



West Bengal Green Energy Development Corporation Ltd

(A Govt. of West Bengal Company)

CIN: U40108WB2007SGC121189

General Condition of Contract

GCC.1.0

Definition of Terms:

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

- i. The **'Owner' /'Purchaser'/'WBGEDCL'** shall mean the "West Bengal Green Energy Development Corporation Ltd", having its Office at Bikalpa Shakti Bhavan, J1/10, EP& GP Block, Sector V, Salt Lake, Kolkata-700091 and shall include its successors and assigns.
- ii. The **'Engineer-in-Charge'/'Controlling Officer'** shall mean the Chief Engineer ,WBGEDCLor for the purpose of carrying out this contract.
- iii. **'WBGEDCL's representative'** shall mean any person or persons or consulting firm appointed/authorized by the Chief Engineer to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- iv. The **'Contractor'** shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- v. The **'Sub-Contractor'** shall mean any person/agency to whom any part of the contract has been sublet by the contractor with the consent in writing of the Company and will include the legal representatives, successors and permitted assigns of such persons/agency.
- vi. **'Equipment/materials'** shall mean and include all type of construction equipment &materials etc. required for true and satisfactory completion of the work under this contract.
- vii. **'Workmanship'** shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true &satisfactory completion of the work under this contract, are executed.
- viii. **'General conditions'** shall mean all the clauses of General conditions of the

proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

- ix. The term '**Services**' shall mean all works to be undertaken by the contractor as laid down under the head "scope of work" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval". "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- x. '**Day**' means a calendar day beginning and ending midnight.
- xi. '**Month**/'**Calendar month**' means not only the period from the first of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.
- xii. '**Week**' means seven consecutive calendar days.
- xiii. '**Writing**' shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- xiv. The work '**Site**' shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- xv. '**Date of Contract**/'**Commencement Date**' shall mean the date on which Letter of Award will be issued.
- xvi. '**Zero Date**' will be started from the date of issuance of Letter of Award.
- xvii. '**Specifications**' shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments.
- xviii. '**Drawings**' means collectively all the accompanying general drawings as well as all detailed drawings, which may be used from time to time or desired by WBGEDCL.
- xix. '**Approval**' shall mean the written approval of WBGEDCLand/the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xx. '**Manufacturer**' shall refer to the party proposing to design/engineering and construct in complete or in part a particular job/work at their works/premises.
- xxi. '**Labour**' shall mean all categories of labour engaged by the Contractor, his sub-contractors and his piece workers for work in connection with the execution of the worked covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.

	<p>xxii. ‘Plant’/‘Equipment’/‘Stores’ means and include plant and machineries to be provided under the contract.</p> <p>xxiii. ‘Delivery of Plant’/‘Delivery of Equipment’ shall be deemed to take place on delivery of the plant/equipment in accordance with the terms of the contract complete in all respect after approval by WBGEDCL.</p> <p>xxiv. ‘Tests on Completion’ shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WBGEDCL before the plant and equipment are taken over by WBGEDCL and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.</p> <p>xxv. ‘Commissioning’ shall mean the satisfactory, continuous and uninterrupted operation of the equipment/work as specified after all necessary initial tests, checks and adjustments required at site for a period of at least 15 (fifteen) days to the satisfaction of WBGEDCL.</p> <p>xxvi. ‘Urgent Works’ shall mean any urgent measures, which in opinion of the Engineer-in- Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other/reason WBGEDCL may deem expedient.</p>
<p>GCC.2.0</p>	<p><u>Mode of Execution</u></p> <p>The entire work will have to be executed on turnkey basis. Any minor item(s) not included in the schedule or specification but required for completion of the work will have to be carried out/supplied without any extra cost.</p>
<p>GCC.3.0</p>	<p><u>Equipment and Material</u></p> <p>All materials and equipment will be supplied by the contractor. The supply of materials will also include transportation, loading and unloading at work site Contractor will arrange pilfer proof proper storage at his own cost and risk at site for their equipment and materials. The complete system will be under the custody of the contractor till successful commissioning and handing over, at his own risk and cost. WBGEDCL in no case will be held responsible for any loss/damage or theft of materials/equipments; so long those will continue to remain under the custody of the contractor.</p> <p>Equipment and material will comply with description, rating, type and size as detailed in this specification. Equipment and materials furnished will be complete and operative in all respect. All accessories, which are necessary for safe and satisfactory installation and operation of the equipment, will be provided by the contractor. All parts will be made</p>

	<p>accurately to standard gauges so as to facilitate replacement and repair in due course. All corresponding parts of similar equipment must be interchangeable. Contractor will carefully check the available space and the environmental conditions for installation of all equipments at site and will design the system accordingly.</p> <p>Materials brought to the site shall not be removed from the site without the written consent of the WBGEDCL. The contractor shall submit well in advance for approval of samples, specimens as WBGEDCL may demand from time to time. Any material brought to the site and rejected by WBGEDCL shall be removed by the contractor from the site of work immediately.</p> <p>All materials including reinforcing steel, cement for concrete work, sanitary, plumbing & carpentry fittings etc. shall be procured after approval of brand and make by WBGEDCL.</p>
GCC.4.0	<p><u>Tools & Tackles :</u></p> <p>The contractor will provide all reliable tools & tackles for proper execution of work. Purchaser will in no way, be responsible for supply of any tools & tackles for execution of the work.</p>
GCC.5.0	<p><u>Codes and Standards</u></p> <p>All equipment and materials to be furnished under this specification will be designed, manufactured and tested in accordance with the latest revisions of the relevant Indian Standard (IS)/IEC/MNRE as applicable.</p> <p>The electrical installation will meet the requirement of Indian Electricity Act, and Indian Electricity Rules as amended up-to-date and also the applicable section of the latest revision of the relevant IS Code of Practice.</p>
GCC.6.0	<p><u>Rules and Regulations</u></p> <p>The Contractor shall obey following conditions strictly:</p> <ol style="list-style-type: none"> a) Employees' Provident Fund and Miscellaneous Provisions Act,1952 b) Employees State Insurance Act, 1948 or appropriate medical facilities should be strictly adhered to wherever such Acts become applicable. c) Minimum wages to the workers will be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made
GCC.7.0	<p><u>Safety</u></p>
GCC.7.1	<p>All units with respect to their location, layout, general arrangement and design and equipment, structural design, etc. shall be safe to the personnel and conform to the</p>

	<p>relevant safety rules and regulations/statutory requirement issued by the State Government and the Central Government as well as to:</p> <ol style="list-style-type: none"> 1) Indian Electricity Rules 2) Indian Electricity Act 3) Indian Explosives Manual and 4) Fire Protection Manual issued by Tariff Advisory Committee (India). <p>The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the bidder at the site of works where there is risk of fire hazard.</p> <p>Adequate washing facilities shall be provided earth place of Work.</p> <p>When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.</p> <p>These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The persons responsible for compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by WBGEDCL.</p> <p>Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India.</p> <p>All storage, handling & use of flammable liquids shall be under the supervision of qualified persons.</p> <p>First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in area dily accessible place throughout the whole of working hours.</p>
<p>GCC.7.2</p>	<p><u>Reporting of Accident:</u></p> <p>All accidents, major or minor, must be reported immediately to WBGEDCL and the contractor will provide first-aid to the injured person immediately. The injured person shall report to the First Aid Station along with the‘ Injured on work’ form as per appropriate proforma, duly filled in triplicate and submit to the Medical Officer of the First-Aid Station.</p>
<p>GCC.7.3</p>	<p><u>Serious Injuries:</u></p> <p>In case of serious injuries, the following procedure shall be adopted by the contractor.</p> <ol style="list-style-type: none"> a)To provide first aid at his own First Aid Station. b)To take the injured person to the hospital along with the‘ Injured on work’ form duly

	<p>filled in.</p> <p>c) To report the accident to WBGEDCL.</p>
GCC.7.4	<p><u>Fatal Accident:</u></p> <p>Fatal accidents must be reported immediately to WBGEDCL as well as to the Police.</p>
GCC.7.5	<p><u>Penalty:</u></p> <p>Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work/termination of contract.</p> <p>Adequate arrangement for proper lighting & guarding shall be made at the work site.</p>
GCC.8.0	<p><u>Statutory Acts:</u></p> <p>The work will be done in compliance with the IS Specification, I.E. Rules, Indian Electricity Acts, other relevant Rules, Act and Regulation now in force with latest amendments, if any.</p>
GCC.9.0	<p><u>Commissioning</u></p> <p>After installation and testing of the equipment/works as per above, commissioning of the power plant and works will be carried out and here the term “Commissioning” will mean the activities of functional testing of the power plant after installation and testing, including tuning or adjustment of the equipment for optimum performance and demonstrating to the Purchaser that the equipment performance meets the requirements of the specifications.</p>
GCC.10.0	<p><u>Road Permits</u></p> <p>The contractor will arrange the waybill if required</p>
GCC.11.0	<p><u>Controlling Officer’s Decision</u></p> <p>Controlling Officer’s decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates.</p> <p>If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor or may file with the Controlling Officer, within 07(seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer’s decision and the decision shall become final and binding.</p>
GCC.12.0	<p><u>Confidentiality</u></p>

	The Contractor, or any entity affiliated with the Contractor, shall not disclose to any unauthorized person any information and/or data that may be supplied to him/her by WBGEDCL or by any other organization, under the directions of WBGEDCL. All such documents shall be the property of WBGEDCL or any information that may have come to his/her knowledge directly or indirectly by virtue of the assignment.
GCC.13.0	<u>Departmental Material</u> Departmental material shall not be issued to the contractor for the work except under special circumstances.
GCC.14.0	<u>Supplementary/Extra Works</u>
GCC.14.1	Whenever supplementary/extra items of work become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However, the controlling officers shall have the right to advise the contractor to proceed with such item(s) of work. Rates for supplementary items shall be arrived at as given hereunder.
GCC.14.2	The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
GCC.14.3	When Clause no: GCC14.1 shall not be applicable, the rates shall be taken from PWD (Govt. of WB) Schedules of rates rate including addendum and corrigendum published upto date of bid opening subject to plus/minus the contractual rate of quotation.
GCC.14.4	When clause no GCC.14.2 &GCC.14.3 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWCAAct,1996. In that case contractual rate of quotation will not be applicable.
GCC.14.5	Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding up on the contractors
GCC.15.0	<u>Water and Electricity:</u> The arrangement of construction power and water, if required, during execution of the work, will be arranged by the contractor within the contract value.
GCC.16.0	<u>Transportation</u> The Contractor shall at its own risk and expense transport all the Materials, Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances. Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Materials, Plant and Equipment and the Contractor's Equipment.

	<p>The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. The owner shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Contractor's Equipment to the Site.</p>
<p>GCC.17.0</p>	<p><u>Insurance:</u></p> <p>The contractor must be responsible for transportation of material, loading and unloading, safe storage at site including its security and will hand over the complete system after commissioning.</p> <p>It is therefore, desired that the contractor shall arrange for insurance coverage for the equipment, accessories, materials etc. to be delivered at site upto one(1) month from the date of successful commissioning of the plant. As such the bidder shall consider the price of such insurance in their price bid as part of the price of work.</p> <p>Contractor will be however solely responsible for recovery of any losses or damages or death or injury of their personal or others, if occur, during execution of work irrespective of insurance is done or not by the contractor.</p>
<p>GCC.18.0</p>	<p><u>Accident Risk:</u></p> <p>Purchaser will not be responsible in connection with any sort of accident which may occur during transportation of materials/equipment, execution/ maintenance of works of the PV Power Plant. The Contractor will have to provide safety precautionary arrangement for his workmen in order to avoid any such incident / accident.</p>
<p>GCC.19.0</p>	<p><u>Stoppage of Work :</u></p> <p>Purchaser will neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to war, strike, earthquake, lightning, flood, cyclone etc. Purchaser will also not responsible for any compensation due to stoppage of work as a reaction from the local public due to any undue action on the part of the contractor causing annoyance</p>
<p>GCC.20.0</p>	<p><u>Force Majeure</u></p> <p>Force Majeure means any circumstances beyond the control of the parties, including but not limited to:</p> <ul style="list-style-type: none"> a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo. b) Rebellion, revolution, insurrection, military power and civil war. c) Riot, commotion or disorder, except where solely restricted to employees

	<p>of the Contractor or of his sub-contractors.</p> <p>d) Earthquake, flood, cyclone and such other natural disaster affecting Contractor's work.</p> <p>WBGEDCL shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to force majeure.</p> <p>Upon the occurrence of any situation of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify within a week in written to the controlling officer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed to do so by the controlling officer.</p> <p>If the Contractor shall fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent (0.50%) of the value of works as liquidated damages for such delay for every week or part thereof which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the work in each phase, subject to a maximum of five percent (5%) of the contract price which will be covered by the Performance Security.</p> <p>WBGEDCL may, without prejudice to any, all other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.</p> <p>If there is a valid acceptable reason for delay of execution, the Controlling Officer may at his discretion consider lower down of the liquidated damage or even waive the liquidated damage on having written prayer from the contractor along with valid reason.</p>
<p>GCC.21.0</p>	<p><u>Liquidated Damage</u></p> <p>If the Contractor shall fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent(0.50%) of the value of works as liquidated damages for such delay or every week or part thereof which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the work in each phase, subject to a maximum of five percent(5%) of the contract price which will be covered by the Performance Security.</p> <p>The Company may, without prejudice to any, all other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the Contractor the payment or deduction of such damages shall not relieve the contract or from this obligation to complete the works or from any other of his obligations and liabilities under the contract.</p> <p>If there is a valid acceptable reason for delay of execution, the Controlling Officer may at his</p>

	discretion consider lower down of the liquidated damage or even waive the liquidated damage on having written prayer from the contractor along with valid reason.
GCC.22.0	<u>Performance Security/Contract Performance Guarantee</u>
GCC.22.1	The total Performance Security / Contract Performance Guarantee is 10% of the total value of the Contract.
GCC.22.2	<p>The Successful bidder(s) shall submit a Performance Guarantee (BG) within 15 (fifteen) days from the date of issuance of LOA in the form of Bank Guarantee of amount not less than 10% (ten percent) of the total value of the contract valid initially for a period of 5 (five) years with a claim period of 03 (three) months. The BG shall be extendable up to total 5(five) years of maintenance period from the date of completion of the work in all respect.</p> <p>If the successful bidder fails to submit the Performance Security/Contract Performance Guarantee within the stipulated time as mentioned in Letter of Award, his EMD will be forfeited and the job may subject to be cancelled. Decision of the Controlling Officer in this regard will be final and bound to the Contractor.</p>
GCC.22.3	WBGEDCL's cost estimate, the bid will be compared to the average of bid prices quoted by the other bidders. WBGEDCL then, shall ask the L1 bidder to produce detailed price analysis to demonstrate the justification of prices quoted in the bid. After evaluation, WBGEDCL may ask the bidder, at its discretion, to enhance the Performance Guarantee at the bidder's expense, by an amount equivalent to the difference of L1 bid and the average bid price quoted by the other bidders. Such additional performance guarantee shall remain valid initially for a period of 1(one)year with a claim period of ninety (90) days. Such additional performance guarantee shall be extendable upto total up to ninety (90) days after the Defect Liability Period of Sixty (60) months, with an with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.
GCC.22.4	The Performance BG will be released after satisfactory completion of the Comprehensive Maintenance support guided by the tender .
GCC.22.5	<p>Forfeiture of Performance Security/Contract Performance Guarantee</p> <p>Performance Security/ Contract Performance Guarantee shall be forfeited if,</p> <ol style="list-style-type: none"> i. The successful bidder do not execute the work after placement of Letter of Award (LOA) and/or, ii. The successful bidder will discontinue the work without prior permission of WBGEDCL and/or, iii. The successful bidder fails to install/procure the total capacity of the plant as mentioned in the Bid Document and/or, iv. The contractor fails to submit a fresh BG prior to 15 (fifteen) days of expiration of the previous one against performance security of appropriate amount as per the terms and conditions and/or, v. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period.

GCC.23.0	<u>Taxes, Duties and other Levies</u>
GCC.23.1	Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor or their employees by all municipal, State or National Government Authorities in connection with the works. All taxes, duties - and levies, including Central Goods and Services Tax, West Bengal Goods and Services Tax, Integrated Goods and Services Tax etc, - where applicable and payable on Equipment/Materials, components, sub-assemblies, raw materials and any other item required for manufacture of finished Equipment/Material or completion of Works shall be deemed to have been included in total value of supply of goods or services or both.
GCC.23.2	The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Purchaser indemnified and harmless against any claims that may be made against the Purchaser. The Purchaser does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions under the Indian Income Tax Act shall be made by the Purchaser.
GCC.23.3	For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission (hereinafter called "Tax" in this paragraph). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Purchaser and the Contractor (if applicable). These adjustments shall not be applicable on the bought out items.
GCC.23.4	Goods & Service Tax
GCC.23.4.1	Contractor shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in it's Tax Invoice.
GCC.23.4.2	The Purchaser shall also bear and pay to the Contractor Good and Services Tax , Local Tax (if applicable) in respect of direct transactions between the Purchaser and the Contractor, if imposed on the Equipment/Materials including spares and specified in Price Schedule to be incorporated in the Works. These amounts will be payable, by the Purchaser on the supplies made by the Contractor.
GCC.23.4.3	Tax deduction at source under GST WBGEDCL shall deduct tax from the payment made or credited to the supplier on the value of taxable supply, where the total value of such supply, under a contract, exceed Two Lakh and Fifty Thousand Rupees at a rate of one percent or at such rate prevailing from time to time.

GCC.23.4.4	<p>In case however, the Equipment / Materials are offered for inspection after the schedule delivery period, CGST plus WBGST, or IGST, as the case may be, will be paid at the rate prevailing at the time of scheduled delivery period or actual delivery period, whichever is lower, in case of direct transactions.</p>
GCC.24.0	<p>Extension of Time</p> <p>An extension of time without imposition of Liquidated Damage (LD), may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted within the schedule date of completion by the contractor who has to establish that the extension of time required by him is not due to his fault.</p> <p>The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:</p> <ul style="list-style-type: none"> a) Extra or additional work ordered in writing by WBGEDCL. b) Suspension of work ordered in writing. c) Delay by any other Contractor engaged by WBGEDCL, affecting this Contract. d) Delay in handover of site by WBGEDCL e) Non accessibility of site f) Force Majeure. <p>The Contractor shall give notice to WBGEDCL of his intention to make a claim for an extension of time within 15 days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details. WBGEDCL shall after verification allow the Contractor for updating of the programmed chart as facts may justify.</p>
GCC.25.0	<p><u>Risk Purchase :</u></p> <p>If the contractor fail, on receipt of the order, to take up the work within reasonable period or leave the work site after partial execution of the work WBGEDCL shall have the liberty to get the work done through other agency at his own risk and additional amount if any. If the situation so warranted to compel WBGEDCL to cancel the order placed on the Contractor, he shall be liable to compensate the loss or damage, which WBGEDCL may sustain due to reasons of failure on his part to execute the work in time.</p>
GCC.26.0	<p><u>Materials and Workmanship</u></p> <p>Qualified, experienced people should be deployed to install the grid connected solar power plants. All materials will be of the best quality and workmanship capable of satisfactory operation under the operating and prevailing climatic conditions of respective. Unless otherwise specified, they will conform in all respect to the latest edition of the relevant code and standards. The project must be supervised by a qualified Engineers so that the work will be as per drawing and related IS/IEC Code. The work will be performed confirming safety precaution of all level of worker execute the project.</p>

GCC.27.0 Approval

Design and Drawing: The contractor will obtain approval for all the designs associated with civil, mechanical and electrical work which includes design of foundation, structure, cable sizing, fabrication work, layout design, wiring diagram etc. prior to the execution of work and for this purpose the contractor will submit all design and drawing for obtaining approval from Purchaser.

Materials: Contractor will obtain approval for the materials deliverable under the project.

GCC.27.1 The following Schedule and Procedure of Documents Approval has to be followed:

Sl.No	Step	Action / Approved Status Duration
1)	First submission by Contractor (Within 15 days)	Commented A-Approved B-Approved subject to incorporation of comments/modifications in Final Documents as well as implementation of those comments during manufacture or services as applicable C-Returned with comments for re-submission after incorporation of corrections.
2)	Second submission by Contractor within 10 (ten) days.	For 'D'- Approved Documents Resubmitted with incorporation of comments / modifications with Revision No. For 'C'- Approved Documents Returned with Corrections / changes with modified Revision No.
3)	Third submission by the Contractor within 7 (seven) days	For 'A' approved.
4)	Submission of 'A' approved documents by Contractor.	'A' - Approved documents with number of copies specified for distribution stamped with "Released for Construction".

Notes:

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

	<p>b. Any delay whatsoever in the process of submission of documents under different stages shall be on the Contractor's account.</p> <p>c. Resubmission of 'D' category and 'C' category shall be within seven (7) days and ten (10) days respectively to be recorded from the date of return of such documents.</p> <p>d.</p>
<p>GCC.28.0</p>	<p><u>Testing and Inspection</u></p> <p>Inspecting Agency The Purchaser may delegate inspection and testing to an outside agency in place of personnel of PURCHASER.</p> <p>Inspection and Testing During Manufacture The Purchaser or its designated representative shall be entitled during manufacture to inspect, examine and test the materials and workmanship and check the progress of manufacture of all Equipment to be supplied under the Contract. This shall take place on the Contractor's premises during working hours No such inspection, examination or testing shall relieve the Contractor of his obligation under the Contract regarding quality of material and soundness of manufacture. No inspection call will be valid before drawings are approved under 'A' category without adverse comments.</p> <p>Dates for Inspection and Testing After getting the related drawings approved under 'A' category, the Contractor shall give the Purchaser notice of inspection along with factory test results in writing of the date and the place at which any Equipment/Materials will be ready for testing as provided in the Contract. The Purchaser shall attend at the place so named within fifteen (15) days of the date which the Contractor has stated in his notice. The Purchaser shall give the Contractor notice, in writing, of his intention to attend the tests. The above notices shall be given at first by the quickest possible means and confirmed later in writing. The Contractor shall render all possible assistance in carrying out inspection in time.</p> <p>Facilities For Testing Where the Contract provides for tests on the premises of the Contractor or Sub-contractor, the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently without any extra charges. If the facilities are inadequate to carry out tests as per standard, the Contractor shall have to arrange suitable testing place having all such required facilities and the cost towards this will be on Contractor's account. The Contractor shall also bear all charges towards travelling expenses of the Inspecting Team of the Purchaser or the authorized representatives of the Outside Inspecting Agency consisting of maximum two (2) persons for to and fro journey by Air from Purchaser's Headquarters, including boarding and lodging local transport with comfort at the place of inspection and transit, if any, for the purpose of Inspection and testing anywhere in India or outside India. The Contractor shall be responsible for proper execution of the quality plans. The Works beyond Purchaser's hold points will progress only with Purchaser's prior written consent. The</p>

Purchaser may also undertake quality surveillance and quality audit of the systems and procedures and quality control activities. Any change in the Quality Plans shall be made only with Purchaser's prior written approval.

The Contractor shall provide the Purchaser with the necessary facilities for carrying out quality audit and quality surveillance of the Contractor's and its Sub-Contractors' Quality Assurance System and manufacturing activities. Any expenses incurred for random sample testing at Govt. recognized test laboratories for SPV Modules, Inverters, MMS (not more than 1% of the supplied quantity) will be borne by the contractor.

Routine and Acceptance Tests

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

Type Test

The successful bidder shall submit complete test reports of all tests (including type tests) as stipulated in the relevant I.S. and IEC and carried out in a Govt. recognized Test House or laboratory/NABL accredited laboratory on Equipment/IEC accredited laboratory on Equipment / Materials of identical design conforming to our Technical Specification, along with submission of drawing during detailed engineering stage.

PURCHASER may also undertake Proto checking and quality approval of structural items (wherever applicable) before erection. Each type test report shall provide the following information with test results:

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

Repetition of Tests

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

Reports of Inspection and Tests

After the factory tests have been completed at the Contractor's or Sub-contractor's works, the Contractor shall submit **two (2) copies** of Test Reports for approval of Purchaser. The Purchaser in turn will approve the same. The Contractor shall provide the Purchaser with **two (02) copies** of Approved Reports of all inspection and tests.

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

	<p>WBGEDCL,if desired, may test the delivered product(especially solar module) at site from any accredited laboratory of Govt. of India. The result of that test and subsequent decisions taken by the controlling officer will be bound to the contractor.</p>
GCC.29.0	<p><u>Rejection</u></p> <p>If, as a result of an examination/testing, any plant, materials, design or workmanship is found defective and/or not in accordance with the Contract, WBGEDCL may reject the plant, materials, design or workmanship by giving notice with reasons. The Contractor shall then promptly make good the defect and/or ensure that the rejected/replaced item complies with the Contract.</p>
GCC.30.0	<p><u>Defective Material</u></p> <p>If in the opinion of the Engineer, any of the machineries/equipment/materials etc. brought to the site for use are not of the quality or kind specified in the contract and/or are unfit for the work, he shall be at liberty to order the removal of the said items and the contractor shall remove the same within twenty four (24) hours after notice has been given to him and if he fails to remove them within the time the engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract. In such case, items as prescribed by the Controlling Officer or his representative are to be substituted immediately</p>
GCC.31.0	<p><u>Defect Liability Period</u></p> <p>The term ‘Defect Liability Period’ shall be reckoned from the Date of commissioning of Plant/ Project. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.</p> <p>Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling officer. For faithful &due fulfillment of all obligations, this defect liability period shall be covered by the performance security/contract performance, already submitted by the contractor.</p> <p>After completion of defect liability period, and on completion of satisfactory rectification of defects, if any, reported within the defect liability period and on receipt of the application from the contractor and considering other factors.</p>
GCC.32.0	<p><u>Subletting of Contract</u></p> <p>The contractor shall not, without the written consent of the WBGEDCL, assign or sublet any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that</p>

	<p>such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBGEDCL of any of his liabilities and obligations under the contract.</p>
<p>GCC.33.0</p>	<p><u>Notices</u></p> <p>Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, cable, telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party.</p> <p>Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.</p> <p>Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p>Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.</p> <p>Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.</p>
<p>GCC.34.0</p>	<p><u>Right to Terminate Contract</u></p> <p>If the contractor fails to start the work within fifteen days from the date of issue of LOA, the WBGEDCL shall have the right to cancel the work order with forfeiture of earnest money without giving any notice to the contractor.</p> <p>If the contractor neglects, or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time or within approved extended time, WBGEDCL shall have right to terminate the work order after giving notice in writing to the contractor. If the contractor fails after 14 (fourteen) days of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for joint measurement, ex-party measurement by WBGEDCL will be taken as final.</p> <p>In that case, WBGEDCL shall take possession of the work, site and engage other agency to complete the work. Extra cost, if incurred, to get the unfinished work done through other agency, will be realized from him from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against WBGEDCL for any loss or deterioration of any materials that he may have collected or he may have entered into account of the work.</p>

GCC.35.0	<p><u>Accommodation</u></p> <p>The accommodation of the contractor’s Engineers and workers at the site is to be arranged by the contractor.</p>
GCC.36.0	<p><u>Clearing Site on Completion</u></p> <p>On completion of the works the contractor shall clear away any and remove from the site all constructional plant, surplus materials, rubbish, debris and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of the Controlling Officer of WBGEDCL.</p> <p>The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition</p>
GCC.37.0	<p><u>Corrupt or Fraudulent Practices</u></p>
GCC.37.1	<p>The Purchaser requires that the bidders/Contractors observe the highest standard of ethics during the procurement and execution of the Contracts.</p>
GCC.37.2	<p>In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:</p> <p>a.“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.</p> <p>b.“Fraudulent practice” means a misinterpretation of facts in order to influence the procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.</p>
GCC.37.3	<p>The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question</p>
GCC.37.4	<p>The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract of the Purchaser</p>
GCC.38.0	<p><u>Advertising</u></p> <p>Any advertising stating the subject of this Contract by the Contractor in India or in foreign countries shall be subject to approval of the Purchaser prior to the publication. Publication of approved articles, photographs and other similar materials shall carry acknowledgment to the Purchaser.</p>
GCC.39.0	<p><u>Disputes</u></p> <p>The parties shall take necessary steps to settle any dispute through mutual discussion with issuing prior notice in writing to other side at least 07 (seven) days in advance. If the issue is remained unresolved to the satisfaction of the parties, then the matter may be</p>

	<p>referred to Arbitration.</p> <p>The parties may refer the matter for Arbitration on expiry of 45 (forty five) days from the date of intimation of disapproval/dissatisfaction from either party to other party.</p> <p>The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.</p> <p>Dispute(s), if any, shall be settled by mutual agreement through Amicable Settlement and in case of failure the dispute(s) shall be settled through Arbitration.</p>
GCC.40.0	<p><u>Arbitration</u></p> <p>The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.</p> <p>Dispute (s), if any, will be settled by mutual agreement through Amicable Settlement and in case of failure, the dispute(s) will be settled through Arbitration.</p> <p>Amicable Settlement: If any dispute(s) is not resolved through mutual settlement, WBGEDCL and Contractor will attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the thirty day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.</p> <p>Arbitration: Unless settled amicably, any dispute or differences shall be referred to the Sole Arbitrator appointed by WBGEDCL. The Arbitrator will preferably be a member of Indian Arbitration Council and arbitration proceedings will take place as per provision of The Arbitration And Conciliation Act, 1996 or any statutory modifications or re-enactment thereof, and the rules made there under and for the time being in force shall apply.</p>
GCC.41.0	<p><u>Jurisdictional Matter</u></p> <p>Either party may approach Court of Law if any of them is aggrieved by the award of the Arbitration proceedings.</p> <p>All litigation matters between the parties if any shall be held in any Court in Kolkata under the superintendence of Calcutta High Court.</p>
GCC.42.0	<p><u>Law & Procedure</u></p> <p>The law which is to apply to the contract and under which the contract is to be constructed shall be Indian Law.</p> <p>The law governing the procedure and administration of any arbitration instituted by the Clause for Arbitration shall be Indian Law.</p>
GCC.43.0	<p><u>Construction of Contract</u></p> <p>The contract shall in all respect be construed and operated, as a contract as defined in the Indian Contracts Act, 1972, and all the payments there under shall be made in India Rupees unless otherwise specified</p>