WEST BENGAL STATE ELECTRICITYTRANSMISSIONCOMPANYLIMITED

Tender Document for

"Supply, delivery,erection, testing and commissioning of wall mounted, 5 Star, BEE Rating, Inverter type Split AC Machines havingCapacity 29 Nos X2 TR for replacement of existing AC Machine. Condenser and Evaporator unit of the stated AC Machine must be of full Copper for Control Room and PLCC Room at NT AA-I 132 KV Sub-Station under Salt Lake Area Office, WBSETCL".

NIe-T No: ACE/ KTZ /NT AA-I/Supply & Erection/AC Machine/2024-25/08, Dated: 10.07.2024

Section I – V
Notice Inviting Tender (NIT)
Instruction to Bidders (ITB)
General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
Technical Specifications

WBSETCL

OFFICE OF THE ADDITIONAL CHIEF ENGINEER,
KOLKATA TRANSMISSION ZONE
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
NEW ADMINISTRATIVE BUILDING, 3RD FLOOR
21, CHOWBAGA ROAD, PO & PS: TILJALA, KOLKATA-700039.

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

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SectionI-NOTICEINVITINGTENDER

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

OFFICE OF THE ADDITIONAL CHIEF ENGINEER
KOLKATA TRANSMISSION ZONE
NEW ADMINISTRATIVE BUILDING, 3RD FLOOR
21, CHOWBAGA ROAD, PO & PS: TILJALA,
KOLKATA-700039

NOTICE INVITING TENDERS

For

"Supply, delivery, erection, testing and commissioning of wall mounted, 5 Star, BEE Rating, Inverter type Split AC Machines having Capacity 29 Nos X 2 TR for replacement of existing AC Machine. Condenser and Evaporator unit of the stated AC Machine must be of full Copper for Control Room and PLCC Room at NT AA-I 132 KV Sub-Station under Salt Lake Area Office, WBSETCL".

[Open Domestic Competitive Bidding]

Notice Inviting e-Tender No: ACE/KTZ/NT AA-I/Supply & Erection/AC Machine/2024-25/08, Dated: 10.07.2024

WBSETCL invites e-tender (Submission of Bid through **online**) through local competitive bidding (LCB) single stage double folder bids from eligible and qualified bidders for supply & delivery, erection and commissioning in respect of the work as follows:

Interested Bidder may download the Bid documents from **10.07.2024 from 06.00 pm and Bids shall be submitted online up to 3.00 on 13.08.2024.**

1. **Brief scope of work:** The work covered under this Tender shall be but not limited to the following:

A)Supply: - Supply and delivery of all outdoor and indoor equipments with all associated accessories etc conforming to Technical Specification and approved drawings for supply & installation of 29 Nos, 2.0 TR of wall mounted, 5 Star, BEE Rating, Inverter type SplitAC Machine at Control Room and PLCC Room of NTAA-I 132 KV Sub-Station and allied work.

B) Erection: - Erection of all outdoor and indoor equipment with associated all accessories complete as per requirement for successful commissioning of the above mentioned Inverter type Split AC Machine at Control Room and PLCC Room of NT AA-I 132 KV Sub-Station and allied work as per Technical Specification and approved drawings.

i)Supply of all required materials and all other items required including tools & tackles for completion of the work by the vendor.

ii) Site cleaning including removal of all the residual material supplied by the party.

2. **Estimated Cost for the Project:Rs 20.49 Lakh (Rupees Twenty lakh and Forty Nine thousand only)excluding GST.**

3. **WBSETCL** intends to finance this Project.

In the event of e-filling, intending bidder may download the tender documents from the website https://etender.wb.nic.inor https://wbtenders.gov.indirectly with the help of Digital Signature Certificate. Necessary cost of Bid Security as mentioned above may be remitted through in the form of a Demand Draft/ Pay order/ Banker's Cheque payable at Kolkata drawn in favour of "**KOLKATA TRANSMISSION ZONE WBSETCL**" from any scheduled commercial bank and also to be documented through e-filling or a **Bank Guarantee** from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of bid opening date with a further claim period of thirty (30) days. The original Demand Draft / Pay Order against Bid Security (in the form of Bank Guarantee) (As per Annexure-3a) [As Statutory Document] should be submitted physically (offline) in the **"Tender Box"** to the Office of the Additional Chief Engineer, Kolkata Transmission Zone, WBSETCL, New Administrative Building 3rd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039, **14.08.2024 up to 01.00 pm under sealed cover containing name of the work, NIT No along with the communication address of the bidder** on or before the scheduled date & time as specified above.

4.Technical Specification: Detailed 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:

Bidding Document No	**:**	**NIe-T: ACE/KTZ/NT AA-I/ Supply & Erection/AC Machine /2024-25/08, Dated: 10.07.2024**
Name of work	**:**	**"Supply, delivery, erection, testing and commissioning of wall mounted, 5 Star, BEE Rating, Inverter type Split AC Machines having Capacity 29 Nos X 2 TR for replacement of existing ACMachine. Condenser and Evaporator unit of the stated AC Machine must be of full Copper for Control Room and PLCC Room at NT AA-I 132 KV Sub-Station under Salt Lake Area Office, WBSETCL".**
Estimated Amount	**:**	**Rs 20,48,500.00** **INR Rupees Twenty lakh FortyEightthousand and Five hundred only**
Date of uploading of NIT & other Documents (online) (Publishing Date)	**:**	**10.07.2024**
Documents download start date (Online)	**:**	**10.07.2024 at 06.00 pm**
Last Date of uploading of Pre-Bid Quarries **(online)**	**:**	**18.07.2024 at 3.00 pm**
Pre-Bid Meeting (**Offline**)	**:**	**23.07.2024 at 3.00 pm**
Bid Submission start date (**On line**)		**25.07.2024 from 09.00 am**
Bid Submission closing (**On line**)	**:**	**13.08.2024 3:00 pm**
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	**:**	**14.08.2024 upto 01.00 pm**

e-tendering in sealed envelope.		
Opening of Techno-Commercial bid (**Online**)	**:**	**16.08.2024 from 3:00 pm**
Opening of Price Bid	**:**	The Bidders shall be informed of the date & tome of the opening of the Price Bid at the later stage after Techno-Commercial evaluation
Bid validity	**:**	90 days from the next date of bid opening.
Completion time of the work and services	**:**	**03 (Three)** months from the date of placement of LoA.
EMD	**:**	**Rs 20,500.00 (Rupees Twenty thousand Five hundred only)**

5.In the event of e-filling, intending bidder may download the tender documents from the website https://etender.wb.nic.inor https://wbtenders.gov.indirectly with the help of Digital Signature Certificate. Necessary cost of Bid Security as mentioned above may be remitted through in the form of a Demand Draft/ Pay order/ Banker's Cheque payable at Kolkata drawn in favour of "**KOLKATA TRANSMISSION ZONE WBSETCL**" from any scheduled commercial bank and also to be documented through e-filling or a **Bank Guarantee** from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of bid opening date with a further claim period of thirty (30) days. The original Demand Draft / Pay Order against Bid Security (in the form of Bank Guarantee) (As per Annexure-3a) [As Statutory Document] should be submitted physically (offline) in the **"Tender Box"** to the Office of the Additional Chief Engineer, Kolkata Transmission Zone, WBSETCL, New Administrative Building 3rd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039, **14.08.2024 up to 01.00 pm under sealed cover containing name of the work, NIT No along with the communication address of the bidder** on or before the scheduled date & time as specified above.

6. 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 or documents uploaded by the bidders.

7. All bids must be accompanied by bid security for an amount of **Rs 20,500.00 (Rupees Twenty thousand Five hundred 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 20,500.00 (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 Additional Chief Engineer, Kolkata Transmission Zone, WBSETCL, New Administrative Building 3rd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039.

OR

iii) All bids must be supported by **Bid Security (EMD)** for an amount of **Rs 20,500.00** [Rupees Twenty thousand Five hundred only] in the form of Demand Draft/Pay Order/ Banker's Cheque drawn in favour of **"KOLKATA TRANSMISSION ZONE WBSETCL",** payable at Kolkata, from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of bid opening date with a further claim period of thirty (30) days. Bidders must submit the **Bid security physically within the stipulated date as above at the office of the Additional Chief Engineer, KolkataTransmission Zone, WBSETCL, New Administrative Building 3rd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039 in** the **"Tender Box"** within the date as specified above and to be documented along with the bid and submitted online. 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 and cost of bidding document of inadequate value shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive.

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

SBI

C N ROY ROAD, 1C/2 CHOWBAGA ROAD, KOLKATA 700039
ACCOUNT NO: 34816172143
IFSC CODE SBIN0014517.

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 Netbanking 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.

OR

- **Refund/Settlement of EMD Amount as per the previous procedure.**

8. 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 and cost of bidding document of inadequate value shall be rejected by the WBSETCL and in such cases bids shall be considered as non responsive.

9. Qualifying Requirements 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) Technical qualifying requirement:

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

a) The bidder may be an original manufacturer/ an authorized dealer/supplier/sole selling agent/Indian subsidiary of a foreign manufacturer.

b) The original manufacturer may bid through a dealer, supplier, sole selling agent in India or Indian subsidiary, and for that an authorization letter from such original manufacturer/Valid Dealership certificate needs to be furnished by the bidder.

OR

A dealer, supplier, sole selling agent in India or Indian subsidiary may also bid directly and for that an authorization letter from such original manufacturer/Valid Dealership certificate needs to be furnished by the bidder.

c) The Bidder must have supplied, erected, tested and commissioned of **Inverter type Split AC Machine** or similar nature of job, value not less than **Rs 12.29 Lakh** excluding taxes in the preceding 5 (Five) financial years under Central/State Government or reputed power utilities of PSUs as on date of NIT.

d) The bidder must have supplied, erected, tested and commissioned the equipment of same type and model to any Govt. Utility/ Govt. Power Sector/ Reputed Power Utility /PSU in last three

years.

e) The bidder must have proven test reports of the offered equipment as per relevant IS/IEC from any Govt. Accredited Testing Laboratory.

f) The bidder must have repairing centers in **WEST BENGAL** for complete restoration of defects of the offered equipment.

g) The bidder must have to submit performance certificate of the equipment of same type and model from any Govt. Utility/ Govt. Power Sector/ Reputed Power Utility/ PSU for trouble free operation for three years.

The above information is to be supported by certificate stating successful completion and satisfactory performance certificate of the material supplied.

B) Financial Capability:

Financial QR for the tender are as follows:

Net Worth:	Net Worth should be positive.
Liquid Asset:	**Rs 5.12 lakh** Bidder should have liquid assets **(LA)** and/or evidence of access to or availability of credit facilities of equivalent amount.
MAAT:	**Rs 30.74 Lakh**

Note: 1) MAAT: Minimum average annual turnover for **the best 3 (three) years** out of **the last 5 (five**) financial years.

2)'Liquid Asset' shall be as per the last audited accounts available.

10. The bidder shall furnish, as part of his bid, scanned copies of documents to be uploaded for establishing the bidder's qualifications. In particular, the following documents need to be uploaded by the bidder:

a. List of contracts for similar Works and services executed in the past three years with copies of LOAs and execution status of each contract supported by client's certificate.
b. Audited Annual Accounts of the company for the **last three (3) years** (in case of companies)

or

IT Return duly acknowledged by the tax department for the **last three (3) years** (in case of bidders other than companies)

c. **Copies of Professional Tax Clearance Certificate, E.S.I and E.P.F registration numbers, PAN and/or TAN Card, Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.**

11. In addition to above, the bidder shall also be required to meet the eligibility conditions and submit a declaration as per Annexure: 5 of Section VI-A of the bidding documents

12. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to execute the Works and Services

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

14. Completion period for the project is 3 (Three) months from the date of placement of LOA.

15. The e-Tender consists of 03 (Three) Price Schedules, one price schedule relating to supply of equipment and materials etc, second price schedule relates to corresponding erection of materials/ equipment etc and other price schedule relates to **Buy back of the age old & defective Split type AC Machines** at the said location. **Bidders are advised to offer their best price for all three Pricesschedules. 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 schedule taken together.**

16. Address for seeking any clarifications on the bid documents:

OFFICE OF THE ADDITIONAL CHIEF ENGINEER
KOLKATA TRANSMISSION ZONE
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
NEW ADMINISTRATIVE BUILDING 3RD FLOOR,
21, CHOWBAGA ROAD,PO & PS: TILJALA, KOLKATA-700039

EMAIL: tr1.wbsetcl@gmail.com || **PHONE NUMBER**: (033) 2442-7015

17. Detailed NIT and bidding documents are also available on WBSETCL website (www.wbsetcl.in) and can be downloaded from the website for bidders' information. Bid submission should however be made on the bid documents purchased from WBSETCL and as amended from time to time.

18.Controlling Officer: The Controlling Officer will be SE & Area Manager, Saltlake Area Office, WBSETCL.

19.Consignee Officer: The AE (E), NTAA-I 132 KV Sub-Station, WBSETCL

20.Paying Officer: The Paying Authority shall be the Manager (F & A), Saltlake Area Office, WBSETCL.

GENERALGUIDANCEFORE-TENDERING:

A. Instructions/Guidelinesforelectronicsubmissionofthetendershavebeenannexedfor assisting thecontractors toparticipateine-Tendering.

i. RegistrationofContractor:

Any contractor willing to take part in the process of e-Tendering will have to beenrolled&registeredwiththeGovernmente-ProcurementSystem,throughloggingon to https://etender.wb.nic.inor wbtenders.gov.in. The contractor is to click on thelinkfor e-Tenderingsiteas givenonthe web portal.

ii. DigitalSignaturecertificate(DSC):

EachcontractorisrequiredtoobtainaClass-IIorClass-IIIDigitalSignatureCertificate (DSC) for submission of tenders from the approved service provider of theNationalInformaticsCentre(NIC)onpaymentofrequisiteamount.Detailsareavailable at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

iii. CollectionofTenderDocuments:

The contractor can search & download N.I.T. & Tender Document(s) electronicallyfrom computer once he logs on to the website mentioned in Clause A.1. using theDigitalSignatureCertificate.Thisistheonlymodeofcollectionof TenderDocuments.

B. SubmissionofTenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in twofolders at a time for each work, one in Technical Proposal & the other is FinancialProposal before the prescribed date &time using the Digital Signature Certificate(DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed.Thedocuments will getencrypted (transformed intonon readableformats).

SubmissionofonesetofHardcopy:

- **Bidders must submit the "Cost of Bidding document (original) &BidSecurity(ORIGINAL+2COPIES)"togetherinonesealedenvelope.**
- **OriginalPowerofAttorney,OriginalAffidavitregardingEligibility,OriginalJoi ntdeedofundertakingandlegallyenforceable document (if any) must be submitted in a separatesealedenvelopeclearlystating thecontents oftheseenvelope.**
- **Thesetwoseparatesealedenvelopesmustagainbeenclosedinonesealedenvelopec learlystatingthepackagenameanditscontents.**
- **N.B. Bidders are required to submit only the above mentioneddocuments in original in hard copy and no other documents shallbe submitted. Submission of any other document shall not beaccepted. Biddersare not required to submit anyhard copyoftheTechnical bid/Price/FinancialBid(BOQ)also.**

B.1 TechnicalProposal:

TheTechnicalproposalshouldcontainscannedcopiesofthefollowingintwocovers(folders).

B.1.1 StatutoryCover containingthefollowingdocuments:

a) DemandDraft/BankersCheque/BankGuaranteetowardscostoftenderdocumentsasprescribed in theN.I.T.

b) DemandDraft/BankersCheque/BankGuaranteetowardsBidSecurity(EMD)asprescribed in theN.I.T.

c) Scannedcopyoftheforms/formatsunderSectionVIIA(providedseparately)oftheTenderDocument dulyfilled up and uploaded comprisingof thefollowing:

1. BidForm(withourPrice)

2. Powerof AttorneyinfavourofSignatoryof theBid

3. QualificationCriteria

4. LitigationHistory

5. Affidavitregardingeligibility

6. TechnicalcomplianceForm

7. DetailsofSub-contractorof allitemsofsupply

8. ListofErectionToolsandEquipments

9. Detailsof bought-outitemstobedirectlydespatchedbySub-contractorstosite

10. QualityAssuranceProgramme

11. Milestonescheduleforkeyactivities

12. Transformer/ReactorLossFigures (ifapplicable).

13. Declaration: (i) Unconditional Acceptance of Tendered Price schedule (ii)ApprovedMakersListof WBSETCL.

The rate shall be quoted in the BOQ only. Quoted rate will be encrypted in the BOQunder Financial Bid. **In case quoting of rate anywhere else in the Bid document shall beliableforrejection ofthe bid summarily**.

B.1.2.Non-statutoryCovercontainingthefollowingdocuments:

a. FinancialDocuments:
   - **(i) RegistrationCertificate(FormGSTREG-06)issuedunderGoodsandServicesTax Laws**(acopyofcertificate of registration tobe enclosed)
   - **(ii)** TANNo:(a copyof certificate to beenclosed)
   - **(iii)** PANNo(acopyofcertificate to beenclosed)
   - **(iv)** PFAccount No(acopyofcertificate to beenclosed)

b) RegistrationCertificateunderCompanyAct.(if any).

c) RegisteredDeedofpartnershipFirm/ArticleofAssociation&Memorandum.

d) TaxAuditedReportalongwithBalanceSheet&Profit&LossA/c.forthelast5(*five*)years(yearjustprecedingthe currentFinancial Yearwillbeconsideredasyear–I).

e) Listofmachineriespossessedbyown/arrangedthroughleaseholdagreementalongwithauthenticatedcopyof invoice, challan&waybill.

f) ListofTechnical staffsalongwithstructure&organization.

g) Similarnatureofworkdone&completioncertificatewhichisapplicableforeligibilityinthistender.
Viz.ListofWorkorderreferenceswithexecutionstatusofsimilarWorksinthepast;CopiesofUn-pricedWorkOrders/LettersofAwardandcorrespondingdeliveryChallans /StoresReceiptVouchers/ExciseDutyInvoice,Client'sCertificate,etc.,i.e.proofofexecutionof PurchaseOrder/ Works;

N.B.: Failure ofsubmissionofany ofthe above mentioned documentsas statedabove will render the bidder liable to be rejected for both statutory & non statutorycover.

C. THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTSSHOULDBE ARRANGED INTHE FOLLOWINGMANNER

ClickthecheckboxesbesidethenecessarydocumentsintheMyDocumentlistandthenclick the tab "Submit Non-Statutory Documents' to send the selected documents to non-statutoryfolder.
Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder touploadtheTechnical Documents.

MyDocumentFormatofWestBengalStateElectricityTransmissionCompanyLtd:

Sl No	CategoryName	SubCategoryDescription	Details	Remarks
A	**CERTIFICATES**	CERTIFICATES	(i) **GoodsandServicesTaxregistrationNo**(a copy of certificateofregistrationto beenclosed) (ii) TANNo:(acopyofcertificatetobeenclosed) (iii)PANNo(acopyofcertificate tobeenclosed) (iv) PFAccountNo(acopy of certificate tobeenclosed)	
B	**COMPANYDETAILS**	COMPANYDETAILS1	INCORPORATIONCERTIFICATE,MEMORANDUM OFASSCIATION /ARTICLEOF ASSOCIATION,TRADELICENCE.	
C	**CREDENTIAL**	CREDENTIAL1	SIMILARNATUREOFWORK DONE &COMPLETIONCERTIFICATE WHICHIS APPLICABLE FORELIGIBILITY INTHIS TENDER(**tomeettheQR**). List of Workorder/LetterofAwardreferences withexecutionstatusofsimilarpurchases/	

		CREDENTIAL2	Worksinthepast;CopiesofUn-pricedWorkOrders/LettersofAward. IntheCREDENTIAL2 folder, Bidders mustsubmit the corresponding deliveryChallans / StoresReceiptVouchers/**Tax**Invoice,Client'sCertificateforCompletion/Performance etc., i.e.proofofexecutionofPurchase Order/WorkOrder/Works/LettersofAward	
D	**EQUIPMENT**	MACHINERIES1 MACHINERIES2 MACHINERIES3 MACHINERIES4 MACHINERIES 5LABORATORY	1. AUTHENTICATEDCOPY OF **TAX**INVOICE, CHALLAN&**E-**WAYBILL(MACHINERY). 2. AUTHENTICATEDCOPYOF**TAX**INVOICE,CHALLAN(LABORATORY).	**Bidders tosubmitdocumentsin supportofForm9–List of erectiontools andequipmentof SectionVIIA–Bid Form)**
E	**FINANCIALINFO**	WORKINHAND		**Documents in supportofForm4E: PresentOrder Bookposition ofSection VIIA – BidForm)**

		PAYMENTCERTIFICATE1 PAYMENTCERTIFICATE2	ONLY PAYMENTCERTIFIACTENOTTHETDSCERTIFICATE. BANKER'SCERTIFICATE, SOLVENCYCERTIFICATE AND OTHERRELEVANT DOCUMENTS.	
		P/L AND BALANCE SHEET2023-24	PROFIT & LOSS ANDBALANCE SHEET (WITHANNEXURE AND 3CDFORM IN CASE OF TAXAUDIT)	
		P/L AND BALANCE SHEET2022-23	PROFIT & LOSS ANDBALANCE SHEET (WITHANNEXURE AND 3CDFORM IN CASE OF TAXAUDIT)	
		P/L AND BALANCE SHEET2021-2022	PROFIT & LOSS ANDBALANCE SHEET (WITHANNEXURE AND 3CDFORM IN CASE OF TAXAUDIT)	
		P/L AND BALANCE SHEET2020-2021	PROFIT & LOSS ANDBALANCE SHEET (WITHANNEXURE AND 3CDFORM IN CASE OF TAXAUDIT)	
		P/L AND BALANCE SHEET2019-2020	PROFIT & LOSS ANDBALANCE SHEET (WITHANNEXURE AND 3CDFORM IN CASE OF TAXAUDIT)	
F	**MANPOWER**	TECHNICALPERSONNEL	LIST OF TECHNICALSTAFFS ALONG WITHSTRUCTURE &ORGANIZATION (AS PERNIT).	**Documentsin supportof Form4F: PresentOrder Bookposition ofSection VIIA – BidForm)**

		TECHNICAL PERSONNELONCO NTRACT	LIST OF TECHNICALSTAFFS ALONG WITHSTRUCTURE &ORGANIZATION (AS PERNIT).	

NOTE: BLACK & WHITE
SCNMULTIPAGE
SCANDPI MAX200-300

D. TenderEvaluationCommittee(TEC)–DulyconstitutedTenderEvaluationCommitteeof WBSETCL

E. Opening&evaluationof tender:
F. Openingof TechnicalProposal:

TechnicalproposalswillbeopenedbytheTenderEvaluationCommitteeelectronicallyfromthewebsiteusingtheir Digital SignatureCertificate (DSC).
G. Intendingbidders mayremain presentif theysodesire.
H. Cover (folder) for Statutory Documents will be opened first and if found in order, cover(folder)forNon-StatutoryDocumentswillbeopened.Ifthereisanydeficiency intheStatutoryDocuments thetender will summarilyberejected.

I. Decrypted (transformed into readable formats) documents of the non-statutory cover willbedownloaded&handed over to theTender Evaluation Committee.

J. Summarylist of technicallyqualified bidders willbe uploaded online.
K. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list ofeligiblebidderswill beconsidered and uploaded inthe 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 alreadysubmitted & if these are not produced within the stipulated time frame, their proposals will beliablefor rejection.

M. FinancialProposal

1. The financial proposal should contain the following documents in one cover (folder) i.e.BillofQuantities(BOQ).TheBidderistoquotetherateonlinethroughcomputerinthespacemarked for quoting rate in theBOQ.

2. Only downloaded copies of the above documents are to be uploaded virus scanned &DigitallySigned bythecontractor.

a. Financial capacity of a bidder will be judged on the basis of information furnished inSection-B.
b. Penaltyforsuppression/distortionoffacts:

N. If any bidder fails to produce the original hard copies of the documents like CompletionCertificates and any other documents on demand of the Tender Evaluation Committee
withinaspecifiedtimeframeorifanydeviationisdetectedinthehardcopiesfromtheuploadedsoft copies, it may be treated as submission of false documents by the bidder and action maybereferred to theappropriateauthorityforprosecution as perrelevantIT Act.

O. RejectionofBid:

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

P. AwardofContract

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & AcceptingAuthoritythrough acceptanceletter /Letter of Acceptance.

Thenotificationofaward willconstitutetheformationof theContract.

The Agreement in format provided in Section VII-B will incorporate all agreements betweentheTenderAcceptingAuthorityandthesuccessfulbidder.Allthetenderdocumentsincludin gNIT&BOQwillbethepartofthecontractdocuments.AfterreceiptofLetterofAcceptance,thesucce ssfulbiddershallhavetosubmitrequisitecopiesofcontractdocuments.

Additional ChiefEngineer, Kolkata transmission Zone
WestBengalStateElectricityTransmissionCompanyLimited

SectionII-INSTRUCTIONTOBIDDERS

A. Introduction

ITB.1. SourceofFunds

WestBengal StateElectricity Transmission Company Limited(hereinafterreferred to as **WBSETCL** or "Purchaser") intends to finance the procurementcovered under these bidding documents from the source as mentioned in BidDataSheet (BDS).

ITB.2. Brief Scopeofwork

Thescopeofworkshallbeonthebasisofsinglesourceresponsibility,completely covering all the Equipment/Material specified under the TechnicalSpecifications.It will include thefollowing:

a. DetaileddesignoftheEquipment/Materials.

b. Completemanufactureincludingshoptesting.

c. Providingengineeringdrawing,data,operationalmanual,etcforthePurchaser'sapproval.

d. Packing,forwarding,transportationandinsuranceofEquipment/Materialfromthe manufacturer'sworks to theSite.

e. Receipt,storage,preservation,insuranceandconservationofEquipment/Materialat theSite.

f. Reliabilitytests,performanceandguaranteetests,whereverapplicable, oncompletionofcommissioning.

g. Erection,testing,commissioningandinsuranceofalltheEquipments/Materials.

ITB.3. QualifyingRequirements

ITB.3.1. Thebiddershall provide evidencethathe

ITB.3.1.1.isamanufacturer/supplier/turnkeyContractor,whoregularlymanufactures/supplies/undertakesinstallationandcommissioningoftheEquipment/ Materials of the type specified and/or undertakes the type of workspecifiedandhasadequatetechnicalknowledgeandrelevantexperienceforthe works covered in the bidding documents;

□***Any Bidder from a country which shares a land border with Indio will beeligible to bid only if the Bidder is registered withthe Competent Authorityasperorderno.F.No.6/18/2019-PPD(OrderPublicProcurementno.1)dated23/07/2020andF.No.6/18/2019-PPD(OrderPublicProcurementno.2)dated23/07/2020,issuedbyPublicProcurementDivision,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 timeofplacementofLetterofAward.However,theaforesaidconditionforregistration of Bidders from countries (even if sharing land border withIndia)shallnotbeapplicabletoBiddersfromsuchcountriestowhichGovernment of India has extended lines of credit or in which Government ofIndiais engaged indevelopment projects.

ITB.3.1.2. Has adequate financial capability to meet the financial obligations in relationto the Works covered in the bidding documents [The Bidders should submitone(1)copyoftheirProfit&LossaccountandBalancesheetforthelastfive (5) years]

ITB.3.1.3.has adequate design, manufacturing and/or fabrication capability and capacityavailabletoperformtheworkproperly andexpeditiously withinthetimeperiodspecified.Theevidenceshallspecificallycover,withwrittendetails,theinstalledmanufacturingand/orfabricationcapacitiesandpresentcommitments (excluding those anticipated under these bidding documents). Ifthe present commitments are such that the installed capacity results in aninadequacyofmanufacturingand/orfabricationcapacitiestomeettherequirements appropriate to the works covered in his bid, then the details ofalternativearrangementstobeorganizedbythebidderand/orhiscollaborator/associate for this purpose and which shall meet the Purchaser'sapproval,shall also befurnished

ITB.3.1.4.has an adequate project management organization covering the areas related toengineeringofEquipment/Materials,interfaceengineering,procurementofequipmentsandthenecessaryfieldservicesrequiredforsuccessfulconstruction, testing and commissioning of all the Works covered in the scopeofwork for this packageand as required bythebiddingdocuments

ITB.3.1.5.hasestablishedqualityassurancesystemsandorganizationdesignedtoachieve high levels of system reliability, both during his manufacturing and/orfabricationand field installation activities

ITB.3.2. In addition to the requirements stipulated above, the bidder should also submitanaffidavitasperForm:6ofSectionVIIAandmeetthequalifyingrequirementsstipulated inBDS.

ITB.3.3. JointVenturebidswillnotbepermitted.

ITB.3.4.

IncasebidderispermittedintheBDStooffertosupplyand/orinstallEquipment/MaterialsundertheContractthatthebidderdidnotmanufactureor otherwise produce and/or install, the bidder shall (i) have the financial andothercapabilitiesnecessarytoperformtheContract;(ii)havebeendulyauthorizedbythemanufacturerorproduceroftherelatedEquipment/Materials to supply and/or install that item in India; (iii) be responsible forensuringthatthemanufacturerorproduceroftherelateditemmeetstheminimumcriterialisted for that item.

ITB.3.5. The bidder shall furnish, as part of his techno-commercial bid, documentsestablishingthebidder'squalificationstoperformtheContracttothesatisfactionofthePurchaser.Alldocumentsrequiredtoestablishbidder'sFinancialandTechnicalcapabilitymustbesubmittedaspartoftechno-commercial bid. In particular the following documents, as applicable need tobesubmitted bythe bidder.

ITB.3.5.1.List of purchase order references with execution status of similar purchases/Worksin 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 ofexecutionofPurchaseOrder/ Works

ITB.3.5.3.Selfcertificationforconfirmationofavailabilityofin-houseinspection/testing facilities or access through other agencies for performing inspection/testing

ITB.3.6. Notwithstandinganythingstatedherein,WBSETCLreservestherighttoinquire and review the bidder's capability and capacity toperformthe work atthetimeof evaluation

ITB.4. Responsibilityofbidders

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 byWBSETCL.Verbal agreement or conversation with any officer, employee ofWBSETCL either before or after the submission of bid shall not affect ormodifyanyof thetermsor obligations containedherein

ITB.4.2. Itshallbethesoleresponsibilityofbidderstodetermineandtosatisfythemselves by such means as they consider necessary or desirable as to allmatterspertaining tothisbidding processincluding inparticularallfactorsthatmayaffect thecost,duration andexecution oftheWorks.

ITB.4.3. It must be understood and agreed by the bidders that factors which may affectthe cost, duration and execution of the Works have properly been investigatedand considered while submitting the bid. Claims whatsoever including thosefor financial adjustment in the price of the Contract awarded in accordancewith these bidding documents will not be entertained by the Purchaser. Neitherany change in time schedule of Contract nor any financial adjustments arisingthereof shall be permitted by the Purchaser, which are based on the lack ofinvestigation or its effecton the cost oftheContract to thebidder.

ITB.5. Costofbidding

The bidder shall bear all costs associated with the preparation and submissionof his bid and WBSETCL in no case shall be responsible or liable for thesecosts,regardless of the conduct or outcomeof the biddingprocess.

B. The Bidding

DocumentsITB.6.

Contentsofbiddingdocuments

The scope of work, bidding procedures, Contract terms and conditions andtechnical specifications are prescribed in the bidding documents. The set ofbidding documents issued for the purpose of bidding includes the sectionsstatedbelowtogetherwithanyaddendum/amendmenttobeissuedinaccordancewithITB. 10

	SectionI	:	NoticeInvitingTender	
	SectionII	:	InstructionsToBidders	
	Section III	:	BidDataSheet(BDS)	
	SectionIV	:	GeneralConditionsofContract	
	SectionV	:	SpecialConditionsofContract	
	Section VIIA	:	BidForm &PriceSchedules&Attachments	
			1	BidForm &PriceSchedules
			2	BidSecurityForm-BankGuarantee
			3	Power ofAttorney
			4A	Financialdetails ofbidder
			4B	Detailsof financial capabilitystatus
			4C	Details of design, engineering,manufacturingandtesting capabilities
			4D	Pastperformancedata
			4E	Presentorderbookposition
			4F	CurriculumVitaeof KeyPersonnel
			5	LitigationHistory
			6	Affidavitregardingeligibilityof bidders
			7	TechnicalComplianceForm
			8	DetailsofSub-contractorsofmajoritemsof supply
			9	Listoferectiontoolsand equipments
			10	Detailsofbought-outitemstobedirectlydespatchedbySub-contractors to Site

			11	QualityAssuranceProgram

			12	Milestonescheduleforkeyactivities
			13	AdditionalInformationform(ifany)
			14	ProposedModificationform(ifany)
	Section VIIB	:	Annexure	
			1.	ContractAgreement
			2a	LetterofAwardforSupplyofEquipment/Materials
			2b	LetterofAwardforInstallationofEquipment/ Materials–ElectricalandCivil(Second Contract)
			3	BankGuaranteeforContractPerformance
			4	Bank Guarantee for **interest bearingMobilization Advance.**
			5	Applicationforpayments
			6	Completioncertificate
			7	Taking-Overcertificate
			8	TrustreceiptforEquipment/Materialsreceived
			9a	Indemnity bond (Entire EquipmentConsignmentin one lot)
			9b	Indemnitybond(Equipmenthandedoverin instalments)
			10	Authorizationletter
			11	Validityextensionof BankGuarantee
			12	No-ClaimCertificate
	SecVIA&VIB	:		TechnicalSpecification(Electrical)hasbeen uploaded in the WBSETCL websitewww.wbsetcl.in Technical Specification (Civil) is uploadedalongwith this document.
		:	Drawings & Schedule of works showingQuantities. (Supply&Erection Part)	

The bidder is expected to examine all instructions, forms, terms, conditions,Specificationsandotherinformationinthebiddingdocuments.Failureto furnish all information required as per the bidding documents or submission

ofa bid not substantially responsive to the bidding documents in every respectwillbeatthe bidder’srisk and mayresult inrejection of his bid.

ITB.7. Sitevisit

ITB.7.1. ThebidderisadvisedtovisitandexaminetheSiteofworkanditssurroundings and obtain for himself on his own responsibility all informationthat may be necessary for preparing the bid, submission of offer and enteringinto a Contract for execution of Works. The cost of visiting the Site shall bebornebythe bidderfully.

ITB.7.2. The bidder andany ofitsauthorizedpersonnelor agentswillbe grantedpermissionby the Purchaser toenter uponitspremisesandlandsfor thepurposeofsuchinspection,butonlyupontheexpressconditionthatthebidder, its personnel and agents will release and indemnify the Purchaser anditspersonnelandagentsfromandagainstallliabilityinrespectthereofandwill be responsible for death or personal injury, loss of or damage to propertyand any other loss, damage, costs and expenses incurred as a result of theinspection.

ITB.7.3. TheSiteinspectionshallbecompletedbeforethePre-bidMeeting,ifapplicableorwithin 20daysafter theNITissuedate,whicheveris earlier.

ITB.8. Clarificationsonbiddingdocuments –REFERBDS.

ITB.8.1. A prospective bidder requiring any clarification on bidding documents maynotify the Purchaser in writing by post or fax, to the address mentioned inBDS, not later than the date and time specified in BDS. The Purchaser willissue clarification(s) as he may think fit in writing by post or by fax not laterthan fifteen (15) days prior to the deadline/ extended deadline for submissionof bids prescribed by the Purchaser. All such clarifications shall form part ofthe bidding documents and shall accompany the bidder's Proposal. Writtencopies of the Purchaser's response (including an explanation of the query butwithout identifying its source) will be sent to all prospective bidders who havepurchasedthebiddingdocuments.

ITB.8.2. For the information of those bidders who may have downloaded the biddingdocumentsfromthewebsiteofWBSETCL,theclarificationsshallbeupload ed on the website. The bidders are advised to visit the website of thecompanyfrom timeto timein their own interest**.**

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

ITB.9. Pre-bidmeeting

ITB.9.1. The bidder or its authorized representative is invited to attend pre-bid meetingto be held on the date, time and location specified in BDS. The purpose of themeeting will beto clarify the exact scope of work, and any issues regardingthe bidding documents and the technical specifications for its clarification, ifraised at that stage by the bidders. The Purchaser shall not be under anyobligationtoentertain/respondtosuggestionsmadeortoincorporatemodificatio

nssought forbythe prospectivebidders.

ITB.9.2. Any modification/amendment of the bidding documents shall be made by thePurchaser exclusivelythroughtheissueof anamendmentpursuanttoITB.10

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

ITB.9.4. Any essential requirement not included in the Price Schedules but required forsuccessful commissioning and operation of Works as per scope of Contractshall be indicated by the bidders as per Form: 14 of Section VIIA and anyadditional information as per Form:13 of Section VIIA shall be submittedbefore the pre-bid meeting by the date specified in the BDS. The Purchasershall make related modifications/ amendments as may be considered necessarybased on this form in the bidding documents as per provisions mentioned inthisclause.

ITB.9.5. Bidders shall not be permitted to indicate any additional requirements in thebidforanyreasonwhatsoeverafterthePurchaserhasconsideredsuchamendments.

ITB.10. Amendmentofbiddingdocuments

ITB.10.1.At any time after pre-bid meeting, but not later than ten (10) days prior to thedeadline for submission of bids, the Purchaser may, for any reason, whether atits own initiative or in response to a clarification requested by a prospectivebidder, modifythebiddingdocuments byissue ofan addendum/amendment.

ITB.10.2. The addendum/amendment will be uploaded in the e-tendering portal and allsuch amendments/addendums will be binding upon them. WBSETCL shallassumethattheinformationcontainedthereinwillhavebeentakenintoaccount by the bidder in its bid. WBSETCL will bear no responsibility orliability arising out of non-compliance of the same in time or otherwise by thebidder.

ITB.10.3.In order to afford prospective bidders reasonable time in which to take theaddendum/amendment into account in preparing their bids, WBSETCLmay,atits discretion, extend thedeadlinefor thesubmission of bids.

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

C. Preparation of

BidsITB.11. Documents constituting the bid

ITB.11.1. Languageofthebid

Thebidpreparedbythebidderandallcorrespondencesanddocumentsrelating to the bid, exchanged between the bidder and the Purchaser shall bewritten in the English language, provided that any printed literature furnishedby the bidder may be written in another language so long asaccompaniedbyan English translation of its pertinentpassages. Failure to comply withthismay disqualify a bid. For purposes of interpretation of the bid, the Englishtranslationshall govern.

ITB.11.2.

Thebidtobepreparedandsubmittedbythebiddershallconsistofthefollowi ngdocuments:

a. BidForm&PriceSchedules

b. Bid Security (if the same is submitted in the form of Bank Guarantee, theformatas per Form: 2 of Section VIIA has tobeused)

c. A Power of Attorney, in original, as per Form: 3 of Section VIIA duly attestedby a Notary Public, authorizing that the person(s) signing the bid has/have theauthorityto sign the bidand to makethe bid bindingupon thebidder.

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

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

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

g. Technical Compliance Form, duly signed by the bidder, as per Form: 7 ofSection VIIAto demonstrate the adequacy of the bidder's proposals to meetthetechnicalSpecifications.

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

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

j. Detailsofbought-outitemswhicharedirectlydespatchedbytheSub-contractor(s)to theSiteas perForm: 10 of Section VIIA

k. QualityAssuranceProgramcontainingtheoverallqualitymanagement&procedure s to be followed during various phases of execution of the ContractasperForm: 11 of Section VIIA

l. Milestonescheduleshowing thetimingandsequenceofallkey activitiesnecessary for successful completion of Contract as per Form: 12 of SectionVIIA

m. AdeclarationaffirmingunconditionalacceptanceofthetenderedPriceScheduleand allother amendments(if any) communicated bythepurchaser.

n. GuaranteedTechnicalParticularsaspertheformatsprovidedinSectionVICof the bidding documents. This shall not be submitted as part of the bid but tobesubmitted onlybytheL1 bidder duringpre-awarddiscussion.

o. Technicaldrawingsanddocumentation.

ITB.12. Sub-contractors

ITB.12.1.Thebidderhastosourcethespecified Equipment/Materialsfromthemanufacturersnamed in theMakers'listenclosed withbiddingdocuments.

ITB.12.2.ForitemsnotcoveredundertheMakers'list,thesuccessfulbiddershall submit the list of Sub-contractors (not more than 3 in each case) includingcredentials/capabilities,supplyrecord,clientelecertificate,factorytestcertificate,typetest reports(if applicable) forapprovalof Purchaser.

ITB.12.3. If the successful bidder makes a request for change of Sub-contractor, suchchangewouldbepermittedby WBSETCLinextraordinary circumstancesonly, based on the merit of the case, at its discretion and if such Sub-contractoris in the approved list of WBSETCL or other State/ Central sector utilities andnopriceimplicationonaccountoffreight,insuranceand**taxes**willbeallowed.

ITB.13. BidPrices

ITB.13.1. Unless otherwise specified in the Technical Specifications, bidders shall quotefor the entire Works on a "Single Responsibility" basis such that the total bidprice covers all the Contractor's obligations mentioned in or to be reasonablyinferred from the bidding documents in respect of the design, manufacture,including procurement and sub-contracting (if any), packing, forwarding andtransportation, handling,delivery, installation, testing, pre-commissioningcommissioning, completion of the Works and conductance of the Guaranteetests for the Works including supply of spares(if any). This includes theacquisition of all permits, approvals and licenses etc as may be specified in thebidding documents. The bidder shall quote in the appropriate schedule theproposed bid price for the entire scope of work covered under the biddingdocuments.

ITB.13.2. The bid prices are required to be broken down in the Price Schedules in themanneranddetailsothatfiguresforEquipment/Materialsandservicesrespectively are available clearly for award of Contract under two (2) separateContracts in accordance with GCC.4.5. The summary of total price in eachPriceSchedule will be broken down as follows:

ITB.13.2.1. PriceSchedule:Supply

ValueofsupplyofEquipment/material,includingtypetestschargesandspares (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 allcosts **and discount, if any**, as well as - taxes paid or payable on componentsand 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 beadjusted in the quoted - **value of supply**. **However, - local tax if any shall bequoted separately.** Transportation including transit insurance and other costsincidental to delivery of Equipment/ Material and spares to the Site shall alsobequoted in PriceSchedule No:Supply

ITB.13.2.2. PriceSchedule:Erection

Price for Installation and Erection services shall be quoted in Price ScheduleNo: Erection and shall include rates and prices for all labour, Contractor ’sEquipment,temporaryworks,consumablesandallmattersandthingsofwhatsoever nature, charges for insurance covers other than transit insurance,operationsandmaintenanceservices,theprovisionofoperationsandmaintenancemanuals,trainingofPurchaser’spersonnel,etcandotherservices, as identified in the bidding documents and necessary for the properexecutionoftheInstallation and Erectionservices.

ITB.13.2.3 PriceScheduleBOQ

PriceScheduleBOQis asummaryof PriceSchedule Supplyto Erection.

ITB.13.2.4The taxes**, duties** - shall be indicated by the bidder in the respective PriceSchedules and shall be quoted as the rates in force on seven (7) days prior tothe last date of submission of bids with respect to direct transactions betweentheContractor 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 byWBSETCL when executed and shall be deemed to have been covered in otherpricesin thePriceSchedules.

ITB.13.4.All the prices shall be quoted in INR (Indian rupees) only. Foreign exchangecomponentorForeignexchangevariationwillnotbeentertainedforanyreasonwhatsoever.

ITB.13.5. The total price at the bottom of each schedule shall be indicated both in figuresandwordsandshallbesignedoneachpagebyauthorizedrepresentativeofthe bidder.

ITB.13.6. If rebate/discount is offered, the overall discount in percentage in any scheduleis to be given. Conditional rebates/discount, if any, offered by any bidder shallnotbe considered duringbid evaluation

ITB.13.7. IncaseWBSETCLobservesthattheL1bidder hasquotedabnormallylowbid

i.e.80%orlessincomparisonwithWBSETCL’scostestimate,WBSETCL

then may ask the bidder to produce detailed price analysis to demonstrate thejustificationofprices quoted in the bid.

In the event of the lowest quoted price being **80% or less** of the departmentalcostestimate,thelowestBiddershallhavetofurnish**AdditionalPerformanceSecurity@10 %**ofthedepartmental costestimate.
The Additional Performance Security shall be submitted in the form of BankGuaranteefromanyscheduledbankbeforeissuanceofLetterseekingAdditional Performance Security. If the Bidder fails to submit the AdditionalPerformance Security within seven working days from the date of issuance ofLetter seeking Additional Performance Security from WBSETCL, his EarnestMoney will be forfeited and other necessary actions as per the terms andconditions of thetender likeblacklistingof the contractor etcmaybetaken.

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

ITB.13.8. The Bank Guarantee shall be returned immediately on successful completionof the contract.If the Bidder fails to complete the work successfully, theAdditional PerformanceSecurity shall be forfeited at any time during thependency of the contract period after serving proper notice to the contractor.ThisAdditionalPerformanceSecurityisoverandabovethestipulatedContract Performance Guarantee. The provisions of the Performance Securityaslaid down inITB33 shall remainunaltered.

ITB.13.9. PriceAdjustment

ITB.13.9.1.Price quoted by the bidder shall be firm during the entire period of Contractirrespectiveofscheduleddateofcompletionexceptwherethepricesaresubjectto adjustment as provided inBDS.

ITB.13.9.2.Wherever the price adjustment is permissible the bidders shall quote variablepricesasperPriceVariationFormulaasdescribedinAppendix2totheContract Agreement. There shall be no individual ceiling limits for revision inprice for the Equipment/ Materials, however, the total price variation shall notexceed the value specified in SCC. The price adjustment provision will not betakenin to considerationforbid 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 scheduleddate of delivery as per L2 network or actual date of delivery whichever isearlier. Any increase in price, beyond the scheduled delivery period of theContract will not be borne by WBSETCL, if the delay is due to any default onthepart ofthe Contractor.

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

ITB.14. Periodofvalidity ofbids

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

ITB.14.2. In exceptional circumstances, WBSETCL may solicit the bidder's consent toanextensionof bidvalidity for afurther periodwithoutany change intheterms and conditions of the offer. The request and response thereto shall bemade in writing by post or fax followed by post confirmation. The bidder mayrefusethe requestwithout having hisbid security forfeited. Bidders agreeingto the request will neither be required nor permitted to modify their respectivebids,butwillberequiredtoextendthevalidityoftheirbidsecuritiescorresp ondingly. The provisions of ITB. 15 regarding discharge and forfeitureofbidsecurity shallcontinuetoapply duringtheextendedperiodofbidvalidity.

ITB.15. BidSecurity

ITB.15.1. The bidder, at its option, shall furnish bid security in the form of Online modeoranunconditionalandirrevocableBankGuaranteefromanyIndianSchedule dCommercialBankinfavourof"**KOLKATA TRANSMISSION ZONE WBSETCL**",Kolkataforanamount specified in theNIT in the proforma as per Form: 2/2a of SectionVIIA (whichever is applicable) in one (1) original and two (2) copies. The bidsecurityshall bevalid for aperiodspecified in theBDS.

ITB.15.2.If the Bid Security of the prescribed amount is not submitted in the mannerspecifiedintheBidbytheBidderwithindatesspecifiedinthewebsite,theBids hallnot be opened bythe Purchaser.

ITB.15.3. Thebidsecurityshallbeforfeitedinthe followingcircumstances:

a. If the bidder withdraws its bid as a whole or in part as per ITB. 20, during theperiod ofbid validityspecified bythe bidderin itsbid

b. Ifthebidderdeviatesfromanyclarification/confirmationgivenbyhimsubsequentto submissionof his bid

c. If thebidderdoesnot acceptthecorrectionofits bidpricepursuanttoITB.25

d. If the successful bidderfails, within the specified time limit either to acceptthe Letter of Award (LoA) and sign the Contract Agreement unconditionallyor,tofurnishtheContractPerformanceGuarantee,inaccordance withITB. 33

ITB.15.4.Bidsecurityoftheunsuccessfulbidderswillbedischarged/returnedaspromptlyas possible after the expiration of the validity of bid security or afterthedateofsigningofContractAgreementwiththesuccessfulbidderwhicheveri searlier.

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

ITB.15.6. Nointerestshall bepaidbythePurchaseron thebid security.

ITB.16. Signingofbids ..... ReferGeneralInstructionsfore-tendering.

ITB.16.1.The bidder shall prepare one (1) original and two (2) copies of the documentsconstitutingthebidasdescribedinITB.11,andclearly markedeachas"OriginalBid"and'CopyNo:1','CopyNo:2'.Intheeventofanydiscr epancybetweentheCopiesandOriginalBid,theOriginalshallprevail…**NOTAPPL ICABLE.**

ITB.16.2. The original and all copies of the bid shall be signed by a person/persons dulyauthorized by the bidder with official rubber stamp. However, any publisheddocumentsubmittedalong withthebidshall besignedby theauthorizedsignatory(ies)atleastonthefirstpageandlast page of suchdocument **NOTAPPLICABLE.**

ITB.16.3. Any interlineations, erasures, overwriting, cutting or alteration shall only bevalidifthey are initialed by the authorized signatory (ies) to thebid**NOTAPPLICABLE**.

D. Submissionofbids -PleaserefertoGeneralInstructionsfore-tendering andBid Data Sheet.

ITB.17. Submissionofbids

ITB.17.1. Bids will be deposited by the bidders at the address specified in BDS on orbeforedateandtimementionedinBDS.Bidsshallbesubmittedonthebidding documents purchased by the bidder from the Purchaser and not on thecopy downloaded from the Purchaser's website. Soft-copies of the filled-inprice 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 copywillprevail forthe purposeofbid evaluation NOT**APPLICABLE.**

ITB.17.2. Bidsmay be sentby registered post/speed post/ courier or by hand delivery,so as to reach the Purchaser at the address specified in BDS on or before dateand time mentioned in BDS. Bids submitted by telex / telegram / fax / e-mailshall not be considered under any circumstances. The Purchaser shall not beresponsibleforanydelayinreceipt of thebid**NOTAPPLICABLE.**

ITB.17.3. BidsshallbesubmittedinthemannerspecifiedintheBDSasunder :.....**REFERBDS**

a. The bids are required to be submitted at Single stage in Two Envelopes & allthe documents comprising the bid as specified in ITB. 11 including the **BidForm(without price)** but excluding the Price Schedules shall be kept in anenvelope(Envelope-1)withsuperscriptionasspecifiedinBDSandthePrice

Schedules shall be kept in another envelope (Envelope-2) with superscriptionasspecifiedinBDS **REFER BDS**

ITB.18. DeadlineforSubmissionofbids

ITB.18.1. Bids must be received by WBSETCL at the address specified in BDS no laterthan the time and date mentioned in BDS. In the event of the specified date forsubmission of bids being declared a holiday for the Purchaser, the bids will bereceiveduptotheappointedtimeonthenextworkingday.Suchpostponement of date will not have any impact on the other dates specified inthe bidding documents (i.e. bid validity and validity of bidsecurity**) ..... NOTAPPLICABLE.**

ITB.18.2.The Purchaser may, at his discretion, under intimation to the bidders who havepurchased the bidding documents, extend the deadline for the submission ofbids/ opening of bids by issuing an addendum and hosting the same on thewebsite, in which case all rights and obligations of WBSETCL and bidderspreviouslysubjecttotheoriginaldeadlineshallthereaftersubjecttothedeadlineas 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 deadlineof submission shall have the option to submit their revised bid in substitutioneither in full or in part of earlier bid. In the absence of a revised bid, theoriginalbidshallbeconsidered foropeningand subsequentevaluation.

ITB.19. Late bids

Any bid received by the Purchaser after the bid submission deadline as perITB. 18will be rejected and returned unopened to thebidder .....**NOTAPPLICABLE.**

ITB.20. Withdrawalofbids

ITB.20.1.The bidder may withdraw his bid after submission of bid prior to the deadlineprescribed for bid submission. No withdrawal will be allowed after deadlineprescribedforbid submissionunder anycircumstances.

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

E. BidOpeningandEvaluation–PleaserefertoGeneralInstructionsfore-tendering.

ITB.21. BidOpening

ITB.21.1.WBSETCLwillopenbids,inthepresenceofbidders'authorizedrepresentatives (up to 2 persons) who choose to attend at the date & time foropening of bids as mentioned in BDS or on the date and time as intimated tothebidderonsuccessfulcompletionofevaluationoftechno-commercialbidsin case of Single-stage two envelope bidding. The bidders' representatives whoare present in the bid opening shall sign the bid opening statement or bidopening register as evidence of their attendance. In the event of the specifieddatefortheopeningofbidsbeingdeclaredaholidayforthePurchaser,thebid swillbeopenedattheappointedtimeonthenextworkingday.
.....**NOTAPPLICABLE.**

ITB.21.2. Bids for which an acceptable notice of withdrawal has been submitted inspecified manner shall not be opened. Late bids pursuant toITB. 19 and/orbids not accompanied by requisite bid security in a separate sealed envelopepursuanttoITB.15willberejectedandreturnedunopenedtothebidder.
.....**NOTAPPLICABLE.**

ITB.21.3.Bids that are not opened and read out at bid opening will not be considered forfurtherevaluation,regardlessofthecircumstances. ..... **NOT APPLICABLE.**

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

ITB.21.5. In the case of Single stage two-envelope bids, on the deadline for submissionofbidthetechno-commercialbidshallonlybeopened.Thedateforopeningof the Price bid shall be intimated at the appropriate time to the bidders whosebidis found responsivein thetechno-commercialevaluation.

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

ITB.21.7. Noelectronicrecordingdeviceswillbepermitteddduringbidopening.
.....**NOTAPPLICABLE.**

ITB.22. Processtobeconfidential

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

ITB.22.2. Any effort by a bidder to influence WBSETCL or others connected in theprocess of examination, clarification, evaluation and comparison ofbids, andindecisionsconcerningtheawardofContract,mayresultintherejectionofhis bid.

ITB.23. Clarificationofbids

ITB.23.1. During bid evaluation,WBSETCL may, at its discretion and if sorequired,askthebiddersforanyclarificationinsupportoftheircompliancetostipulated Qualifying Requirements (QR) or any other matter related to its bidexcept to the extent inITB.23.2. The request for clarification requiredfromthebidderandtheresponsetheretoshallbeinwritingandshallbedeliveredbyregisteredpost/speedpost/courier/ handdeliveryunderacknowledgement /email/ fax.

ITB.23.2.Any post-bid change in the price or substance of the bid shall not be sought,offeredor accepted, ifgiven bythebidder.

ITB.24. Determinationofresponsiveness

ITB.24.1.The Purchaser will examine the bids to determine whether they are complete,whether any computational errors have been made, whether required securitieshave been furnished, whether power of attorney of signatory of the bid hasbeensubmitted,whetherthedocumentshavebeenproperlysignedandwhether the bids are generally in order and substantially responsive to therequirementsof thebiddingdocuments.

ITB.24.2. For the purpose of this clause, a substantially responsive bid is one whichconformstoalltheterms,conditionsandSpecificationsofthebiddingdocumentswithoutmaterialdeviationorreservation.ThePurchaser'sdetermination of a bid's responsiveness shall be based on the contents of thebiditself without recourseto extrinsicevidence.

ITB.24.3. Any material information/ data/ document required to be submitted by thebidders as per provisions of bidding documents, if not submitted by the bidder,may render the bid to be non-responsive provided such information/ data/documentsissuch that it mayadverselyaffect theevaluation.

ITB.24.4. The Purchaser may waive any minor infirmity, non-conformity or irregularityinabidthatdoesnotconstituteamaterialdeviation,andthatdoesnotprejudiceoraffecttherelativerankingofanybidder,asaresultofthetechnicaland commercialevaluation pursuanttoITB.27 andITB.28.

ITB.24.5.If a bid is not substantially responsive to the requirements of the biddingdocuments,itmayberejectedbyWBSETCLandthesamecannotsubsequentlybe maderesponsivebythe bidderbycorrection.

ITB.25. Correctionofarithmeticalerrorsinpricebid

ITB.25.1. Arithmetical errors will be corrected at the time of evaluation of Price bid andthe corrected figure will be considered as evaluated bid price. The correctionsin the bid price shall be done as per the provisions of this clause and shall bebinding on the bidder. If the bidder does not accept the correction of errors asper the provisions of this clause, his bid will be rejected and the bid securitywillbeforfeited.

ITB.25.2. If there is a discrepancy between the product of **Unit Value of Supply** andquantity and the total **value of supply**, the product of unit price and quantitywillprevailandthetotal**valueofsupply**willbecorrected.Ifthereisdiscrepancy between summation of subtotals and total **Amount of supply**, thesummation of subtotal price shall prevail, and the total –**Amount of supply**shall be corrected. If there is a discrepancy between words and figure, theamount in words will prevail. In case unit **Value of Supply** or quantity or bothare not filled in against any item, it will be treated as zero and will be assumedthatthe Bidderhas absorbedthe cost elsewhereinthe PriceBid.

ITB.25.3. ThetotalAmountofSupplysocorrectedshallbeconsideredforthepurposeof evaluation of bid. However for the purpose of award, the corrected price bythe Purchaser or the bid price quoted by the bidder, whichever is lower, will betaken

ITB.25.4. Bidders shall quote the rate of GST/Taxes in force as on seven days prior tothe last date of bid submission only in respectof Direct transaction betweenthe Vendor and Purchaser. Bids will not be corrected for the rates of taxes - incase of wrong rates considered by the bidder in their bids. Bidders shouldabsorb the monetary loss in wholesome as declared in Bid form (Sec VII – A)Serialno3.4.

However,OrdershallbeplacedonthelowestquotedTotalAmountorArithmetically CorrectedTotal Amount, whichever islower.

The rate of GST quoted by the Bidder against any HSN/SAC code shall bedeemedfinalandshallbebindinguponthe Bidder.ThePurchasershallpaythe total landedcost including the GST asquoted in the price bid by thebidder. Any liability on account of GST rate quoted wrongly shall rest on thebidderandpurchaserwillnotbe liable.Novariationintherateshallbeallowedat thetime ofbillingexcept forstatutoryvariations.

IncaseofanyclaimofStatutoryVariations,theVendormustsubmitdocumentaryevidenceforratequotedintheBidandalsoforstatutoryvariationsof therate quoted.

ITB.26. TimeSchedule

The basic consideration and the essence of the Contract shall be the strictadherencetothetimeschedulespecifiedintheBDSaftertheCommencement

Date of the Contract as incorporated in the Contract Agreement for completionof Works. Bidders are required to base their prices on the time schedule givenin Form: 12 of Section VIIA. No credit will be given for earlier completion forthepurposeofevaluation.

ITB.27. ProcedureofEvaluationofbids

ITB.27.1.The Purchaser will carry out a detailed evaluation of the bids determined to besubstantially responsive as perITB. 24 in order to determine whether thetechnical aspectsare in accordance with the requirementsset forth in thebidding documents. Bids submitted by bidders with any deviations shall berejected.

ITB.27.2.The Purchaser will determine to its satisfaction whether the bidder selected ashavingsubmittedthelowestevaluatedresponsivebidisqualifiedtosatisfactorily perform the Contract in terms of the qualifying requirementsstipulatedin BDS andITB. 3.

ITB.27.3.Thedeterminationwilltakeintoaccountthebidder'sfinancial,technical,production and execution capabilities, in particular its work in hand and futurecommitments.Itwillbebaseduponanexaminationofthedocumentaryeviden ce of the bidder's qualifications submitted by the bidder in Form: 4 ofSection VIIA to the bid, as well as such other information as the Purchaserdeemsnecessaryand appropriate.

ITB.27.4. An affirmative determination will be a prerequisite for award of theContractto the bidder. A negative determination will result in rejection of the bidder'sbid, in which event the Purchaser will proceed to the next lowest evaluated bidtomakeasimilardeterminationofthatbidder'scapabilitiestoperformsatisfactori ly.

ITB.27.5. DifferentialfactorswillbeapplicableattherateasmentionedinBDS

ITB.28. Comparisonofbids

ITB.28.1. The bids shall be compared on the basis of lump-sum prices (i.e. for supplyportion and prices for services to be rendered as quoted by the bidder) for theentirescope of theWorks as defined in thebiddingdocuments.

ITB.28.2. For comparison purposes all the evaluated bid prices shall be in Indian Rupeesasunder:
W=M+DP
Where
W=TotalComparisonPrice
M=EvaluatedBidPrice bythePurchaser
DP=DifferentialpricecalculatedaccordingtoITB.28.4

ITB.28.3. Definitionsandmeanings

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

a. ‘EvaluatedBidPrice’shallmeanthepricequotedbyeachbidderinhisproposalforthe completescopeofwork, ascorrected bythe Purchaser.
b. ‘Differential Price’ shall mean the summation of the equalizing elements ofpricefor parameterdifferentialor deficienciesintheEquipment/Materialsdeterminedfrom the bidder’s Proposal.
c. ‘Total Comparison Price’ shall be the summation of ‘EvaluatedBid Price’and‘Differential Price’.

ITB.28.4. Calculationofdifferentialprice.

TheDifferentialPricetobeaddedtothebidpriceofeachbidduringevaluationand comparison shall bederivedasunder:

Differential Price (DP)= n1F1 + n2F2…+nnFn where F1, F2……Fn are thevariousfactorsinIndianRupeesperunitofparameterdifferentialordeficiencyint heEquipment/Materialsofferedasstipulatedintheses Specifications;n1,n2…..nnar etherespectiveparameterdifferentialordeficiencyinthecorrespondingunitstobede terminedfromthebidder’sproposal. The above factors and corresponding units of parameter differentialarebrought out in theTechnical Specifications and/orBDS.

ITB.28.5.Allevaluatedbidpricesofallthebiddersshallbecomparedamongthemselvestodeterminet helowestevaluatedbidand,asaresultofthiscomparison,thelowestbidwill beselected forthe award oftheContract.

F. AwardofContractITB

.29. AwardCriteria

ITB.29.1. The Purchaser will award the Contract to the successful bidder whose bid hasbeen determined to be substantially responsive and has been determined as thelowestevaluatedbidprovidedfurtherthatthebidderisdeterminedtobequalified to perform the Contract satisfactorily. The Purchaser shall be the solejudgein this regard.

ITB.29.2. For the purpose of determining the capability and capacity of the bidder toperform the Contract, the Purchaser reserves the right to verify the authenticityofthedocumentssubmittedbythebidderformeetingthequalificationre quirements and may undertake verification of the manufacturing facilitiesavailablewith the bidder.

ITB.30. Righttorejectbids

WBSETCL reserves the right to accept or reject any bid and to annul thebidding process and reject all bids at any time prior to award of Contract,withouttherebyincurringanyliabilitytotheaffectedbidderorbiddersoran y
obligationtoinformtheaffectedbidderorbiddersthereasonforWBSETCL'saction.

ITB.31. LetterofAward

ITB.31.1.After approval of bid evaluation by WBSETCL, the successful bidder may beinvited for pre-award discussions. After pre-award discussions and prior to theexpiry of the period of bid validity, WBSETCL will notify the successfulbidder 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 ofAward'orLoA)shallnamethesumwhichWBSETCLwillpaytotheContractor in consideration of the execution & completion of the Works by theContractoras prescribedunder theContract.

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

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

ITB.32. SigningofContractAgreement

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 authorized signatory of the Purchaser along with the LoA.

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

ITB.33. PerformanceSecurity

ITB.33.1.Within thirty (30) days of LoA from WBSETCL, the successful bidder shallfurnish toWBSETCLaPerformancesecurity,asintheformofanunconditional and irrevocable Bank Guarantee equal to ten percent (10%) ofthe Contract Price for all the Contracts and as per the Annexure: 3/3a ofSectionVIIB.

ITB.33.2.Failureofthesuccessfulbiddertosubmitperformancesecurityasstatedherein shallconstitutesufficientgroundforannulmentoftheawardandforfeitureofhis bidsecurity,inwhicheventthePurchasermaymaketheawardto the next lowest evaluated bidderorcall for new bids.

ITB.34. Misrepresentationbythebidder

Ifthebidderconcealsanymaterialinformationormakesawrongstatementormisrepresentsfactsormakesamisleadingstatementinthebid,inanymanner whatsoever,inordertocreatecircumstancesfortheacceptanceofthebid,thepurchaserreservesthe righttorejectsuchbidand/orcancelthe LoA,ifissued.

ITB.35. CorruptorFraudulentPractices

ITB.35.1.ThePurchaserrequiresthatthebidders/Contractorsobservethehigheststandardofethics duringtheprocurement and executionoftheContracts.

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

a. “Corruptpractice”meanstheoffering,giving,receivingorsolicitingofanythingofvaluetoinfluencetheactionofapublicofficialintheprocurementprocess or inContractexecution.

b. “Fraudulent practice” means a misinterpretation of facts in order to influencethe procurement process or the execution of a Contract to the detriment of thePurchaser, and includes collusive practice among bidders (prior to or after bidsubmission) designed to establish bid prices at artificial non-competitive levelsandto deprivethePurchaser ofthe benefitsof freeandopen competition.

ITB.35.1.2.The Purchaser will reject a proposal for award if it determines that the bidderrecommended for award has engaged in corrupt or fraudulent practices incompetingfor theContractin question

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

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

SectionIII–GENERALCONDITIONSOFCONTRACT

A. Contract and InterpretationGCC.1. Definitions

IntheContract(ashereinafterdefined)thefollowingwordsandexpressionsshall havethe meaningherebyassignedto them.

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

GCC.1.2."Contract"meansalltheContractAgreement(s)enteredintobetweenthePurchaserandthe Contractor,togetherwiththeContractDocumentsreferredto therein; they shall constitute the Contract and the term Contract shall in allsuchdocuments beconstrued accordingly

GCC.1.3."Contract Document" means the documents listed in Article 1.1 (ContractDocuments)ofthe ContractAgreement (includinganyamendments thereto)

GCC.1.4. "Contract Price" means the sum total of contract pricestated inall the LetterofAward(s)aspayabletotheContractorforsupply,executionandcommission ing of the entire Works under the scope of Contract subject to suchaddition & adjustments thereto or deductions there from as may be madepursuant to the Contract(s). In cases where separate identifiable Works can becompleted and taken over by the Purchaser and for which separate completionschedule is provided in the Contact, in relation to such Works, the ContractPriceshallmeanthepricerelatabletosuchWorkscompletedandtakenoverb ythe Purchaser.

GCC.1.5. "Contractor" means the successful bidder and, in case of a joint venture bid,thedesignatedleader,whosebidhasbeenacceptedbythePurchaser,namedassuc hintheContractAgreementandincludeditslegalsuccessorsandpermittedassigns.

GCC.1.6."Contractor's Equipment" means all appliances or things of whatsoever naturerequiredforthepurposesofexecutionofworkandwhicharetobeprovidedby the Contractorbut does not include any Equipment/ Materials intended toformpart of Works

GCC.1.7."Project Manager" means the person appointed by the Purchaser in the mannerprovided in GCC.18 hereof and named as such in the SCC to perform theduties delegated bythe Purchaser.

GCC.1.8."Purchaser"meansWestBengalStateElectricityTransmissionCompanyLimited (WBSETCL), Kolkata, and includes its legal successors and permittedassigns.

GCC.1.9.“Letter of Award” means notice of acceptance of the bid in writing to thesuccessfulbidder,indicatingthesumWBSETCLwillpayfortheWorksasper ITB. 31.

GCC.1.10. “Performance Guarantee” means the security to be provided by the Contractorinaccordancewith GCC.13.2 forthedueperformanceoftheContract.

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

hereof.GCC.1.12. “SCC”means theSpecial Conditions ofContract.

GCC.1.13.The terms “Equipment”, “Materials”, and “Stores” shall mean and include allthingsto beprovided bythe Contractor under theWorks.

GCC.1.14.“Program”meanstheProgramtobesubmittedbytheContractorinaccordancewith GCCand anyapprovedrevisionsthereto.

GCC.1.15.“PriceSchedule”meansthescheduleoranypartorindividualschedulethereof,submitte dbythebidderwithhisbidandformingapartoftheContractDocuments.

GCC.1.16.“Site” means the place or places, where Works are to be executed by theContractor or to whichEquipmentmachinery are to be delivered,togetherwith so much of the area surrounding the same as the Contractor shall with theconsentofthePurchaser,useinconnectionwiththeworkotherthanmerelyforthe purposes of access.

GCC.1.17.“Sub-contractor”, including Sub-vendor or Sub-supplier means any person towhom execution of any part of the Works, including preparation of any designor supply of any Equipment/Materials, is sub-contracted directly or indirectlybythe Contractor,and includesits legalsuccessors or permittedassigns.

GCC.1.18. “Taking Over Certificate” shall mean the Purchaser's written acceptance forthe Works oranypart thereof in terms ofGCC.29.

GCC.1.19.“Tests on Completion” means the tests specified in the Contract or otherwiseagreed by the Purchaser and the Contractor to be performed before the Worksor anypart thereofaretaken over bythe Purchaser.

GCC.1.20.“Time for Completion” means the time stated in the "Time Schedule" forcompleting the Works or any part thereof and passing the Tests on Completioncalculated from theCommencement Dateunless extended.

GCC.1.21. “Works”meansandincludeallworkoranypartoftheworkthereofcoveredin the scope of the Contract, services as per Specifications, and completion,erection, testing andputtinginto satisfactory operation including all supply,transportation,handling,unloadingand storage atSite.

GCC.1.22. Government means Government of India or Government of West Bengal, asthe casemaybe.

GCC.1.23. Periods

In these provisions "Day" means calendar day. However "Working day" asusedhereinmeansallcalendardaysexcludingSundaysandGovernmentholidays in West Bengal. "Month" and "Year" and all dates shall be reckonedaccordingto theGregorian calendar.

GCC.2. Contractdocuments

GCC.2.1. Subject to Article 1.2 of the Contract Agreement, all documents forming partoftheContract(andallpartsthereof)areintendedtobecorrelative,complementary and mutually explanatory. The Contract shall be read as awhole.

GCC.2.2. Subsequent to signing of the Contract Agreement, the Contractor at his owncost shall provide the Purchaser with at least six (6) copies of the ContractDocumentswithin thirty(30)daysafter signingofthe ContractAgreement.

GCC.2.3. The Contractor shall provide free of cost to WBSETCL all the engineeringdata, drawings and descriptive materials submitted with the bid, complete setof his bidand bidding documents, copies of all the correspondence withWBSETCL,etc. inatleastsix(6) copiestoforma partof the ContractDocuments immediatelyafter the Letter ofAward(LoA).

GCC.2.4. EndorsementofTerms

The failure of either party to endorse at any time any of the provisions of theContract or any rights in respect theretoor to an option herein provided shallin no way be construed to be a waiver of such provisions, rights or option or inany way to effect the validity of the Contract. The exercise by either party ofany ofhisrightshereinshallnotprecludeorprejudiceeitherparty fromexercisingthe sameor anyother right it mayhave hereunder.

GCC.2.5. Effect

The Contract shall be considered to come into force on the date of LoA byWBSETCL to the Contractor which may be in the form of a fax or a Letter ofAward.TheTimefor Completion shallbereckoned from thatdate

GCC.2.6. All ContractDocuments, all correspondence and communications to be given,and all other documentation to be prepared and supplied under the ContractshallbewritteninEnglish,andtheContractshallbeconstruedandinterpreted inaccordancewiththatlanguage.IfanyoftheContractDocuments, correspondence or communications are prepared in any languageother than the governing language under this clause, the English translation ofsuch documents, correspondence or communications shall prevail in matters ofinterpretation.

GCC.3. Notices

GCC.3.1.Noticesshallbedeemedtoincludeanyapprovals,consents,instructions,orders and certificates to be given under the Contract. Unless otherwise statedintheContract,allnoticestobegivenundertheContractshallbeinwriting,

and shall be sent by personal delivery, courier, post or fax followed by postconfirmationto the address of the relevant partyasmentioned in SCC.

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

GCC.3.3.Any notice delivered personally or sent by fax shall be deemed to have beendeliveredon dateof its despatch.

GCC.3.4. Either party may change its address at which notices are to be received bygivingten (10) days noticeto other partyin writing.

GCC.4. Interpretation

GCC.4.1. Singularand Plural

The singular shall include the plural and the plural the singular, except wherethecontext otherwise requires.

GCC.4.2. Headings

The headings and marginal notes in the General Conditions of Contract areincludedforeaseofreference,andshallneitherconstituteapartoftheContractnor affect its interpretation.

GCC.4.3. Persons

Wordsimportingpersonsorpartiesshallincludefirms,corporationsandgovernment entities.

GCC.4.4. Incoterms

Unless inconsistent with any clause of the Contract, the meaning of any tradeterm and the rights and obligations of parties there under shall be as prescribedbyIncoterms.

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

GCC.4.5. ConstructionofContract

The Contracts to be entered into between the Purchaser and the successfulbiddershall beas under:

a. 'FirstContract'forex-works supplyof Equipment /Materials andtypetest.

b. 'SecondContract'forerectionworksasperScheduleofWorks,loading,transportation fordeliveryatSite,transitinsurance,unloading,storage,handlingatSite,installation services(includingratesandpricesforallmaterial/labour,Contractor'sEquipment,temporaryworks,consumablesand

allmattersandthingsofwhatsoevernatureofsuchworks),trainingofPurchaser's personnel, etc and allother services specified in theContractDocuments.

GCC.4.6. The award of separate Contracts shall not in any way dilute the responsibilityof the Contractor for the successful completion of the Works as per ContractDocuments and all Contracts shall contain a cross fall breach clause, i.e., abreach in one Contractshall automatically be construed as a breach of theother Contracts which will confer a right on the Purchaser to terminate theotherContracts also at therisk and thecost of theContractor.

GCC.4.7. EntireAgreement

Subject toGCC.16.3, the Contract constitutes the entire agreement betweenthe Purchaser and Contractor with respect to the subject matter of Contract andsupersedes all communications, negotiations and agreements (whether writtenororal) ofparties with respectthereto madepriorto the dateofContract.

GCC.4.8. Amendment

No amendment or other variation of the Contract shall be effective unless it isin writing, is dated, expressly refers to the Contract, and is signed by a dulyauthorizedrepresentativeof each partyhereto.

GCC.4.9. IndependentContractor

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

SubjecttotheprovisionsoftheContract,theContractorshallbesolelyresponsible for the manner in which the Contract is performed. All employees,representatives or Sub-contractors engaged by the Contractor in connectionwiththeperformanceoftheContractshallbeunderthecompletecontrolof the Contractor and shall not be deemed to be employees of the Purchaser, andnothingcontainedintheContractorinanysubcontractawardedbytheContractor shall be construed to create any contractual relationship betweenanysuch employees,representatives orSub-contractors and thePurchaser.

GCC.4.10. JointVentureisnotpermitted.

GCC.4.11. Non-Waiver

AnywaiverofPurchaser's/bidder'srights,powersorremediesundertheContractmu stbeinwriting,mustbedatedandsignedbyanauthorizedrepresentative of the Purchaser/bidder granting such waiver, and must specifytheright and theextent to which it is beingwaived.

Subject to above, no relaxation, forbearance, delay or indulgence by eitherparty in enforcing any of the termsand conditions of the Contract or thegrantingoftimebyeitherpartytotheothershallprejudice,affectorrestrictthe rights of that party under the Contract, nor shall any waiver by either partyof any breach of Contract operate as waiver of any subsequent or continuingbreachof Contract.

GCC.4.12. Severability

If any provision or condition of the Contract is prohibited or rendered invalidorunenforceable,suchprohibition,invalidity orunenforceability shallnotaffect the validity or enforceability of any other provisions and conditions oftheContract.

GCC.5. Governing Law

The Contract shall be governed by and interpreted in accordance with laws inforce in India including any such Laws passed or made or coming into forceduring the period of the Contract. The Courts of Kolkata shall have exclusivejurisdictionin all matters arisingunder theContract.

GCC.6. Disputes

GCC.6.1. Adjudicator

GCC.6.1.1.If any dispute or difference of any kind whatsoever shall arise between thePurchaser and the Contractor in connection with or arising out of the Contractincluding without prejudice to the generality of the foregoing, any questionregardingitsexistence,validityortermination,ortheexecutionoftheWorks —whether during the progress of the Works or after their completion andwhetherbeforeorafterthetermination,abandonmentorbreachoftheContract— the parties shall seek to resolve any such dispute or difference bymutual consultation. In the first instance, the reference of any such dispute/difference shall be made to the Project Manager as mentioned in GCC.18. Ifthe 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 copyto theotherparty.

GCC.6.1.2. TheAdjudicatorshallgiveitsdecisioninwritingtobothpartieswithinthirty (30) days of a dispute being referred to it. If the Adjudicator has done so, andno notice of intention to commence arbitration has been given by either thePurchaserortheContractorwithinsixty (60)daysofsuchreference,thedecisionshallbecomefinalandbindinguponthePurchaserandtheContractor.Anydecisionthathasbecomefinalandbindingshallbeimplemented bythe parties forthwith.

GCC.6.1.3.The Adjudicator shall be jointly appointed by the Purchaser and the Contractorunder the Contract. Failing agreement between the two within thirty (30) days,the Adjudicator shall be appointed under the Contract on the request of eitherpartybytheAppointingAuthorityspecified in theSCC.

GCC.6.1.4.ShouldtheAdjudicatorresignordie,orshouldthePurchaserandtheContractoragreethat theAdjudicatorisnotfulfillingitsfunctionsinaccordance with the provisions of the Contract; another Adjudicator shall bejointly appointed by the Purchaser and the Contractor under the Contract.Failing agreement between the two within thirty (30) days, the Adjudicatorshall be appointed under the Contract on the request of either party by theAppointingAuthorityspecifiedintheSCC.TheAdjudicatorshallbepaidfee

plusreasonableexpendituresincurredintheexecutionofitsdutiesasAdjudicator under the Contract. These costs shall be divided equally betweenthePurchaserand the Contractor.

GCC.6.2. Arbitration

GCC.6.2.1.If either the Purchaser or the Contractor is dissatisfied with the Adjudicator'sdecision, or if the Adjudicator fails to give a decision within thirty(30) days ofa dispute being referred to it, then either the Purchaser or the Contractor may,withinsixty (60) days of such reference, give notice to the other party, with acopyforinformationtotheAdjudicator,ofitsintentiontocommencearbitration,ash ereinafterprovided,astothematterindispute,andnoarbitration in respect of this matter may be commenced unless such notice isgiven.

GCC.6.2.2.Any dispute, in respect of which a notice of intention to commence arbitrationhas beengiven, in accordance withGCC.6.2.1, shall be finally settled byarbitration. Arbitration may be commenced prior to or after completion of theWorks.

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

GCC.6.2.4. The Purchaser and the Contractor shall each appoint one arbitrator, and thesetwo (2) arbitrators shall jointly appoint a third arbitrator, who shall chair thearbitration panel. If the two arbitrators do not succeed in appointing a thirdarbitrator within thirty (30) days after the latter of the two (2) arbitrators hasbeen appointed, the third arbitrator shall, at the request of either party or thearbitrators, be appointed by the Appointing Authority for arbitrator designatedin theSCC.

GCC.6.2.5.If one party fails to appoint its arbitrator within fifty (50) days after the otherparty has named its arbitrator, the party which has named an arbitrator mayrequesttheAppointingAuthorityto appoint thesecond arbitrator.

GCC.6.2.6. If, for any reason, an arbitrator is unable to perform its function, the mandateoftheArbitratorshallterminateinaccordancewiththeprovisionsofapplica ble laws as mentioned in GCC.5 and a substitute shall be appointed inthesame manner as the original arbitrator.

GCC.6.2.7.Arbitration proceedings shall be conducted (i) in accordance with the rules ofproceduredesignatedintheSCC,(ii)intheplacedesignatedintheSCC,and (iii)inthe languagein whichthis Contracthas beenexecuted.

GCC.6.2.8. The decision of a majority of the arbitrators (or of the third arbitrator chairingthearbitrationpanel,ifthereisnosuchmajority)shallbefinalandbindingand shall be enforceable in any court of competent jurisdiction as decree of thecourt. The parties thereby waive any objections to or claims of immunity fromsuchenforcement.

GCC.6.2.9. Thearbitrator(s)shallgivereasoned award.

GCC.6.3.NotwithstandinganydisputeswithreferencetotheContractpendingforadjudicationorarbitration,theContractorshallcontinuetoperformhisobligations in connection with the Works in accordance with the Purchaser'sdecisionorinstruction,andPurchasershallalsocontinuetoperformhisobligations under the Contract including payment of any monies due to theContractor.

GCC.7. CompliancewithLaws

GCC.7.1. CompliancewithLaws,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 theprovisionsofany nationalorstatestatute,ordinanceorotherlaworanyregulationor bye-law of anydulyconstitutedauthority.

GCC.7.2. StatutoryObligations
TheContractorshalladheretothestatutory provisionsunderPaymentofMinimumWagesAct,ContractLabour(Regulation&Abolition)Act,Employee'sProvidentFund&MiscellaneousProvisionsAct,Workmen'sCompensationActandotherrelevantstatutes.Non-compliianceofthestatutory provisionsinrespectofcontractlabourengagedinthejobmayattract penal action against Contractor from the law enforcing authorities. Allliabilities arising out of the non-compliance of the Law of the land will have tobe borne by the Contractor and WBSETCL will not be responsible in anymannerwhatsoeverforthesame.

GCC.7.3. The Contractor shall indemnify and hold harmless the Purchaser from andagainstanyandallliabilities,damages,claims,fines,penaltiesandexpensesof whatever nature arising or resulting from the violation of such laws by theContractor or its personnel, including the Sub-contractors and their personnel,butwithout prejudicetoGCC.9.1 hereof.

B. Subject matter of ContractGCC.8. ScopeofWorks

GCC.8.1.UnlessotherwiseexpresslyprovidedintheTechnicalSpecifications,theContractor'sobligationscovertheprovisionofallEquipment/Materialsincluding spares andthe performance of allservices required for the design,themanufacture(includingprocurement,qualityassurance,construction,installation,associatedcivil,structuralandotherconstructionworksanddelivery)oftheEquipment/Materialsandtheinstallation,commissioning,completion of the Works and carrying out completion tests for the Works inaccordance with the plans, procedures, Specifications, drawings, codesandanyotherdocumentsasspecifiedintheTechnicalSpecifications.SuchSpecifications include, but are not limited to, the provision of supervision andengineering services; the supply of labour, materials, Equipment, spare

parts(asspecifiedinGCC.8.3)andaccessories;Contractor’sEquipment;

constructionutilitiesandsupplies;temporarymaterials,structuresandfacilities; transportation (including, without limitation, unloading and haulingto, 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 setforthin Appendix5 to theContract Agreement.

GCC.8.2. The Contractor shall, at no extra cost to the Purchaser, unless specificallyexcluded in the Contract, perform all such Works and/or supply all such itemsandmaterialsnotspecificallymentionedintheContractbutthatcanbereasonablyinferredfromtheContractasbeingrequiredforattainingsuccessful completion of the Works as if such Works and Materials wereexpresslymentioned in the Contract.

GCC.8.3.The Contractor agrees to supply spare parts required for the operation andmaintenanceoftheWorksasperprovisionofsubsequentsubclausesofGCC.8.3

GCC.8.3.1.AllthesparesfortheEquipment/materialundertheContractwillstrictlyconformtotheSpecificationandotherrelevantdocumentsandwillbeidentical to the corresponding main Equipment/Materials supplied under theContractand shall befullyinterchangeable.

GCC.8.3.2. All the spares covered under the Contract shallbe manufactured along withthe main Equipment/ Materials as a continuous operation and the delivery ofthe spares will be effected along with the main Equipment/ Materials in aphased manner and thedelivery would be completed by therespective datesforthevariouscategories of Equipment/ Materials aspertheagreedProgram.

GCC.8.3.3.The Contractor will provide the Purchaser with the manufacturing drawings,catalogues,assemblydrawingsandanyotherdocumentrequiredbythePurchaser so as to enable the Purchaser to identify the spares. Such detailswill be furnished to the Purchaser as soon as they are prepared but in any casenot later than six (6) months prior to commencement of manufacture of thecorrespondingmainEquipment/Materials.

GCC.8.3.4.In addition to the spares covered in the Scope of Work, if the Purchaser furtheridentifies certain items of spares, the Contractor will submit the prices anddelivery quotation for such spares within thirty (30) days of receipt of suchrequestwithavalidityperiodofsix(6)monthsforconsiderationbythePurchaser and placement of order for additional spares, if the Purchaser sodesires.

GCC.8.3.5.Thequalityplanandtheinspectionrequirementfinalisedforthemain Equipment/ Materialswillalso beapplicableto the correspondingspares.

GCC.8.3.6.TheContractorwillprovidethePurchaserwithalltheaddressesandparticularsofhisSub-contractorswhileplacingtheorderforEquipment/Materials covered under the Contract and will further ensure with his vendorsthat the Purchaser, if so desires, will have the right to place order for sparesdirectlyon them on mutuallyagreed terms based on offers of such vendors.

GCC.8.3.7.TheContractorshallguaranteethelong-termavailability ofsparestothePurchaserfor thefulllife of theEquipment/MaterialscoveredundertheContract.TheContractorshallguarantee thatbeforegoingoutofproductionof spare parts of the Equipment/ Materials, he shall give the Purchaser at leasttwelve(12)monthsadvancenoticesothatthelattermayorderhisbulkrequireme ntofspares,ifhesodesires.Thesameprovisionwillalsobeapplicableto Sub-Contractorofany sparesby theContractororhisSub-Contractors.Further,incaseofdiscontinuanceofmanufactureofanysparesby theContractororhisSub-Contractors,theContractorwillprovidethePurchaser, two (2) years in advance, full manufacturing drawings, materialspecificationsandtechnicalinformationrequiredby thePurchaserforthepurposeof manufactureof 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 sourcesat the risk and the cost of the Contractor and recover from the Contractor, theexcess amount paid by the Purchaser, if any, over the rates worked on theabove basis. In the event of such risk purchase by the Purchaser, the purchaseswillbeasperthe ProcurementPolicyandProceduresofthePurchaserpreva lent at the time of such purchases and the Purchaser at his option mayincludearepresentativefromthe Contractor infinalizingthe purchases.

GCC.8.3.9.Itisexpressly understoodthatthefinalsettlementbetweentheparties,interms of relevant clauses of the Contract Documents shall not relieve theContractorofanyofhisobligationsundertheprovisionoflongtermavailability of spares unless otherwise discharged expressly in writing by thePurchaser.

GCC.8.3.10.TheContractorshallwarrantthatallsparessuppliedwillbenewandinaccordance with the Contract Documents and will be free from defects indesign,material and workmanship

GCC.9. ObligationsoftheContractor

GCC.9.1.The Contractorshall,inaccordance withthe Contract,withdue careanddiligence, carry out theWorks asnecessary for successful completionofalltheobligations, within thetime for completion.

GCC.9.2.The Contractor confirms that it has entered into this Contract on the basis of aproper examination of the conditions and circumstances at the Site affectingthe Contract Price, and on the basis of information that the Contractor couldhave obtained from a visual inspection of the Site including existing roads andbridges and other means of access to the Site, presence of obstructions on theSite. The Contractor acknowledges that any failure to acquaint itself with allsuchdataandinformationshallnotrelieveitsresponsibilityforproperlyestimatin gthe difficultyor costof successfullyperformingtheWorks.

GCC.9.3. The Contractor shall acquire in its name all permits, approvals and/or licensesfromalllocal,stateornationalgovernmentauthoritiesorpublicservice

undertakingsinthecountry/statewheretheSiteislocatedthatarenecessaryforthe performanceof theContract.

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 berequiredfor execution ofWorks.

GCC.10. ObligationsofthePurchaser

GCC.10.1.The Purchaser shall ensure the accuracy of all information and/or data to besuppliedbythePurchaserasdescribedinAppendix5totheContractAgreement,except whenotherwiseexpresslystated intheContract.

GCC.10.2.ThePurchasershallberesponsibleforacquiringandprovidinglegalandphysical possession of the Site and access thereto except where providingaccess is included in the scope of work of the Contractor, as specified inAppendix5totheContractAgreement.ThePurchasershallgivefullpossession of and accord all rights of access thereto on or before the date(s)specifiedin Appendix5 to the Contract Agreement.

GCC.10.3.The Purchaser shall acquire and pay for all permits, approvals and/or licensesfromalllocal,stateornationalgovernmentauthoritiesorpublicserviceundertakings where the Site is located, which such authorities or undertakingsrequirethePurchasertoobtaininthePurchaser'snamefortheexecution ofthe Contract (they include those required for the performance by both theContractorandthePurchaseroftheirrespectiveobligationsundertheContract),including thosespecifiedinAppendix5 totheContractAgreement.

GCC.10.4.Withoutprejudice tothe obligationsof the Contractorunder the ContractAgreement, if requested by the Contractor, the Purchaser shall use its bestendeavors to assist the Contractor in obtaining in a timely and expeditiousmannerallpermits,approvalsand/orlicensesnecessaryfortheexecution ofthe Contract from all local, state or national government authorities or publicserviceundertakingsthatsuchauthoritiesorundertakingsrequiretheContractororSub-contractorsorthepersonneloftheContractororSub-contractors,as the casemaybe, to obtain.

GCC.10.5.ThePurchasershallprovidesufficient,properlyqualifiedoperatingandmaintenance personnel; shall supply and make available all raw materials,utilities, lubricants, chemicals, catalysts, other materials and facilities and shallperform work and services of whatsoever nature, all as specified in Appendix-6 to the Contract Agreement, to enable the Contractor to properly carry outCommissioning and Guarantee Tests at or before the time specified in theProgramfurnishedbytheContractorunderGCC.20.2hereofandinthemanner thereupon specified or as otherwise agreed upon by the Purchaser andtheContractor

GCC.10.6. The Purchaser shall be responsible for facilitating the Test(s) on completion oftheWorks, in accordancewithGCC.25

GCC.10.7.All costs and expenses involved in the performance of the obligations underGCC.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 theContractor,in accordancewithAppendix5 totheContractAgreement.

C. Payment

GCC.11. ContractPrice

GCC.11.1.TheContractPriceshallbeasspecifiedinArticle2oftheContractAgreement.

GCC.11.2.TheContractPriceshallbeadjustedinaccordancewithprovisionsofAppendix-2 to the Contract Agreement wherever specified in the ContractAgreement.

GCC.11.3.Subject to GCC.10.1 hereof, the Contractor shall be deemed to have satisfieditself as to the correctness and sufficiency of the Contract Price, which shall,exceptasotherwiseprovidedforintheContract,coverallitsobligationsunderth eContract.

GCC.12. TermsandProcedureforPayment

The payments to the Contractor for the performance of the Contract will bemade by the Purchaser as per terms and conditions specified in Appendix 1 tothe Contract Agreement. No payment made by the Purchaser herein shall bedeemed to constitute acceptance by the Purchaser of the Works or any partthereof.Thecurrencyofpayment shallbeIndian rupees.

GCC.13. Securities

GCC.13.1. InterestbearingAdvance PaymentSecurity

a) Interest bearing Mobilisation Advance shall be allowed to the Vendor (s)@10%of thevalue of Supplyitems only.
The Contractor shall, within thirty (30) days of the LoA of Contract, provide asecurityinanamountequaltotheinitial**interestbearing**mobilisationadvance calculated in accordance with Appendix 1 to the Contract Agreement,valid till ninety (90) days after scheduled issuance of Taking-Over Certificateas per GCC.29 with a claim period of thirty (30) days. The advance paymentsecurityshallbeintheformofanunconditionalandirrevocableBankGuara ntee as per Annexure: 4/4a of Section VIIB from an Indian scheduledbank. The payment of initial advance shall be subject to deduction of tax atsourceas per law.

b) The**interestbearingmobilisationadvance**willbekeptoutsidethepurviewofPr icevariationClauseandwillbeadjustedasperAppendix2totheContractAgreement. ThisBankGuaranteeshallbereturnedtotheContractorafterfulladjustmentofadvan ceandagainstrequestbytheContractor. The validity of Bank Guarantee would require to be extended bytheContractor, if so required bythePurchaser.

c) The rate of interest of Mobilisation Advance shall be as mentioned in Serialno. 11 of the SCC and the Mobilisation Advance shall be recoverable withinthescheduledperiodoftheworkmentionedagainsttheprogressivebills/claims. In case the completion of the project gets extended on account ofdelay from the Vendor's end, the balance amount of Mobilisation Advancelying with the Vendor, along with interest, shall be recovered from the Vendorfromthelastbillraised byhim beforethescheduledcompletion ofthe project.

d) TheVendorhastosubmitaBankGuaranteetowardsSecurityofMobilisationAdvanceamountingto 110 % oftheadvance.

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

f) IncaseofanydownwardvariationoftheLOAprice,theexcessMobilisation Advance initially granted at pre revised value of the LOA priceshall be adjusted along with the interest thereupon in one instalment with theimmediatenext bill raisebytheVendorimmediatelyafter suchrevision.

GCC.13.2. ContractPerformanceGuarantee

GCC.13.2.1.The Contractor shall furnish an unconditional and irrevocable Bank Guaranteein favour of the Purchaser as per Annexure: 3/3a of Section VIIB, towardsPerformance security forfaithful and due fulfilment of all obligations underthe Contract within thirty (30) days from the date of LoA. Bank Guaranteeshall be furnished for an amount equal to ten percent (10%) of the ContractPriceofalltheContracts,fromaScheduledBankinIndia.TheBankGuarantee shall be valid for ninety (90) days after Defect Liability Period withfurther claim period for ninety (90) days thereafter. The value of the BankGuaranteeisnottobeconstruedaslimitingthedamagesunderDefectsLiability Period. The Purchaser reserves the right to verify the authenticity oftheBankGuaranteefromthe issuingbank.

GCC.13.2.2.The Contract Performance Guarantee is liable to be invoked on demand ofWBSETCL, for any breach under the Contract irrespective of any dispute ordifference between WBSETCL and the Contractor, pending before any court,tribunalor anyother authority,

GCC.13.3. ThePerformanceGuaranteeshallbereturnedtotheContractorwithinninety (90)daysafterreceiptofapplicationforreleaseofPerformanceBankGuarantee along with certification regarding completion of Defects LiabilityPeriod. No claim shall be made against the Performance Guarantee after theissue of Defects Liability Certificate. However, no costs shall be paid for theBankGuaranteebythe Purchaser,irrespectiveofdate ofrelease.

GCC.14. TaxesDuties,andOtherLevies

GCC.14.1.Except as otherwise specifically provided in the Contract, the Contractor shallbearand pay all taxes, duties, levies and chargesassessed on the Contractor,itsSub-contractorsortheiremployeesbyallmunicipal,stateornationalgovernment authorities in connection with the Works. All taxes, **duties** - andlevies, including Central **Goods and Services Tax, West Bengal Goods andServices Tax, Integrated Goods and Services Tax** etc, - where applicableandpayableonEquipment/Materials,components,sub-assemblies,rawmaterialsandanyotheritemrequiredformanufactureoffinishedEquipment/Material or completion of Works shall be deemed to have beenincludedin**total valueofsupply of goods orservicesorboth.**

GCC.14.2. The Contractor shall be solely responsible for the taxes that may be levied onthe Contractor's persons or on earnings of any of his employees and shall holdthe Purchaser indemnified and harmless against any claims that may be madeagainstthePurchaser.ThePurchaserdoesnottakeanyresponsibilitywhatsoever regarding taxes under IndianIncome Tax Act, for the Contractoror his personnel.If it is obligatory under the provisions under the IndianIncome Tax Act, deduction of Income Tax at source shall be made by thePurchaser.

GCC.14.3.For the purpose of the Contract, it is agreed that the Contract Price specified inArticle 2 of the Contract Agreement is based on the taxes, duties, levies andcharges prevailing at the date seven (7) days prior to the last date of bidsubmission (hereinafter called "Tax" in this paragraph). If any rates of Tax areincreased 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 courseoftheperformanceofContract,whichwasorwillbeassessedontheContractor inconnectionwithperformanceoftheContract,anequitableadjustment of the Contract Price shall be made to fully take into account anysuch change by addition to the Contract Price or deduction there from, as thecasemaybe.However,theseadjustmentswouldberestrictedtodirecttransactions between the Purchaser and the Contractor/Associate/ Collaborator(if applicable). These adjustments shall not be applicable on procurement ofraw materials, intermediary components etc. by the Contractor and also notapplicable on the bought out items despatched directly by Sub-contractor(s) toSite.

GCC.14.4.The Contractor shall be responsible for Labour Welfare Cess applicable on thevalueoftheErectionContractunderBOCW(RECS)Act1996andBuilding& Other ConstructionWorkers Welfare Cess(BOCWWC) Act 1996(andsubsequent amendments thereof), which is to be deducted at source by thePurchaser fordepositioninto Govt. WelfareFund.

GCC.14.5. GoodsandServicesTax

GCC.14.5.1.**ContractorshallmentionHSNCode/SACCodeandrateofTaxesagainst all supplies of Goods or Services or both in it's Tax Invoice**.IncaseofallcomponentsEquipment/MaterialsidentifiedbytheContractor

and

WBSETCL to be despatched directly by the Sub-contractor(s) to WBSETCLSite in a State different from the State wherein Sub-contractor's works arelocated, the Contractor shall affect sale in transit. For affecting the sale intransit, the Contractor shall ensure that his Sub-contractor raises **Tax** invoicesin the Contractor's name (and not in the name of WBSETCL) and obtainsGR/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 thenameofWBSETCLduringtransitoftheEquipment/Materialsbeforethedelivery of Equipment/Materialsis taken byWBSETCL.

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 thePurchaser and the Contractor, if imposed on the Equipment/Materialsincludingspares 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 theContractor.

GCC.14.6. TaxdeductionatsourceunderGST

WBSETCL shall deduct tax from the payment made or credited to the supplieron the value of taxable supply, where the total value of such supply, under acontract, exceed Two Lakh and Fifty Thousand Rupees at a rate of one percentorat such rateprevailing from timeto time**.**

GCC.14.7. Servicetax

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 issuenecessarycertificate to thecontractor.....**NOT APPLICABLE**

GCC.14.8. Excise duty

Forownmanufactureditems,theContractorshallindicatethepercentageapplicable and also the amount of excise duty against each item and ex-workspriceoftheEquipment/MaterialswithinspecifiedcolumnofthePriceSchedule. The same will be paid extra, on production of original documentaryevidence, at the rate applicable at the time of physical delivery provided thephysical delivery is made within the stipulated delivery time from the date ofissue of despatch clearance and the offer of inspection is received within theschedule delivery period. In case of bought out items, the payment will bereleasedontotalitybasisasdetailedinAppendix1totheContractAgreement..... .....**NOTAPPLICABLE**

GCC.14.9.In case however, the Equipment / Materials are offered for inspection after theschedule delivery period, **CGST plus WBGST, or IGST, as thecasemaybe,** will be paid at the rate prevailing at the time of scheduled delivery periodoractual deliveryperiod,whicheveris lower, incaseofdirect transactions.

GCC.14.10.**CGST plus WBGST, or IGST, as the case may be,** as applicable on PriceVariation for own manufactured items as provided in BDS will be allowed asadmissibleagainst documentaryevidence.

D. Intellectual

PropertyGCC.15. PatentRights&Royalties

GCC.15.1.RoyaltiesandfeesforpatentscoveringEquipment/Materials,articles,apparatus, devices or processes used in the Works shall be deemed to havebeen included in the Contract Price. The Contractor shall satisfy all demandsthat may be made at any time for such royalties or fees and he alone shall beliable for any damages or claims for patent infringements and shall keep thePurchaserindemnified in that regard.

GCC.15.2.The Contractor shall, subject tothe Purchaser'scompliancewith GCC.15.3,indemnify and hold harmless the Purchaser , his successors or assignees ,itsemployeesandofficersfromandagainstanyandallsuits,actionsoradministrative proceedings,claims,demands,losses,damages,costs,andexpenses of whatsoever nature, including attorney's fees and expenses, whichthePurchasermaysufferasaresultofanyinfringementorallegedinfringement ofanypatent,utilitymodel,registereddesign,trademark,copyright or other intellectual property right registered or otherwise existing atthe date of the Contract by reason of : (a) the installation of the Works by theContractorortheuseoftheWorksinthecountrywheretheSiteislocated;and (b) the sale of the products produced by the Works in any country. Suchindemnity shall not cover any use of the Works or any part thereof other thanforthepurposeindicatedbyortobereasonablyinferredfromtheContract,any infringement resulting from the use of the Works or any part thereof, orany products produced thereby in association or combination with any otherEquipment/ Materials not supplied by the Contractor, pursuant to the ContractAgreement.

GCC.15.3. If any proceedings are brought or any claim is made against the PurchaserarisingoutofthemattersreferredtoinGCC.15.2,thePurchasershallpromptly give the Contractor a notice thereof, and the Contractor may at itsown expense and in the Purchaser's name conduct such proceedings or claimand any negotiations for the settlement of any such proceedings or claim.Ifthe Contractor fails to notify the Purchaser within thirty (30) days after receiptof suchnotice thatit intends to conduct any such proceedings or claim,thenthe Purchaser shall be free to conduct the same on its own behalf.Unless theContractor has so failed to notify the Purchaser within the thirty (30) dayperiod, the Purchaser shall make no admission that may be prejudicial to thedefenceofanysuch proceedings or claim.

GCC.15.4. The Purchaser shall, at the Contractor's request, afford all available assistancetotheContractorinconductingsuchproceedingsorclaim,andshallbereimbursedbythe Contractorforall reasonableexpensesincurred insodoing.

GCC.15.5.All design and drawings submitted by the Contractor will be the property ofPurchaser. The Purchaser reserves the right to use the same in its future projectwithout any further reference and additional charges to the Contractor for suchuse.

GCC.15.6. The Purchaser's Drawings, Specification and other information submitted bythe Purchaser to the Contractor shall remain the property of the Purchaser.Theyshallnot,withouttheconsentofthePurchaser,beused,copiedorcommunicated toa third party by theContractor unless necessary forthepurposes of the Contract. Any error in any such drawing/Specification etc.shallnot absolve theContractor ofhis responsibility.

GCC.16. ConfidentialInformation

GCC.16.1.ThePurchaserandtheContractorshallkeepconfidentialandshallnot,without the written consent of the other party hereto, divulge to any third partyany documents,dataorother informationfurnisheddirectly or indirectly bytheotherpartyheretoinconnectionwiththeContract,whethersuchinformation has been furnished prior to, during or following termination of theContract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor(s) such documents, data and other information it receives from thePurchaser to the extent required for the Sub-contractor(s) to perform its Worksunder the Contract, in which event the Contractor shall obtain from such Sub-contractor(s) an undertaking of confidentiality similar to that imposed on theContractorunder this Clause GCC.16.

GCC.16.2. The obligation of a party under GCC.16.1 above, however, shall not apply tothatinformationwhich

a. noworhereafter entersthepublicdomainthrough no faultof that party

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

c. otherwise lawfully becomes available to that party from a third party that hasnoobligation ofconfidentiality

GCC.16.3.The above provisions of this Clause GCC.16 shall not in any way modify anyundertaking of confidentiality given by either of the parties hereto prior to thedateofthe Contract in respect of theWorksor anypart thereof

GCC.16.4.The provisions of this Clause GCC.16 shall survive termination, for whateverreason,of theContract.

GCC.17. Advertising

AnyadvertisingstatingthesubjectofthisContractbytheContractorinIndiaorinforeign countriesshall besubject toapprovalof thePurchaserpriortothe

publication.Publicationofapprovedarticles,photographsandothersimilarmaterial sshallcarryacknowledgment to the Purchaser.

E. Work

ExecutionGCC.18.

Purchaser'srepresentative

GCC.18.1.The Purchaser shall appoint an experienced engineer designated as the ProjectManager who shall carry out the functions and obligations of the PurchaserundertheContract.

GCC.18.2.The Purchaser may from time to time appoint some other person as the ProjectManagerinplace of the person previously soappointed, and shallgive anotice of the name of such other person to the Contractor without delay. ThePurchasershalltakereasonablecaretoseethatnosuchappointmentismadeat such a time or in such a manner as to impede the progress of Works. TheProject manager shall represent andactfor thePurchaser at all times duringthecurrencyof theContract.

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

GCC.18.4.Allnotices,instructions,orders,certificates,approvalsandallothercommunications under the Contract shall be given by the Project Manager,except as herein otherwise provided. All notices, instructions, information andother communications given by the Contractor to thePurchaser under theContract shall be given to the Project Manager, except as herein otherwiseprovided.

GCC.18.5.The Project Manager may authorize his representative as site-in-charge for theWorks.TheProjectManager willalso betheconsigneeofficerfor theWorks.

GCC.19. Contractor'srepresentative

GCC.19.1. If the Contractor's representative is not named in the Contract, then withinfifteen (15) days of the Commencement Date, the Contractor shall appoint theContractor'srepresentativeandshallrequestthePurchaserinwritingtoapprove the person so appointed. If the Purchaser makes no objection to theappointment within fifteen (15) days, the Contractor's representative shall bedeemed to have been approved. If the Purchaser objects to the appointmentwithin fifteen (15) days giving the reason thereof, then the Contractor shallappoint a replacementwithin fifteen (15) daysof suchobjection, andtheforegoingprovisions of this Sub-ClauseGCC.19.1 shall applythereto.

GCC.19.2.The Contractor's representative shall represent and act for the Contractor at alltimesduringthecurrencyoftheContractandshallgivetotheProjectManager all the Contractor's notices, instructions, information and all othercommunicationsunder theContract.

GCC.19.3.AnyinstructionornoticewhichthePurchasergivestotheContractor'srepresentative(s) shall be deemed to have been given to the Contractor. Aninstruction book shall be kept at Site to record instruction of the Purchaser orhisrepresentativeat thetimeofSite visit.

GCC.19.4.TheContractorshallnotrevoketheappointmentoftheContractor’srepresentative without the Purchaser’s prior written consent, which shallnotbe unreasonably withheld. If the Purchaser consents thereto, the Contractorshallappointsomeotherpersonasthecontractor’sRepresentative,pursuanttotheprocedureset out inGCC.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 personany of the powers, functions and authorities vested in him or her. Any suchdelegation may be revoked at any time. Any such delegation or revocationshall be subject to a prior notice signed by the Contractor’s representative, andshallspecifythepowers,functionsandauthoritiestherebydelegatedorrevoked. No such delegation or revocation shall take effect unless and until acopy thereof has been delivered to thePurchaser and the Project Manager.Any act or exercise by any person of powers, functions and authorities sodelegated to him or her in accordance with this Sub-Clause GCC.19.5 shall bedeemedto bean act orexercise bythe Contractor’srepresentative.

GCC.19.6. The Contractor shall in addition to a Contractor’s representative, employ oneor more competent representative(s) to superintend the carrying out of theWorks at Site. Such representative shall be fluent to communicate in localLanguage for day to day work. Their names and contact addresses shall becommunicatedinwritingto thePurchaserbeforecommencementof Works.

GCC.19.7.The Purchaser may, by notice to the Contractor, object to any representative orperson employed by the Contractor in theexecution of the Contract ,who, inthe reasonable opinion of the Purchaser, may behave inappropriately, may beincompetentornegligent,ormaycommitaseriousbreachoftheSiteregulationsprovided under GCC.23.6. The Purchaser shallprovideevidenceof the same, whereuponthe Contractor shall remove such person fromtheSite.

GCC.19.8. If any representative employed by the Contractor is removed in accordancewithGCC.19.7,theContractorshall,whererequired,promptlyappointa replacement.

GCC.20. Program

GCC.20.1.The Contractor shall supply to the Purchaser and the Project Manager a chartshowing the proposed organization to be established by the Contractor forcarryingouttheWorks.Thechartshallincludetheidentitiesofthekeypersonnelto getherwiththecurriculavitaeofsuchkeypersonneltobeemployed within twenty (20) days of the LoA. The Contractor shall promptlyinform the Purchaser and the Project Manager in writing of any revision oralterationofsuchan organization chart.

GCC.20.2. TheContractorshallsubmittothePurchaserforhisapprovaltheProgram ,withinthirty(30)daysofLoA,madeintheformofL2networkwithrespectto Contract ,where such L2 network is required, which shall, interalia, containthefollowing:

a. the order in which the Contractor proposes to carry out the Works (includingbut not limited to design, engineering, manufacture, supply, finalization ofSub-contractors, Quality plans, transport, delivery to Site, assemble, erection,testingand commissioning),

b. the date(s) by which the Contractor reasonably requires that thePurchasershallhavefulfilleditsobligationsundertheContractsoas toenabletheContractor to execute the Contract in accordance with the Program and toachieveCompletionandconductanceofguaranteetestoftheWorksinaccordance with theContract

c. the times of submission and approval of the Contractor's

DrawingsGCC.20.2.1.

d. TheProgramsosubmittedbytheContractorshallbeinaccordancewiththe Time Schedule included in Appendix 4 to the Contract Agreement and anyother dates and periods specified in the Contract. The Contractor shall updateand revise the Program as and when appropriate or when required by theProjectManager,butwithoutmodificationintheTimeforCompletionandany extension granted in accordance with GCC.42, and shall submit all suchrevisionsto the Project Manager.

GCC.20.2.2.ThisProgramshallshowclearly allactivities anditsdurationalong withearliestandlatestdatesandthefirstandlastdatesofsubmissionofthedrawings and each date of shop inspection by the Purchaser and critical pathfor the Works. The Program approved by the Purchaser shall form part of theContract.

GCC.20.2.3.The approval by the Purchaser of the Program shall not relieve the Contractorfrom anyobligation under theContract towards timelycompletion ofWorks.

GCC.20.2.4.The L2 network shall also be the contractual schedule for the purpose ofregulatingpricevariationprovisions, if any,in theContract.

GCC.20.2.5.OnceL2networkhasbeenfinalized,norevisionshallnormallybepermittedaslongasth escopeofworkremainsunchanged.However,incasesofincrease in quantities, while executing the work as per original scope; suitableadjustmentsmay bemadewithoutaffecting thetimeforcompletion.Therevision in L2 network, for aforesaid reasons, shall be done with the approvalthePurchaser.

GCC.20.2.6.If the scope of work undergoes changes during execution stage resulting intoadditional scope over that originally provided, for which the Contractor

insistsextensionintimeforcompletion,suchextensionshallbegrantedwhileorderin g additional scope of work. Contractor shall submit revised L2 networkforapproval of thePurchaser.

GCC.20.2.7.In case the scope of work does not change but the time for completion isextended because of delayed commencement of the work on account of nonfulfilment of obligations by WBSETCL or because of any other reasons notattributable to Contractor, L2 network shall be suitably revised as per theextendedtimeforcompletion.Oncethetimeforcompletionhasbeenextended with the approval of Purchaser, Contractor shall submit revised L2networkfortheapproval of Purchaser.

GCC.20.3. ProgressReport

The Contractor shall monitor progress of all the activities specified in thePrograme referred to in GCC.20.2, and supply a progress report to the ProjectManagereverymonth, with acopyto officials asmentioned in the SCC.

The progress report shall be in a form acceptable to the Project Manager andshall also indicate: (a) percentage completion achieved compared with theplanned percentage completion for each activity; and (b) where any activity isbehind the Program, giving comments and likely consequences and stating thecorrectiveaction beingtaken.

GCC.20.4. ProgressofPerformance

IfatanytimetheContractor'sactualprogressfallsbehindtheProgramreferred to in GCC.20.2 , or it becomes apparent that it will so fall behind, theContractorshall,attherequestofthePurchaserortheProjectManager,prepare and submit to the Project Manager a revised Program, taking intoaccount the prevailing circumstances, and shall notify the Project Manager ofthe steps being taken to expedite progress so as to attain Completion of theWorkswithinthe Time for CompletionasstatedinSCC,or withinsuchextendedtime to whichthe Contractor shallbeentitled underGCC.42.2.

GCC.21. DesignandEngineering

GCC.21.1. TheContractorshallsubmit tothe Purchaserforapproval:

a. Within the time given in the Contract or in thePrograme such documentsincluding drawings,samples,modelsorinformationasmay becalledfortherein, and in the numbers therein required, in a sequential order of executionand

b. During the progress of the Works, such documents of the general arrangementand details of the Works as specified in the Contract. The Purchaser shallsignify his approval or disapproval as detailed inthe schedule and procedureofdocumentsapproval indicated below.

GCC.21.2. The Contractor shall prepare (or cause its Sub-contractors to prepare) andfurnishtotheProjectManagerthedocuments,includingManufacturingQuality Plan and Field Quality Plan wherever required, listed in Appendix 5 tothe Contract Agreementfor its approval or review as specified and asinaccordancewith therequirements of GCC.20.2.

GCC.21.3. Any part of the Works covered by or related to the documents to be approvedbythePurchasersRepresentativeshallbeexecutedonlyafterthe ProjectManager'sapproval thereof

GCC.21.4.The Contractor shall supply additional copies of approved documents in theformatand numbers stated in theContract.

GCC.21.5.The following Schedule and Procedure of Documents Approvalhas to befollowed

Sl.No	Step	Action/ApprovedStatus Duration
1)	FirstsubmissionbyContractor(asperapprovedsubmittedProgram)	Commented A–Approved B–Approvedsubjecttoincorporationofcomments/modificationsinFinalDocumentsaswellasimplementationofthosecommentsduringmanufactureorservicesasapplicable C–Returnedwithcommentsforre-submissionafterincorporationofcorrections.
		30days
2)	Secondsubmissionby Contractorwithin10(ten) days.	For 'B'–ApprovedDocuments Resubmitted with incorporation of comments /modificationswithRevisionNo. For 'C'– Approved Documents Returnedwith Corrections / changes with modifiedRevisionNo.
		15days
3)	Thirdsubmissionbythe Contractorwithin7(seven) days	For'A'approved.
		15days
4)	Submissionof'A'approveddocumentsbyContractor.	'A' –Approved documents with number ofcopies specified for distribution stampedwith"Released forConstruction".

Notes:

a. Whilesubmittingdocuments,Contractorshalltakeutmostcaretogetitapproved in 'A' Category.In case of approval accorded by the Purchaser in'B' &'C'Category,there-submission shouldbefor'A'approval only.

b. Anydelaywhatsoeverintheprocessofsubmissionofdocumentsunderdifferentstagesshallbe on the Contractor'saccount.

c. Resubmission of 'B' category and 'C' category shall be within seven (7) daysand ten (10) days respectively to be recorded from the date of return of suchdocuments.

GCC.21.6. If any dispute or difference occurs between thePurchaser and the Contractorin connection with or arising out of the disapproval by the Project Manager ofanydocumentand/oranymodification(s)theretothatcannotbesettledbetween the parties within a reasonable period, then such dispute or differencemaybereferredtoanAdjudicatorfordeterminationinaccordancewithGC C.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 theContractor's view on the dispute, then the Contractor shall be reimbursed bythe Purchaser for any additional costs incurred by reason of such instructionsand shall be relieved of such responsibility or liability in connection with thedispute and the execution of the instructions as the Adjudicator shall decide,andthe TimeforCompletion shallbeextended accordingly.

GCC.21.7.TheProjectManager'sapproval,withorwithoutmodificationofthedocument furnished by the Contractor, shall not relieve the Contractor of anyresponsibility or liability imposed upon it by any provisions of the Contractexcept to the extent that any subsequent failure results from modificationsrequiredbythe ProjectManager.

GCC.21.8. ApprovalofanydocumentsbythePurchasershallnotrelievetheContractorof his responsibility for the accuracy thereof or modification required duringactual execution or for any deviation in scheme from Technical Specificationwithaccepted deviationsif therebeany.

GCC.22. Procurement

GCC.22.1.TheContractorshallmanufactureorprocureandtransportalltheEquipment/Materialsin anexpeditious and orderlymanner to theSite.

GCC.22.2. Purchaser-SuppliedEquipment,andMaterials

If Appendix 5 to the Contract Agreement provides that the Purchaser shallfurnishanyspecificitemsofmachinery,Equipment/MaterialstotheContractor ,thefollowing provisions shall apply:

GCC.22.2.1. The Purchaser shall, at its own risk and expense, transport each item to theplace on or near the Site as agreed upon by the parties and make such itemavailable to the Contractor at the time specified in the Program furnished bytheContractor, pursuant toGCC.20.2 unlessotherwisemutuallyagreed.

GCC.22.2.2.Upon receipt of such item, the Contractor shall inspect the same visually andnotify the Project Manager of any detected shortage, defect or default. ThePurchaser shall immediately remedy any shortage, defect or default, or theContractor shall, if practicable and possible, at the request of the Purchaser,remedysuchshortage,defectordefaultatthePurchaser'scostandexpense

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After inspection, such item shall fall under the care, custody and control of theContractor. The provision of this Sub-Clause GCC.22.2.2 shall apply to anyitem supplied to remedy any such shortage or default or to substitute for anydefectiveitem, orshall applytodefectiveitems thathavebeen repaired.

GCC.22.2.3.The foregoing responsibilities of the Contractor and its obligations of care,custodyandcontrolshallnotrelievethePurchaserofliabilityforanyundetected shortage, defect or default, nor place the Contractor under anyliability for any such shortage, defect or default whether under GCC.31 orunderanyother provision ofContract.

GCC.22.3. Transportation

GCC.22.3.1.TheContractorshallatitsownriskandexpensetransportalltheEquipment/Materials and the Contractor's Equipment to the Site by the modeoftransportthattheContractorjudgesmostsuitableunderallthecircumstances .

GCC.22.3.2.Unless otherwise provided in the Contract, the Contractor shall be entitled toselectanysafemodeoftransportoperatedbyanypersontocarrytheEquipment/Materials andthe Contractor'sEquipment.

GCC.22.3.3.UpondespatchofeachshipmentoftheEquipment/andtheContractor'sEquipment, the Contractor shall notify the Purchaser by courier, email, post orbyfaxfollowedbypostconfirmationofthedescriptionoftheEquipment/Materials and of the Contractor's Equipment, the point and meansofdespatch,andtheestimatedtimeandpointofarrivalattheSite.TheContractor shall furnish the Purchaser with relevant shipping documents to beagreedupon between theparties.

GCC.22.3.4.The Contractor shall be responsible for obtaining, if necessary, approvals fromtheauthoritiesfortransportationoftheEquipment/MaterialsandtheContractor'sEquipmenttotheSite.ThePurchasershalluseitsbestendeavours in a timely and expeditious manner to assist the Contractor inobtaining such approvals, if requested by the Contractor.The Contractor shallindemnify and hold harmless the Purchaser from and against any claim fordamage to roads, bridges or any other traffic facilities that may be caused bythe transport of the Equipment/ Materials and the Contractor's Equipment tothe Site.

GCC.22.3.5. The contractor shall be responsible for supply of Mandatory Test Equipmentfor Fibre Optic Cable System after obtaining approval of the Purchaser and asspecifiedin PriceSchedule/technical specification.

GCC.23. Contractor'sConstructionManagement

GCC.23.1. SettingOut

The Contractor shall be responsible for the true and proper setting-out of theWorks in relation to bench marks, reference marks and lines provided to it inwritingbyor onbehalf of thePurchaser.

The Contractor shall set out the Works in relation to original points, lines andlevels of reference given by the Purchaser in writing and provide all necessaryinstruments, appliances and labour for such purposes. If at any time during theexecution of Works, any error appears in the positions, levels, dimensions oralignment of the Works, the Contractor shall rectify the error at his cost. Thechecking of any setting-out by the Purchaser shall not relieve the Contractor ofhis responsibilityfor the accuracythereof.

GCC.23.2. Contractor's Supervision

The Contractor shall give or provide all necessary superintendence during theinstallationoftheWorks,andtheContractor'srepresentative(s)shallbeconstantl y on the Site to provide full-time superintendence of the installation.The Contractor shall provide and employ only technical personnel who areskilled and experienced in their respective callings and supervisory staff whoarecompetent to adequatelysupervisetheWorks.

GCC.23.3. Labour

GCC.23.3.1.The Contractor shall provide and employ on the Site in the installation of theWorks such skilled, semi-skilled and unskilled labour as is necessary for theproper and timely execution of the Contract. The Contractor is encouraged touselocal labour that has the necessaryskills.

GCC.23.3.2.Unless otherwise provided in the Contract, the Contractor shall be responsiblefor the recruitment, transportation, accommodation and catering of all labour,localorexpatriate, requiredfortheexecutionof the Contractandforallpayments in connection therewith.

GCC.23.3.3.TheContractorshallberesponsibleforobtainingallnecessarypermit(s)and/or visa(s), if required, from the appropriate authorities for the entry of alllabourand personnel to beemployed on the Site.

GCC.23.3.4.TheContractorshallatitsownexpenseprovidethemeansofrepatriationtoall of its and its Sub-contractor's personnel, employed on the Contract, at theSite to their various home countries. It shall also provide suitable temporarymaintenance of all such persons from the cessation of their employment on theContractto the date programmed fortheirdeparture.

GCC.23.3.5.The Contractor shallatall times during theprogress oftheContract use itsbest endeavours to prevent any unlawful, riotous or disorderly conduct orbehaviourbyoramongstitsemployeesand thelabourof itsSub-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 dueregard to all recognizedfestivals, official holidays, religious or other customsandalllocal lawsandregulationspertainingtotheemploymentoflabour.

GCC.23.4. Contractor'sEquipment

GCC.23.4.1.TheContractorshallprovideallerectionEquipmenthaulage&powerifnecessarytoco mpletetheWorksasperTimeforcompletion,includingtransport at his own cost. The Contractor shall provide additional manpower aswell as haulage and other erection equipment as necessary for maintaining theTimeschedule of completion.

GCC.23.4.2.All Contractor's Equipment shall, when brought to the Site, be deemed to beexclusively intended for the execution of Contract. The Purchaser shall havelien on all such Equipment brought to Site for the purpose of erection, testingandcommissioningof theEquipment/Materials.

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

GCC.23.5. Purchaser'sEquipment

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

GCC.23.6. SiteRegulations and Safety

The Purchaserand theContractor shallestablish Site regulations setting outthe rules to be observed in the execution of the Contract at the Site and shallcomply therewith.The Contractor shall prepare and submit to the Purchaser,withacopytotheProjectManager,proposedSiteregulationsforthePurch aser’sapproval, for which approval shall not be unreasonablywithheld.

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

GCC.23.7. Environment &Social Policyand Procedures (ESPP) ofPurchaser

The Contractor shall make himself aware of the ESPP of the Purchaser whichshall be available on the Purchaser’s website and shall execute the scope ofworkunder theContractin compliancewiththesaid provisions.

GCC.23.8. WatchingandLighting

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

GCC.23.9. Clearanceof Site

The Contractor shall, from time to time during the progress of the Works clearaway and remove all surplus/ rejected materials and debris fromSite. OncompletionoftheWorks,theContractorshallremoveallContractors’Equipment andleavethewholeoftheSitecleanandinaworkmanlikeconditionto the satisfaction ofthePurchaser.

GCC.23.10. Communication

TheContractormayrequirethePurchasertoconfirminwritinganydecisionor instruction of the Purchaser which is not in writing. The Contractor shallpromptlynotifythe Purchaser ofsuch requirement.

GCC.23.11. Authorityof Access

NopersonsotherthantheemployeesoftheContractororhisauthorisedrepresentativ e shall be allowed at the Site. Purchaser or his representative shallhaveaccess to the worksites at anytime.

GCC.23.12. Emergencywork

GCC.23.12.1. If,byreasonofanemergencyarisinginconnectionwithandduringtheexecution of the Contract, any protective or remedial work is necessary as amatterofurgencytopreventdamagetotheWorks,theContractorshallimmediately carryout suchwork.

GCC.23.12.2. If the Contractor is unable or unwilling to do such work immediately, thePurchasermay doorcausesuchworktobedone,asthePurchasermaydetermine it necessary in order to prevent damage to the Works. In such eventthe Purchaser shall, as soon as practicable after the occurrence of any suchemergency, notify the Contractor in writing of such emergency, the work doneandthereasonsthereof.IftheworkdoneorcausedtobedonebythePurchaser is such that the Contractor was liable to do at its own expense underthe Contract, the reasonable costs incurred by the Purchaser in connectiontherewithshall be paid bytheContractor to thePurchaser.

GCC.24. Inspection&Testing

GCC.24.1. InspectingAgency

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

GCC.24.2. InspectionandTestingDuringManufacture

GCC.24.2.1.ThePurchaserorhisdesignatedrepresentativeshallbeentitledduringmanufacture to inspect, examine and test the materials and workmanship andcheck the progress of manufacture of all Equipment to be supplied under theContract. This shall take place on the Contractor's premises during workinghours.

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

GCC.24.2.3.NoinspectioncallwillbevalidbeforedrawingsareapprovedunderʻA’categorywithou t comments.

GCC.24.3. DatesforInspectionandTesting

After getting the related drawings approved under 'A' category, the Contractorshall give the Purchaser notice of inspection along with factory test results inwriting of the date and the place at which any Equipment/Materials will beready for testing as provided in the Contract. The Purchaser shall attend at theplace so named within fifteen (15) days of the date which the Contractor hasstated 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 bythe quickest possible means and confirmed later in writing. The Contractorshallrenderallpossibleassistanceincarryingoutinspection intime.

GCC.24.4. FacilitiesFor Testing

GCC.24.4.1.Where the Contract provides for tests on the premises of the Contractor orSub-contractor, the Contractor shall provide such assistance, labour, materials,electricity, fuel, stores, apparatus and instruments as may be necessary to carryoutthetestsefficientlywithoutanyextracharges.Ifthefacilitiesareinadequate to carry out tests as per standard, the Contractor shall have toarrange suitable testing place having all such required facilities and the costtowardsthis will beon Contractor's account.

GCC.24.4.2.The Contractor shall also bear all charges towards travelling expenses of theInspecting Team of thePurchaser or the authorized representatives of theOutside Inspecting Agency consisting of maximum two (2) persons for to andfro journey by Air from Purchaser's Head quarters, including boarding andlodgingattheplaceofinspectionandtransit,ifany,forthepurposeofInspectionand testing.

GCC.24.4.3.The Contractor shall be responsible for proper execution of the quality plans.TheWorksbeyondPurchaser'sholdpointswillprogressonlywithPurchaser's prior written consent. The Purchaser may also undertake qualitysurveillanceandqualityauditofthesystemsandproceduresandqualitycontrol activities. Any change in the Quality Plans shall be made only withPurchaser'sprior writtenapproval.

GCC.24.4.4.The Contractor shall provide the Purchaser with the necessary facilities forcarrying out quality audit and quality surveillance of the Contractor's and itsSub-Contractors'QualityAssuranceSystemandmanufacturingactivities.

GCC.24.5. RoutineandAcceptanceTests

All routine tests and acceptance tests shall be carried out at manufacturer'sworksortestsiteoftheContractor/Sub-contractor/testlaboratoryasperstipulation of relevant Indian Standard and relevant IEC in presence of ProjectManager.Alltestsshallbecarriedoutoneverylotofferedforinspectionasperrelevant I.S. andIEC.

GCC.24.6. Type Test

GCC.24.6.1.The successful bidder shall submit complete test reports of all tests

(includingtype tests) as stipulated in the relevant I.S. and IEC and carried out in a Govt.recognisedTestHouseorlaboratory/NABLaccreditedlaboratoryon

Equipment/MaterialsofidenticaldesignconformingtoourTechnicalSpecification, along with submission of drawing during detailed engineeringstage.

GCC.24.6.2.WBSETCL will undertake type testing of electrical items/transmission linematerialsas per submitted/specifiedType Testschedule on samples selectedbyWBSETCL'sinspectingengineers.

GCC.24.6.3.WBSETCLwillalsoundertakeProtocheckingandqualityapprovalofstructural items (wherever applicable) before erection. Each type test reportshall providethe followinginformation with test results:

a. Completeidentification,dateandSerialNo.

b. Methodofapplicationwhereapplied,durationandinterpretationofeachtest.

GCC.24.7. Repetitionof Tests

If any of the type tests, routine or acceptance tests fails to pass, the Contractorshall arrange for repetition of the tests, after rectification or replacement, at hisown cost and expenses. If, however, the tests fail for the 2nd time, the relatedSub-contractorshallberejectedimmediatelyandtheContractorwillberequiredtofurnish thenameof anotherSub-contractorimmediately eitherfromthealreadyapprovedlistofSub-contractorforthatparticularEquipment/Materials, or any new Sub-contractor along with submission of allrelevant documents in support, towards approval of the new Sub-contractor asstatedin this tender document.

GCC.24.8. Reportsof Inspection andTests

AfterthefactorytestshavebeencompletedattheContractor'sorSub-contractor's works, the Contractor shall submit six (6) copies of Test Reportsfor approval of Purchaser. The Purchaser in turn will approve the same withinfifteen (15) days of receipt.The Contractor shall provide thePurchaserwithten(10) copies of ApprovedReports ofall inspectionand tests.

GCC.24.9.If the Purchaser or his designated representatives fails to attend the test and/orinspection or if it is agreed between the parties that such persons shall not doso, then the Purchasermay advice theContractor in writing to proceedwiththe testand/orinspectioninthe absence of suchpersons.The Contractorshouldprovide thePurchaser withacertifiedreportoftheresults thereof.

GCC.24.10. CoveringUp

GCC.24.10.1. The Contractor shall give the Purchaser full opportunity to examine, measureandtest anywork on Sitewhichis about to becovered up or put out of view.

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

GCC.24.10.3. The Purchaser shall then notify the Contractor within fifteen (15) days that

thePurchasershallcarryouttheexamination,measurementortesting.Unlessitis

notifiedspecificallytheContractormayproceedwiththeworkasperProgrammesubmitted.

GCC.24.11. UncoveringWorks

If so instructed by the Purchaser, the Contractor shall expose any parts of theWorks.TheContractorshallreinstateandmakegoodsuchpartstothePurchaser'ssatisfaction attherisk,cost and responsibilityof theContractor.

GCC.25. TestsonCompletion

GCC.25.1. NoticeforTestson Completion

The Contractor shall give to the Purchaser twenty one (21) days notice of thedate after which he will be ready to conduct the Tests on Completion. Unlessotherwiseagreedupon,theTests shallbecarried outas peragreedschedule.

GCC.25.2. DelayedTests

If the tests are being unduly delayed by the Contractor, the Purchaser may, bynotice, require the Contractor to make the tests within twenty one (21) daysafter the receipt of such notice. If the Contractor fails to make the tests withintwenty one (21) days of such notice, the Purchaser may himself proceed withthe tests. All tests so made by the Purchaser shall be at the risk and cost of theContractor andcost thereof shall be deducted from the Contract Price. Thetests shall also be deemed to have been made in the presence of the ContractorandshallbeacceptedasaccurateandnoclaimwhatsoeverinthisrespectoftheContractor shall beentertained.

GCC.25.3. FacilitiesforTests onCompletion

The Contractor, except where otherwise specified, shall arrange such labour,material,fuel,water,storesandtestingapparatusasmaybereasonablyrequiredto carryout such tests efficiently, without anyextracharge.

GCC.25.4. Re-testing

If the work or any portion thereof fails to pass the Tests, the Purchaser or theContractormayrequiresuchteststoberepeatedonthesametermsandconditions. Allcosts of such retestingwill bebornebytheContractor.

GCC.25.5. Consequencesof FailuretoPassTests onCompletion

If the Works or any portion thereof fails to pass the tests or the repetitionthereofunderGCC.25,thePurchaser,afterdueconsultationwiththeContractor,shall beentitled to

a. Orderonefurther repetitionofthe Testsunder theconditionsofGCC.25,or

b. RejecttheWorksorportionthereofinwhicheventthePurchasershallhavethesameremedies againsttheContractor asareprovided underGCC.26,or

c. Issue a Taking-Over Certificate, if the Purchaser so wishes, not withstandingthat the Works are not complete. The Contract Price shall then be reduced bysuch amount as may be agreed by the Purchaser and the Contractor or, failingagreement,asmaybedeterminedunderGCC.6.Assoonastheworkorany

portion thereof has passed the tests, the Purchaser shall issue a Completioncertificateto the Contractorto that effect.

GCC.26. Rejection

Purchaser may not accord approval to test results if those results are not inconformity with Guaranteed Technical Particulars with given tolerable limitsas per relevant standard or the results and procedure followed are found not inline with standard. The results may be rejectedeven if the Project Managerhad witnessed the test. On approval of Test results only, Material InspectionClearance Certificate will be issued by the Purchaser. Approval of Test resultswill not relieve the Contractor of its obligation as regards quality, standard andsuitabilityof the Equipment/Materials.

GCC.27. PermissiontoDeliver

GCC.27.1.TheContractorshallapplyinwritingtothePurchaserforpermissiontodeliver any Equipment / Materials to the Site. No Equipment/ Materials shallbedelivered to theSitewithout thePurchaser's written permission.

GCC.27.2.The Contractor shall make arrangement for receipt of all Equipment/ MaterialsdeliveredtoSiteunderthescopeofContractbesidesallotherEquipment/Materials required for the purpose of execution. Upon arrival atSite, the Contractor shall give a notice to the Purchaser whenandwherematerialshas arrived andbeen stored.

GCC.28. CompletionofWorks

GCC.28.1.As soon as execution of the Works or any part for which a separate completionschedule is provided in the Contract has, in the opinion of the Contractor, beencompletedoperationallyandstructurallyandputintightandcleanconditionasspecifiedintheTechnicalSpecifications,excludingminoritemsnotmaterially affecting the operation or safety of the Works, the Contractor shallsonotifythePurchaserinwritingwithinseven(7)daysofthedateofcompletion.

GCC.28.2.Within seven (7) days after receipt of the notice from the Contractor underGCC.28.1,thePurchasershallsupplytheoperatingandmaintenancepersonnelandtherawmaterials,utilities,lubricants,chemicals,catalysts,facilities, services and other matters as specified in Appendix 5 to the ContractAgreement,requiredforcompletionofWorks oranypart thereof.

GCC.28.3.If,forreasonsnotattributabletotheContractor,theWorkscannotbecompleted in next six (6) months, the Purchaser at, its discretion, may take upthe inspection of the portion of the Works already completed, the balancepayment due to the Contractor can be released against Bank Guarantee ofequivalent amount. The Bank Guarantee validity shall be initially for a periodoftwelve(12)monthsoruntilthree(3)monthsafterexpecteddateofcommissioning,whicheverisearlier.Ifthecompletionandthereaftercommissioningdoesnottakeplacewithinthevalidityperiodoftheb Bank

Guarantee, the validity shall be extended from time to time up to a period notexceeding three(3) years from the date from which the concerned work washeld up on aforesaid account. The Contractor shall also be required to extendthevalidityof the Contract PerformanceGuarantee.

GCC.28.4. For'Works'not involvingCommissioning

GCC.28.4.1.WithinfifteenGCC.28.4.1.Withinfifteen(15)daysofintimationfromtheContractorregardingcompletion of Works, the Project Manager shall cause to inspect the Works toverifythe completion status, inpresenceoftheContractor'srepresentative.

GCC.28.4.2. If the Works are found to be completed and acceptable in all respects (exceptfor minor defectsand deficiencies, if any), Completion Certificate/ Takingover Certificate (TOC) shall be issued by the Purchaser within thirty (30) daysof Contractor's intimation. The Completion certificate shall generally containthe following details: (a) Date of completion; (b) Defects to be rectified;
(c)ItemsnotconformingtoSpecificationbutcanbeacceptedatareducedrate;
(d)items notacceptable at all and needto bere-done.

GCC.28.4.3.If, on inspection,Worksarenotfoundtobecompleted orrectification ofmajor nature is required, the Purchaser shall, within twenty-one (21) days ofContractor's intimation,inform the incomplete works/ defects& deficienciesto the Contractor inwriting advising him to take necessary action andtoinform WBSETCL after completion/ rectification. The Purchaser shall givereasonabletimetothe
Contractorforremedyingthedefects/deficiencies.However, if the Contract specifies separate completion period for differentparts of works for the purpose of taking overalso,Completion certificate/TOC shall be issued in respect of portion of works that are completed and areacceptable.

GCC.28.4.4.TheprovisionscontainedinGCC.28.4.1toGCC.28.4.3shallalsobeapplicable in relation to a part of the Works for which separate schedule ofcompletion has been provided in the Contract and such part of Works can betakenover independently.

GCC.28.5. ForWorksinvolvingCommissioningatSpecifiedvoltage

GCC.28.5.1. In case it is assessed by the Purchaser that commissioning at specified voltageispossiblewithinone(1)yearofContractor'snoticeforcommission,commissioningof thesystem at reducedvoltageshallnot be considered.

GCC.28.5.2.On receipt of communication from the Contractor informing that the Works orpart thereof are physically complete/ nearing completion and are ready forcarrying out pre-commissioning checks/ tests, the Purchaser shall take furtheractions, towards declaringtheWorks readyfor commissioning

GCC.28.5.3. The Works or part thereof, as above, shall be thoroughly inspected/checkedby the Purchaser within fifteen (15) days of Contractor's intimation. Whereverpre-commissioning checks /tests are involved, the same shall be witnessedjointly with the Contractor's representative. On such verification,

once theentireWorksarefoundtobecompleteandacceptable(exceptfor minor

defectsanddeficiencies,ifany),thePurchasershallcommencefurtherverificatio n with regard to commissioning.

GCC.28.5.4.If, on inspection/ checking, the Works or part there of, are not found to becompleteorrectificationofmajornatureisrequired,thePurchasershall,within twenty-one (21) days of Contractor's intimation, inform the incompleteworks/ defects and deficiencies to the Contractor in writing advising him totake necessary action and to inform WBSETCL after completion/ rectification.The Purchaser shall give reasonable time to the Contractor for remedying thedefects/deficiencies

GCC.28.5.5.IfCommissioningofthesystematspecifiedvoltagecannotbedoneimmediatelyafterph ysicalcompletion/readinessforcommissioning,forreasons not attributable to the Contractor, but it is possible within three (3)months thereafter, the final payment shall be released after commissioning ofthe system at specified voltage. The Contractor shall be required to extend thevalidityof theContract PerformanceGuarantee accordingly.

GCC.28.5.6.If Commissioning of the system is not possible within three (3) months of thedate of physical completion/ readiness of the Works for commissioning, thebalance payment shall be released to the Contractor against Bank Guarantee ofequivalentamount initiallyvalid foraperiodoftwelve (12)months.

GCC.28.5.7.Ifthecommissioning doesnottake placewithinthevalidity periodoftheBankGuarantee,thevalidity shallbeextendedfromtimetotime up toaperiod not exceeding three (3) years from the date of readiness of the systemfor commissioning. The Contractor shall be also required to extend the validityof the Contract Performance Guarantee so that it remains valid up to a periodof one (1)year beyond the validity period of theBank Guarantee againstwhichfinalpayment hasbeen released to theContractor.

GCC.28.5.8.In exceptional circumstances where it is assessed that the system cannot becommissioned at specified voltage within a period of about three(3) yearsfromthedateofphysicalcompletion/readinessofthesystemforcommissionin g,becauseofreasonsnotattributabletotheContractor,thesystem shall be taken over by WBSETCL without commissioning as a specialcase. TheBank Guarantee againstwhichfinalpayment isreleased totheContractorshall bereturned to theContractor.

GCC.28.6. ForWorksinvolvingCommissioningat reducedvoltage

GCC.28.6.1.Ifforthepurposeofpowerflow/systemstability/systemstrengtheningrequirements, commissioning at reduced voltage is considered necessary, or itis assessed by the Purchaser that commissioning at specified voltage is notlikelytotakeplacewithinaperiodofone(1)yearfromthedateofContractor's notice, the Works can be taken up for commissioning at reducedvoltage.

GCC.28.6.2.Incase,thecommissioningoftheWorkshasbeendelayed,theContractorshall be required to extend the validity of the Bank Guarantee against whichfinalpaymenthasbeenreleasedtotheContractorinaccordancewith

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 atreduced voltage or till three (3) months after commissioning at rated voltage,whicheverisearlier.TheContractorshallbealsorequiredtoextendthevalidity of the Contract Performance Guarantee so that it remains valid up to aperiodof one(1)year beyondthe validity periodof theBankGuaranteesubmittedin accordancewithGCC.28.5.6.

GCC.28.6.3.On commissioning of the system at specified voltage or upon the expiry of theperiod of two (2) years after commissioning of the system at reduced voltage,whicheverisearlier,theTOCshallbeissuedbyWBSETCL,withinfifteen (15)days.

GCC.28.6.4.TheBankGuaranteesubmittedinaccordancewithGCC.28.5.6shallbereturned tothe Contractor oncommissioning atratedvoltage/issuanceofTOC.

GCC.28.7.If the Project Manager fails to issue the Completion Certificate andfailstoinformtheContractorofanydefectsand/ordeficiencieswithintwenty-one
(21) days after receipt of the Contractor's notice under GCC.28.1 or withinten(10)daysafterreceiptoftheContractor'srepeatednoticeorifthePurchaser makes use of the Works or part thereof, then the Works or that partthereof shall be deemed to have reached Completion as of the date of theContractor's notice or repeated notice, or as of the Purchaser's use of theWorks, as the casemaybe.

GCC.28.8.AssoonaspossibleafterCompletion,theContractorshallcompletealloutstanding minor items so that the Works are fully in accordance with therequirements of the Contract, failing which the Purchaser will undertake suchcompletionanddeductthecoststhereoffromanymoneyowingtotheContractor.

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

GCC.29. TakingOver

GCC.29.1. The Works shall be taken over by the Purchaser after completion, either in fullor in part (where for part completion, separate completion schedule has beenprovidedintheContract),uponsuccessfulerection,testingandcommissioning ofWorksatSitebytheContractorinaccordancewithprovisionsof Contract.

GCC.29.2.OnsuccessfulcompletionofWorksoranyparttthereofasprovidedinGCC.29.1 and upon request of the Contractor for taking over the Works andissuance of TOC, the Purchaser shall, within forty-five (45) days after thereceiptofthe Contractor'sapplication,or withinfifteen (15) daysfromthedateofactualhandingoverofrelevantWorks,eitherissuetheTOCorreject

theapplicationgivinghisreasonsandspecifyingtheworkrequiredtobedonebythe Contractor to enablethe TOCto be issued

GCC.29.3.TOC is issued to the Contractor on stating the date on which the Works or anypart thereof were complete and ready for taking over, after ascertaining thefollowing:

a. TheWorksundertheContracthavebeensatisfactorilycompletedbytheContractoras per theprovisions ofContract.

b. Submission of required number of reproducible of approved as-built drawings(hard copies & soft copy in CDs), design documents duly authenticated byPurchaser, O&M manuals, data sheets, test reports, pamphlets and manuals ofspares,maintenanceandtestingequipmentbythe Contractor

c. The Contractor has cleared the Site of all the surplus materials, removed allscaffoldings,shutteringmaterials,labourhuts/sheds,cleanedthedirtfrompartofb uilding,sanitaryarrangement,watersupplyconnectionandallelectrical gadgets/ equipments/ switches, wiring, any wood work or any suchitem, to the satisfaction of the Project Manager, except those required forcarryingout rectificationworks.

d. All the defects have been rectified to the complete satisfaction of the ProjectManager.

GCC.29.4.Issuance of such certificates shall not relieve the Contractor of any of hisobligationswhichotherwise comesunder the termsandconditionsoftheContract.

GCC.29.5. Notwithstanding the above mentioned provisions, the issuance of TOC shallnot be held up for delay in completion/ rectification of works of minor naturethatdonotaffecttheperformance/useofthebuilding/installation/equipment/ sub-system/system at rated voltage. In such a case the Contractorshallhowever be requiredtogive anundertaking thatincase he failstocomplete/rectify within a mutually agreed period, the Purchaser shall be atliberty to carry out the work at his risk and cost, and deduct an amount as maybeconsidered appropriatebythePurchaser.

GCC.29.6.IssuanceofTOCforanypartoftheWorksisonlyforthepurposeoffacilitatingtheContract ortoreceivethepaymentforpartoftheWorkscompleted and for determination of liquidated damages in respect thereof andshallnotrelievetheContractorofhisresponsibilitiesundertheContracttowardso ther parts oftheWorks.

F. Guarantees and LiabilitiesGCC.30. LiquidatedDamages

GCC.30.1. If the Contractor fails to attain Completion of the Works or any part thereofwithintheTimeforCompletionoranyextensionthereofunderGCC.42,

WBSETCL shall recover from the Contractor as Liquidated Damage (LD) forsuch default and not as a penalty without prejudice to WBSETCL's otherremedies under the Contract. For imposition of LD, the loss/ damages sufferedby WBSETCL due to delays by the Contractor are the basic criteria. In respectof any part of the Works where TOC for such part has been issued separatelyandtheaforesaidpartoftheWorkswascompletedwithintheTimeforCompletion specified in the Contract, the liquidated damages for such part ofthe Works shall not be levied, provided other conditions for non imposition ofliquidateddamages as prescribed intheContract aremet.

GCC.30.2. In order to keep the Contract alive, provisional time extension will be grantedtotheContractorsothatdelayedsupplies/servicescanbeacceptedbyWBSETCL. A written communication in this regard shall be issued by theProject Manager to the Contractor. Such provisional time extension will bewithout prejudice to all the obligations of the Contractor under the Contractand further without prejudice to WBSETCL's right to levy LD and other rightsundertheContract.

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

GCC.30.4. The decision on LD will be taken considering detailed analysis indicatingreasons& period of delay on each account. Based on the analysis, the periodof delay due to Force Majeure as per GCC.39 and for reasons attributable toWBSETCL will be identified to find out the net delay, which is attributable tothe Contractor. The approach to work out the net delay attributable to theContractoris described below:

a. Totaldelaythat has occurred in a Contract = A
b. Cumulativeperiodofdelayonaccountof Force Majeure=B
c. Cumulativeperiod ofdelayonaccount of WBSETCL=C
d. Concurrentcumulative period in (b)&(c) =X
e. CumulativeperiodofdelayonaccountofForceMajeureandWBSETCL= B+C-X
f. Netperiod ofdelayattributableto the Contractor ,Z= A-(B+C-X)

While calculating the period of delay, all delays, which are not found to bedirectlycontributinginextension ofcompletion period,will be ignored.

GCC.30.5.In case the period Z, arrived at as per GCC.30.4, is not positive, the timeextension,tilltheactualcompletionoftheWorks,shallbeallowedwithoutany LD. In case the period Z, arrived at is positive, action will be taken asdescribedhereunder.

GCC.30.6. WBSETCLwill examinethe loss sufferedonaccount of thedelayZ.

GCC.30.6.1.Incase,WBSETCLhassufferedloss,thetimeextension,tilltheactualcompletion of the Works shall be allowed with imposition of LD as describedbelow:

a. Iftheamountofloss/damagessufferedbyWBSETCLismorethanthefullLD as applicable for a delay of period Z, as per GCC.30.7 , the latter shall betheamount ofLD to belevied

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

GCC.30.7. Calculationof LiquidatedDamages

A sum equivalent to half percent (0.5%) of the Contract Price for each week ofdelayorpartthereofwhichwillelapsebetweenthescheduletimeforcompletion and actual time for completion of the Work. The calculation ofliquidateddamagesonthepartoftheWorksshallberegulatedasperGCC.30.1. The total recovery against liquidated damage, however, shall notexceed five percent (5%) of the total Contract Price. Total Contract Price shallimplythe Contract pricesof alltheschedules of Work takentogether.

GCC.30.8. WBSETCL may, without prejudice to any other method of recovery, deductthe amount of such damages from any money due or to become due to theContractor.Thepaymentdeductionof suchdamagesdoesnotrelievetheContractor from his obligation to complete the work or from any of his otherobligations and liabilities under theContract.

GCC.30.9.Workswillbedeemedtohavebeendelivered/completedonlywhenallcomponent parts/ all items of Works are also delivered/ completed. If certaincomponents/itemsofWorksarenotdeliveredintime,thesamewillbeconsidered as delayed until such time due missing/ incomplete parts/ items ofworksaredelivered/ completed.

GCC.30.10.InadditiontotheabLDfordelayunderoneContractshallalsobeapplicable to the other Contract under the same divisible Contracts as percross-fall breach clause i.e. in case of delay under erection Contract, LD willalso be recoverable from the relevant supply Contract and vice-versa. All theLDswillrunconcurrently.

GCC.31. Defects Liability

GCC.31.1.The Contractor warrants that the Works or any part thereof shall be free fromdefectsinthedesign,engineering,materialsandworkmanshipoftheEquipment /Materials supplied and ofthe work executed.

GCC.31.2. TheDefectLiabilityPeriodshallbeasspecifiedintheSCC.Whereanypartof the Works is taken over separately, the Defects Liability Period for that partshallcommenceon the date it was taken over.

GCC.31.3.If during the Defect Liability Period any defect should be found in the design,engineering,materialsandworkmanshipoftheEquipment/Materialssupplied

or of the work executedby the Contractor, the Contractor shall promptly, inconsultationandagreementwiththePurchaserregardingappropriateremedying of the defects, and at its cost, repair, replace or otherwise makegood (as the Contractor shall, at its discretion, determine) such defect as wellas anydamageto the Works caused bysuch defect.

GCC.31.4.The Contractor shall not be responsible for the repair, replacement or makinggood of any defect or of any damage to the Works arising out of or resultingfrom anyof the followingcauses:

a. improperoperation ormaintenanceoftheWorksbythe Purchaser

b. operationoftheWorks outsideSpecificationsprovided intheContract

c. normalwearandtear

GCC.31.5. TheContractor'sobligations under thisClauseGCC.31 shall notapplyto:

a. any materials that are normally consumed in operation, or have a normal lifeshorter than the DefectLiabilityPeriod statedherein

b. any designs, Specifications or other data designed, supplied or specified by oronbehalfofthePurchaserorany mattersforwhichtheContractorhasdisclaimedresponsibilityherein

c. any other materials supplied or any other work executed by or on behalf of thePurchaser, except forthework executedbythe PurchaserunderGCC.31.9

GCC.31.6.The Purchaser shall give the Contractor a notice stating the nature of any suchdefect together with all available evidence thereof, promptly following thediscoverythereof.ThePurchasershallaffordallreasonableopportunityfortheCo ntractor to inspectanysuch defect.

GCC.31.7. The Purchaser shall afford the Contractor all necessary access to the Worksand the Site to enable the Contractor to perform its obligations under thisClauseGCC.31.TheContractormay,withtheconsentofthePurchaser,remove from the Site any Equipment/Materials or any part of the Works thatare defective, if the nature of the defect and/or any damage to the Workscaused by the defect is such that repairs cannot be expeditiously carried out atthe Site.

GCC.31.8. If the repair, replacement or making good is of such a nature that it may affectthe efficiency of the Works or any part thereof, the Purchaser may give to theContractor a notice requiring that tests of the defective part of the Works shallbe made by the Contractor immediately upon completion of such remedialwork,whereupon the Contractor shall carryout such tests.

Ifsuchpartfailsthetests,theContractorshallcarryoutfurtherrepair,replacement or making good (as the case may be) until that part of the Workspassessuchtests.Thetests,incharacter,shallinanycasebenotinferiorto

what has already been agreed upon by the Purchaser and the Contractor for theoriginal part ofthe Works.

GCC.31.9. If the Contractor fails to commence the work necessary to remedy such defector 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), thePurchaser may, following notice to the Contractor, proceed to do such work,and the reasonable costs incurred by the Purchaser in connection therewithshall be paid to the Purchaser by the Contractor or may be deducted by thePurchaserfromanymoneyduetotheContractororclaimedunderthePerformance Securities.

GCC.31.10. If the Worksor any part thereof cannotbe used by reasonof such defectand/or making good of such defect, the DefectLiability Period ofthe Worksor such part, as the case may be, shall be extended by a period equal to theperiod during which the Works or such part cannot be used by the Purchaserbecauseof anyof theaforesaid reasons.

At the end of the Defect Liability Period, theContractor's liability ceasesexcept for latent defects. The Contractor 's liability for latent defects warrantyfor the Equipment/Materials, including spares, shall be limited to a period offive(5)yearsfromtheendofDefectLiabilityPeriodoftherespectiveEquipment/Materials, including spares.For the purpose of thisclause,thelatentdefectsshallbethedefectsinherentlylyingwithinthematerialor arising out of design deficiency which do not manifest themselves during theDefectLiabilityPeriodas defined inthisClauseGCC.31,but later.

GCC.31.11.Except as provided in Clauses GCC.31 and GCC.36, the Contractor shall beunder no liability whatsoever and howsoever arising, and whether under theContract or at law, in respect of defects in the Works or any part thereof, theEquipment/Materials, design or engineering or work executed that appear afterCompletion of theWorks or any part thereof, except where such defects aretheresultofthegrossnegligence,fraud,criminalorwilfulactionoftheContractor.

GCC.31.12. In addition, the Contractor shall also provide an extended warranty for anysuch component of theWorks and for the period of time as may be specifiedin the SCC. Such obligation shall be in addition to the defect liability specifiedunderGCC.31.2

GCC.31.13. DefectsLiabilityCertificateandNo-ClaimCertificate

Whenthe DefectsLiability Periodfor theWorksor any partthereofhasexpired and the Contractor has fulfilled all his obligations under the Contractfor defects in the Works or the part, the Purchaser shall issue to the Contractora Defects Liability Certificate to that effect within next twenty-eight (28) days.A No-Claim Certificate should be furnished by the Contractor for contractclosure before the issuance of the final Defects Liability Certificate by thePurchaser. Such No-claim certificate shall be furnished by the Contractor asper Annexure: 12 of Section VIIB. The Contractor is expected to complete allformalities for closure of Contract including their final claims relating to theContract.Allclaimswillbedeemedtobesettledandnofurtherclaimsofthe

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

GCC.32. LimitationsofLiability

GCC.32.1. LiabilityafterExpiryof DefectsLiabilityPeriod

Exceptincaseof grossnegligenceor willfulmisconduct

a. The Contractor shall have no liability to thePurchaser for any loss of ordamage to the Purchaser's physical property which occurs after the expiry oftheDefectsLiabilityPeriodunlesscausedbyGrossMisconductoftheContractor provided that this exclusion shall not apply to any obligation of theContractorto payLiquidated Damageto the Purchaser.

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

GCC.32.2. Mitigationof LossorDamage

In all cases the party claiming a breach of Contract or a right to be indemnifiedinaccordancewiththeContractshallbeobligedtotakeallreasonableme asuresto mitigatetheloss ordamagewhich hasoccurred ormayoccur.

G. Risk

DistributionGCC.33.

TransferofOwnership

GCC.33.1.Ownership of the Equipment/Materials (including spare parts) procured fromwithin/outsidethecountryshallbetransferredtothePurchaserwhentheEquipm ent/Materials (including spare parts) are loaded on to the mode oftransport to be used to convey the Equipment/Materials (including spare parts)fromtheworkstotheSiteanduponendorsementofthedespatchdocumentsinfa vourof thePurchaser.

GCC.33.2.Ownership of the Contractor’s Equipment used by the Contractor and its Sub-ContractorsinconnectionwiththeContractshallremainwiththeContractororits Sub-contractors.

GCC.33.3.Ownership of any Equipment/Materials in excess of the requirements for theWorks shall revert to the Contractor upon Completion of the Works or at suchearliertimewhenthePurchaserandtheContractoragreethattheEquipment/Mat erialsinquestionarenolongerrequiredfortheWorks,provided quantity of any Equipment/Materials specifically stipulated in theContract shall be the property of the Purchaser whether or not incorporated intheWorks.

GCC.33.4.Notwithstanding the transfer of ownership of the Equipment/Materials, theresponsibility for care and custody thereof together with the risk of loss ordamage thereto shall remain with the Contractor pursuant to GCC.35 hereofuntilCompletionoftheWorksorthepartthereofinwhichsuchEquipment/Materialsare incorporated.

GCC.33.5.In case of two/three Contracts entered into between the Purchaser and theContractor as perGCC.4.5 or where the Purchaser hands over his equipmentto the Contractor for executing the Contract, then the Contractor shall, at thetime of taking delivery of the Equipment through Bill of Lading or otherdespatch documents, execute an Indemnity Bond in favour of thePurchaserfor keeping the equipment in safe custody and to utilise the same exclusivelyfor the purpose of the said Contract. The Indemnity Bond shall be furnished asper proforma enclosed in Annexure: 9 of Section VIIB. The Purchaser shallalso issue a separate Authorisation Letter to the Contractor to enable him totake physicaldelivery ofEquipment/ Materialsfrom the Purchaser asperproformaenclosed in Annexure: 10 of Section VIIB.

GCC.34. RiskandResponsibility

GCC.34.1. AllocationofRisk and Responsibility

The Risks of loss of damage to physical property and of death and personalinjury which arise in consequence of the performance of the Contract shall beallocatedbetween the Purchaser andthe Contractor as follows

a. thePurchaser:thePurchaser'sRisksasspecifiedinGCC.34.2
b. the Contractor :the Contractor's Risks as specified in

GCC.34.3GCC.34.2. Purchaser'sRisks

a. Warandhostilities(whetherwarbedeclaredornot),invasion,actofforeignenemies,

b. revolution, insurrection,militaryorusurped powerorcivil war,

c. useor occupation oftheWorks oranypart thereofbythePurchaser,

d. the use or occupation of the Site or any part thereof, for the purposes of theContract, or interference, whether temporary or permanent with any right-of-way, any easement, way leave or right of a similar nature which is inevitableresultof theconstructionof theWorks in accordancewith theContract.

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

f. damage(otherthanthatresultingfromtheContractor'smethodofconstruction) which is the inevitable result of the construction of the Works inaccordancewith theContract,

g. theact,neglectorcommissionorbreachofContractorofstatutorydutyofthePurchaser

GCC.34.3. Contractor'sRisks
TheContractor'sRisksareallrisksotherthanthoseidentifiedasthePurchaser'sRisks.

GCC.35. CareofWorks

GCC.35.1. Contractor's Responsibilityforthecareof Works

TheContractorshallberesponsibleforthecareofWorksfromtheCommencement Date until the Risk Transfer Date applicable thereto underGCC.35.2

GCC.35.2. RiskTransferDate

TheRiskTransferDateinrelationtotheWorksisthedateofoccurrenceofanyof thefollowing

a. thedate ofissueof the TOC, or

b. thedateofexpiryofthenoticeofterminationwhentheContractisterminatedbythePurchaser or theContractor in accordancewith theseConditions

TheriskoflossordamagetotheWorksshallpassfromtheContractortothePurchaseron theRisk Transferdate applicable thereto.

GCC.35.3. Making Good

DamageGCC.35.3.1.

Beforerisktransferdate

a. totheextentcausedbyanyoneoftheContractor'srisks,bemadegoodforthwithbythe Contractor at his own cost, and

b. to the extent caused by any of the Purchaser's risks, bemade good by theContractor at Purchaser's expense if so required by the Purchaser within 30days after the occurrence of the loss or damage. The price for making goodsuch loss and damage shall be in all circumstances reasonable and shall beagreed by the Purchaserand the Contractor or inabsence of agreement,shallberesolved under GCC.6

GCC.35.3.2. Afterrisktransferdate
Tomakinggoodforthwithlossordamagecausedbythecontractorpriortothecompletion ofthe DefectsLiabilityperiod

GCC.35.4. Till such time the system is not commissioned at specified voltage or takenoverbyWBSETCL,itscustodyandwatchandwardshallremainwithContractorwhoshallaccordinglyberequiredtomaintainaskeletonestablishment at Site. In such situation, charges towards insurance cover forbothContractoraswellasPurchasersuppliedEquipment/Materialforthe

periodthatwouldlapsebetweenthree(3)monthsafterthereadinessforCommissioning and the actual date of Commissioning/ taking over, shall bereimbursedtotheContractor,basedonhisrequest,againstdocumentaryevidence

GCC.36. Damagetopropertyandinjurytopersons,accidentorinjurytoworkers

GCC.36.1. Contractor'sliability

Exceptasprovided under GCC.39 the Contractor shall be liable for and shallindemnify the Purchaser againstalllosses,expensesand claimsinrespectofanylossof or damage to physical property (other than Works), death orpersonal injuryto theextentcaused by:

a. defectivedesign,materialorworkmanshipoftheContractor,or

b. negligenceorbreachofstatutorydutyoftheContractor,hisSub-contractorsortheirrespectiveemployees and agents

GCC.36.2. Purchaser'sliability

The Purchaser shall be liable for and shall indemnify the Contractor against alllosses, expenses or claimsinrespectoflossofor damage to any physicalproperty (other than Works) to the extent caused by those of the Purchaser'sRiskslisted inGCC.34.2but not otherwise.

GCC.36.3. Accidents

The Contractor shall be liable for and shall indemnify the Purchaser against alllosses, expenses or claim arising in connection with the death of or injury toany person employed by the Contractor or his Sub-contractors for the purposesof theWorks.

GCC.37. Insurance

GCC.37.1.TheContractorathisowncostshallarrange,secureandmaintainallinsurances as may be pertinent to the Works and obligatory in terms of law toprotect his interest and interests of the Purchaser against all perils detailedherein in the type and up to the limit of such insurance as defined hereintogether with the underwriter in each case shall be acceptable to the Purchaser.Theidentityofinsurersandtheformofpoliciesshallbesubjecttotheapproval of Purchaser which shall not be unreasonably withheld.However,irrespectiveofsuchacceptance,theresponsibilitytomaintainadequateinsurance coverage at all times during the period of Contract including theextendedperiod ofContractshall beof Contractoralone.

The Contractor's failure in this regard shall not relieve him of any of hiscontractual responsibilities and obligations. The insurance covers to be takenby the Contractorshallbe inthe namesof the Purchaser,lenderandtheContractor, wherein the beneficiary will be the Purchaser and the lender, andtheContractorwillbethecustodian.TheContractorshall,however,be

authorised to deal directly with the Insurance Company or Companiesandshallberesponsiblein regard tomaintenanceofallinsurancecovers.

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

GCC.37.3.AnylossordamagetotheEquipment/Materialsduringtransportation,handling, storage, erection, putting into satisfactory operation and all activitiestobeperformedtillthesuccessfulcompletionofcommissioningoftheEquipment shall be to the account of the Contractor. The Contractor shall beresponsible for preference of all claims and make good the damages or loss byway of repairs and/or replacement of the Equipment/ Materials, damaged orlost. The transfer of title shall not in any way relieve the Contractor of theaboveresponsibilitiesduringtheperiodofContract.TheContractorshallprovide the Purchaser with copy of all insurance policies and documents takenout by him in pursuance of the Contract. Such copies of documents shall besubmitted to the Purchaser immediately after such insurance coverage. TheContractor shall also inform the Purchaser in writing at least sixty (60) days inadvanceregardingtheexpiry/cancellationand/orchangeinanyofsuchdocuments and ensure revitalization, renewal etc. as may be necessary well intimeat his cost, risk and responsibility.

GCC.37.4. The perils required to be covered under the insurance shall include, butnotbelimited to fire and allied risks, miscellaneous accidents (erection risks),workman compensation risks, loss or damage in transit, theft, pilferage, riotandstrikesandmaliciousdamages,civilcommotion,weatherconditions,accidentsofallkinds,terroristattacks,warrisksetc.Thescopeofsuchinsurance shall be adequate to cover the replacement/ reinstatement cost of theEquipment/Materials for all risks up to and including delivery of goods on ex-worksbasisandshallalsocovertransportationandothercoststilltheEquipment/ Materials are delivered, erected and installed. Notwithstanding theextentofinsurancecoverandtheamountofclaimavailablefromtheunderwriters, the Contractor shall be liable to make good the full replacement/rectification value of allEquipment/Materials and to ensure their availabilityasper project requirementsat its cost.

GCC.37.5.The Contractor shall ensure that for all activities to be performed under theContract viz. transportation, storage, erection, testing, commissioning etc. tillthe Works are handed over to the Purchaser; the insurance cover shall only betakenfromIndianInsuranceCompanies.

GCC.38. Changeinlawsandregulations

If, after the date seven(7)days prior to the last dateof bid submission, inthe country where the Site is located, anylaw, regulation, ordinance, order orbye-lawhavingtheforceoflawisenacted,promulgated,abrogatedorchanged (which shall be deemed to include any change in interpretation orapplication by the competent authorities) that subsequently affects the costsandexpensesoftheContractorand/ortheTimeforCompletion,theContract

Price shall be correspondingly increased or decreased, and/or the Time forCompletion shall be reasonably adjusted to the extent that the Contractor hasthereby been affected in the performance of any of its obligations under theContract.However,theseadjustmentswouldberestrictedtodirecttransactions between the Purchaser and the Contractor and shall also not beapplicable on the bought out items despatched directly by Sub-contractor(s) toSite. Notwithstanding the foregoing, such additional or reduced costs shall notbe separately paid or credited if the same has already been accounted for in theprice adjustment provisions where applicable, in accordance with Appendix 2totheContract Agreement.

GCC.39. ForceMajeure

GCC.39.1.Force Majeure means any event or circumstance or combination of events andcircumstances including those stated below that wholly or partly prevents orunavoidably delays the Purchaser or the Contractor in the performance of theirobligation under this Contract, but only if and to the extent that such events orcircumstances are not within the reasonable control, directly or indirectly, ofthe affected party and could not have been avoided if the affected party hadtakenreasonablecareorcompliedwith prudent utilitypractices.

a. act of God, including, but not limited to drought, fire and explosion (to theextent originating from a source external to the Site), earthquake, volcaniceruption,landslide,flood,cyclone,typhoon,tornado,warembargo,orexceptionally adverse weather conditions which are in excess of the statisticalmeasuresfor thelast hundred (100)years, or

b. anyactofwar(whetherdeclaredorundeclared),invasion,armedconflictoractof foreign enemy, blockade,embargo;

c. anyevent orcircumstanceof anatureanalogous to anyof theabove.

GCC.39.2. Delay or non-performance by either party hereto caused by the occurrence ofanyevent ofForceMajeureshall not

a. constituteadefaultor breachoftheContract

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

if and tothe extentthatsuch delay or non-performance iscaused by theoccurrenceof anevent ofForceMajeure

GCC.39.3.The Contractor or Purchaser shall not be liable for delay in performing hisobligationsresulting from anyforcemajeurecauseasreferred above

GCC.39.4. If either party is prevented, hindered or delayed from or in performing any ofits obligations under the Contract by an event of Force Majeure, then it shallnotifytheotherinwritingoftheoccurrenceofsucheventandthe

circumstancesthereofwithinfifteen(15)daysaftertheoccurrenceofsuchevent.

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

GCC.39.6.ThepartyorpartiesaffectedbytheeventofForceMajeureshallusereasonableeffortstomitigatetheeffectthereofuponitsortheirperformanceof the Contract and to fulfill its or their obligations under the Contract, butwithout prejudice to either party's right to proceed as per the provisions underGCC.39.7.

GCC.39.7.IftheperformanceoftheContractissubstantially prevented,hinderedordelayedonaccountofoneormoreeventsofForceMajeureduringthecurrencyoftheContract,thepartieswillattempttodevelopamutuallysatisfactory solution, failing which the dispute shall be resolved in accordancewith GCC.6.

GCC.40. Warrisks

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

a. war, hostilities or warlike operations (whethera state of war is declared ornot),invasion, act of foreign enemyand civil war

b. rebellion,revolution,insurrection,mutiny,usurpationofcivilormilitarygovernment,conspiracy,riot,civil commotionand terroristacts, 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 Contractshallbearitsowncostsforany lossordamagesasmay beincurredonaccountsof war riskswith respect to:

a. destruction of or damage to Works or any part thereof to the extent not takenover by thePurchaser shall be the Contractor'srisk and for those taken overbythe Purchaser, it shallbe thePurchaser'srisk.

b. injuryor loss of lifeof its personnel

H. Change in Contract

elementsGCC.41. Variations

GCC.41.1. Changes originatingfromPurchaser

ThePurchasermay,byvariationordertotheContractor,atanytimebeforethe Works are taken over, instruct the Contractor to alter, amend, omit, add toor otherwise vary any part of the Works. The Contractor shall not vary or alteranyoftheWorks,exceptinaccordancewithavariationorderfromthePurchaser. The Contractor may, however, at any time propose variations of theWorksto the Purchaser.

TheContractorshallnotrequestforextensionoftimeforcompletionincaseofvariation ofquantityduringexecutionfor an increaseas specified inSCC.

GCC.41.2. Variationorder procedure

Prior to any variation order under GCC.41.1, the Purchaser shall notify theContractor of the nature and form of such variation. As soon as possible afterhavingreceived suchnotice, theContractor shallsubmit tothePurchaser:

a. A description of Works, if any, to be performed, its anticipated quantity, theproposed 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 extraquantitiesshallbeexecutedby theContractoratthesameratesuptothevariationlimit providedin theContract.
b. The Contractor's proposals for any necessary modifications to the ProgramaccordingtoGCC.20ortoanyoftheContractor'sobligationsundertheContract,

GCC.41.3. Following the receipt of the Contractor's submission, the Purchaser shall, afterdue consultation with the Contractor, decide whether or not the variation shallbecarried out.

GCC.41.3.1.If the Purchaser decides that the variation shall be carried out, he shall issue avariation order clearly identified as such in accordance with the Contractor'ssubmissionor as modified bymutual agreement.

GCC.41.3.2.Pending issue of variation order, the Purchaser may require the Contractor toproceedahead with the Works to avoid delay in the progress ofWorks.Insuch situations, subject to physical verification, payment shall be made up tosixty percent (60%) of rates as provided in the Contract, for items for whichseparate rates are available beyond prescribed limit of quantity variation as pertheContract.

GCC.41.3.3.In case of new items/ substituted items, up to forty (40%) of amount estimatedby the Purchaser shall be paid to the Contractor subject to reasonableness ofthe claim.If the Purchaser and the Contractorare unable to agree totheadjustmentoftheContract Price,the provisionsofGCC.41.4shall apply.

GCC.41.4. Disagreementon adjustmentoftheContract Price

GCC.41.4.1. If the Contractor and the Purchaser are unable to agree on the adjustmentofthe Contract price, the adjustment shall be determined in accordance with therates specified in the Price Schedules, subject to ceiling in Contract Pricevariationas specified inSCC.

GCC.41.4.2.If the rates contained in the Price Schedules are not directly applicable to thespecific Works in question, suitable rates shall be established by the Purchaserreflectingthe level of pricingin thePriceSchedules.

GCC.41.4.3.Where rates are not contained in the said Price Schedule, for the sake ofreaching a reasonable rate in respect of any sort of erection work, the numberof skilled, semi-skilled and unskilled labour and minimum wage rate declaredbytheGovt.ofWestBengaland/ortheratesspecifiedonthelatestPWD/CPWDSchedule,overhead,profitandconsumablesshallbethebasisfordetermination ofreasonable rate.

GCC.41.4.4.Foranysupplyitem,reasonableratesshallbereachedbasedoncurrentpurchase rate of identical equipment purchased by WBSETCL. The Contractorshallalso be entitled to be paid:

a. the cost of any partial execution of the Works rendered useless by any suchvariation,and
b. The cost of making necessary alterations to Equipment already manufacturedor in the course of manufacture or of any work done that has to be altered inconsequenceof such avariation.
   The Purchaser shall on this basis determine the rates or prices to enable onaccountpayment to beincluded incertificates ofpayment.

GCC.41.5. Contractorto Proceed

On receipt of a variation order, the Contractor shall forthwith proceed to carryout the variation and be bound to these conditions in so doing as if suchvariation was stated in the Contract. The Works shall not be delayed pendingthe granting ofan extension of the Time for Completion or an adjustment totheContract PriceunderGCC.41.4.

GCC.41.6. Recordsofcosts

In any case where the Contractor is instructed to proceed with a variation priorto the determination of the adjustment to the Contract Price, keeping in mindthat the adjustment of Contract Price due to this variation shall be guided byGCC.41.4,theContractorshallkeepthenecessary recordsofthecostofundertaking the variation and of time expended thereon. Such records shall beopento inspection/ verificationbythePurchaserat all reasonabletimes.

GCC.41.7. Quantityvariation

WBSETCL, during execution of the Contract, reserves the right to increase ordecreasethequantityofgoodsandservicesfortheitemsincludedinthe

Contract with variation of the total Contract Price as specified in SCC butwithout any change in unit price or other terms and conditions. The quantity ofthe individual items of goods and services may however vary up to any extentwithinthe overall ceiling limitof theContract Price.

GCC.42. ExtensionofTimeforCompletion

GCC.42.1.Delivery and installation of Equipment/Materials as per requirement of workProgram shall be made by the Contractor in accordance with Time SchedulepursuanttotheSCCorwithinsuchextendedtimetowhichtheContractorsh allbeentitled under GCC.42.2.

GCC.42.2. Reasons forExtension ofTimeforCompletion
The Contractor may seek an extension of the Time for Completion if he is orwill bedelayed incompletingthe Worksbyanyof thefollowing reasons:

a. extraor additionalworkorderedin writingunderGCC.41
b. thedelay incompletionofWorkscausedfornofaultonthepartoftheContractordueto orders/instructions issued bythe Purchaser
c. ForceMajeureas per GCC.39

d. any default or breach of the Contract by the Purchaser, specifically includingfailure to supply the items listed in Appendix 5 to the Contract Agreement,
oranyactivity,actoromissionofanyotherContractorsemployedbythePurchaser
e. anychanges inlaws andregulations asprovided inGCC.38
f. anyothermatter specificallymentioned in the Contract

GCC.42.3. The Contractor shall give notice to the Purchaser of his intention to make aclaim for an extension of time within fifteen (15)days of the occurrenceofany of the above cause(s). The notice shall be followed as soon as possible bytheclaimwith full supportingdetails.

GCC.42.4. The Contractor shall demonstrate to thePurchaser's satisfaction that ithasused its best endeavour to avoid or overcome such causes for delay and theparties will mutually agree upon remedies to mitigate or overcome causes forsuchdelays.

GCC.42.5. NotwithstandingtheprovisionsofclauseGCC.42.4,theContractorshallnotbe entitled to an extension of time for completion, unless the Contractor, at thetimewhencircumstancesspecifiedinGCC.42.2arises,hasimmediatelynotified the Purchaser in writing that it may claim such extension as caused bysuch circumstances. The Purchaser on receipt of such notice may agree toextend the Contract completion period as may be reasonable and mutuallyagreedbutwithout prejudicetoother termsandconditionsoftheContract.

GCC.42.6. EarlierCompletion:

The Purchaser may require completionof theWorksor partthereof earlierthan the Time for Completion, as mutually agreed between the Purchaser andthe Contractor. The earlier completion date so agreed, ifnot achieved, shallnotbe consideredforthepurposeof levyofLiquidated damages.

GCC.43. Termination

GCC.43.1. TerminationforPurchaser'sConvenience

GCC.43.1.1.The Purchaser may atany timeterminate theContract for any reasonbygivingtheContractoranoticeofterminationthatreferstothissub-clause.GCC.43.1

GCC.43.1.2.Upon receipt of the notice of termination under GCC.43.1.1, the Contractorshalleither immediatelyor uponthe datespecified inthenoticeof termination

a. cease all further work, except for such work as the Purchaser may specify inthe noticeofterminationforthe sole purpose of protecting that part of theWorks already completed, or any work requiredto leave the Site in a cleanandsafe condition

b. terminateallsubcontracts,exceptthosetobeassignedtothePurchaserpursuantto paragraph (d)(ii)of sub-clauseGCC.43.1.2

c. remove all Contractor's Equipment from the Site, repatriate the Contractor'sand its Sub-contractors' personnel from the Site, remove from the Site anywreckage, rubbish and debris of any kind, and leave the whole of the Site in acleanand 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 uptothedate oftermination
ii. to the extent legally possible, assign to the Purchaser all right, title and benefitof the Contractor to the Works as at the date of termination, and, as may berequiredbythePurchaser,inanysubcontractsconcludedbetweentheContractoran d its Sub-contractors
iii. deliver to the Purchaser all non-proprietary drawings, Specifications and otherdocuments prepared by the Contractor or its Sub-contractors as at the date ofterminationinconnection with theWorks

GCC.43.1.3.In the event of termination of the Contract under GCC.43.1.1, the Purchasershall payto theContractor thefollowing amounts:

a. the Contract Price, properly attributable to the parts of the Works executed bytheContractor as of thedate oftermination

b. thecostsreasonablyincurredbytheContractorintheremovaloftheContractor'sEquipmentfromtheSiteandintherepatriationoftheContractor'sand itsSub-contractors' personnel

c. any amounts to be paid by the Contractor to its Sub-contractors in connectionwiththetermination of anysub-contracts, includinganycancellationcharges

d. costs incurred by the Contractor in protecting theWorks and leaving the Siteina cleanand safeconditionpursuant to paragraph (a) ofGCC.43.1.2

e. the cost of satisfying all other obligations, commitments and claims that theContractor may in good faith have undertaken with third parties in connectionwiththeContract and thatarenotcovered byparagraphs (a)through (d)above

GCC.43.2. TerminationforContractor'sdefault

GCC.43.2.1.ThePurchaser,withoutprejudicetoanyotherrightsorremediesitmaypossess, may terminate the Contract forthwith in the following circumstancesby giving a notice of termination and its reasons thereof to the Contractor,referringto thisGCC.43:

a. if the Contractor becomes bankrupt or insolvent, has a receiving order issuedagainst it, compounds with its creditors, or, if the Contractor is a corporation,
aresolutionispassedororderismadeforitswindingup(otherthanavoluntary liquidation for the purposes of amalgamation or reconstruction), areceiverisappointedoverany partofitsundertaking orassets,oriftheContractortakes orsuffers anyotheranalogous actionin consequenceofdebt

b. if the Contractor assigns or transfers the Contract or any right or interestthereinin violation of GCC.44

c. if the Contractor, in the judgement of the Purchaser has engaged in corrupt orfraudulentpractices incompetingfororin executingthe Contract
Forthepurposeof thisClause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurementprocessor in Contractexecution.
"fraudulent practice" means a misrepresentation of facts in order to influence aprocurement process or the execution of a Contract to the detriment of thePurchaser and includes collusive practice among bidders (prior to or after bidsubmission) designed to establish bid prices at artificial non-competitive levelsandto deprivethePurchaser ofthebenefits offreeand opencompetition.

GCC.43.2.2. IftheContractor:

a. hasabandonedorrepudiatedtheContract

b. haswithoutvalidreasonfailed tocommenceWorkspromptly

c. persistently fails to execute the Contract in accordance with the Contract orpersistently neglects to carry out its obligations under the Contract without

justcause

d. refusesorisunabletoprovidesufficientmaterials,servicesorlabourtoexecuteandcompletetheWorksinthemannerspecifiedintheProgramfurnished under GCC.20 (at rates of progress that give reasonable assurance tothe Purchaser that the Contractor can attain Completion of the Works by theTimefor Completion as extended.

Then the Purchaser may, without prejudice to any other rights it may possessunder the Contract, give a notice to the Contractor stating the nature of thedefault and requiring the Contractor to remedy the same. If the Contractor failsto remedy or to take steps to remedy the same within fifteen (15) days of itsreceipt of such notice, then the Purchaser may terminate the Contract forthwithby giving a notice of termination to the Contractor that refers to this clauseGCC.43.2 .

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

a. cease all further work, except for such work as the Purchaser may specify inthe notice of termination for the sole purpose of protecting that part of theWorks already executed, or any work required to leave the Site in a clean andsafecondition
b. terminateallsubcontracts,exceptthosetobeassignedtothePurchaserpursuantto paragraph (d)ofGCC.43.2.3
c. deliver to the Purchaser the parts of the Works executed by the Contractor uptothedate oftermination
d. to the extent legally possible, assign to the Purchaser all right, title and benefitof the Contractor to the Works and to the Equipment/Materialsas at the dateof termination, and, as may be required by the Purchaser, in any subcontractsconcludedbetween the Contractorand itsSub-contractors
e. delivertothePurchaseralldrawings,Specificationsandotherdocumentsprepared by the Contractor or its Sub-contractors as at the date of terminationinconnection with theWorks

GCC.43.2.4.The Purchaser may enter upon the Site, expel the Contractor, and complete theWorks itself or by employing any third party. ThePurchaser may, totheexclusion of any right of the Contractor over the same, take over and use withthe payment of a fair rental rate to the Contractor, with all the maintenancecosts to the account of thePurchaser andwith an indemnification by thePurchaserforallliabilityincludingdamageorinjurytopersonsarisingoutofthePurchaser'suseofsuchEquipment/Materials,anyContractor'sEquipment owned by the Contractor and on the Site in connection with theWorks for such reasonable period as the Purchaser considers expedient for thesupplyand installation ofthe Works.

GCC.43.2.5.Upon completion of the Works or at such earlier date as the Purchaser thinksappropriate,thePurchasershallgivenoticetotheContractorthatsuchContractor's Equipment will be returned to the Contractor at or near the Siteand shall return such Contractor's Equipment to the Contractor in accordancewith such

notice. The Contractor shall thereafter without delay and at its costremoveor arrangeremoval ofthe same fromthe Site.

GCC.43.2.6.Subject to GCC.43.2.7 the Contractor shall be entitled to be paid the ContractPrice attributable to the Works executed as at the date of termination, the valueof 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 andsafe condition pursuant to paragraph (a) of GCC.43.2.3 Any sums due to thePurchaserfromthe Contractor accruing prior tothe date of termination shallbededucted from theamount tobepaid tothe Contractorunderthis Contract.

GCC.43.2.7.If the Purchaser completes the Works, the cost of completing the Works by thePurchasershall bedetermined.

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,exceedstheContract Price,theContractor shallbe liable forsuchexcess.

IfsuchexcessisgreaterthanthesumsduetotheContractorunderGCC.43.2.6, the Contractor shall pay the balance to the Purchaser, and if suchexcess is less than the sums due to the Contractor under GCC.43.2.6, thePurchasershall paythe balanceto theContractor.

The Purchaser and the Contractor shall agree, in writing, on the computationdescribedaboveand themanner in whichanysums shall bepaid.

GCC.43.2.8.NoaccountshallbetakenofanyincreasedcostwhichresultsfromtheContractor'sdefault or negligence.

GCC.43.3.In this clause GCC.43, the expression “Works executed” shall include all workexecuted,InstallationServicesprovided,anyandEquipment/Materialacquired(orsubjecttoalegallybindingobligationtopurchase)bytheContractor and used or intended to be used for the purpose of the Works, up toandincludingthe date of termination.

GCC.43.4.In this clause GCC.43, in calculating any money due from the Purchaser to theContractor,accountshallbetakenofanysumpreviouslypaidbythePurchasertotheContractorundertheContract,includinganyadvancepayment paid pursuanttoAppendix1totheContractAgreement.

GCC.44. Assignment

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

Section IV–SpecialConditionsofContract

The following Special Conditions of Contract (SCC), Section-V, shall supplement/amend theGeneralConditionsofContract(GCC),Section-IV.Whereverthereisaconflict,theprovisionsin SCCshall prevail over thosein theGCC.

SCC Item No	GCC Clause Ref, If any	Data
1		The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract
2		The Appointing Authority for Adjudicator shall be Additional Chief Engineer, Kolkata Transmission Zone.
3	**Error! Reference ource not found.**4.	The terms of payments are as under: **(**The bill or GST invoice in triplicate along with SRV, Challan, Warranty & relevant supporting documents are to be submitted to the site engineer for incorporating necessary certificate and forwarding the same to this office for arranging payment by the paying officer in due course subjected to deduction of 3 % as security deposit including initial security deposit.
4	Paying Authority	The Paying Authority shall be the Manager (F & A), Saltlake Area Office, WBSETCL.
5	Consignee Officer	The AE, Engineer-in-Charge of NT AA-I 132 KV Sub-Station, WBSETCL.
6	Controlling Officer	The Controlling Officer will be SE & Area Manager, Saltlake Area Office, WBSETCL.
7	GCC.7	Security Deposit: The purchaser shall deduct @ 10 % or any equivalent amount from Bill as security deposit till the total deduction becomes 10 % of the final contract price including initial security deposit.
8	GCC.26.2**Error! eference source not found.**	Defects Liability: In the event of any defect in the Equipment/Materials arising out of faulty design, materials, workmanship within the Defects Liability Period as mentioned in the Purchase Order, the Supplier shall be responsible for rectification of the defect, damage or replacement of the defective or damaged Equipment/Materials to the satisfaction of the Purchaser. The materials supplied shall be guaranteed for **12 (Twelve) months** from the date of completion of the work against any defect of materials or services. Any item not satisfying the specifications or performance characteristics shall have to be replaced free of cost within a reasonable time after receipt of intimation from the ordering authority.
9	Delivery Schedule:	All the materials are delivered including successfully erection, testing and commissioning within 3 (Three) months from the date of placement of order (LOA).

Section V – Technical Specifications

Technical Specification for Air Conditioning System of Inverted type,5 Star, BEE Rating, Split AC Machine which installed at Control Room and PLCC Room of NTAA-I 132 KV Sub-Station under Saltlake Area Office, WBSETCL:

1. **Scope:**

1.1. This section of the specification covers design, manufacturing, assembly, testing at manufacturer's works, supply, delivery at site, installation including all required fittings and fixtures (as specified in this specification and bidding schedule, testing and commissioning) of Air-Conditioning equipment for stated Control Room and PLCC Room at NTAA-I 132 KV Sub-Station, WBSETCL.

1.2. The scope of supply shall include all components, parts, accessories, etc. complete in all respect, which is necessary for assembly, installation, operation and maintenance of Air-Conditioning Equipment (s) as further elaborated in this specification and bid schedule. Any other item of work not covered under this specification individually or specifically but required for successful commissioning and operation of the AC Equipments shall be considered in the bid with specific mention in the bid schedule in details.

2. **Standards:**

The Air Conditioning equipment (s) shall be in conformity to the latest editions of relevant Indian Standards or IEC Standards.

3. **Inspection:**

The bidder must be inspection of the stated Control Room and PLCC Room at NTAA-I132 KV Sub-Station, WBSETCL will be also necessary for the purpose of careful study of plan, elevation and accommodation of said Building and specification of existing door, windows and or other openings. Detailed study for layout of probable pipe and cable will be required.

4. **Air Condition System Parameter:** Salient features of the proposed system considered to provide Air Conditioning in the mentioned Sub-Station are as follows: -

(a) To maintain a temperature and relative humidity as specified below under maximum ambient condition, in addition, to ensure adequate and even air circulation in all parts of the Room.

(b) To avoid formation of hot pocket zone in any part of Air Conditioned Control Rooms.

(c) To maintain specified cool air temperature and relative humidity uniformity at all parts of the Air Conditioning Zone.

4.1 **Outdoors & Indoors Temperature and related conditions:**

Sl. No.	Description	Outdoor (Maximum)	Indoor (Conditioned)
1	Dry Bulb Temperature (o C)	45 °C (113° F)	23.1 (+ -) 1.1 ° C.
2	Wet Bulb Temperature (oC)	28.3 ° C (83° F)	--
3	Relative humidity (%)	100%	55 (+ -) 5%
Note : Ambient for DBT & WBT occurring simultaneously in summer			

Note: Type of roof insulation, if any, is to be verified by the bidder after site inspectionasmentioned in Clause No: 3

5. **Other Considerations:**

5.1 Solar and Transmission Heat gain through roof, walls, windows, floors, etc. Infiltration through window, doors, walls & ceiling, etc.

5.2 Estimation of Air Quantity in cubic feet per min. (Cfm) for the spare(s) under consideration.

5.3 Room-wise refrigeration capacity to maintain the desired conditions in all parts of the room as stipulated in Cl. 4 of this specification without formation of any hot pockets in any part of the room.

5.4 Other relevant considerations for calculation of heat load to arrive at refrigeration load and cfm Load Capacity.

6. Technical Specification of the Equipment:

6.1 The Air Conditioning Equipment shall be a standard product of the manufacturer and of a design of proven reliability & satisfaction in the service intended.

6.2 Air Conditioning System shall be suitable for continuous operation of 24 hours at a stretch in a day for stated Sub-Station.

6.3 The condensing unit shall be air-cooled type and be provided with hermetically sealed compressor meant to give a durable, trouble free and low noise performance. The compressor shall be capable of operating continuously at a maximum ambient temperature of 52°C. The condensing unit shall be suitable for outdoor installation in weather exposed to sun and rain and shall be so placed to facilitate easy access for maintenance.

6.4 The refrigerant shall be non-inflammable, non-toxic and non-explosive and have the pressure and temperature characteristics suitable for this operation. It is proposed to provide R-32 Gas being the safest.

6.5 All refrigerant pipes shall be of copper possessing sufficient strength and size suitable for service and shall be provided with thermal insulation of suitable material. These pipes shall be clamped to the wall maintaining the aesthetic aspects of the building elevation. Necessary drain piping shall be of good Quality PVC material and the inclination of the PVC piping shall be properly adjusted for smooth draining out of leakage water of the Air Conditioning Unit.

6.6 Air-Conditioning System shall be completed with condensing units, room units, inter-connecting refrigerant piping, PVC piping or condensed water drainage to suitable outlets, wiring between the outdoor condensing unit and indoor room unit, wiring between AC switchboard and outdoor condensing unit, protection devices, temperature control units, and other accessories required for successful performance of the machines. All wiring shall be of fire retardant.

6.7 **The equipment shall be suitable for operation on 415V (+ -) 10%, 3-phase AC, 50 Hz (+ -) 5% supply. Necessary earthing arrangement as required shall be made as per relevant codes & Rules.**

6.8 **The Air Condition Machine in the Control Room and PLCC Room shall be Programmable Logic Controlled (PLC) type with auto control mode and having on-off switches so that rotational running of the machine is maintained automatically. This should include supply and installation of required panel board, distribution board and timer unit for Programmable Automatic Running of individual Air Conditioning Machines should be for a maximum period of 24 hours continuously at a stretch. Running combination of individual units shall have to be indicated on the panel board.**

6.9 In any equipment, within the guarantee period fails to meet the specified a guaranteed performance as covered under this technical specification shall be liable to rejection and subsequent replacement of the equipment at site at cost and responsibility of the contractor.

6.10 **Energy Efficiency: 5 Star, BEE Rating, ISEER Value: Minimum 5**

6.11 **Input Power: Maximum 1400 Watts**

7.**Description of work:**

The work under this contract for design, supply, erection, testing and commissioning of Air Conditioning System shall include the following: -

(a) 5 Star, BEE Rating, Inverter type Split Air Conditioning Units (**Condenser and Evaporator unitmust be of full Copper).**

(b) Refrigeration and drainpipe are to cover full requirement as per site conditions to make the system stabilizes.

(c) Mounting structures of outdoor condensing units and indoor room units, fixing arrangementof all supports and hangers, necessary supporting arrangement of all pipes, boxing or indoor units, fitting, fixing of grille (air inlet), trap doors, etc as per approved drawing and direction of E-I-C.

(d) Cables required for wiring from AC Switch Board to outdoor unit and indoor room units and to Air Conditioning Control Panel and PLC Panel Board with required rated MCB. All cables and wires shall be of approved quality and meet BIS Standard.

(e) All masonry works for installation of the Air Conditioning System shall be of good quality and should satisfy our authorized representatives.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT FOR

"Supply, delivery, erection, testing and commissioning of wall mounted, 5 Star, BEE Rating, Inverter type Split AC Machines having Capacity 29 Nos X 2 TR for replacement of existing AC Machine. Condenser and Evaporator unit of the stated AC Machine must be of full Copper for Control Room and PLCC Room at NT AA-I 132 KV Sub-Station under Salt Lake Area Office, WBSETCL".

NIe-T No: ACE/ KTZ /NTAA-I/Supply & Erection/AC Machine/2024-25/08, Dated: 10.07.2024

Section VI
Annexure

OFFICE OF THE ADDITIONAL CHIEF ENGINEER, KOLKATA TRANSMISSION ZONE, WEST BENGAL STATE ELECTRICITY TRANSMISION COMPANY LIMITED
NEW ADMINISTRATIVE BUILDING, 3RD FLOOR,
21, CHOWBAGA ROAD, PO & PS: TILJALA, KOLKATA-700039.

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. These Standard Bid Documents are applicable for Service contracts (other than Turnkey contracts) for open competitive bidding and not applicable for limited and single tender

SECTION VI-A

1. Bid Form
2. Price Schedule
3. Power of Attorney in favour of Signatory of the Bid
   (To be executed on Non-judicial Stamp paper)
4. Qualification Criteria
5. Declaration regarding eligibility
6. Bid Security

SECTION VI-B

7. Contract Agreement
8. Letter of Award (LoA)
9. Bank Guarantee for Contract Performance
10. Proforma for Material Accounting & Reconciliation
11. Proforma of Indemnity Bond for “Purchaser Issued Materials”

SECTION VI-A

1. Bid Form

To,
…….. [WBSETCL address]…….

Sub: Bid for…….. against NIT no. ……

Dear Sirs,

We, the undersigned bidder, having read and examined in detail the specifications and the terms and conditions in the bidding documents do hereby submit our bid for the subject NIT as per the following details.

We confirm that the Works and services will be completed as per the schedule of completion specified in the bidding documents.

We understand that rate of applicable CGST plus WBGST, or IGST, as the case may be, quoted by us in the Bid is binding on us. For the purpose of bid comparison, the said quoted rate would be considered as the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids.

We further understand and hereby confirm , any variations in applicable CGST plus WBGST, or IGST, as the case may be, and levies on these transactions is also to our account and no claim whatsoever will be entertained by you in this respect.

If our bid is accepted, we agree to provide contract performance guarantee for an amount equal to ten percent (10 %) of the contract value, either by way of adjustment of the bid security and deductions from progressive payments, or by submitting a bank guarantee, as per the General Conditions of Contract.

1.	Name of bidder Office Address Tel. No.: Fax No.: E-mail: Factory Address Tel. No.: Fax No.: E-mail:	
2.	Address of bidder's Kolkata Office Name: Designation: Address: Tel. No.: Fax No.: E-mail:	
3.	(i) **Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws**:(a copy of certificate of registration to be enclosed) (a copy of certificate of registration to be enclosed)	

4.	TAN No.: (a copy of certificate to be enclosed) PAN No: (a copy of certificate to be enclosed)	
5.	SSI/MSME Regn. No. validity up to: (a copy of certificate of registration and proof of validity should be enclosed)	
6..	Particulars of Bid Security submitted	Bank draft/Banker's cheque/Pay Order Number: Amount: Issued by: ***[Insert for procurements valuing Rs. Fifty (50) lakhs and above]*** Bank Guarantee No. and date Name of the Issuing Bank Amount of BG Validity
7.	Offer validity	Agreed to the validity period specified by WBSETCL in detailed NIT
8.	E.P.F/E.S.I number: (a copy of certificate of registration should be enclosed)	

We enclose herewith all the supporting documents along with the Bid Form in line with the requirement of ITB.

a. Bid Form & Price Schedule
b. Bid Security
c. A Power of Attorney
d. Details and documentary evidence to establish that the bidder meets the qualification requirements
e. A declaration affirming eligibility
f. Technical drawings and documentation as specified (insert if applicable)

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

2. Price Schedule

Price Schedule

S.No	Description of Item	Estimated Cost (INR)
i.	Total (Supply &Erection Work) = Estimated value excluding GST & CESS=	A
ii.	Rate Quoted by Vendor (%) on A = (Above/Below/At Par)	B
iii.	Total Amount including Contractual Centage (Rs)=C= A+B	C
iv.	Tax: Including/Excluding GST	
iv.	Quote of GST Percentage On C	D
v.	Total amount including GST and Contractual percentage E= D+C	F
vi.	Tax: Cess 1% of F	G
vi.	Total Order Value G including Cess & GST H= F+G	H
Total (Supply &Erection Work)		

Note: This is a representative sample Price Schedule calculation format. This format may be changed/added/deleted depending upon the nature and scope of Works and Services.

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

[Applicable for companies and partnership firms]

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

KNOW ALL MEN BY THESE PRESENTS THAT WE,…… [insert the name of the Bidder]……. a Company incorporated under the Companies Act, 1956 and having its registered office at ……[insert address]……. (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. I …… [insert nameof the person giving the power of attorney]…….presently holding the position of …….. (insert designation of the person giving the power of attorney)…… in the company do hereby constitute, appoint and authorize Shri…… (insert name, designation and residential address of the person to whom the power of attorney is being given)…… as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against NIT no. …….. floated by WBSETCL. I hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Purchaser in connection with the Bid for the said tender till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named …… severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I,…….. have executed these presents this the ……day of ……at ……...

…….
EXECUTANT
Designation ……...
Name of Company…….……
…….
Specimen Signature of Attorney
Name……
Designation……..

Signature of the Attorney Attested
……
EXECUTANT
Name……
Designation……

Office Seal……

Qualification Criteria

NIT No:
Bidder's Name and address

To
WBSETCL address

Dear Sirs,

We seek qualification under NIT No ------- and our qualification data is enclosed in the following Forms:

1.	Annexure 4A	:	Details for meeting financial qualification requirements
2.	Annexure 4B	:	Details for meeting technical qualification requirements

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of self attested LoAs, completion certificates, agreements etc. supporting the details/data provided in Annexure - 4A and 4B.

Annexure - 4A: Details for meeting financial qualification requirement

NIT No:

Bidder's Name and address

To
WBSETCL address

Dear Sirs,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We confirm that our annual turnover during any of the preceding three financial years as on date of bid opening is not less than ……(insert the amount as per NIT)…….. In support of above, we are enclosing ……*[Balance Sheets and Profit & Loss Account duly certified by the statutory auditors, or IT Return duly acknowledged by the tax department, or any other documents to be inserted as applicable]*…….... We are also enclosing authenticated copies of original documents defining the legal status, place of registration and principal state of business.

S No		
1.	Annual Turnover Financial Year (Note: The financial year should be any one out of the preceding three (3) financial years as on the date of bid opening)	Rs. Lakhs …….
2.	Net Worth as at the end of the financial year immediately preceding the date of bid opening ***[Insert only for Works and services having estimated cost Rs Fifty (50) lacs and more, as applicable]***	
3.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return duly acknowledged by the tax department] for the above mentioned financial years	Yes/No
4.	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business. [Enclose Memorandum of Association and Articles of Association of the Company and certificate of incorporation]	Yes/No

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Annexure - 4B: Details for meeting technical qualification requirement

NIT No:

Bidder's Name & Address:

To
WBSETCL Address

To satisfy the technical qualification requirements stipulated in Bidding Documents, we provide the following details.
List of similar Works and services executed in last five (5)* years:

S No	Owner/ Client	Scope of works	Order Value	Schedule Time of Completion	Actual Time of Completion	Reason for delay (if any)

** Bidders can choose to mention important assignments executed within the period as mentioned in the qualifying requirements.*

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format, may be used and annexed to this format if required.
- Relevant client certificates or any other documents to be furnished to justify the above data

5. Declaration regarding eligibility

(To be executed on non-judicial stamp paper of appropriate value as applicable in the state of West Bengal)

I am the ……*[insert title/ designation]*…….. and the duly authorized representative of ……*[insert name of the bidder]*…….. and that I possess the legal authority to make this Declaration on behalf of the bidder.

I solemnly declare and affirm that to the best of my knowledge, information, and belief, the above bidder:

a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors; or,
b) Have fulfilled his obligations with regard to the payment of taxes or other payments due in accordance with the laws of the country; or
c) Have not been declared by WBSETCL to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract.

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

I declare that the particulars furnished above are true and correct to the nest of my knowledge and belief and nothing in material have been concealed or misrepresented.

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

6. Bid Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Date.....

To

[Purchaser's Name and Address]

Dear Sirs,

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

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

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

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

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

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

WITNESS	**SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK**
……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:…….

Date…….

Note: 1. (*) The amount shall be as specified in the NIT.

(**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person

(@)The bid security shall be valid for a period as specified in NIT.

2. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the guarantee

SECTION VI-B

7. Contract Agreement

[Applicable for contracts with value of Rs. Fifteen (15) lacs and above]

THIS CONTRACT AGREEMENT is made the ……..day of ……, 20……

BETWEEN

West Bengal State Electricity Transmission Company Limited, having been constituted under the Company's Act , 1956 (read with W.B. Power Sector Reforms Transfer Scheme 2007) under Section 131(4) of the Electricity Act, 2003, having its Registered office at ……(hereinafter referred to as the "WBSETCL" or "Purchaser" which expression , unless repugnant to the context shall include its administrators, successors, executors and permitted assigns) OF THE FIRST PART ,

and

…….. **[Name of Contractor]**……., a company incorporated under the Companies Act, 1956, having its principal place of business at ……..[address of Contractor]……..…. (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

(OR)

…….. **[Name of Contractor]**……., (a Partnership Firm) registered under the Indian Partnership Act, 1932, having its Head Office at ……..[address of Contractor]……. and consisting of …….. Partners namely …….. (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

(OR)

…….. **[Name of Contractor]**……., a proprietary concern having its principal place of business at ……..[address of Contractor]……. and owned and controlled by its Sole Proprietor namely ……. (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

WHEREAS the Purchaser has invited bids for …….[briefly describe the scope of Works and services] …….. as per NIT no. ……

AND WHEREAS the Contractor had participated in the above referred bidding vide

their bid proposal no. …….. dated …….. including its amendments, if any and Purchaser after examining the said bid accepted their aforesaid bid and awarded the Contract to the Contractor on terms and conditions more specifically contained in its Letter of Award No. …….. and the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluded contract, hereinafter called the "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. AWARD OF CONTRACT

1.1. The Purchaser has already awarded the CONTRACT to the Contractor for the Works and service of …….. on the terms and conditions contained in the Letter of Award No. …… dated …… and the documents referred to therein and under these presents. The contract has taken effect from ……. i.e. the date of issue of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding article.

2. CONTRACT DOCUMENTS

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

i. The Contract agreement
ii. Letter of Award
iii. Special Conditions of Contract, including any amendment/errata thereto
iv. General Conditions of Contract, including any amendment/errata thereto
v. Technical Specifications and Bid Drawings, including any amendment/errata thereto
vi. The bid submitted by the Bidder, i.e. Bid Form along with its attachments and Schedule of Quantities/Price Schedules
vii. Annexures

3. CONDITIONS & COVENANTS

3.1. The scope of Works and services under the Contract shall include ……

3.2. The scope of Works and services under the Contract as specified above, consideration, terms of payment, taxes, duties and insurance wherever applicable, agreed time schedule, liquidated damages for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.

3.3. The progress of Works and services shall conform to the agreed work schedule.

3.4. The Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract

Agreement. Any modifications of the Contract Agreement shall be effected only by the written instrument signed by the authorized representatives of both the parties.

4. The total Contract price for the entire scope of this Contract as detailed in clause no. ……. of the Letter of Award is …… Detailed Price Schedules are attached herewith.

5. The Terms of Payment is governed by GCC clause no. ……

6. Governing Laws

6.1.The laws applicable to this Contract shall be the laws in force in India

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at ……..…[mention the place where Contract is signed]…….

Signed by for and on behalf of the Purchaser

……
[Signature]

……
[Title]

In the presence of

…… (Signature, Name and Title)

Signed by for and on behalf of the Contractor

……
[Signature]

……
[Title]

In the presence of

…… (Signature, Name and Title)

8. Letter of Award (LoA)

Ref. No.:
Date:

To,
……....
Contractor's Name & Address
……

Attn: Mr……..

Sub: ……..… [brief description of scope of Works and services]……

Ref: (i) NIT No: …….
(ii) Bidding documents against NIT No ……..along with clarifications/ amendments dated …… *[References of all correspondence (if any) with successful bidder(s) to be referred]*
(iii) Your bid dated …..… against NIT No……. and subsequent letter dated ……. *.[Reference of all correspondence (if any) by successful bidder(s) to be referred]*

Dear Sir,

On reference to the above, we are pleased to place this Letter of Award with you for the …….[insert the name of the Works and services]…… at the price and terms and conditions stipulated in General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Schedule of Quantities.

1. Scope of Works and services

……. [insert brief scope of Works and services]……

2. Contract Price

Rs…… [insert value in figures]……
Rupees……. [insert value in words]……..
Above prices are firm and not subject to any variation on any account.

The prices given above are inclusive of loading and unloading at Site and at Contractor's works and inclusive of cost of transportation and transit insurance. The prices given above are inclusive of all taxes and duties applicable.

Detailed Price Schedules will be attached herewith.

3. Taxes & Duties:

[Insert provisions with regard to taxes and duties as applicable to the contract]

Goods and Services Tax:

CGST plus WBGST, or IGST, as the case may be, will be paid extra at the applicable rate in force as on seven (7) days prior to the last date of submission of bids.

The Tax invoice should contain valid PAN issued by Income Tax Department, Government of India and such other details as has been mentioned in Rule 46, Tax invoice, of Central Goods and Services Tax (CGST) Rules, 2017.

The supplier is requested to furnish one copy of each of the tax invoice, duly attested by the Paying Authority, to the Manager (F&A), Saltlake Area Office, WBSETCL, Abhikshan Building, Kolkata-700091.

WBSETCL shall deduct tax from the payment made or credited to the supplier, on the value of taxable services, 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. Necessary TDS Certificate will be issued to the Contractor after deduction.

If there be any variation of statutory taxes - (such as - CGST, WBGST, IGST, etc.) within the pendency of the Contract period, the same shall be payable extra on submission of documentary evidenceWOCC: WOCC Tax will be applicable as per notification of Govt. of West Bengal.

BOCWWC: 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.

Taxes on supply of materials, if involved

[Method of payment of taxes and duties to be mentioned here]

[Variations, if any, on taxes and duties to be mentioned here]

4. Completion Schedule

The Works and services are to be completed within ……[insert period in months]…….

Date of commencement of Works and services shall be reckoned from the actual date of handing over of the Site.

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

5. Contract Performance Guarantee [***Applicable only for Works and services having a value less than Rs.Fifty (50) lacs]***

Bid Security of Rs. ……[insert amount in figures and words]……..... deposited by you along with the bid vide ……[insert DD/Pay Order No.]……. Dated…….[insert date of DD/Pay Order]…….. drawn on ……[insert name of the bank and branch]…….. will be converted to initial security deposit. Further amount shall be deducted from the progressive payments so that the total deduction shall constitute not less than three percent (3 %) of the Contract value.

OR

At the time of signing the Contract or within thirty (30) days of the placement of the LoA whichever is earlier, the Contractor shall provide the Purchaser a performance security in the form of bank guarantee, as per Annexure: 9 of Section VI-B, for an amount equal to **three percent (3 %)** of the total Contract Price, from a scheduled commercial bank in India. This shall be valid up to thirty (30) days after the defect liability period, with an additional claim period of thirty (30) days. The bank guarantee will be released after expiry of the defect liability period upon written request by the Contractor. No interest will be paid by the Purchaser on performance security. 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.

6. Drawings
   The Works and services shall be executed on the basis of approved drawings, as per specification and/ or direction of the Controlling Officer.

7. Terms of Payment
   The progressive payment shall be made ……[insert frequency of payment – fortnightly/monthly]……. at ……[insert percentage]…… for the value of Works and services as per provisions of GCC and SCC.

8. The Address for correspondence of Purchaser and Contractor is as follows:

Address of Purchaser:
……..
……..

Address of Contractor:
……..
……..

9. ***[Insert if applicable]*** You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within..... [Specify]..... days from the date of this Letter of Award.

10. This LoA is being issued to you in duplicate. Please acknowledge the receipt of this LoA and convey your acceptance within seven (7) days from the date of issue of this LoA by returning one (1) copy duly signed with stamp and recording "Accepted unconditionally". If no acceptance/communication is received within seven (7) days, it will be considered that the LoA has been accepted.

11. This Letter of Award shall be subject to the Technical Specifications and terms and conditions as mentioned in General Condition of Contract and Special Condition of Contract which shall form an integral part of this LoA.

12. Please take necessary action to commence the Works and services and confirm action.

Yours faithfully,
for and on behalf of
…….(Authorised Signatory)……
..…….(Name of the Purchaser)……

9. Bank Guarantee for Contract Performance

(To be stamped in accordance with Stamp Act)

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

To
[WBSETCL's Address]

Dear Sirs,

In consideration of West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s …… with its Registered/Head Office at ……(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No…….. dated …….. valued at ……. for …….. (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **three percent (3 %)** of the said value of the Contract to the Purchaser.

We …….. (Name and Address) having its Head Office at …….. hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay WBSETCL, on demand any and all monies payable by the Contractor to the extent of …….. as aforesaid at any time upto …….....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBSETCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSETCL and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSETCL and further agrees that the guarantee herein contained shall continue to be enforceable till thirty (30) days after the validity of this guarantee.

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

The Bank also agrees that WBSETCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBSETCL may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to …… and shall remain in force up to and including …… and shall be extended from time to time for such period, as may be desired by M/s …….on whose behalf this guarantee has been given.

All rights of WBSETCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this guarantee against the Bank within thirty (30) days from the above mentioned date or from the extended date.

Dated this ……day of …….20 …… at …….

Witness:

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:…….

Date…….

Note:	1.	(#) Complete mailing address of the Head Office of the Bank to be given
	2.	The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the state of India from where the BG shall be operated, whichever is higher
	3.	A bank guarantee will be accepted as Contract Performance guarantee only in Works and services having total contract value of Rs. Fifty (50) lacs or more.

10. Proforma for Material Accounting & Reconciliation

[NOT APPLICABLE]

Name of Materials. .....
Reconciliation.....

1. Name of the Contractor :

2. Name of the Works and services :

3. Contract No. and Date :

4. Location of the Contractor's Stock/godown :

5. Total estimated requirement in the Contract :

6. Indemnity Bond furnished towards The value of security towards Materials :

Note: Separate proforma for each type of material-

a. Structural Steel
b. Cables
c. ……
d. ……..

Same proforma to be used till it is filled by succeeding reconciliation
Fresh proforma for each reconciliation is prohibited.

Sl. No	Date of Reconciliation	Cumulative quantity issued till last reconciliation	Cumulative quantity incorporated in the Works and Services as certified by the Controlling Officer	Quantity returned	Permissible wastage	Quantity available in stock of Contractor	Unaccounted materials C-(D+E+F+G)	Whether recovery of unaccounted (Column H) effected. If so, amount recovered and bill/MB No.	Outstanding recoveries (cumulative till date)	Remarks
A	B	C	D	E	F	G	H	I	J	K

Note: Reconciliation shall be done at minimum frequency of three (3) months.

(Signature of Controlling Officer)

(Signature of Contractor's authorized Site representative)

Name and Designation……..
Seal…….

11. Proforma of Indemnity Bond for "Purchaser Issued Materials"

(On non-judicial paper of appropriate value and to be stamped in accordance with Stamp Act)

INDEMNITY BOND [NOT APPLICABLE]

THIS INDEMNITY BOND is made this .....day of ..... 20..... by ..... (Contractor's Name) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its registered office at ..... (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of West Bengal State Electricity Transmission Company Limited, a Company incorporated under the Companies Act, 1956 having its registered office at ..... (hereinafter called "WBSETCL " which expression shall include its successors and assigns) :

WHEREAS WBSETCL has awarded to the Contractor a Contract for .....vide its Letter of Award/Contract No.....dated ..... and its Amendment No. ..... and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBSETCL has agreed to issue from time to time to the Contractor according to the requirements for incorporation in the Works and services under the said Contract. The "Purchaser Issued Materials", viz. 'Cement' and/or 'Reinforcement Steel' and/or 'Structural Steel' and/or '*****' (hereinafter called "Purchaser Issued Materials") necessarily required for performance of the aforesaid Contract.

And WHEREAS one of the conditions for the issue of the "Purchaser Issued Materials" is that the Contractor shall furnish an Indemnity Bond in favour of WBSETCL covering the full value for the total quantities of "Purchaser Issued Materials" which shall remain in the safe custody of the Contractor during the execution of the Contract.

NOW THIS Indemnity Bond witnesses as follows:

1. That in consideration of various Purchaser Issued Materials as aforesaid issued/to be issued free of cost by the Purchaser to the Contractor from time to time as per the requirements for the purpose of the performance of the said Contract valued at Rs…….. (amount in Figures) ..... (amount in words) ..... the Contractor hereby undertakes to indemnify and shall keep WBSETCL indemnified, for the full value of the said Purchaser Issued Materials. The Contractor hereby acknowledges receipt of the said Purchaser Issued Materials as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent Purchaser Issue Materials as will be issued by Purchaser in form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond.
2. That in terms of the said Contract, the maximum quantity of "Purchaser Issued Material" at any point of time during the currency of the Contract shall not exceed the quantity as is identified herein below in column 'd' and its value for the purpose of Indemnity Bond are as given below:

Sl. No.	Name of items of Purchaser Issued Materials	Total quantity in Contract (Nos)	Max quantity at any point of time (Nos)	Rate Rs./MT	Total Amount Rs) for total quantity in the Contract
A	B	C	D	E	F=(C x E)
Total value of this Indemnity Bond = Total value in Rs……..					

3. That notwithstanding the above maximum quantity (Column 'D' above) of 'Purchaser Issued Materials' that remain in the custody of the Contractor at any point of time, the actual issuance of materials with the aforesaid total limit shall be governed by the actual schedule of execution of Works and services as may be agreed to between the Contractor and the Purchaser from time to time. The issuance of lesser quantities and/or availability of balance unused quantity at site of 'Purchaser Issued Materials' shall not in any way dilute the obligation of the Contractor under this Indemnity Bond except that its value in such

case will stand reduced to the value of such materials actually with the Contractor computed at the same unit rate as mentioned in para 2. above.

4. That the value of Indemnity Bond as brought out in para 2. and 3. above are linked with the following unit rate of these materials:

Sl. No	Material	Unit Rate
	AC Machine	
	……	

That in the event of any upward revision of the aforesaid rate by the concerned authorities, the value of the Indemnity Bond shall be enhanced proportionately by the Contractor by executing a fresh Bond.

5. That the Contractor undertakes to keep these 'Purchaser Issued Materials' as the Purchaser's site at a place duly notified by the Controlling Officer and shall not take out these materials or allow the same to be taken out of the site under any circumstances whatsoever.

6. That the Contractor shall remain absolutely responsible for the safe custody and protection of the 'Purchaser Issued Materials' against all risks whatsoever till these are duly incorporated in the Works and services as per the terms of the Contract and non utilized materials will be promptly returned to the Purchaser in accordance with the said Contract and as such the Contractor do hereby undertakes to indemnify and shall keep the Purchaser indemnified against any loss or damage or conversion that may be caused or done to the said 'Purchaser Issued Materials' while in the Contractor's possession/custody. These materials shall however, at all times, be available for inspection by the Controlling Officer from time to time.
7. That the Purchaser shall have the absolute right at all times to take possession of the 'Purchaser Issued Materials' in whatever form the 'Purchaser Issued Materials' may be, if in its opinion, the 'Purchaser Issue Materials' are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of Purchaser to promptly return the 'Purchaser Issued Materials' without any demur or reservation, protest or contest.
8. That the Contractor shall keep the 'Purchaser Issued Materials' as a 'Trustee' on the Purchaser's behalf and the ownership of these materials shall always vest in Purchaser.
9. That the 'Purchaser Issued Materials' shall exclusively be used by the Contractor for performing the Works and services under the Contract and for no other work or purpose whatsoever, otherwise it will be treated as criminal breach of trust. Should however, at any time, any loss/damage occur to the 'Purchaser Issued Materials' in part or in full or the same or any part thereof is misused or converted or used for any other purposes other than the contractual purpose by the Contractor or the surplus unused materials and the wastage/scrap are not returned to Purchaser in terms of the Contract, then Purchaser shall be entitled to recover from the Contractor, the compensation at the specified rates under the Contract for and in respect of such misuse, loss, damage, or conversion or any other unauthorized use not intended under the Contract, without prejudice to any other remedies which may be available to Purchaser including deduction from any payment/dues to or any sum which at any time hereinafter may become due to the Contractor under the Contract.
10. That in the event of any misuse, loss or damage as aforesaid, the assessment for such misuse, loss or damage and the assessment of the compensation thereof would be made by Purchaser or its authorized representatives and the said assessment shall be final and binding on the Contractor.

11. That this Indemnity Bond shall be valid till six (6) calendar months after the scheduled date of completion of Works and services under the Contract and shall be extended from time to time till the entire work under the Contract is successfully completed or earlier upon determination of Contract and all the surplus/wastage/scrap materials are fully returned and the account for 'Purchaser Issued Materials' is finally settled between the Contractor and Purchaser, whichever event is later.
12. That non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trusts on the part of the Contractor and he shall be liable for all legal/penal consequences thereof.
13. Now the condition of this Bond is that the Contractor shall duly and punctually comply with all the terms and conditions of this Bond to the satisfaction of Purchaser, then, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.
14. That this Bond shall be irrevocable during the validity period and the Contractor shall not revoke this Bond till it is discharged by Purchaser in writing.

For and on behalf of
…… (Contractor's Name)……..
Signature…….……
Name……..
Designation of
Authorized representative……..

WITNESS

1. …….
2. ……..

Accepted by:

……..
(Name and Designation)
……
For and on behalf of WBSETCL

Notes:

*** For Proprietary Concerns**

Mr. ……. son of …… resident of …….. carrying on business under the name and style of …… at ……. (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives.)

*** For Partnership Concerns**

M/s. …… a partnership firm with its office at ……. (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives), the names of their partners being:

(i) Mr. ……. son of Mr. …….
(ii) Mr. ……. son of Mr. …….

*** For Companies**

M/s. ……..……. a Company registered under the Companies Act, 1956 and having its registered office at …… in the State of …… and its head office at …… (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his administrators, successors and assigns.)

**Specify as applicable.*

12. Additional Information

(To be submitted before Pre-bid meeting in terms of ITB.9)

(NOT TO BE SUBMITTED WITH THE BID)

Bidder's Name and Address

To
WBSETCL address

Dear Sirs,

No	scription of Information	ference to Bidding documents	ference to Bid Proposal

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note:

Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.

13. Proposed modifications

(To be submitted before Pre-bid meeting in terms of ITB.9)

(NOT TO BE SUBMITTED WITH THE BID)

Bidder's Name & Address: To

WBSETCL Address

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

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

Date :

Place :

(Signature).....

(Authorised Representative of bidder).....

(Designation).....

Name of the bidder: .....