WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Tender Document for

Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL.

NIT No. BDNAO/e-Tender/Electrical/2026-27/04 Dated: 24.08.2026

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



Office of the Superintending Engineer & Area Manager
Burdwan Area Office, WBSETCL

Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman, West Bengal, PIN-713422.

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

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WBSETCL

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LTD.

(A Govt. of West Bengal Enterprise)
CIN: U40101WB2007SGC113474

OFFICE OF THE SUPERINTENDING ENGINEER & AREA MANAGER
BURDWAN AREA OFFICE,
EMAIL: burdwan.area.office@gamil.com, **Website:www.wbsetcl.in**

NOTICE INVITING TENDERS

For

"Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL".
[Open Domestic Competitive Bidding]

West Bengal State Electricity Transmission Company Limited (WBSETCL) invites bids from the eligible bidders Thorough Domestic Competitive Bidding in respect of **"Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL"** against **NIT No. BDNAO/e-Tender/Electrical/2026-27/04 Dated: 24.08.2026.** Interested Bidder may download the Bid documents from **24.08.2026 from 06:00 P.M. and Bids shall be submitted online up to 3.00 P.M. on 16.09.2026.**
Intending bidders may download the tender documents from the website http://etender.wb.nic.in OR wbtenders.gov.in directly with the help of Digital Signature Certificate. The bidder will have to mandatorily pay Thorough Net-banking facility once Net banking mode is opted for payment. Before submission of EMD amount Thorough online mode, bidders will have to opt for EMD amount Exemption in e-tender portal and must upload scanned copy of the necessary Bank Guarantee for Tender **"BURDWAN AREA OFFICE, WBSETCL" payable at Burdwan** and also to be documented along with the bid and submitted online. The original Bank Guarantee against tender fees should be submitted physically to the ***Office of the S.E. & Area Manager, Burdwan Area Office, WBSETCL***, Satgachia 400 KV GIS Sub-Station, Satgachia, Purba Bardhaman, Pin-713422 on or before **18.09.2026 up to 03.00P.M.**

Addl. C.E. & Area Manager
Burdwan Area Office, WBSETCL

WBSETCL WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LTD.

(A Govt. of West Bengal Enterprise)
CIN: U40101WB2007SGC113474

OFFICE OF THE SUPERINTENDING ENGINEER & AREA MANAGER
BURDWAN AREA OFFICE,
EMAIL: burdwan.area.office@gamil.com, **Website:www.wbsetcl.in**

(DETAILED NOTICE INVITING E-TENDER FOR)

"Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL"
[Open Domestic Competitive Bidding]

NIT No. BDNAO/e-Tender/Electrical/2026-27/04 Dated: 24.08.2026

1. WBSETCL invites single stage double folder bids from eligible and qualified bidders through e-tender for procurement of materials & service as follows:

2. Brief scope of work: The work covered under this tender shall include but not limited to the following: -

   Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL.

3. Detailed specifications, scope of work and terms and conditions 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	**:**	**NIT No. BDNAO/e-Tender/Electrical/2026-27/04 Dated: 24.08.2026**
Name of work	**:**	**Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL.**
Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	:	**24.08.2026 from 11:00 AM**
Documents download start date (Online)	:	**24.08.2026 from 6:00 PM**
Last Date of uploading of Pre-Bid Queries	:	**31.08.2026 up to 3:00 PM**
Pre-Bid Meeting	:	**01.09.2026 at 3:00 PM**
Bid submission start date (On line)		**03.09.2026 from 11:00 AM**
Bid Submission closing (On line)	:	**16.09.2026 at 3:00 PM**

Last Date of submission of Bid Security/Earnest Money Deposit in original (Off line)	:	**18.09.2026 up to 3:00 PM**
Opening of Techno-Commercial Bid (Online)	:	**21.09.2026 at 3:00 PM**
Opening of Price Bid	:	**To be intimated later**
Bid validity	:	**90 days from the next date of bid opening**
Completion time of the work	:	**03 (Three) months from the date of site handover**
Bid Security/Earnest Money (EMD)	:	**Rs. 3,712/- (Rupees Three Thousand Seven Hundred Twelve Only)**

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

5. All bids must be supported by **bid security (EMD) of Rs. 3,712/- (Rupees Three Thousand Seven Hundred Twelve Only)** in the form of **Online mode or 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. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full within the date and time as specified above and to be documented along with the bid and to be submitted online. Partial payment through online mode and remaining submission through BG is not allowed. Non submission of the acceptable EMD/Bid Security as specified here shall be rejected by WBSETCL and in such cases the bids shall be considered as non-responsive.

   For preparation of BG, the bank details of Burdwan Area Office, WBSETCL are given below:-
   A/C NAME: WBSETCL, BURDWAN AREA OFFICE
   BANK NAME: STATE BANK OF INDIA
   SATGACHIA BRANCH,
   ACCOUNT NO: 41508567229
   IFSC: SBIN0012387

6. Bid shall be rejected by WBSETCL if the bidder fails to submit original BG/Or documents of Online payment against the Earnest Money Deposit (EMD) physically to the office of the Superintending Engineer & Area Manager, Burdwan Area Office, WBSETCL in a sealed cover on or before the scheduled date & time as specified above.

7. **Qualifying Requirements for bidders:**

7.1. Following shall be the qualification requirements:

a. ***Technical Qualifying Requirement:***

1. "The bidder should have the experience of executing Works and services of painting work of switchyard equipments / machineries of electricity utilities or any commercial electrical industries of value not less than **Rs.2.23 Lakh** as a single contract in the preceding 5 (Five) financial years for government, central or state, or reputed power utilities of PSUs. And working experience in running EHV Sub-Stations (Necessary documents need to be uploaded).

b**. Financial Qualifying Requirement:**

Financial QR for the tender is as follows:

Net Worth:	Net Worth should be **positive.**
Liquid Asset:	**Rs.0.93 Lakh** Bidder should have liquid assets (L.A) and/or evidence of access to or availability of credit facilities of equivalent amount.
MAAT:	**Rs. 5.57 Lakh**

Note: 1) MAAT: Minimum average annual turnover for the best three years out of the last five financial years for which the audited accounts are available.

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

3) The participating vendorr should be active registered for GST.

4) **The participating vendorr should have operative PAN.**

5) The participating vendorr should have Professional Tax UDIN Balance.

6) Financial Statement for last 5(five) years of CA Audit report to be submitted.

7.2. 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 are 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.

7.3. 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.

7.4. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to execute the works and services.

8. Interested bidders shall obtain detailed NIT and bidding documents from Burdwan Area Office on payment of prescribed cost of bidding documents.

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.

9. Work Completion Schedule: Entire job of i.e. painting of switchyard equipments and other will have to be completed within 90 (Ninety) days from the date of handing over of site.

10. Consignee Officer/Engineer-In-Charge: The Assistant Engineer, Raina 132KV Sub-Station, WBSETCL.

11. Paying Officer: The Assistant Manager (F&A) & D.D.O., Burdwan Area Office, WBSETCL.

12. 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.

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

Office of the Superintending Engineer & Area Manager, Burdwan Area Office, Satgachia 400KV GIS Sub-Station, WBSETCL, Vill & P.O.:- Satgachia, P.S.- Memari, Dist.-Purba Barddhaman, West Bengal, PIN-713422, EMAIL: burdwan.area.office@gmail.com.

Section II - INSTRUCTION TO BIDDERS

ITB. 1. **Responsibility of bidders:**

ITB.1.1. The Purchaser will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations, or deductions the bidder may derive from the data furnished by the Purchaser. Verbal agreement or conversation with any officer/employee of the Purchaser either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

ITB.1.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including all factors that may affect the cost, duration and execution of the works and services.

ITB. 2. **Qualifying Requirements:**

ITB.2.1. The bidder shall furnish, as part of his techno-commercial bid, documents establishing the bidder's qualifications to perform the contract to the satisfaction of the Purchaser.

ITB.2.2. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation particularly with regard to resources, engineering knows how, quality assurance system, testing facilities, construction and erection, equipment & tools, number of qualified and competent surveyors and supervisors etc.

ITB. 3. **Site Visit:**

ITB.3.1. **The bidder is advised to visit and examine the site of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering a contract for execution of works and services. The cost of visiting the site shall be borne fully by the bidder.**

ITB.3.2. **The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.**

ITB.3.3. **The site inspection shall be completed before submission of the bid.**

ITB. 4. **Process to be confidential:**

ITB.4.1. Subject to ITB. 5, no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the contract is awarded.

ITB.4.2. Any effort by a bidder to influence the Purchaser or others connected in the process of examination, clarification, evaluation, and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his bid.

ITB. 5. **Clarifications on bidding documents:**

ITB.5.1. A prospective bidder requiring any clarification on bidding documents may notify the Purchaser in writing by post or email to the address mentioned in NIT not later than the date and time specified in NIT. The Purchaser will issue clarification(s) as he may think fit not later than seven (7) days prior to the deadline/ extended deadline for submission of bids prescribed by the Purchaser. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the Purchaser's response (including an explanation of the query but without identifying its source) will be sent to all prospective bidders who have participated in the tender.

ITB.5.2. Any queries sent by the bidders after the date and time notified in the NIT or any extended date, if any, shall not be entertained.

ITB. 6. **Amendment of bidding documents:**

ITB.6.1. At any time, but not later than ten (10) days prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the bidding documents by issuing an addendum/amendment.

ITB.6.2. The addendum/amendment will be uploaded at the e-tendering portal (**https://wbtenders.gov.in**, or**https://etender.wb.nic.in**) The Purchaser shall assume that the information contained therein will have been taken into account by the bidder in its bid. The Purchaser will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder.

ITB.6.3. For the information of bidders, the addendum/ amendments shall also be uploaded in the website. The bidders may visit the website of WBSETCL from time to time in their own interest.

ITB. 7. **Right to split contract:**

ITB.7.1. The Purchaser reserves the right to split the total works and services amongst more than one bidder.

ITB. 8. **Language of the bid:**

ITB.8.1. The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

ITB. 9. **Documents constituting the bid:**

ITB.9.1. The bid to be uploaded by the bidder shall consist of the following documents:

STATUTORY DOCUMENTS: -

a. Bid Form as per Annexure: 1 of Section VI-A

b. Bid Security in the form online or of BG from any nationalised bank for an amount of **₹3,712.00** shall be submitted. Scanned copy of the bid security document(s) shall be uploaded in the specified folder provided (online).

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

d. Details and documentary evidence as per Annexure: 4, 4A and 4B of Section VI-A to establish that the bidder meets the qualification requirements.

e. A Declaration as per Annexure: 5 of Section VI-A affirming the eligibility of the bidder.

f. GCC, ITB, SCC and Technical Specification are required to be uploaded in the e-tender portal during submission of the tender in specified folder.

NON-STATUTORY DOCUMENTS:

a. 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: -

b. 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.

c. 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).

d. Attested 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.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	**Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws**:(a copy of certificate of registration to be enclosed) P Tax challan & certificate, EPF & ESI Registration Certificate,
B.	Company Detail(s)	Company Detail	As per annexure 1
C.	Credentials	Credential – 1	As per annexure 4 to 4B for similar works.
D.	Equipment	Machineries	All equipment, tools & tackles as required for this job
E.	Payment Certificate	PAYMENT CERTIFICATE (if available)	Payment certificates is to be provided on completed job, (if available)

ITB. 10. **Cost of bidding:**

ITB.10.1. The bidder shall bear all costs associated with the preparation and submission of his bid and WBSETCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB. 11. **Bid Prices:**

ITB.11.1. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the Contract and all materials and things necessary for the proper completion and maintenance of the Works and services.

ITB.11.2. All the price/prices shall be quoted in INR (Indian rupees) only. The prices quoted by the bidder shall be firm during the entire period of Contract/LOA. The total price at the bottom of SOW shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder.

ITB.11.3. All the rate /rates quoted by the bidder shall be firm during the entire period of Contract/LoA. The total rate at the bottom of SOW shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder.

ITB.11.4. If rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation **(Not applicable).**

ITB.11.5. **In case the Purchaser observes that the L1 bidder has quoted abnormally low bid i.e., a rate less than by 20% of NIT cost estimate, then the purchaser may ask the bidder to produce detailed price analysis towards justification of the quoted price in the bid. If the justification against quoted price is found acceptable to the Purchaser, even then the L1 Bidder may have to furnish Additional Performance Security @ 10 % of N.I.T. cost estimate before award of contract in his favour.**

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

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

The Bank Guarantee shall be returned immediately on successful completion of the contract. If the Bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. This Additional Performance Security is over and above the stipulated Contract Performance Guarantee/Performance Security. The provisions of the Performance Security as laid down in GCC. 11 shall remain unaltered.

ITB. 12. **Period of validity of bids:**

ITB. 12.1 The bids submitted by the bidder shall remain valid for a period specified in NIT. A bid valid for a shorter period than that prescribed in the NIT shall be rejected by the Purchaser.

ITB.12.2 In exceptional circumstances, WBSETCL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 13 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 13. **Bid Security:**

ITB.13.1. The bidder shall furnish bid security through online mode as specified in the NIT. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level instead of depositing DD/Pay Order/NEFT to the tender inviting authority.

ITB.13.2. E-tender portal is maintained by NIC and payment gateway facility available in e-tender portal is maintained by ICICI Bank.

ITB.13.3. Facility for collecting EMD via offline mode will be only being allowed for Bank Guarantee (BG) in e-Tender portal. For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and in lieu of exemption document they must upload scanned copy of BG along with requisite testimonials for proportional EMD in the EMD exemption document upload section. Physical copy of BG shall be submitted' at the office of tender inviting authority as per respective clauses of NIT. However, here it must be noted that tender inviting authority shall allow EMD exemption while uploading tender in NIC Portal so that EMD can be submitted in form of online mode/BG.

ITB.13.4. Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender inviting authority has fixed EMD on line item(multiple items) basis, then, the maximum EMD value for the tender has to be entered in e-tendering portal. In case actual EMD value calculated as per NIT 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.

ITB.13.5. In case of submission of Bank Guarantee, it should be an unconditional and irrevocable from any scheduled commercial bank, for an amount specified in the NIT in the proforma provided as per Annexure: 6 of Section VI-A.

ITB.13.6. The bid security is to be submitted as a part of the total bid in a separate sealed envelope. Any bid not accompanied with the bid security in adequate value required as per the bidding documents will be rejected by the Purchaser and returned to the bidder with in thirty (30) days of the bid opening date.

ITB.13.7. The bid security shall be forfeited in the following circumstances:

a. If the bidder withdraws its bid as a whole or in part as per ITB. 16, during the period of bid validity specified by the bidder in its bid.
b. If the bidder does not extend the bid validity as required under ITB.15.3.1,
c. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
d. If the bidder does not accept the correction of its bid price pursuant to ITB. 19
e. If the successful bidder fails, within the specified time limit to accept the LoA unconditionally or to furnish the contract performance guarantee in accordance with GCC.11 wherever such deposit is required to be furnished.

ITB.13.8. Bid security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the validity of bid or after the date of signing of Contract Agreement with the successful bidder, whichever is earlier. In cases where signing of Contract Agreement is not envisaged, the bid security will be returned as promptly as possible after the expiration of the validity of bid, or after submission of acceptance of LoA by the successful bidder, whichever is earlier.

ITB.13.9. The bid security of the successful bidder will be returned after completion of entire work or adjusted towards security deposit as per GCC.11.2. If provided through a bank guarantee, the bid security of the successful bidder will be returned on furnishing a fresh bank guarantee for contract performance guarantee as per GCC 11.2.

ITB.13.10. No interest shall be paid by the Purchaser on the bid security.

ITB. 14. **Submission of bids:**

ITB.14.1. The bidder shall submit their bid online at the web site as mentioned here: **http://wbtenders.gov.in**, or **https://etender.wb.nic.in** including uploading of all the required documents as specifically mentioned in the bid document.

ITB. 15. **Deadline for Submission of bids:**

ITB.15.1. Bids must be uploaded by the party at the web site address specified in NIT not later than the time and date mentioned in NIT.

ITB.15.2. The Purchaser may, at his discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hoisting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.15.3. In the event, the deadline for submission of bid is extended by the Purchaser, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or modification in part of earlier bid.

ITB.15.3.1. In the absence of a revised bid from any bidder, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder would necessarily be required to extend the bid validity period up to the date relevant to the extended date of bid opening. Failure to extend the bid validity by such bidder shall entitle the Purchaser to forfeit his bid security.

ITB. 16. **Withdrawal of bids:**

ITB.16.1. The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity as per ITB.12. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security.

ITB. 17. **Bid Opening:**

ITB.17.1. WBSETCL will open bids (On line) in the presence of bidders' authorised representatives (up to 2 persons) who choose to attend at the date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidders' representatives who are present in the bid opening shall sign the bid opening statement or bid opening register as evidence of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the Purchaser, the bids will be opened at the appointed time on the next working day.

ITB.17.2. Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

ITB.17.3. The bidders' names, bid withdrawal, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as WBSETCL, at its discretion, may consider appropriate will be announced at the opening.

ITB.17.4. In the case of Single stage two-envelope bids, after the deadline for submission of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

ITB.17.5. In the event, the Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the Purchaser may either extend the bid pursuant to ITB.15.3 or cancel the bidding process.

ITB. 18. **Clarification on bids:**

ITB.18.1. During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in ITB.18.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/ speed post/ courier/ hand delivery under acknowledgement/ email/ fax.

ITB.18.2. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB. 19. **Correction of arithmetical errors in price bid:**

ITB.19.1. Arithmetical errors will be corrected at the time of evaluation of Price bid and the corrected figure will be considered as evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

ITB.19.2. If there is a discrepancy between the price per unit for an item and the total price, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail. In case unit price or quantity or both are not filled in against any item, it will be treated as zero and will be assumed that the bidder has absorbed the cost elsewhere in the price bid.

ITB.19.3. The total price so corrected shall be considered for the purpose of evaluation of bid. However, for the purpose of award, the corrected price by the Purchaser or the bid price quoted by the bidder, whichever is lower, will be taken.

ITB.19.4. If there is a discrepancy between words and figures the amount in words shall prevail.

ITB.19.5. Bidders shall quote the rate of CGST plus SGST or IGST as the case may be in force as on seven days prior to the last date of bid submission only in respect of direct transaction between the Vendor and Purchaser and shall be binding on bidders

ITB.19.6. Any error in description, quantity or rate in Price Schedules or any omission thereof from such schedules shall not vitiate the Contract or release the bidder from the execution of the whole or any part of the Works and services indicated therein according to the specifications or from any of his obligations under the Contract.

ITB. 20. **Time Schedule:**

ITB.20.1. The basic consideration and the essence of the contract shall be strict adherence to the time schedule specified in the detailed NIT. No credit will be given for earlier completion for the purpose of evaluation.

ITB. 21. **Procedure of Evaluation of bids:**

ITB.21.1. The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations shall be liable to be rejected.

ITB.21.2. The Purchaser will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Contract.

ITB.21.3. The evaluation will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information of bidders sought by Purchaser in accordance with ITB.18.1 as and when the Purchaser deems necessary and appropriate.

ITB.21.4. The final evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for execution of Contract.

ITB. 22. **Letter of Award:**

ITB.22.1. After approval of bid evaluation by WBSETCL, the successful bidder may be invited for pre-award discussions, if so, required by the Purchaser. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder in writing by registered letter or by fax in two (2) copies herein referred to as the Letter of Intent (LoI), that his bid has been accepted or issue a detailed Letter of Award (LoA) (hereinafter and in the Conditions of Contract called `Letter of Award' or LoA). In the event a Letter of Intent has been issued by the Purchaser, it shall be followed by issuance of a detailed Letter of Award as per the format prescribed under the bidding documents which shall name the sum which WBSETCL will pay to the Contractor in consideration of the execution & completion of the works and services by the Contractor as prescribed under the Contract. The date of commencement of work will start from the date of site handover.

ITB.22.2. Within ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) copy of the same to WBSETCL as acknowledgment of acceptance of the same.

ITB. 23. **Signing of Contract Agreement:**

ITB.23.1. WBSETCL will send the format of the Contract Agreement as per Annexure: 7 of Section VI-B incorporating all agreements between the parties duly signed by the authorised signatory of the Purchaser along with the LoA.

ITB.23.2. Within ten (10) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement (on judicial stamp paper of appropriate value) and return two (2) copies to the Purchaser and retain one (1) copy of the same. The Contractor shall also send four photocopies of the Contract for distribution to concerned offices.

ITB. 24. **Variations:**

ITB.24.1. The Contractor shall not modify the specification and specific services except under direction in writing by the Purchaser. The Purchaser shall have the right to alter, amend, omit or otherwise vary the quantity/item of the services by notice in writing to the Contractor and the Contractor shall carry out such variations.

ITB.24.2. Quantities of items relating to works and services shown in the bidding schedule are provisional. The Purchaser, during execution of the Contract, reserves the right to vary the individual quantities by plus/minus (±) twenty five percent (25%) during the execution of the Contract but without any change in unit price or other terms and conditions.

ITB. 25. **Corrupt or Fraudulent Practices:**

The Purchaser requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

ITB.25.1. In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:

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

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

ITB.25.2. The Purchaser will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for award or on whom the Contract has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract in question.

ITB.25.3. The Purchaser may declare a firm ineligible for issue of Contract, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an earlier contract of the Purchaser

ITB. 26. **Purchaser's right to accept any bid and to reject any or all bids:**
WBSETCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to bidders.

ITB. 27. **Pre-bid meeting:**

ITB.27.1. The bidder or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in NIT. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Purchaser shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

ITB.27.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to ITB. 6

ITB.27.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.

ITB.27.4. Any essential requirement not included in the Price Schedules but required for successful commissioning and operation of works as per scope of Contract shall be indicated by the bidders as per Form: 13 and any additional information as per Form:12 shall be submitted before the pre-bid meeting by the date specified in the NIT. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.27.5. Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

Section III – GENERAL CONDITIONS OF CONTRACT

GCC.1. **Definitions:**

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

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

GCC.1.2. "Contract" means the Contract Agreement entered into between the Purchaser and the Contractor, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.

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

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

GCC.1.5. "Contractor" means the successful bidder whose bid has been accepted by the Purchaser and to whom the Letter of Award has been issued by the Purchaser which has been duly accepted by the Contractor, named as such in the Contract Agreement and includes its legal successors and permitted assigns.

GCC.1.6. "Contractor's equipment" means all appliances or things of whatsoever nature required for the purposes of performance of the Contract and which are to be brought to the Site by the Contractor in terms of the provisions of the Contract but does not include any equipment/materials intended to form part of the Works and services.

GCC.1.7. "Controlling Officer" means the person appointed by the Purchaser in the manner provided in GCC.14 hereof and named as such in SCC to perform the duties delegated by the Purchaser.

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

GCC.1.9. "Letter of Award" means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBSETCL will pay for the Works and services.

GCC.1.10. "Performance Guarantee" means the security to be provided by the Contractor in accordance with GCC. 11 for the due performance of the Contract.

GCC.1.11. "GCC" means the General Conditions of Contract hereof.

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

GCC.1.13. “Site” means the place or places, where Works and services are to be executed by the Contractor together with so much of the area surrounding the same as the

Contractor shall, with the consent of the Purchaser, use in connection with the Works and services other than merely for the purposes of access.

GCC.1.14. “Taking Over Certificate” (TOC) shall mean the Purchaser's written acceptance for the works and services or any part thereof in terms of GCC.22

GCC.1.15. Works and services mean and include all work or any part of the work thereof covered in the scope of the Contract, as per specifications, and erection, testing and putting into satisfactory operation including supply, transportation, handling, unloading and storage at Site.

GCC.1.16. Government means Government of India or Government of West Bengal, as the case may be.

GCC.1.17. **Periods:**
In these provisions "Day" means calendar day. However, "Working Day" as used herein means all calendar days excluding Sundays and Government holidays in West Bengal. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

GCC.1.18. “Program” means the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.

GCC.1.19. “Sub-contractor”, including Sub-vendor or Sub-vendor means any person to whom execution of any part of the Works, including preparation of any design or supply of any Equipment/Materials, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

GCC.1.20. “Tests on Completion” means the tests specified in the Contract or otherwise agreed by the Purchaser and the Contractor to be performed before the Works or any part thereof are taken over by the Purchaser.

GCC.1.21. “Time for Completion” means the time stated in the "Time Schedule" for completing the Works or any part thereof and passing the Tests on Completion calculated from the Commencement Date unless extended.

GCC.1.22. “Works” means and include all work or any part of the work thereof covered in the scope of the Contract, services as per Specifications, and completion, erection, testing and putting into satisfactory operation including all supply, transportation, handling, unloading and storage at Site.

GCC.1.23. “Price Schedule” means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid and forming a part of the Contract Documents.

GCC.2. **Scope of the Contract:**

The works and services to be carried out under the Contract shall be as delineated in the bidding documents including the Technical Specification and shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for the entire execution and completion of the works and services.

GCC.3. **Contract documents:**

GCC.3.1. The following documents shall be deemed to form an integral part of the Contract:

a. Instruction to Bidders
b. General Conditions of Contract including any amendment/errata thereto
c. Special Conditions of Contract including any amendment/errata thereto
d. The bid submitted by the Contractor including letters of clarification exchanged between the Contractor and Purchaser
e. Technical Specifications and approved drawings (including any amendment/ errata thereto) in respect of equipment/materials/services to be supplied under this Contract
f. Letter of Intent, if issued by the Purchaser and its acceptance by the Contractor.
g. Letter of Award placed by the Purchaser and its acceptance by the Contractor.
h. Contract Agreement, if applicable.

GCC.3.2. All Contract documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as specified in this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

GCC.3.3. Subject to Article 1.2 of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

GCC.3.4. Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide the Purchaser with at least six (6) copies of the Contract Documents within thirty (30) days after signing of the Contract Agreement.

GCC.3.5. The Contractor shall provide free of cost to WBSETCL all the engineering data, drawings and descriptive materials submitted with the bid, complete set of his bid and bidding documents, copies of all the correspondence with WBSETCL, etc. in at least six (6) copies to form a part of the Contract Documents immediately after the Letter of Award (LoA).

GCC.3.6. **Endorsement of Terms**: The failure of either party to endorse at any time any of the provisions of the Contract or any rights in respect thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to affect the validity of the Contract. The exercise by either party of any of his rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

GCC.3.7. **Effect:** The Contract shall be considered to come into force from the date of site handover by WBSETCL to the Contractor which may be in the form of a fax or a Letter of Award. The Time for Completion shall be reckoned from that date.

GCC.4. Order of precedence of the documents:

GCC.4.1. In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be:

a. Agreement and the Appendices thereto.
b. Letter of Award including all documents referred to therein.
c. Special Conditions of Contract.
d. General Conditions of Contract.
e. Technical Specifications.
f. Drawings (detailed and small scale).
g. Bid form, Price Schedules and Annexure submitted by the Contractor.

GCC.5. Contract Execution:

GCC.5.1. The Purchaser will issue the detailed Letter of Award incorporating commercial, technical and other allied terms and conditions.

GCC.5.2. If provided for in the LoA, within thirty (30) days from the issuance of the LoA, the Contractor has to submit the Contract Agreement on non-judicial stamp paper of appropriate value (as per the draft form annexed) including all related documents and the same has to be signed by both the parties. The authorized representative of the Purchaser will sign the Contract on behalf of the Purchaser. Power of Attorney of the authorised representative of the

Contractor who will sign the Contract on behalf of the Contractor is to be submitted before signing of the Contract Agreement.

GCC.6. Contract Price:

GCC.6.1. The Contract Price shall be firm and shall remain fixed during the scheduled completion time, except for variations authorized by the Purchaser and for which additional payment will be due to the Contractor in terms of GCC.27. Escalation in rates will not be permitted due to increase in taxes, duties etc. or due to any reasons during the period of completion as stipulated except as permissible under **Error! Reference source not found.**

GCC.7. Notices:

GCC.7.1. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. All notices to be given under the Contract shall be in writing, and shall be sent either by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party.

GCC.7.2. Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its despatch.

GCC.7.3. Either party may change its address at which notices are to be received by giving ten (10) days notice to other party in writing.

GCC.8. Governing Law:

The Contract shall be governed by and interpreted in accordance with laws in force in India including any such laws passed or made or coming into force during the period of the Contract. Unless otherwise mentioned in the SCC, the Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

GCC.9. Disputes:

GCC.9.1. If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Contractor in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. After thirty (30) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

GCC.9.2. **Adjudication:**

GCC.9.2.1. An Adjudicator shall be appointed by the Appointing Authority as specified in the SCC. The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. The decision of the Adjudicator shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Contractor.

[Insert GCC.9.2.2 only when value of works and services to be performed under the Contract is Rs. Fifty (50) lacs and above]

GCC.9.2.2. If either the Purchaser or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the Purchaser or the Contractor may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given**(Not applicable).**

GCC.9.3. Arbitration:

[Insert only when value of works and services to be performed under the Contract is Rs. Fifty (50) lacs and above]

GCC.9.3.1. The Purchaser shall appoint a sole arbitrator whose decision shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties hereby waive any objections to or claims of immunity from such enforcement. If, for any reason, an arbitrator is unable to perform his function, the mandate of the arbitrator shall terminate and a substitute shall be appointed in the same manner as the original arbitrator.

GCC.9.3.2. The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of the arbitration shall be equally shared by the Purchaser and Contractor. The arbitration shall be conducted at Kolkata.

GCC.9.3.3. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Contractor shall continue to perform his obligations in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Contractor.

GCC.10. Terms and Procedure for Payment:

GCC.10.1. The payments to the Contractor for the performance of the Contract will be made by the Purchaser as per terms and conditions specified in the SCC. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the works and services or any part thereof. The currency of payment shall be Indian rupees. The payments made to the Contractor shall be subject to deductions towards security deposit as per GCC.11 and statutory deductions as per GCC.12.8.

GCC.10.2. **Progressive Payments:**

GCC.10.2.1. Bills for progressive payments shall be submitted by the Contractor, supported with measurements, jointly acknowledged and accepted in the triplicate bills, at intervals stated in the SCC on or before the date fixed by the Controlling Officer for the works and services executed during the specified period. The Controlling Officer shall then arrange to have the bill verified for payment.

GCC.10.2.2. The progressive payment shall be released by the Paying Authority as specified in the SCC, after certification by the Site /Controlling Officer that the works and services have been performed in accordance with the Technical Specifications.

GCC.10.3. In case of the delayed works and services beyond the scheduled completion period, progressive payments shall continue to be made provided provisional extension has been given.

GCC.10.4. The final bill shall be submitted by the Contractor within three (3) months of physical completion of the works and services unless otherwise a longer period is agreed between the Controlling Officer and Contractor. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the final bill will be made within four (4) months of receipt of the same after due verification and adjustments, if any.

GCC.10.5. **Method of Measurement:**

GCC.10.5.1. Measurement of bill of quantity items shall be taken in accordance with method of measurement stipulated in the technical specifications/bill of quantities. In case of supplementary items, the Controlling Officer shall also specify the method of measurement for such items at the time of issue of order of execution for such items.

GCC.10.5.2. In case no method of measurement is stipulated in the technical specifications/bill of quantities/order of the Controlling Officer, then the method of measurement of such items shall be as per the relevant standard method of measurement issued by Bureau of Indian Standards (BIS) or general industry practice or local custom.

GCC.10.6. **Records and Measurement:**

GCC.10.6.1. The Controlling Officer shall accept otherwise stated, ascertain and determine by measurement the value of the works and services done in accordance with the Contract.

GCC.10.6.2. All items having a financial value shall be entered in the bills prescribed by the Controlling Officer so that a complete record is obtained of all works and services performed under the Contract.

GCC.10.6.3. Measurements shall be taken jointly by the Controlling Officer or his authorized representative and the Contractor or his authorized representative and shall be signed and dated by both the parties on completion on measurement. If the Contractor objects to any of the measurement recorded, a note to that effect shall be made in the bills against the item objected to and such note shall be signed and dated by both the parties engaged in taking the measurement. The decision of the Controlling Officer on any dispute or difference or interpretation with regards to measurements shall be final and binding on both the parties and shall be beyond the scope of the provisions of settlement of disputes under the Contract.

GCC.10.6.4. The Contractor shall, without extra charge, provide assistance with every appliance, labour, etc. necessary for taking measurements.

GCC.11. <u>Performance Security:</u>

GCC.11.1. The Performance Security will be provided by the Contractor in the form of Security Deposit as specified in the SCC.

GCC.11.2. **<u>Security Deposit</u>*<u>(Applicable for Contracts of value below Rs. Fifty (50) lacs):</u>***

GCC.11.3. **At the time of signing the Contract, where such signing of Contract Agreement is involved, or within thirty (30) days of the placement of the LoA whichever is earlier, or within thirty (30) days of the placement of LoA where no Contract Agreement signing is involved, the bid security amount submitted by the Contractor in the form of online or BG shall be retained by the Purchaser as initial security deposit for the due and faithful fulfilment of the Contract by the Contractor. Further, at the time of making any payment to Contractor for the work done under the Contract, the Purchaser shall deduct Ten Percent (10%) of the gross value of each running bill till the total deductions including the initial security deposit on this account is equivalent to Ten Percent (10%) of the Contract Price.**

GCC.11.4. The purchaser shall refund one half of the security deposit amount to the contractor on certification by the Controlling Officer in writing that the total work has been completed satisfactorily as per the specified time schedule and technical specifications. The remaining half of the security deposit amount will be refunded by the purchaser on satisfactory expiry of the defect liability period. The purchaser shall have absolute discretion to forfeit the security deposit for any default on the part of the contractor in the performance of the contract.

GCC.11.5. No interest shall be payable by the purchaser to the contractor against the security deposit.

GCC.11.6. **<u>Bank Guarantee:</u>**
[To be applicable only in cases of works and services having value of Rs. Fifty (50) lacs and above]

GCC.11.6.1. 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 of **Ten Percent (10%)** 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 guarantee 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.

GCC.11.6.2. The Contract Performance Guarantee is liable to be invoked on demand of WBSETCL, for any breach under the Contract irrespective of any dispute or difference between WBSETCL and the Contractor, pending before any court, tribunal or any other authority.

GCC.11.6.3. The Performance Guarantee shall be returned to the Contractor within ninety (90) days after receipt of application for release of Performance Bank Guarantee along with certification regarding completion of Defects Liability Period. No claim shall be made against the Performance Guarantee after the issue of Defects Liability Certificate. However, no costs shall be paid for the Bank Guarantee by the Purchaser, irrespective of date of release.

GCC.12. <u>Taxes, Duties and other Levies:</u>

GCC.12.1. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the works. All **taxes**, **duties** and levies including **Central Goods and Services Tax, West Bengal Goods and Services Tax, Integrated Goods and Services Tax** etc. where applicable and payable on Equipment/Materials, components, sub-assemblies, raw materials and any other item required for manufacture of finished Equipment/Material or completion of the works shall be deemed to have been included in **total value of supply of goods or services or both.**

GCC.12.2. For the purpose of the Contract, it is agreed that the Contract Price 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 the Contract, which was or will be assessed on the Contractor in respect of direct transactions between Purchaser and Contractor, 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 maybe. The benefit of Input Tax Credit (ITC) shall have to be passed on by way of adjustment in the quoted price.

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

GCC.12.3. **Goods and Services Tax:**

GCC.12.3.1. **Contractor shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in the Tax Invoice**. In case of all components, Equipment/ Materials identified by the contractor and WBSETCL to be despatched directly by the Sub-contractor(s) to WBSETCL site in a State different from the State wherein the sub-contractor's works are located, the contractor shall affect sale in transit. For affecting the sale in transit, the contractor shall ensure that his sub-contractor raises Tax invoices in the contractor's name (and not in the name of WBSETCL) and obtains GR/LR/RR in the name of contractor (and not in the name of WBSETCL). The Contractor shall further ensure that he endorses the GR/LR/RR in the name of WBSETCL during transit of the Equipment/Materials before the delivery of Equipment/ Materials is taken over by WBSETCL.

GCC.12.3.2. 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.12.4. **Tax deduction at source under GST:**

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

GCC.12.5. In case however, the Equipment / Materials are offered for inspection after the schedule delivery period, **CGST + SGST, or IGST** as the case may be**,** will be paid at the rate prevailing at the time of scheduled delivery period or actual delivery period, whichever is lower, in case of direct transactions.

GCC.12.6. **CGST + SGST, or IGST** as the case may be**,** as applicable on Price Variation for own manufactured items as provided in BDS will be allowed as admissible against documentary evidence.

GCC.12.7. The Purchaser shall not take any additional liability towards enhanced taxes, duties beyond the scheduled completion period as incorporated in the Contract, if the delay is due to any failure on the part of the Contractor. However, any variation in taxes and duties during the extended period of completion as per GCC.25.1 will be to the account of the Purchaser.

GCC.12.8. The Purchaser shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Controlling Officer before submission of the first bill/invoice under the Contract.

GCC.12.9. The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, cess, levy or fee etc. which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

GCC.13. Patent Indemnity:

GCC.13.1. The Contractor shall indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract. In the event of any claim being made or action being brought against the Purchaser or its representative or its employees in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

GCC.13.2. The aforesaid indemnity shall not apply when any infringement has taken place in complying with the specific directions issued by the Purchaser. However, in such cases, the Contractor shall pay any royalties or any other charges payable in respect of any such use, the amount so paid shall be reimbursed to the Contractor only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the Purchaser. In all such cases, the Contractor shall bring to the notice of the Controlling Officer of any such infringement immediately upon the Contractor becoming aware of such infringement.

GCC.14. Purchaser's representative

GCC.14.1. The Purchaser shall appoint an experienced engineer designated as the Controlling Officer as mentioned in the SCC, who shall carry out the functions and obligations of the Purchaser under the Contract.

GCC.14.2. The Purchaser may from time to time appoint any other person as the Controlling Officer in place of the person previously so appointed, and shall give a notice of the name of such other person to the contractor without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works and services. The Controlling Officer shall represent and act for the Purchaser at all times during the currency of the contract.

GCC.14.3. Any decision, instruction or approval given by the Controlling Officer to the Contractor shall have the same effect as though it had been given by the Purchaser.

GCC.14.4. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer.

GCC.14.5. The Controlling Officer may authorize his representative(s) as site-in-charge for the works and services. The Controlling Officer will also be the consignee officer for any supplies to be made under the Contract.

GCC.15. Contractor's Representative:

GCC.15.1. The Contractor shall employ at least one competent representative (whose name shall be previously communicated in writing to the Controlling Officer by the Contractor) for carrying out the works and services. The said representative shall be present at the site during working hours. Any written order or instruction which the Controlling Officer or his duly authorised representative may give to the said representatives of the contractor shall be deemed to have been given to the contractor.

GCC.15.2. The Controlling Officer shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of works and services or otherwise at the site of work, who in his opinion is found to have mis-conducted himself or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.

GCC.16. Commencement of Works and Services:

GCC.16.1. The works and services must be taken up and completed in all respects within the specified time of completion as mentioned in the LoA.

GCC.16.2. Before the actual commencement of works and services, the Contractor shall submit an execution schedule of work clearly showing the materials, men and equipment to be mobilized by him to execute the works and services. The schedule should contain the planned monthly progress of the works and services for the approval of the Controlling Officer who will have the authority to make additions, alternations and substitutions to such schedule in consultation with the Contractor.

GCC.16.3. **Completion Time and work procedure:**

GCC.16.3.1. Work should be completed in all respect within 90(Ninety) days from the date of handing over of site by the concerned Engineer-In-charge and within the scheduled shutdown period. The work is to be executed as per availability of shutdown. The works involves shut down of power, so, you to submit requisition of shutdown to the respective Site Engineer quite in advance to arrange for the same. The Site Engineer may arrange the shut down one after another, not all at a time. You have to engage sufficient number of workers so that maximum output can be obtained in a limited period of shut down to complete the painting job. No claim for idle labour will be entertained even for non-availability or sudden cancellation of shut down.

GCC.17. Protection of works and services:

GCC.17.1. The Contractor shall have total responsibility for protecting the works and services till it is finally taken over by the Purchaser. No claim will be entertained by the Purchaser for any damage or loss to the works and services and the Contractor shall be responsible for the complete restoration of the damaged works/equipments to its original condition to comply with the specification and drawings. Should any such damage to the works and services occur because of other party not under Contractor's supervision or control, the Contractor shall settle his claim directly with the party concerned, and the Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of case of dispute.

GCC.17.2. The Contractor shall, in connection with the works and services, provide and maintain at his own cost all lights, guards, fencing and security when and where necessary or required by the Purchaser or by any authority for the protection of the works and services or for the safety and convenience of the public or others.

GCC.18. Insurance: [Applicable only if mentioned in the SCC]

GCC.18.1. Before commencing the execution of the works and services, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, indemnify the Purchaser against any damage/loss or injury which may occur to any property or to any person (including any employee of the Purchaser) by or arising out of carrying out of the Contract.

GCC.18.2. Towards this end, the Contractor shall arrange adequate insurance coverages, in the joint names of the Purchaser and the Contractor at his own cost from any of the Insurance company approved by IRDA, from the date of commencement of the works and services to the end of the Defects Liability Period, to the nature and content, amounts and deductibles as further elaborated and detailed in the SCC for the following events which inter-alia will include the following:

a. Loss of or damage to the works and services including Purchaser Issued Materials.
b. Loss of or damage to the Contractor's T&P.
c. Loss of or damage to the property other than works and services including those of third parties.
d. Injury and death of personnel belonging to the Contractor, the Purchaser or any other party.

GCC.18.3. Contractor shall ensure that the insurance coverage include any loss or damage to his staff, supervisors, engineers and others who are not covered by Workmen Compensation Act. Alternatively, the Contractor will take suitable additional or separate insurance policies to cover the same.

GCC.18.4. All monies payable by the insurers under such policy or policies shall be first to be paid to the Purchaser who shall pay to the Contractor for the purpose of rebuilding or replacement or repair of the damaged works and services, Contractor's T&P and/or materials destroyed or damaged as the case may be. Such payments of monies will be made in a manner that the payments are commensurate with the progress and cost of the repair, replacement and reconstruction, as may be and as determined by the Controlling Officer in consultation with the Contractor.

GCC.18.5. Policies and certificate for insurance shall be delivered by the Contractor to the Controlling Officer for the Controlling Officer's approval before the date of commencement of works and services.

GCC.18.6. The aforesaid insurance policy/policies shall provide that they shall not be materially modified/ cancelled till the Controlling Officer has agreed to such modification or cancellation in writing.

GCC.18.7. Upon grant of the time extension by the Controlling Officer, it is understood that the Contractor's liability of indemnity will be extended suitably without any further action by the Purchaser and the Contractor shall promptly furnish documentary evidence to the Controlling Officer towards extension of insurance policies for the period of time extension.

GCC.18.8. The Contractor shall ensure that where applicable, his sub-contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for the part of the works and services executed by them under the Contract, unless such sub-contractor(s) are covered by the policies taken out by the Contractor.

GCC.18.9. If the Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance coverage, referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case the Purchaser may, without being bound to, effect and keep in force any such insurance coverage and pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by the Purchaser from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

GCC.18.10. If the Contractor does not provide any of the policies and certificates required, the Purchaser, with due notice to the Contractor may affect the insurance which the Contractor should have provided and recover the premiums, the Purchaser has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.

GCC.18.11. In case of any theft of any equipment/material, the Contractor shall lodge FIR in time to the concerned police station and simultaneously take action to lodge claim from the insurance company and inform the Controlling Officer by endorsing a copy of the FIR and the claim. In case of any loss/damage covered in the policy due to any reasons other than theft, Contractor shall lodge claim from the insurance company and inform the Controlling Officer by endorsing a copy of the claim. Contractor shall follow-up for the final report from the police authorities/insurance company and for early settlement of the insurance claim. Detailed break-up of item-wise equipment/materials cost furnished by Purchaser shall form the basis for lodging the claim in respect of owner supplied materials and settlement of any loss covered in this policy.

GCC.18.12. In case of theft/loss/damage of any equipment/materials issued by the Purchaser, either during storage on under erection during the pendency of the Contract, the Purchaser shall replenish the same free of cost after being satisfied that proper action has been taken for lodging the insurance claim, without waiting for the settlement of any claim by the insurance company.

GCC.18.13. Any theft/loss/damage of the Purchaser's equipment/materials while in Contractor's custody due to any lapses on Contractor's part shall be recoverable from Contractor in full to the extent not compensated through the settlement benefit received from the insurance company.

GCC.18.14. Contractor shall vigorously follow up all insurance claims with all concerned authorities so that the settlements are received in time. Insurance claims which remain unsettled at the time of taking over of the works and services due to default on Contractor's part, shall be recovered from Contractor's pending bills/ security deposit or through other action for timely closing of the Contract. Under such circumstances and after recovery of the amount, Contractor shall be authorised to receive pending settlement benefit for such claim directly from the insurance company.

GCC.19. Contractor's Construction Management:

GCC.19.1. **Contractor's Supervision:**

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

GCC.19.2. **Setting Out:**

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

GCC.19.3. **Labour:**

GCC.19.3.1. The Contractor shall provide and employ on Site during execution of the works and services such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract.

GCC.19.3.2. Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour required for the execution of the Contract and for all payments in connection therewith.

GCC.19.3.3. The Contractor shall be responsible for obtaining all necessary permit(s) if required, from the appropriate authorities for the entry of all labour and personnel to be employed on the Site.

GCC.19.3.4. The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Sub-contractors.

GCC.19.3.5. The Contractor shall, in all dealings with its labour and the labour of its Sub-contractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

GCC.19.3.6. Before undertaking the work, the Contractor shall produce labour licence from the Assistant Labour Commissioner's Office of the respective region in compliance with the provision of Contract Labour Regulation & Abolition Act, 1970 and any amendments there under.

GCC.19.3.7. The Contractor shall ensure compliance of statutory provisions of various labour laws viz. Payment of Wages Act-1936, Minimum Wages Act-1948, ESI Act-1948, EPF and Miscellaneous provisions of Act- 1956, Workmen's Compensation Act-1923 and any amendments there under to the extent applicable. All safety provisions and rules are to be adequately observed at his own expenses. If, however, for any non-compliance of statutory provisions as above, the Purchaser is held responsible as Principal Employer to pay any amount on any of these accounts under the legislation or under the instruction of any appropriate Court of Law or statutory authority, the same shall be recoverable from the bills of the Contractor or reimbursed in favour of the Purchaser suitably.

GCC.19.4. **Contractor's Equipment:**

GCC.19.4.1. The Contractor shall provide all erection equipment, haulage & electrical power, if necessary, including transport at his own cost, to complete the works and services as per completion schedule.

GCC.19.4.2. All Contractor's equipment shall be brought to the Site after obtaining prior approval of the Purchaser and all such equipment when brought to Site will be deemed to be exclusively intended for the execution of Contract. The Purchaser shall have lien on all such equipment brought to Site for the purpose of execution of works and services.

GCC.19.4.3. The Contractor shall not remove from the Site any such equipment, except when it is no longer required for the completion of the Works and services, or when the Purchaser has given his consent.

GCC.19.4.4. **Supply Of Materials:-** Materials like primer should be ICI of original quality & paints of ICI to be required for painting works, will be supplied by you (Apart from above other brands will not be accepted under any circumstances). Before applying paint, the same should be duly approved by site Engineer.

GCC.19.5. **Purchaser's Equipment:**

GCC.19.5.1. The Contractor shall pay hire charges as may reasonably be levied for the Purchaser's equipment, if used.

GCC.19.6. **Progress Report:**

GCC.19.6.1. The Contractor shall be required to furnish to the Purchaser the monthly progress report of the works and services, in the prescribed format to be approved by the Controlling Officer.

GCC.19.7. **Security and Lighting:**

GCC.19.7.1. The Contractor shall provide and maintain at its own expense all lighting, fencing, and security when and where necessary for the proper execution and the protection of the works and services, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

GCC.19.8. **Communication:**

GCC.19.8.1. The Contractor may require the Purchaser to confirm in writing any decision or instruction of the Purchaser which is not in writing. The Contractor shall promptly notify the Purchaser of such requirement.

GCC.19.9. **Authority of Access**:

GCC.19.9.1. No persons other than the employees of the Contractor or his authorised representative shall be allowed at the Site. Purchaser and his representatives shall have access to the Site at any time.

GCC.19.10. **Facilities to other contractors:**

GCC.19.10.1. The Contractor shall afford all reasonable facilities to any other contractor employed by the Purchaser in the execution on or near the Site of any work not included in the Contract.

GCC.19.10.2. The Contractor shall not fix or place any placard or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Purchaser.

GCC.19.10.3. The Contractor shall provide, at his own cost and maintain proper office accommodation for Contractor's representative and staff, as approved by the Purchaser which shall be open at all reasonable hours to receive instructions, notices of communications.

GCC.19.10.4. The Contractor will have to maintain certain register and records giving particulars of the contract labour employed, the nature of work performed by the Contractor and the rates of wages paid to the contract labour etc. In addition to this a notice in the prescribed form containing particulars about hours of work, nature of duties and extracts of Contract Labour Regulation & Abolition Act will have to be displayed by the Contractor as prescribed in the Contract Labour Regulation & Abolition Act 1970 and any amendments thereof

GCC.19.11. **Emergency work:**

GCC.19.11.1. If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the works, the Contractor shall immediately carry out such work.

GCC.19.11.2. If the Contractor is unable or unwilling to do such work immediately, the Purchaser may do or cause such work to be done, as the Purchaser may determine it necessary in order to prevent damage to the works and services. In such event the Purchaser shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the Purchaser is such that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Purchaser in connection therewith shall be paid by the Contractor to the Purchaser.

GCC.20. Damage to property and injury to persons, accident or injury to workers:

GCC.20.1. The Contractor shall indemnify and keep indemnified the Purchaser against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction, erection and maintenance of the works and services and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

GCC.20.2. The Purchaser shall not be liable for damage or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the Contractor and his sub-contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation thereto.

GCC.21. Inspection & Testing:

GCC.21.1. The Purchaser's representative shall be entitled to inspect, examine and test at the Site, the workmanship of all the works and services to be carried out under this Contract, as and when required. Such inspection and testing shall not relieve the Contractor from his obligations under this Contract.

GCC.21.2. The Contractor shall provide assistance like labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser's representative to carry out the required inspection, examination and tests at Contractor's cost.

GCC.21.3. When the works and services are to the satisfaction of the Purchaser's representative and are according to the drawings, specifications, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor.

GCC.21.4. In the event any work carried out by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the drawings, specification, the Purchaser shall reject the work and request the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective work or installations free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may, at his option, replace or rectify such defective work/installation at the risk and cost of the Contractor or terminate the Contract for default.

GCC.22. Taking Over:

GCC.22.1. The works and services shall be taken over by the Purchaser after completion, either in full or in part (where for part completion, separate completion schedule has been provided in the Contract), upon successful execution of works and services by the Contractor in accordance with provisions of Contract.

GCC.22.2. On successful completion of works and services or any part thereof as provided in GCC.22.1 and upon request of the Contractor for taking over the works and services and issuance of TOC, the Purchaser shall, within forty-five (45) days after the receipt of the Contractor's application, or within fifteen (15) days from the date of actual handing over of relevant works and services, whichever is later, either issue the TOC or reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the TOC to be issued.

GCC.22.3. TOC shall be issued to the Contractor specifying the date on which the works and services or any part thereof were complete and ready for taking over, after ascertaining the following:

a. The works and services under the Contract have been satisfactorily completed by the Contractor as per the provisions of Contract.

b. The Contractor has cleared the site of all the surplus materials, removed all scaffoldings, shuttering materials, labour huts/ sheds, cleaned the dirt from Site, temporary sanitary and water supply arrangements and all electrical gadgets/ equipments/ switches, wiring, any wood work or any such item, as relevant to the Contract to the satisfaction of the Controlling Officer, except those required for carrying out rectification works.

c. All the defects have been rectified to the complete satisfaction of the Controlling Officer.

GCC.22.4. Issuance of such certificates shall not relieve the Contractor of any of his obligations which otherwise were to be complied with under the terms and conditions of the Contract.

GCC.22.5. Notwithstanding the above-mentioned provisions, the issuance of TOC shall not be held up for delay in completion/ rectification of works of minor nature that do not affect the performance/ use of the works and services. In such a case the Contractor shall however be required to give an undertaking that in case he fails to complete/rectify within a mutually agreed period, the Purchaser shall be at liberty to carry out the work at his risk and cost, and deduct an amount as may be considered appropriate by the Purchaser.

GCC.22.6. Issuance of TOC for any part of the works and services is only for the purpose of facilitating the Contractor to receive the payment for part of the works and services completed and for determination of liquidated damages in respect thereof and shall not relieve the Contractor of his responsibilities under the Contract towards other parts of the works and services.

GCC.23. <u>Liquidated Damages:</u>

GCC.23.1. If the Contractor fails to attain completion of the works and services or any part thereof within the time for completion or any extension thereof under GCC.25, the Purchaser shall recover from the Contractor as liquidated damages a sum of half percent **(0.5%)** of the contract value of works for each calendar week (or part thereof) of delay in cases where works and services are required to be handed over in full as per the scheduled completion time. In other cases, where the contract provides for handing over the works and services in part, and scheduled completion time for such part has been provided separately in the Contract, and there is a delay in such completion, the liquidated damages shall be calculated at the rate mentioned above on the contract value relating to the part delayed by the Contractor. However, the total recovery against liquidated damages shall not exceed five percent **(5%)** of the total Contract Price.

GCC.23.2. The Purchaser reserves the right to adjust the security deposit/contract performance security towards recovery of liquidated damages or deduct the amount of such damages from any money due or to become due to the Contractor. The payment deduction of such damages does not relieve the Contractor from his obligation to complete the work or from any of his other obligations and liabilities under the Contract.

GCC.24. Force Majeure:

GCC.24.1. The Contractor shall not be considered in default if delay in completion of works and services occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes (other than Contractor's employees strike), fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as a cause of Force Majeure. A notification to this effect duly certified by statutory authorities shall be given by Contractor to the Purchaser. In the event of delay due to such causes, the time for completion will be extended for a length of time equal to the period of Force Majeure, or the Contract may be terminated as per GCC.26.3.

GCC.25. Extension of Time for Completion:

GCC.25.1. If the completion of works and services is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the Purchaser in writing stating reasons for an extension of time. The Purchaser on receipt of such notice may agree to extend the completion period as may be reasonable, but without prejudice to other terms and conditions of the Contract as the case may be.

GCC.25.2. Where the works and services are not completed by the Contractor for reasons attributable to him, the Purchaser may extend the time for completion, subject to the levy of liquidated damages as per GCC.23 for the period of delay, as per provisions of the Contract.

GCC.26. Termination:

GCC.26.1. **Termination for Contractor's default:**

The Purchaser, without prejudice to any other rights or remedies it may possess, upon written notice of default to the Contractor, terminate the Contract:

a. If the Contractor neglects, or fails to commence the work or achieve the scheduled progress or complete the works and services as per the completion schedule agreed with the Purchaser, the Purchaser shall have the right to terminate the Contract after giving notice in writing to the Contractor. If the Contractor fails, after fourteen (14) days of such notice to proceed with the works and services in the manner notified, the Purchaser shall terminate the Contract.

b. If the Contractor, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

GCC.26.2. **Termination for bankruptcy:**

GCC.26.2.1. If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt, the Purchaser will be at liberty:

a. To terminate the Contract forthwith by notice in writing to the Contractor or to liquidator or receiver or to any person with whom the Contract may become vested.
b. To give such liquidator, receiver or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be determined by the Purchaser.

GCC.26.3. **Termination for force majeure:**

GCC.26.3.1. Either party, upon thirty (30) days of written notice to the other, shall have the right but not an obligation to terminate the Contract due to force majeure conditions, provided the force majeure conditions exists for a period exceeding three (3) months and the work cannot be resumed within a period of three (3) months from the date the force majeure condition cease to exist.

GCC.26.3.2. In the event of such termination of the Contract, payment to the Contractor will be made as follows:

a. The Contractor shall be paid for all construction/services delivered/ executed and for any other legitimate expenses due to him.
b. The Purchaser shall also release security deposit/ contract performance security at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him. In such cases, the security deposit/ contract performance security shall be adjusted against any excess payment made to the Contractor. If even after adjustment of security deposit/ contract performance security, any excess payment remains, the Contractor shall refund such excess amount within thirty (30) days after termination.

GCC.27. Variations:

GCC.27.1. The Purchaser may by notice in writing, at any time before the works and services are taken over, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the works and services. The Contractor shall not vary or alter any of the works and services, except under direction in writing by the Purchaser.

GCC.27.2. **Supplementary Items:**

Rates for the supplementary items shall be arrived at as given hereunder.

a. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
b. When (a) above cannot be applicable, the rates shall be taken from State P.W.D schedule of rates, as applicable, prevailing at the time **of submission of bids including the premium/discount % rate quoted by the Contractor.**
c. When both (a) or (b) above cannot be applicable, the rates should be analysed from present market rates of different elements involved in the item, with Contractor's profit as 10%.

GCC.28. Assignment and Sub-Letting:

GCC.28.1. The Contractor shall not, without the written consent of the WBSETCL, assign or sublet the Contract or any part thereof, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

GCC.29. **Defect Liability:**

GCC.29.1. If during the Defect Liability Period any defect is found in the design, engineering, materials and workmanship of the works and services executed by the Contractor, the Contractor shall promptly in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at his own cost, repair, replace or otherwise make good such defect as well as any damage to the works and services caused by such defect.

GCC.29.2. The Defect Liability Period shall be as specified in the SCC. Where any part of the works and services is taken over separately, the Defects Liability Period for that part shall commence from the date it was taken over. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the works and services caused by such defect within fifteen (15) days of the intimation of the defect, the Purchaser reserves the right to get such work done in a manner as considered necessary, and recover the costs incurred by the Purchaser in connection therewith from the Contractor.

Section IV – SPECIAL CONDITIONS OF CONTRACT

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

SCC Item No	GCC Clause	Data
1	GCC.8	The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.
2	GCC.9.2.1	The Adjudicator will be appointed by WBSETCL, as may be agreed between both the parties.
3	GCC.10.1	**The terms of payments are as follows:** The terms of payments are as under: **After successful completion of the entire work, 90% of the order value plus 100% GST will be paid by the paying officer in due course upon submission of GST Invoice in triplicate, Warranty Certificate & other relevant documents to the Site Officer and checking & certification and onward submission to the office of the controlling officer for payment. Remaining 10% will be deducted from the GST Invoice as performance guarantee in such a way that the total deduction including the EMD becomes 10% of the order value.**
4	GCC.10.2	Progressive Payments (Not Applicable).
5	GCC.11.1	**Performance Security:** The purchaser shall deduct @ 10% or any equivalent amount from Bill as performance guarantee till the total deduction becomes 10% of the final contract price including initial bid security.
6	Paying Authority	The Paying Authority shall be the Assistant Manager(F&A), Burdwan Area Office, WBSETCL
7	Completion Time	**03 (Three) months** from the date of site handover and within schedule period of shutdown.
8	GCC.29	**Defect Liability:** The work shall be guaranteed for **12 (Twelve) months** from the date of completion of entire work.
9	GCC.14	The Addl. Chief Engineer & Area Manager, Burdwan Area Office, WBSETCL will be the Controlling Officer of the work and The Assistant Engineer, Raina 132KV Sub-Station is the Site Officer of the entire works.

Section V – TECHNICAL SPECIFICATIONS

SCOPE OF WORK:

Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL.

TECHNICAL SPECIFICATION OF WORK

1. **Paints:** All paints shall be delivered in strong containers, marked with the brand, volume of paint, content in liter. All paints and primers shall be of 'ICI' make in original best quality available in the market. Under no circumstances shall the paint be diluted with linseed oil or otherwise. Any paint or enamel, which so hardens in the container that in cannot be readily broken up with a stirrer to a smoother uniform painting consistency, shall be rejected. Any paint or enamel too thick for proper brush application shall be rejected.
   Primer: Synthetic Enamel Primer 'ICI'.
   Paint: Synthetic Hi-gloss Enamel of 'ICI' Make (Colour to be selected by the Site-In-Charge).
   Thinner: Thinner of ISI marked or Bengal Chemical Oil Solvent.
2. **Base preparation & priming:**
   i) Preparation of base: The old blistered and pealed of paints and rust on surface are to be removed completely with the help of chisel, chipping hammer, wire brush and other tools as required and thereafter the surface has to be rubbed with emery cloth to expose the original surface and then clean it properly. The surface thus cleaned should be treated with moist cloth soaked with suitable solvent to remove dust, fine particles and others. The surface absorbed with oil and grease is to be removed properly. The preparation of surface should be made in such a way that it can absorb the primer and paint in good adhesion. Where necessary, good quality putty shall be used to hide all holes, cracks, open joints etc. The rate for painting includes such work.
   ii) Priming: Prior to undertake the job of primer painting, all the surface to be properly cleaned and dried to remove all fine particles. One coat of 'ICI' make primer to be applied by the process of spray painting with full uniform required thickness and in good adhesion as per recommendation of the manufacturer and up to the satisfaction of the Site-in-charge. The use of diluting solvent like Thinner/Tarpon oil of ISI marked or of Bengal Chemical may be allowed to use in right proportion as per recommendation of the manufacturer. After completion of primer painting, it should be allowed to dry for a period of 24 hrs.
   iii) Preparation of surface: - Blistered or peeled off paints and rusts are to be removed from the surface with the help of chisel, chipping hammer, brush. Thereafter the surface has to be rubbed with emery cloth to expose the original surface. The surface thus cleaned should be treated with moist cloth soaked with suitable solvent to remove dust, dirt / fine particles etc. Surface in good condition with grievous painting should be cleaned with appropriate solvent to remove grease, oil etc. and then to be rubbed with emery cloth for making it suitable for new painting.

3. **Painting:-** After exposing and cleaning the original surface best quality 'ICI'/make paint is to be applied.
   a) Metal parts of equipments where aluminum finish is not required, should be primed with brown/grey primer.
   b) Where aluminum finish is required, one coat of peak etching primer is to be used before applying red oxide (Zinc chromate) paint.
   c) All paints are to be supplied by the party in sealed containers. The same should be used after approved by site Engineer.
   d) Phase marking of red, yellow, blue colours by fluorescent paint are to be made on all structures as required after painting to make them visible from any side / corner.
   e) Operating mechanism & connecting pipes of the breaker, junction box of CT, PT, Isolator etc. should be painted with grey paint or other colour as advised by site Engineer.

4. **Final coating:-**
   a) Before applying the final coat, time as per manufacturer's specification, should be allowed for drying off the first coating.
   b) The paints should be of best quality 'ICI' make.
   c) There should be sufficient time gap between 1st and 2nd coat of painting for drying off the 1st coat.
   d) For equipments two coats of Approved Paint is to be used as advised by the Site In-charge.

5. **Cleaning of unwanted traces of paints**: - Traces of paints on bushings, name plates, gauge glasses etc. must be removed with appropriate solvents and the above surfaces must be properly cleaned before completion of work. The painting work should be of high standard. The finished surface shall present on even and uniform appearance and shining look.
6. **Marking:** Demarcation of the name of equipments (transformer, circuit breaker, etc.) and phase marking of Red, Yellow, Blue colour by fluorescent paint to be made on all equipments as required after painting to make them visible from any side as per direction of the Site-in-charge.

All other technical specifications or description of work not mentioned in this NIT, shall be guided by those available at the website of WBSETCL i.e., ***www.wbsetcl.in*****.** All the materials should strictly conform to the technical specifications of WBSETCL. The bidders are requested to download the same from the aforesaid website and the same should be followed. Approval of any documents by WBSETCL shall not relieve the bidder of his responsibility for the accuracy thereof or modification required during actual execution or for any deviation in scheme from the Technical Specifications with accepted deviations if there be any.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT FOR

"Painting of Power Transformers Station Auxiliary Transformer, CB, PT, CT JB, PT JB, BMK, Isolator DM box of different voltage level and earth flat, fire hydrant pipe & hose pipe at Raina 132KV Sub-Station under Burdwan Area Office, WBSETCL."

NIT No. A BDNAO/e-Tender/Electrical/2026-27/04 Dated: 24.08.2026

Section VI
Annexure

WBSETCL

OFFICE OF THE SUPERINTENDING ENGINEER & AREA MANAGER
BURDWAN AREA OFFICE,
Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman, West Bengal, PIN-713422.
EMAIL: burdwan.area.office@gamil,com, **Website:www.wbsetcl.in**

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

Bid Form

To,

The Area Manager,
Burdwan Area Office, WBSETCL.
Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman,
West Bengal, PIN-713422.

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 three 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	Documents of Online Payment ***[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).....

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,

The Area Manager,
Burdwan Area Office, WBSETCL.
Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman,
West Bengal, PIN-713422.

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,

The Area Manager,
Burdwan Area Office, WBSETCL.
Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman,
West Bengal, PIN-713422.

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

(Signature).....

Date:

Place: (Printed Name) .....

(Designation).....

(Seal).....

Annexure - 4B

Details for meeting technical qualification requirement

NIT No:

Bidder's Name & Address:

To,

The Area Manager,
Burdwan Area Office, WBSETCL.
Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman,
West Bengal, PIN-713422.

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

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.....

Bid Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To

The Area Manager,
Burdwan Area Office, WBSETCL.
Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman,
West Bengal, PIN-713422.

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

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 affected 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)

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 vendor is requested to furnish one copy of each of the tax invoice, duly attested by the Paying Authority, to the Manager (F&A), Compilation and Tax, Corp. Finance, WBSETCL, Vidyut Bhavan (9th Floor), Kolkata-700091.
WBSETCL shall deduct tax from the payment made or credited to the vendor, 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 evidence
WOCC: 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 Documents of Online payment]……. Dated.....will be converted to initial security deposit. Further amount shall be deducted from the payments so that the total deduction shall constitute not less than three percent (10 %) 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 **Ten Percent (10%)** 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 Final payment shall be made ..... for the value of Works and services as per provisions of GCC and SCC.

   Or

   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 WBSETCL

……(Authorised Signatory)……

……(Name of the Purchaser)……

Bank Guarantee for Contract Performance

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To

The Area Manager,
Burdwan Area Office, WBSETCL.
Satgachia 400KV GIS Sub-Station,
Vill & P.O.:- Satgachia, P.S.- Memari,
Dist.-Purba Barddhaman,
West Bengal, PIN-713422.

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 **Ten Percent (10 %)** 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 these 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.

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,

S.No	Description of Information	Reference to Bidding documents	Reference 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.

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:

S.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: .....