on aforesaid account. The Contractor shall also be required to extend the validity of the Contract Performance Guarantee.

GCC.28.4. For 'Works' not involving Commissioning

GCC.28.4.1. Within fifteen (15) days of intimation from the Contractor regarding completion of Works, the Project Manager shall cause to inspect the Works to verify the completion status, in presence of the Contractor's representative.

GCC.28.4.2. If the Works are found to be completed and acceptable in all respects (except for minor defects and deficiencies, if any), Completion Certificate/ Taking over Certificate (TOC) shall be issued by the Purchaser within thirty (30) days of Contractor's intimation. The Completion certificate shall generally contain the following details: (a) Date of completion; (b) Defects to be rectified; (c) Items not conforming to Specification but can be accepted at a reduced rate; (d) items not acceptable at all and need to be re-done.

GCC.28.4.3. If, on inspection, Works are not found to be completed or rectification of major nature is required, the Purchaser shall, within twenty-one (21) days of Contractor's intimation, inform the incomplete works/ defects & deficiencies to the Contractor in writing advising him to take necessary action and to inform WBSETCL after completion/ rectification. The Purchaser shall give reasonable time to the Contractor for remedying the defects/ deficiencies. However, if the Contract specifies separate completion period for different parts of works for the purpose of taking over also, Completion certificate/ TOC shall be issued in respect of portion of works that are completed and are acceptable.

GCC.28.4.4. The provisions contained in GCC.28.4.1 to GCC.28.4.3 shall also be applicable in relation to a part of the Works for which separate schedule of completion has been provided in the Contract and such part of Works can be taken over independently.

GCC.28.5. For Works involving Commissioning at Specified voltage

GCC.28.5.1. In case it is assessed by the Purchaser that commissioning at specified voltage is possible within one (1) year of Contractor's notice for commission, commissioning of the system at reduced voltage shall not be considered.

GCC.28.5.2. On receipt of communication from the Contractor informing that the Works or part thereof are physically complete/ nearing completion and are ready for carrying out pre-commissioning checks/ tests, the Purchaser shall take further actions, towards declaring the Works ready for commissioning

GCC.28.5.3. The Works or part thereof, as above, shall be thoroughly inspected /checked by the Purchaser within fifteen (15) days of Contractor's intimation. Wherever pre-commissioning checks /tests are involved, the same shall be witnessed jointly with the Contractor's representative. On such verification, once the entire Works are found to be complete and acceptable (except for minor

defects and deficiencies, if any), the Purchaser shall commence further verification with regard to commissioning.

GCC.28.5.4. If, on inspection/ checking, the Works or part there of, are not found to be complete or rectification of major nature is required, the Purchaser shall, within twenty-one (21) days of Contractor's intimation, inform the incomplete works/ defects and deficiencies to the Contractor in writing advising him to take necessary action and to inform WBSETCL after completion/ rectification. The Purchaser shall give reasonable time to the Contractor for remedying the defects/ deficiencies

GCC.28.5.5. If Commissioning of the system at specified voltage cannot be done immediately after physical completion/ readiness for commissioning, for reasons not attributable to the Contractor, but it is possible within three (3) months thereafter, the final payment shall be released after commissioning of the system at specified voltage. The Contractor shall be required to extend the validity of the Contract Performance Guarantee accordingly.

GCC.28.5.6. If Commissioning of the system is not possible within three (3) months of the date of physical completion/ readiness of the Works for commissioning, the balance payment shall be released to the Contractor against Bank Guarantee of equivalent amount initially valid for a period of twelve (12) months.

GCC.28.5.7. If the 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 of readiness of the system for commissioning. The Contractor shall be also required to extend the validity of the Contract Performance Guarantee so that it remains valid up to a period of one (1) year beyond the validity period of the Bank Guarantee against which final payment has been released to the Contractor.

GCC.28.5.8. In exceptional circumstances where it is assessed that the system cannot be commissioned at specified voltage within a period of about three (3) years from the date of physical completion/readiness of the system for commissioning, because of reasons not attributable to the Contractor, the system shall be taken over by WBSETCL without commissioning as a special case. The Bank Guarantee against which final payment is released to the Contractor shall be returned to the Contractor.

GCC.28.6. For Works involving Commissioning at reduced voltage

GCC.28.6.1. If for the purpose of power flow/ system stability/system strengthening requirements, commissioning at reduced voltage is considered necessary, or it is assessed by the Purchaser that commissioning at specified voltage is not likely to take place within a period of one (1) year from the date of Contractor's notice, the Works can be taken up for commissioning at reduced voltage.

GCC.28.6.2. In case, the commissioning of the Works has been delayed, the Contractor shall be required to extend the validity of the Bank Guarantee against which final payment has been released to the Contractor in accordance with

GCC.28.5.6. The Bank Guarantee shall be required to be extended, in stages, up to a maximum period of two (2) years after commissioning of the system at reduced voltage or till three (3) months after commissioning at rated voltage, whichever is earlier. The Contractor shall be also required to extend the validity of the Contract Performance Guarantee so that it remains valid up to a period of one (1) year beyond the validity period of the Bank Guarantee submitted in accordance with GCC.28.5.6.

GCC.28.6.3. On commissioning of the system at specified voltage or upon the expiry of the period of two (2) years after commissioning of the system at reduced voltage, whichever is earlier, the TOC shall be issued by WBSETCL, within fifteen (15) days.

GCC.28.6.4. The Bank Guarantee submitted in accordance with GCC.28.5.6 shall be returned to the Contractor on commissioning at rated voltage/ issuance of TOC.

GCC.28.7. If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within twenty-one (21) days after receipt of the Contractor's notice under GCC.28.1 or within ten (10) days after receipt of the Contractor's repeated notice or if the Purchaser makes use of the Works or part thereof, then the Works or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Purchaser's use of the Works, as the case may be.

GCC.28.8. As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Works are fully in accordance with the requirements of the Contract, failing which the Purchaser will undertake such completion and deduct the costs thereof from any money owing to the Contractor.

GCC.28.9. Upon Completion, the Purchaser shall be responsible for the care and custody of the Works or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Works or the relevant part thereof.

GCC.29. Taking Over

GCC.29.1. The Works shall be taken over by the Purchaser after completion, either in full or in part (where for part completion, separate completion schedule has been provided in the Contract), upon successful erection, testing and commissioning of Works at Site by the Contractor in accordance with provisions of Contract.

GCC.29.2. On successful completion of Works or any part thereof as provided in GCC.29.1 and upon request of the Contractor for taking over the Works and issuance of TOC, the Purchaser shall, within forty-five (45) days after the receipt of the Contractor's application, or within fifteen (15) days from the date of actual handing over of relevant Works, either issue the TOC or reject

the application giving his reasons and specifying the work required to be done by the Contractor to enable the TOC to be issued

GCC.29.3. 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 in CDs), design documents duly authenticated by Purchaser, O&M manuals, data sheets, test reports, pamphlets and manuals of spares, maintenance and testing equipment by the Contractor

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.

GCC.29.4. Issuance of such certificates shall not relieve the Contractor of any of his obligations which otherwise comes under the terms and conditions of the Contract.

GCC.29.5. Notwithstanding the above mentioned provisions, the issuance of TOC shall not be held up for delay in completion/ rectification of works of minor nature that do not affect the performance/ use of the building/installation/ equipment/sub-system/system at rated voltage. In such a case the Contractor shall however be required to give an undertaking that in case he fails to complete/rectify within a mutually agreed period, the Purchaser shall be at liberty to carry out the work at his risk and cost, and deduct an amount as may be considered appropriate by the Purchaser.

GCC.29.6. Issuance of TOC for any part of the Works is only for the purpose of facilitating the Contractor to receive the payment for part of the Works completed and for determination of liquidated damages in respect thereof and shall not relieve the Contractor of his responsibilities under the Contract towards other parts of the Works.

F. Guarantees and Liabilities

GCC.30. Liquidated Damages

GCC.30.1. If the Contractor fails to attain Completion of the Works or any part thereof within the Time for Completion or any extension thereof under GCC.42,

WBSETCL shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty without prejudice to WBSETCL's other remedies under the Contract. For imposition of LD, the loss/ damages suffered by WBSETCL due to delays by the Contractor are the basic criteria. In respect of any part of the Works where TOC for such part has been issued separately and the aforesaid part of the Works was completed within the Time for Completion specified in the Contract, the liquidated damages for such part of the Works shall not be levied, provided other conditions for non imposition of liquidated damages as prescribed in the Contract are met.

GCC.30.2. In order to keep the Contract alive, provisional time extension will be granted to the Contractor so that delayed supplies/ services can be accepted by WBSETCL. 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 WBSETCL's right to levy LD and other rights under the Contract.

GCC.30.3. Delay in performance of the Contract may be attributed to one or more of the following, viz., and Purchaser, Contractor and Force Majeure conditions as per GCC.39.

GCC.30.4. The decision on LD will be taken considering detailed analysis indicating reasons & period of delay on each account. Based on the analysis, the period of delay due to Force Majeure as per GCC.39 and for reasons attributable to WBSETCL 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 WBSETCL = C
d. Concurrent cumulative period in (b) & (c) = X
e. Cumulative period of delay on account of Force Majeure and WBSETCL = 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.

GCC.30.5. In case the period Z, arrived at as per GCC.30.4, is not positive, the time extension, till the actual completion of the Works, shall be allowed without any LD. In case the period Z, arrived at is positive, action will be taken as described hereunder.

GCC.30.6. WBSETCL will examine the loss suffered on account of the delay Z.

GCC.30.6.1. In case, WBSETCL has suffered loss, the time extension, till the actual completion of the Works shall be allowed with imposition of LD as described below:

a. If the amount of loss/ damages suffered by WBSETCL is more than the full LD as applicable for a delay of period Z, as per GCC.30.7 , the latter shall be the amount of LD to be levied

b. If the amount of loss / damage suffered by WBSETCL is less than the LD as applicable for a delay of period Z, as per GCC.30.7 , the sum of the amount of loss/damages, worked out in the manner explained above, shall be levied. However, the total amount arrived at in this manner shall not exceed the full LD amount applicable as per GCC.30.7.

GCC.30.7. Calculation of Liquidated Damages
A sum equivalent to half percent (0.5%) of the Contract Price for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Work. The calculation of liquidated damages on the part of the Works shall be regulated as per GCC.30.1. The total recovery against liquidated damage, however, shall not exceed five percent (5%) of the total Contract Price. Total Contract Price shall imply the Contract prices of all the schedules of Work taken together.

GCC.30.8. WBSETCL may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the Contractor. The payment deduction of such damages does not relieve the Contractor from his obligation to complete the work or from any of his other obligations and liabilities under the Contract.

GCC.30.9. Works will be deemed to have been delivered/ completed only when all component parts/ all items of Works are also delivered/ completed. If certain components/ items of Works are not delivered in time, the same will be considered as delayed until such time due missing/ incomplete parts/ items of works are delivered/ completed.

GCC.30.10. In addition to the above, LD for delay under one Contract shall also be applicable to the other Contract under the same divisible Contracts as per cross-fall breach clause i.e. in case of delay under erection Contract, LD will also be recoverable from the relevant supply Contract and vice-versa. All the LDs will run concurrently.

GCC.31. Defects Liability

GCC.31.1. The Contractor warrants that the Works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Equipment/Materials supplied and of the work executed.

GCC.31.2. The Defect Liability Period shall be as specified in the SCC. Where any part of the Works is taken over separately, the Defects Liability Period for that part shall commence on the date it was taken over.

GCC.31.3. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Equipment/Materials supplied

or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Works caused by such defect.

GCC.31.4. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Works arising out of or resulting from any of the following causes:

a. improper operation or maintenance of the Works by the Purchaser

b. operation of the Works outside Specifications provided in the Contract

c. normal wear and tear

GCC.31.5. The Contractor's obligations under this Clause GCC.31 shall not apply to:

a. any materials that are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein

b. any designs, Specifications or other data designed, supplied or specified by or on behalf of the Purchaser or any matters for which the Contractor has disclaimed responsibility herein

c. any other materials supplied or any other work executed by or on behalf of the Purchaser, except for the work executed by the Purchaser under GCC.31.9

GCC.31.6. The Purchaser shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor to inspect any such defect.

GCC.31.7. The Purchaser shall afford the Contractor all necessary access to the Works and the Site to enable the Contractor to perform its obligations under this Clause GCC.31. The Contractor may, with the consent of the Purchaser, remove from the Site any Equipment/Materials or any part of the Works that are defective, if the nature of the defect and/or any damage to the Works caused by the defect is such that repairs cannot be expeditiously carried out at the Site.

GCC.31.8. 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.

GCC.31.9. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Works caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any money due to the Contractor or claimed under the Performance Securities.

GCC.31.10. 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.

At the end of the Defect Liability Period, the Contractor's liability ceases except for latent defects. The Contractor 's liability for latent defects warranty for the Equipment/Materials, including spares, shall be limited to a period of five (5) years from the end of Defect Liability Period of the respective Equipment/Materials, including spares. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period as defined in this Clause GCC.31, but later.

GCC.31.11. Except as provided in Clauses GCC.31 and GCC.36, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Works or any part thereof, the Equipment/Materials, design or engineering or work executed that appear after Completion of the Works or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

GCC.31.12. In addition, the Contractor shall also provide an extended warranty for any such component of the Works and for the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC.31.2

GCC.31.13. Defects Liability Certificate and No-Claim 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 twenty-eight (28) days. A No-Claim Certificate should be furnished by the Contractor for contract closure before the issuance of the final Defects Liability Certificate by the Purchaser. Such No-claim certificate shall be furnished by the Contractor as per Annexure: 12 of Section VIIB. The Contractor is expected to complete all formalities for closure of Contract including their final claims relating to the Contract. All claims will be deemed to be settled and no further claims of the

Contractor will be entertained after the furnishing of the No-Claim Certificate by the Contractor.

GCC.32. Limitations of Liability

GCC.32.1. Liability after Expiry of Defects Liability Period

Except in case of gross negligence or willful misconduct

a. The Contractor shall have no liability to the Purchaser for any loss of or damage to the Purchaser's physical property which occurs after the expiry of the Defects Liability Period unless caused by Gross Misconduct of the Contractor provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damage to the Purchaser.

b. The aggregated liability of the Contractor to the Purchaser under the Contract shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the Contractor to the cost of repairing or replacing the defective Equipment/ Materials or to indemnify the Purchaser with respect to patent infringement

GCC.32.2. Mitigation of Loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

G. Risk Distribution

GCC.33. Transfer of Ownership

GCC.33.1. Ownership of the Equipment/Materials (including spare parts) procured from within/outside the country shall be transferred to the Purchaser when the Equipment/Materials (including spare parts) are loaded on to the mode of transport to be used to convey the Equipment/Materials (including spare parts) from the works to the Site and upon endorsement of the despatch documents in favour of the Purchaser.

GCC.33.2. Ownership of the Contractor’s Equipment used by the Contractor and its Sub-Contractors in connection with the Contract shall remain with the Contractor or its Sub-contractors.

GCC.33.3. Ownership of any Equipment/Materials in excess of the requirements for the Works shall revert to the Contractor upon Completion of the Works or at such earlier time when the Purchaser and the Contractor agree that the Equipment/Materials in question are no longer required for the Works, provided quantity of any Equipment/Materials specifically stipulated in the Contract shall be the property of the Purchaser whether or not incorporated in the Works.

GCC.33.4. Notwithstanding the transfer of ownership of the Equipment/Materials, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC.35 hereof until Completion of the Works or the part thereof in which such Equipment/Materials are incorporated.

GCC.33.5. In case of two/three Contracts entered into between the Purchaser and the Contractor as per GCC.4.5 or where the Purchaser hands over his equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the Equipment through Bill of Lading or other despatch documents, execute an Indemnity Bond in favour of the Purchaser for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract. The Indemnity Bond shall be furnished as per proforma enclosed in Annexure: 9 of Section VIIB. The Purchaser shall also issue a separate Authorisation Letter to the Contractor to enable him to take physical delivery of Equipment/ Materials from the Purchaser as per proforma enclosed in Annexure: 10 of Section VIIB.

GCC.34. Risk and Responsibility

GCC.34.1. Allocation of Risk and Responsibility

The Risks of loss of damage to physical property and of death and personal injury which arise in consequence of the performance of the Contract shall be allocated between the Purchaser and the Contractor as follows

a. the Purchaser: the Purchaser's Risks as specified in GCC.34.2
b. the Contractor :the Contractor's Risks as specified in GCC.34.3

GCC.34.2. Purchaser's Risks

a. War and hostilities (whether war be declared or not), invasion, act of foreign enemies,

b. revolution, insurrection, military or usurped power or civil war,

c. use or occupation of the Works or any part thereof by the Purchaser,

d. the use or occupation of the Site or any part thereof, for the purposes of the Contract, or interference, whether temporary or permanent with any right-of-way, any easement, way leave or right of a similar nature which is inevitable result of the construction of the Works in accordance with the Contract.

e. the right of the Purchaser to construct the Works or any part thereof on, over, under, in or through any land,

f. damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract,

g. the act, neglect or commission or breach of Contract or of statutory duty of the Purchaser

GCC.34.3. Contractor's Risks
The Contractor's Risks are all risks other than those identified as the Purchaser's Risks.

GCC.35. Care of Works

GCC.35.1. Contractor's Responsibility for the care of Works

The Contractor shall be responsible for the care of Works from the Commencement Date until the Risk Transfer Date applicable thereto under GCC.35.2

GCC.35.2. Risk Transfer Date

The Risk Transfer Date in relation to the Works is the date of occurrence of any of the following

a. the date of issue of the TOC, or

b. the date of expiry of the notice of termination when the Contract is terminated by the Purchaser or the Contractor in accordance with these Conditions

The risk of loss or damage to the Works shall pass from the Contractor to the Purchaser on the Risk Transfer date applicable thereto.

GCC.35.3. Making Good Damage

GCC.35.3.1. 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 GCC.6

GCC.35.3.2. After risk transfer date
To making good forthwith loss or damage caused by the Contractor prior to the completion of the Defects Liability period

GCC.35.4. Till such time the system is not commissioned at specified voltage or taken over by WBSETCL, its custody and watch and ward shall remain with Contractor who shall accordingly be required to maintain a skeleton establishment at Site. In such situation, charges towards insurance cover for both Contractor as well as Purchaser supplied Equipment /Material for the

period that would lapse between three (3) months after the readiness for Commissioning and the actual date of Commissioning/ taking over, shall be reimbursed to the Contractor, based on his request, against documentary evidence

GCC.36. Damage to property and injury to persons, accident or injury to workers

GCC.36.1. Contractor's liability

Except as provided under GCC.39 the Contractor shall be liable for and shall indemnify the Purchaser against all losses, expenses and claims in respect of any loss of or damage to physical property (other than Works), death or personal injury to the extent caused by :

a. defective design, 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

GCC.36.2. Purchaser's liability
The Purchaser shall be liable for and shall indemnify the Contractor against all losses, expenses or claims in respect of loss of or damage to any physical property (other than Works) to the extent caused by those of the Purchaser's Risks listed in GCC.34.2 but not otherwise.

GCC.36.3. 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.

GCC.37. Insurance

GCC.37.1. The Contractor at his own cost shall arrange, secure and maintain all insurances as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Purchaser against all perils detailed herein in the type and up to the limit of such insurance as defined herein together with the underwriter in each 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

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

GCC.37.2. The proceeds of insurance shall be reimbursed to the Contractor after the replacement of the damaged/ lost/ short supplied items/ work are made good to the satisfaction of the Purchaser.

GCC.37.3. Any loss or damage to the Equipment/ Materials during transportation, handling, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the Equipment/ Materials, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Purchaser with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Contractor shall also inform the Purchaser in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revitalization, renewal etc. as may be necessary well in time at his cost, risk and responsibility.

GCC.37.4. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, terrorist attacks, war risks etc. The scope of such insurance shall be adequate to cover the replacement/ reinstatement cost of the Equipment/Materials for all risks up to and including delivery of goods on ex-works basis and shall also cover transportation and other costs till the Equipment/ Materials are delivered, erected and installed. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all Equipment/Materials and to ensure their availability as per project requirements at its cost.

GCC.37.5. The Contractor shall ensure that for all activities to be performed under the Contract viz. transportation, storage, erection, testing, commissioning etc. till the Works are handed over to the Purchaser; the insurance cover shall only be taken from Indian Insurance Companies.

GCC.38. 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 and shall also not be applicable on the bought out items despatched directly by Sub-contractor(s) to Site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Appendix 2 to the Contract Agreement.

GCC.39. Force Majeure

GCC.39.1. Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays the Purchaser or the Contractor in the performance of their obligation under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

a. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or

b. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo;

c. any event or circumstance of a nature analogous to any of the above.

GCC.39.2. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

a. constitute a default or breach of the Contract

b. subject to GCC.40.2, give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure

GCC.39.3. The Contractor or Purchaser shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred above

GCC.39.4. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the

circumstances thereof within fifteen (15) days after the occurrence of such event.

GCC.39.5. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC.42.

GCC.39.6. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to proceed as per the provisions under GCC.39.7.

GCC.39.7. If the performance of the Contract is substantially prevented, hindered or delayed on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC.6.

GCC.40. War risks

GCC.40.1. War risks shall mean any of the following events occurring or existing in or near India:

a. war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war

b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and

c. any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war

GCC.40.2. Notwithstanding anything contained in the Contract, each party to the Contract shall bear its own costs for any loss or damages as may be incurred on accounts of war risks with respect to:

a. destruction of or damage to Works or any part thereof to the extent not taken over by the Purchaser shall be the Contractor's risk and for those taken over by the Purchaser, it shall be the Purchaser's risk.

b. injury or loss of life of its personnel

H. Change in Contract elements

GCC.41. Variations

GCC.41.1. Changes originating from Purchaser

The Purchaser may, by variation order to the Contractor, at any time before the Works are taken over, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works. The Contractor shall not vary or alter any of the Works, except in accordance with a variation order from the Purchaser. The Contractor may, however, at any time propose variations of the Works to the Purchaser.

The Contractor shall not request for extension of time for completion in case of variation of quantity during execution for an increase as specified in SCC.

GCC.41.2. Variation order procedure

Prior to any variation order under GCC.41.1, the Purchaser shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Purchaser:

a. A description of Works, if any, to be performed, its anticipated quantity, the proposed rate in case of a new item and total adjustment to the Contract Price. In case of items for which the rates are available in the Contract the extra quantities shall be executed by the Contractor at the same rates upto the variation limit provided in the Contract.

b. The Contractor's proposals for any necessary modifications to the Program according to GCC.20 or to any of the Contractor's obligations under the Contract,

GCC.41.3. Following the receipt of the Contractor's submission, the Purchaser shall, after due consultation with the Contractor, decide whether or not the variation shall be carried out.

GCC.41.3.1. If the Purchaser decides that the variation shall be carried out, he shall issue a variation order clearly identified as such in accordance with the Contractor's submission or as modified by mutual agreement.

GCC.41.3.2. Pending issue of variation order, the Purchaser may require the Contractor to proceed ahead with the Works to avoid delay in the progress of Works. In such situations, subject to physical verification, payment shall be made up to sixty percent (60%) of rates as provided in the Contract, for items for which separate rates are available beyond prescribed limit of quantity variation as per the Contract.

GCC.41.3.3. In case of new items/ substituted items, up to forty (40%) of amount estimated by the Purchaser shall be paid to the Contractor subject to reasonableness of the claim. If the Purchaser and the Contractor are unable to agree to the adjustment of the Contract Price, the provisions of GCC.41.4 shall apply.

GCC.41.4. Disagreement on adjustment of the Contract Price

GCC.41.4.1. If the Contractor and the Purchaser are unable to agree on the adjustment of the Contract price, the adjustment shall be determined in accordance with the rates specified in the Price Schedules, subject to ceiling in Contract Price variation as specified in SCC.

GCC.41.4.2. If the rates contained in the Price Schedules are not directly applicable to the specific Works in question, suitable rates shall be established by the Purchaser reflecting the level of pricing in the Price Schedules.

GCC.41.4.3. Where rates are not contained in the said Price Schedule, for the sake of reaching a reasonable rate in respect of any sort of erection work, the number of skilled, semi-skilled and unskilled labour and minimum wage rate declared by the Govt. of West Bengal and/or the rates specified on the latest PWD/CPWD Schedule, overhead, profit and consumables shall be the basis for determination of reasonable rate.

GCC.41.4.4. For any supply item, reasonable rates shall be reached based on current purchase rate of identical equipment purchased by WBSETCL. 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.

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

GCC.41.5. Contractor to Proceed

On receipt of a variation order, the Contractor shall forthwith proceed to carry out the variation and be bound to these conditions in so doing as if such variation was stated in the Contract. The Works shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under GCC.41.4.

GCC.41.6. Records of costs

In any case where the Contractor is instructed to proceed with a variation prior to the determination of the adjustment to the Contract Price, keeping in mind that the adjustment of Contract Price due to this variation shall be guided by GCC.41.4, the Contractor shall keep the necessary records of the cost of undertaking the variation and of time expended thereon. Such records shall be open to inspection/ verification by the Purchaser at all reasonable times.

GCC.41.7. Quantity variation

WBSETCL, during execution of the Contract, reserves the right to increase or decrease the quantity of goods and services for the items included in the

Contract with variation of the total Contract Price as specified in SCC but without any change in unit price or other terms and conditions. The quantity of the individual items of goods and services may however vary up to any extent within the overall ceiling limit of the Contract Price.

GCC.42. Extension of Time for Completion

GCC.42.1. Delivery and installation of Equipment/Materials as per requirement of work Program shall be made by the Contractor in accordance with Time Schedule pursuant to the SCC or within such extended time to which the Contractor shall be entitled under GCC.42.2.

GCC.42.2. Reasons for Extension of Time for Completion

The Contractor may seek an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following reasons:

a. extra or additional work ordered in writing under GCC.41

b. the delay in completion of Works caused for no fault on the part of the Contractor due to orders/instructions issued by the Purchaser

c. Force Majeure as per GCC.39

d. any default or breach of the Contract by the Purchaser, specifically including failure to supply the items listed in Appendix 5 to the Contract Agreement, or any activity, act or omission of any other Contractors employed by the Purchaser

e. any changes in laws and regulations as provided in GCC.38

f. any other matter specifically mentioned in the Contract

GCC.42.3. The Contractor shall give notice to the Purchaser of his intention to make a claim for an extension of time within fifteen (15) days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details.

GCC.42.4. The Contractor shall demonstrate to the Purchaser's satisfaction that it has used its best endeavour to avoid or overcome such causes for delay and the parties will mutually agree upon remedies to mitigate or overcome causes for such delays.

GCC.42.5. Notwithstanding the provisions of clause GCC.42.4, the Contractor shall not be entitled to an extension of time for completion, unless the Contractor, at the time when circumstances specified in GCC.42.2 arises, has immediately notified the Purchaser in writing that it may claim such extension as caused by such circumstances. The Purchaser on receipt of such notice may agree to extend the Contract completion period as may be reasonable and mutually agreed but without prejudice to other terms and conditions of the Contract.

GCC.42.6. Earlier Completion:
The Purchaser may require completion of the Works or part thereof earlier than the Time for Completion, as mutually agreed between the Purchaser and the Contractor. The earlier completion date so agreed, if not achieved, shall not be considered for the purpose of levy of Liquidated damages.

GCC.43. Termination

GCC.43.1. Termination for Purchaser's Convenience

GCC.43.1.1. The Purchaser may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this sub-clause.GCC.43.1

GCC.43.1.2. Upon receipt of the notice of termination under GCC.43.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

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 GCC.43.1.2

c. remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Sub-contractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition

d. In addition, the Contractor, subject to the payment specified in GCC.43.1.3, 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

GCC.43.1.3. In the event of termination of the Contract under GCC.43.1.1, 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 GCC.43.1.2

e. the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above

GCC.43.2. Termination for Contractor's default

GCC.43.2.1. The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this GCC.43:

a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

b. if the Contractor assigns or transfers the Contract or any right or interest therein in violation of GCC.44

c. if the Contractor, in the judgement 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 any thing of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

GCC.43.2.2. 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 GCC.20 (at rates of progress that give reasonable assurance to the Purchaser that the Contractor can attain Completion of the Works by the Time for Completion as extended.

Then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fifteen (15) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this clause GCC.43.2 .

GCC.43.2.3. Upon receipt of the notice of termination under GCC.43.1 or GCC.43.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination

a. cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition

b. terminate all subcontracts, except those to be assigned to the Purchaser pursuant to paragraph (d) of GCC.43.2.3

c. deliver to the Purchaser the parts of the Works executed by the Contractor up to the date of termination

d. to the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Works and to the Equipment/Materials as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its Sub-contractors

e. deliver to the Purchaser all drawings, Specifications and other documents prepared by the Contractor or its Sub-contractors as at the date of termination in connection with the Works

GCC.43.2.4. 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.

GCC.43.2.5. Upon completion of the Works or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

GCC.43.2.6. Subject to GCC.43.2.7 the Contractor shall be entitled to be paid the Contract Price attributable to the Works executed as at the date of termination, the value of any unused or partially used Equipment/Materials on the Site, and the costs, if any, incurred in protecting the Works and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC.43.2.3 Any sums due to the Purchaser from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

GCC.43.2.7. 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 GCC.43.2.6, plus the reasonable costs incurred by the Purchaser in completing the Works, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under GCC.43.2.6, the Contractor shall pay the balance to the Purchaser, and if such excess is less than the sums due to the Contractor under GCC.43.2.6, the Purchaser shall pay the balance to the Contractor.

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

GCC.43.2.8. No account shall be taken of any increased cost which results from the Contractor's default or negligence.

GCC.43.3. In this clause GCC.43, the expression "Works executed" shall include all work executed, Installation Services provided, any and Equipment/ Material acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Works, up to and including the date of termination.

GCC.43.4. In this clause GCC.43, in calculating any money due from the Purchaser to the Contractor, account shall be taken of any sum previously paid by the Purchaser to the Contractor under the Contract, including any advance payment paid pursuant to Appendix 1 to the Contract Agreement.

GCC.44. Assignment

The Contractor shall not, without the express prior written consent of the Purchaser assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

Section V – Special Conditions of Contract

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

Name of Package : **Construction of 02 nos 132/33 KV,50 MVA Transformer Bay and 02 nos 33 KV bays at Barjora 132 KV sub-station and 01 no 132 KV line bay at Bamunara 132 KV sub-station and allied work on Turn Key Basis.**

Document No : **CE/ (O&M) – II/TR/33/132KV BAY-BARJORA-BAMUNARA/2024-25/06, DATED 05.07.2024**

<table>
<tr><td>SCC Item No</td><td>GCC Clause Ref, If any</td><td>Data</td></tr>
<tr><td></td><td></td><td>A. Contract Interpretation</td></tr>
<tr><td>1</td><td>GCC.1.7</td><td><u>Controlling Officer:</u>
<table>
<tr><td>Sl. No.</td><td>Name of work</td><td>Controlling Officer</td><td>Mobile No.</td></tr>
<tr><td>01.</td><td>Construction of 02 NOS 132/33 KV,50 MVA Transformer Bay and two nos 33 KV Feeder Bays at Barjora 132 KV Sub Station</td><td>S.E. & Area Manager, BankuraArea Office</td><td>9434910063</td></tr>
<tr><td>02.</td><td>Construction of 01 (one) nos. 132 KV Feeder Bays at Bamunara 132 KV Sub Station and allied work on Turn Key basis</td><td>S.E. & Area Manager, Durgapur Area Office</td><td>9434910070</td></tr>
</table></td></tr>
<tr><td>2</td><td>GCC.3.1</td><td>Name of Purchaser: West Bengal State Electricity</td></tr>
</table>

		Transmission Company Ltd. Address: Chief Engineer: (O&M) – II 10th. Floor,'D' Block,Vidyut Bhavan Block-DJ, Sector-II, Salt Lake, Kolkata-700091.
3	GCC.6.1.3	Adjudicator: The name of Adjudicator will be intimated later if necessary in case of dispute. [The Adjudicator shall be appointed by MD, WBSETCL as may be agreed between both the parties]
4	GCC.6.2.4	In case two(2) arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by *President, Institution of Engineers* in case of an Indian Contractor.
5	GCC.6.2.7	The arbitration proceedings shall be conducted in accordance with *Indian Arbitration and Conciliation Act 1996*. In case the Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Purchaser and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India. The Place for Arbitration shall be : *Kolkata, India*
		B. Subject matter of Contract
6	GCC 8.3.1	Spares should be supplied as per Price Schedule.
7	GCC 8.3.2	Spares should be supplied as per Price Schedule.
8	GCC 8.3.4 To GCC 8.3.6	Spares should be supplied as per Price Schedule.

9	GCC 8.3.8	Applicable
10	GCC 8.3.10	Spares should be supplied as per Price Schedule.
11	GCC 13.1	**The rate of interest to be charged for the Mobilisation Advance to the Contractors shall be 11 %**
		E. Works Execution
12	GCC.20.3	The Contractor shall supply a progress report to the Controlling Officer as mentioned above every month, with a copy to the following officials: 1.The CE, (O&M) –II ,WBSETCL
13	GCC.20.4	Time for Completion of the Works shall be attained as per following completion schedule from the date of LoA: • ***365 days from the date of LoA***
		F. Guarantees and Liabilities
14	GCC.31.2	1. The Defects Liability period for supply of all Equipments/Materials/Structures will be **12 months** from the date of TOC. 2. The Defects Liability period for all Erection related works will be **12 months** from the date of TOC.
15	GCC.31.12	Extended warranty for component of the Works -------NIL
		H. Change in Contract Elements
16	GCC.41.1	For quantity variation up to the limits specified below, there shall be no change in the unit rates quoted in the Contract. : ± 25% (plus/minus twenty five percent) of total Contract value;
17	GCC.41.4.1	Contract Price variation allowed up to plus/ minus (+/-) twenty percent (20%)

		I. Terms of Payment:
18	GCC.12	**As per "TERMS OF PAYMENT" mentioned in Appendix 1 of Annexure.**
19	GCC.24	Valid type test certificates of materials are to be furnished by the bidder along with their bid for evaluation.
20	GCC.12	**Paying Officer: -** The AGM (F&A), Corporate Finance Department, WBSETCL, Vidyut Bhawan, Salt Lake, Kolkata-91.
21	GCC.30	**Liquidated Damage (LD):** For delay in supply of materials/supply of spares/ completion of project, LD as per the approved schedule shall be imposed on the contractor, at the rate of 0.5% per week or part thereof of delay subject to maximum of 5% of the total contract price except for spares. **The maximum limit of penalty for spares shall be ten percent (10% of corresponding value).**
22	GCC.18	**Site Engineer of the work: -** To be nominated by the Controlling Officer during execution of the work.
23	ITB.12.8	Price Adjustment is not applicable.
24	Bid submission	Bid documents as per NIT is to be uploaded.
25	Way Bills	These will be provided for all items including "Bought – out" items
26	Detailed NIT	Last date of Bid uploading and time will be as per NIT.
27	Price Bid	The tender consist of 4 (four) Price Schedules, two price schedules relating to Supply of equipment etc. and two price schedules relates to corresponding erection of equipment etc. at the said locations. Bidders are advised to offer their price for all the ten schedules. In case any of the price schedules is left blank it will be considered that the bidder shall execute the total work as per total price offered for the other price schedules taken together.
28	Technical Specification	All the Technical Specifications are available at the website of WBSETCL i.e. *www.wbsetcl.in*. The Bidders are requested to download the same

		from the aforesaid website and the same should be followed.
29	Quantity	The quantity as shown in the BoQ is a tentative one. The same may vary during actual execution and the payment will be made as per actual execution.
30	Approved Maker's List of WBSETCL	Approved Maker's List of WBSETCL are available at the website of WBSETCL i.e. *www.wbsetcl.in*. The Bidders are requested to download the same from the aforesaid website and the same should be followed.