WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Tender Document for

" Rigid pavement works towards Stack-yard and Painting of control room at Mohispota 132 KV Sub -station"

NIT No. SE/BAO/Civil/2024-25/05, DATED :05.08.2024.

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

WBSETCL

OFFICE OF THE S.E. & AREA MANAGER
BARASAT AREA OFFICE
Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126

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.

Contents

Section I - NOTICE INVITING TENDER 4

Section II - INSTRUCTION TO BIDDERS 8

ITB. 1. Responsibility of bidders 8

ITB. 2. Qualifying Requirements 8

ITB. 3. Site visit 8

ITB. 4. Process to be confidential 9

ITB. 5. Clarifications on bidding documents 9

ITB. 6. Amendment of bidding documents 9

ITB. 7. Right to split Contract 9

ITB. 8. Language of the bid 10

ITB. 9. Documents constituting the bid 10

ITB. 10. Cost of bidding 11

ITB. 11. Bid Prices 11

ITB. 12. Period of validity of bids 12

ITB. 13. Bid Security 13

ITB. 14. Submission of bids 14

ITB. 15. Deadline for Submission of bids 14

ITB. 16. Withdrawal of bids 14

ITB. 17. Bid Opening 14

ITB. 18. Clarification on bids 15

ITB. 19. Correction of arithmetical errors in price bid 15

ITB. 20. Time Schedule 16

ITB. 21. Procedure of Evaluation of bids 16

ITB. 22. Letter of Award 16

ITB. 23. Signing of Contract Agreement 17

ITB. 24. Variations 17

ITB. 25. Corrupt or Fraudulent Practices 17

ITB. 26. Purchaser's right to accept any bid, and to reject any or all bids. 18

ITB. 27. Pre-Bid Meting 18

Section III – GENERAL CONDITIONS OF CONTRACT 20
GCC.1. Definitions 20
GCC.2. Scope of the Contract 22
GCC.3. Contract documents 22
GCC.4. Order of precedence of the documents 23
GCC.5. Contract Execution 23
GCC.6. Contract Price 24
GCC.7. Notices 24
GCC.8. Governing Law 24
GCC.9. Disputes 24
GCC.10. Terms and Procedure for Payment 25
GCC.11. Performance Security 27
GCC.12. Taxes Duties, and Other Levies 28
GCC.13. Patent Indemnity 30
GCC.14. Purchaser's representative 31
GCC.15. Contractor's representative 31
GCC.16. Commencement of Works and services 32
GCC.17. Protection of Works and services 32
GCC.18. Materials obtained from excavation 32
GCC.19. Materials for the performance of the Contract 32
GCC.20. Insurance 35
GCC.21. Contractor's Construction Management 38
GCC.22. Damage to property and injury to persons, accident or injury to workers 40
GCC.23. Inspection & Testing 41
GCC.24. Taking Over 41
GCC.25. Liquidated Damages 42
GCC.26. Defect Liability 43
GCC.27. Force Majeure 43
GCC.28. Extension of Time for Completion 43
GCC.29. Termination 44
GCC.30. Variations 45
GCC.31. Assignment and Subletting 45
Section IV – SPECIAL CONDITIONS OF CONTRACT 46
Section V – TECHNICAL SPECIFICATIONS 48

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

OFFICE OF THE S.E. & AREA MANAGER

BARASAT AREA OFFICE

Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126.

DETAILED NOTICE INVITING TENDER

For

" Rigid pavement works towards Stack-yard and Painting of control room at mohispota 132KV sub -station"

NIT No: SE/BAO/Civil/2024-25/05, DATED :05.08.2024

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

1.0 Brief scope of work:

i) "Construction of rigid pavement and Painting of control room at mohispota 132KV sub -station"

ii) Supply of all required materials shall be supplied by VENDOR and all other special tools, tackles, man power required for completion of the work has to be provided by the vendor.

iii) Site cleaning including removal of all the residual material if any has to be done by the vendor.

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

Bidding document No	:	SE/BAO/Civil/2024-25/05, DATED :05.08.2024
Name of work	:	**"Rigid pavement works towards Stack-yard and Painting of control room at mohispota 132KV sub -station"**
Estimated amount	:	**Rs.9,72,785.00/- (Rupees: Nine lakh Seventy two thousand Seven hundred eighty five rupees Only) excluding G.S.T and C.E.S.S.**
Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	:	**05.08.2024 at 9:00 am**
Documents download start date (Online)	:	**05.08.2024 at 06.00 pm.**
Last Date of uploading of Pre Bid Quarries(Online)	:	**12.08.2024 at 3.00 pm**
Pre Bid Meeting at Office	:	**14.08.2024 at 3.00 pm**

Bid submission start date (On line)		**16.08.2024 from 09.00 am**
Bid Submission closing (On line)	:	**30.08.2024 3:00 P.M.**
Last Date of submission for the cost of Tender Documents and Bid security/Earnest Money Deposit in original (Off line)	:	**02.09.2024 upto 01.00 PM**
Opening of Techno-commercial bid (Online)	:	**4.09.2024 from 11:00A.M.**
Opening of price bid	:	To be intimated later
Bid validity	:	90 days from the next date of bid opening.
Completion time of the work and services	:	**One (01)** months from the date of hand over of site after placement of LOA.
EMD	:	**Rs. 10000.00/- (Rupees Ten thousand Only)**

3.0 A complete set of bidding documents may be downloaded by any interested bidder. Cost of the Bidding document (non-refundable) as mentioned above in the form of a Demand Draft/Pay Order/Banker's Cheque drawn in favour of **"BARASAT AREA OFFICE, WBSETCL"** from any scheduled bank payable at Kolkata shall have to be deposited physically at the office the **BARASAT AREA OFFICE, WBSETCL ,** Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126, **02.09.2024 up to 01.00 P.M.**

4.0 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

5.0 All bids must be supported by **bid security (EMD)** for an amount of **Rs. 10000.00/- (Rupees Ten Thousand Only)** in the form of Demand Draft /pay order /Banker's cheque drawn in favour of **"BARASAT AREA OFFICE, WBSETCL" from any scheduled commercial bank,** payable at Kolkata , from any scheduled commercial bank favouring **BARASAT AREA OFFICE, WBSETCL** which shall remain valid for a period of one hundred and eighty (180) days from the next day of bid opening date with a further claim period of thirty (30) days. Bidders must submit the Bid security physically within the stipulated date as above at the office of the **BARASAT AREA OFFICE, WBSETCL ,** Nabapally Circular Road, P.O: Nabapally, Barasat, Pin-700126, within the date as specified above and also to be documented along with the bid and submitted online. Non submission of the acceptable bid security along with prescribed cost of bidding documents as specified here, in a sealed cover or submission of bid security and cost of bidding document of inadequate value shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive.

For preparation of BG the Bank details of BARASAT AREA OFFICE, WBSETCL A/C is given below:-
SBI BANK, BARASAT BRANCH.
12/28, K.N.C.ROAD, DIST- 24 PGS (N). KOLKATA 700124
ACCOUNT NO: 33845114366

IFSC CODE: SBIN0000024.

6.0 Bid shall be rejected by the WBSETCL if the bidder fails to submit original Bank Guarantee /Demand Draft /Pay order against tender fees & Earnest Money Deposit (EMD) physically to the office of the **BARASAT AREA OFFICE, WBSETCL ,** Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126 under sealed cover on or before the scheduled date & time as specified above.

7.0 **Qualifying Requirements for bidders:**

7.1. Following shall be the qualification requirements:

7.2.

a. Technical qualifying requirement:

The bidder should have the past experience of executing **Works and services similar nature such as paver block works, False Ceiling works, Painting Work, Chain railing Work, Plumbing work of value not less than Rs. 5.84 lac excluding taxes** in the preceding 5(five) financial years under Central/State Government, or reputed power utilities of PSUs.

.**b. Financial**

Financial QR for the tender are as follows:

Net Worth:	Net Worth should be positive.
Liquid Asset:	**Rs 2.43 lac** Bidder should have liquid assets (L.A) and/or evidence of access to or availability of credit facilities of equivalent amount.
MAAT:	**Rs. 14.6 lac**

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

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

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

a. List of contracts for similar Works and services executed in the past three years with copies of LOAs and execution status of each contract supported by client's certificate.

b. Audited Annual Accounts of the company for the last three (3) years (in case of companies)

or

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

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

7.4. 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

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

8.0 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.

9.0 Address for seeking any clarifications on the bid documents :

OFFICE OF THE S.E. & AREA MANAGER
BARASAT AREA OFFICE
Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126.

EMAIL: debarasat@gmail.com || **PHONE NUMBER**: 09434910057

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 in particular 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 know 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 into a Contract for execution of Works and services. The cost of visiting the Site shall be borne by the bidder fully.

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 fax, 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 purchased the bidding documents.

ITB.5.2. Any queries sent by the bidders after the date and time notified in 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 on the website. The bidders may visit the website of WBSETCL from time to time in their own interest.

ITB. 7. Right to split Contract

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

ITB. 8. Language of the bid

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as 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 and tender fee in the form of pay order/DD from any nationalised bank for an amount of **Rs. 10000.00** shall be submitted (offline). Scanned copy of the bid security 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 e-submission of the tender in specified folder.

NON STATOTORY 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

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 percentage of rate/rates of below/at par/above w.r.t estimated cost shall be quoted in numeric digit only. 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 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 the justification of quoted price in the bid. If the justification against quoted price is found acceptable to the Purchaser, even then the L1 Bidder has to 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 before issuance of Letter seeking Additional Performance Security. If the Bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter seeking Additional Performance Security from WBSETCL, his Earnest Money will be forfeited and other necessary actions as per the terms and conditions of the tender like blacklisting of the contractor etc. may be taken.

The Bank Guarantee shall have to be valid till the end of the contract period and shall have to be renewed accordingly, if required.
The Bank Guarantee shall be returned immediately on successful completion of the contract. If the Bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. This Additional Performance Security is over and above the stipulated Contract Performance Guarantee. The provisions of the Performance Security as laid down in 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 in the form of a Demand Draft/ Pay Order/ Banker's Cheque/ **Bank Guarantee**, at its option, from any scheduled commercial bank in favour of **"BARASAT AREA OFFICE, WBSETCL"** payable at Kolkata , for an amount specified in the NIT .

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.13.2. 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.13.3. The bid security shall be forfeited in the following circumstances:

a. If the bidder withdraws its bid as a whole or in part as per ITB. 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 security deposit/contract performance guarantee, in accordance with GCC.11 wherever such deposit is required to be furnished.

ITB.13.4. 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.13.5. The bid security of the successful bidder, if provided in any form other than a bank guarantee, will be adjusted towards security deposit as per GCC.11.1. 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 0

ITB.13.6. 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 upto 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

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.11.5. 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, on the deadline for submission of bid the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

ITB.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 WBGST, 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

The basic consideration and the essence of the Contract shall be the 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 issue of a detailed Letter of Award within ten (10) days, 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 BDS. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Purchaser shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

ITB.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 BDS. The Purchaser shall make related modifications/ amendments as may be

considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.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 Price" means the sum total 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.1.4. "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.1.5. "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.1.6. "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.1.7. "Purchaser" means West Bengal State Electricity Transmission Company Limited (WBSETCL), Kolkata, and includes its legal successors and permitted assigns.

GCC.1.8. "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.1.9. "Performance Guarantee" means the security to be provided by the Contractor in accordance with GCC. 11 for the due performance of the Contract.

GCC.1.10. “GCC” means the General Conditions of Contract hereof.

GCC.1.11. “SCC” means the Special Conditions of Contract hereof.

GCC.1.12. “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.1.13. “Taking Over Certificate” (TOC) shall mean the Purchaser's written acceptance for the Works and services or any part thereof in terms of GCC.24

GCC.1.14. Works and services means 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.1.15. Government means Government of India or Government of West Bengal, as the case may be.

GCC.1.16. 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.1.17. “Program” means the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.

GCC.1.18. “Sub-contractor”, including Sub-vendor or Sub-supplier means any person to whom execution of any part of the Works, including preparation of any design or supply of any Equipment/Materials, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

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

GCC.1.20. “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

GCC.2.1. 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 effect the validity of the Contract. The exercise by either party of any of his rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

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

GCC.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.
Contract
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.30 . 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.12.10.

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 measurement books, 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 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, except 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 measurement book 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 measurement book 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. Performance Security

The Performance Security will be provided by the Contractor either in the form of a Security Deposit or by furnishing a bank guarantee as specified in the SCC.

GCC.11.1. Security Deposit *(Applicable for Contracts of the value below Rs. Fifty (50) lacs)*

GCC.11.1.1. 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 Demand Draft/ Banker's Pay Order/ Banker's Cheque 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 initial security deposit, **on this account is equivalent to Ten percent (10 %) of the Contract Price.**

GCC.11.1.2. Purchaser shall refund one half of the security deposit amount to the Contractor on certification by the Controlling Officer in writing that the work has been completed satisfactorily as per the specified time schedule and technical specifications. The remaining half of the security deposit amount shall be refunded by the Purchaser on expiry of defect liability period provided that the Controlling Officer is satisfied that there is no demand outstanding against the Contractor. The Purchaser shall have absolute discretion to forfeit the security deposit for any default on the part of Contractor in the performance of the Contract, including its obligations under the defect liability period.

GCC.11.1.3. No interest shall be payable by the Purchaser to the Contractor against security deposit.

GCC.11.2. Bank Guarantee

[To be applicable only in cases of Works and services having value of Rs. Fifty (50) lacs and above]

GCC.11.2.1. 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.11.2.2. The Contract Performance Guarantee is liable to be invoked on demand of WBSETCL, for any breach under the Contract irrespective of any dispute or difference between WBSETCL and the Contractor, pending before any court, tribunal or any other authority.

GCC.11.2.3. 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. Taxes Duties, and Other Levies

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

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

GCC.12.5. Service tax

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

GCC.12.6. Excise duty

For own manufactured items, the Contractor shall indicate the percentage applicable and also the amount of excise duty against each item and ex-works price of the Equipment/Materials within specified column of the Price Schedule. The same will be paid extra, on production of original documentary evidence, at the rate applicable at the time of physical delivery provided the

physical delivery is made within the stipulated delivery time from the date of issue of despatch clearance and the offer of inspection is received within the schedule delivery period. In case of bought out items, the payment will be released on totality basis as detailed in Appendix 1 to the Contract Agreement..... **NOT APPLICABLE**

GCC.12.7. In case however, the Equipment / Materials are offered for inspection after the schedule delivery period, **CGST plus WBGST, or IGST, as the case may be,** will be paid at the rate prevailing at the time of scheduled delivery period or actual delivery period, whichever is lower, in case of direct transactions.

GCC.12.8. **CGST plus WBGST, or IGST, as the case may be,** as applicable on Price Variation for own manufactured items as provided in BDS will be allowed as admissible against documentary evidence.

GCC.12.9. 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.28.1 will be to the account of the Purchaser.

GCC.12.10. 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.12.11. 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 or names shall have previously been communicated in writing to the Controlling Officer by the Contractor) to supervise the construction, erection and commissioning and carrying out of the Works and services. The said representative, (or if more than one shall be employed, then one of such 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 representative 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.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. Materials obtained from excavation

Materials of any kind obtained from excavation on the Site shall remain the property of the Purchaser and shall be disposed of as the Controlling Officer may direct.

GCC.19. Materials for the performance of the Contract

GCC.19.1. Materials to be provided by the Contractor.

GCC.19.1.1. The Contractor shall, at his own expense, provide all materials required for the Works and services other than those which are to be issued by the Purchaser. The construction water, power or any other facility required for the execution of the Works and services shall be the responsibility of the Contractor. However, the Purchaser at the request of the Contractor may provide any of these facilities, if available, on chargeable basis.

GCC.19.1.2. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Technical Specification and the Contractor shall, if requested by the Controlling Officer, furnish proof to the satisfaction of Controlling Officer that the materials so comply.

GCC.19.1.3. Wherever required by the Controlling Officer, the Contractor shall, at his own expense and without delay, provide samples of materials proposed to be used in the Works and services. The Controlling Officer shall within seven (7) days thereafter or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange for fresh samples complying with the Technical Specifications laid down in the Contract, for approval.

GCC.19.1.4. The Controlling Officer shall have full powers to require removal of any or all of the materials brought to Site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Controlling Officer shall be at the liberty to have them removed by other means. The Controlling Officer shall have full powers to order the Contractor to provide other proper materials to be substituted for rejected materials. In the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

GCC.19.1.5. The Controlling Officer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Controlling Officer may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Controlling Officer, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials consumed/used in such tests shall be to the account of the Purchaser, except if the tests disclose that the said materials are not in accordance with the provisions of the Contract, then the same shall be to the account of the Contractor.

GCC.19.2. Materials to be provided by the Purchaser.

GCC.19.2.1. Materials to be issued by the Purchaser free of cost
The Purchaser, if so stipulated in the SCC, may issue materials listed out in the SCC free of cost for incorporation in the Works and services as per the terms and conditions specified in the Technical Specification.

GCC.19.2.2. Materials to be issued by the Purchaser on chargeable basis
If after the award of the Contract, the Contractor desires the Purchaser to issue/supply any other materials, for the purpose of the Contract such materials may be issued by the Purchaser, if available, at rates specified in the SCC. The Purchaser reserves the right not to issue any such materials. The

non-issue of such materials will not entitle the Contractor for any compensation whatsoever either in time or in cost.

GCC.19.3. General

GCC.19.3.1. Materials required for the Works and services, whether brought by the Contractor or issued by the Purchaser, shall be stored by the Contractor only at places approved by the Controlling Officer. Storage and safe custody of materials shall be the responsibility of the Contractor.

GCC.19.3.2. Controlling Officer shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works and services, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.

GCC.19.3.3. All materials brought to the Site shall not be removed off the Site without the prior written approval of the Controlling Officer. But whenever the Works and services are finally completed and advance, if any, in respect of any such materials is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus materials originally supplied by him.

GCC.19.3.4. In respect of all the materials agreed to be issued by the Purchaser to the Contractor, all the costs such as loading, unloading, transportation to Contractor's godown, storage, etc. till the materials are incorporated in the Works and services or returned to the Purchaser, shall be to the account of the Contractor.

GCC.19.3.5. All materials issued to the Contractor by the Purchaser for incorporation or fixing in the Works and services (including preparatory work) shall, on completion or on termination of the Contract, be returned by the Contractor at his expense, at the Purchaser's store, after making due allowance for actual consumption, reasonable wear and tear and/or waste as specified in SCC. If the Contractor is required to deliver such materials at a place other than the Purchaser's store, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Contractor, had such materials been delivered at the Purchaser's store, shall be borne by the Purchaser.

GCC.19.3.6. The Contractor shall maintain a stock reconciliation register for the materials as per Annexure: 10 of Section VI-B, showing date-wise receipts, issue and balance in stock. This register shall be produced by him to the Controlling Officer or his representative whenever required for verification of stock. The Contractor shall assist the Controlling Officer for necessary checking of consumption of the said materials item by item in the Works and services, and the balance stock lying at the custody of the Contractor on the date of physical verification. The Contractor shall also provide access to his stores for inspection/checking as and when desired by the Controlling Officer or his representatives. If on such verification/checking it is found that the balance stock of this material at the custody of the Contractor do not corroborate the

consumption of the same in Works and services already executed by this time, penal recovery shall be made from the Contractor. The cases which may invite such penal recovery are as under:

a. If it is found that the Contractor has used less materials than that are required as per specification/consumption stipulation, the same may invite rejection of the executed part of job consuming less materials, at the discretion of the Controlling Officer. However, in case the said executed part of job is at all accepted by the Controlling Officer, the Contractor shall be paid at the reduced rate finalised by the Controlling Officer and such reduced rate shall be binding on the Contractor.

b. If it is found that materials issued by the Purchaser are consumed in excess of their requirements as per consumption stipulations, the same will invite penal recovery.

c. If such materials have been lost or damaged due to negligence on the part of the Contractor or due to defective storage by him the same will invite penal recovery.

d. If such materials have been used by the Contractor in temporary work like construction of the Contractor's stores offices, labour hutments etc., the same will invite penal recovery.

GCC.19.3.7. The penal rate of recovery for different type of materials to be issued by the Purchaser for incorporation into the Works and services for the purpose of GCC.19.3.6 shall be as per the rates specified in SCC.

GCC.19.3.8. During execution of work the Contractor shall have to submit to the Purchaser quarterly reconciliation statement of the materials, issued to him vis-à-vis consumption of the same in execution of Works and services and the balance held by him as per Annexure: 10 of Section VI-B.

GCC.19.3.9. On completion of the Works and services, the Contractor shall have to submit to the Purchaser, a full reconciliation statement of total materials issued to him and also of the material procured by him, consumed, and the materials returned to store as per Annexure: 10 of Section VI-B.

GCC.20. Insurance

[Applicable only if mentioned in the SCC]

GCC.20.1. 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.20.2. 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 Work 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 interalia 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; and

d. Injury and death of personnel belonging to the Contractor, the Purchaser or any other party.

GCC.20.3. 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.20.4. 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.20.5. 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.20.6. 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.20.7. 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.20.8. 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.20.9. 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.20.10. If the Contractor does not provide any of the policies and certificates required, the Purchaser, with due notice to the Contractor may effect 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.20.11. 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 to 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 to 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.20.12. 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.20.13. 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.20.14. 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.21. Contractor's Construction Management

GCC.21.1. 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.21.2. 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.21.3. Labour

GCC.21.3.1. The Contractor shall provide and employ on the Site in the installation 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.21.3.2. 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.21.3.3. 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.21.3.4. 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.21.3.5. 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.21.3.6. 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.21.3.7. 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.21.4. Contractor's Equipment

GCC.21.4.1. The Contractor shall provide all erection equipment, haulage & power, if necessary, including transport at his own cost, to complete the Works and services as per completion schedule.

GCC.21.4.2. 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.21.4.3. 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.21.5. Purchaser's Equipment

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

GCC.21.6. Progress Report

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.21.7. Security and Lighting

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.21.8. Communication

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

GCC.21.9. Authority of Access

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.21.10. Facilities to other contractors

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.21.11. 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.21.12. 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.21.13. 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.21.14. Emergency work

GCC.21.14.1. 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.21.14.2. 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.22. Damage to property and injury to persons, accident or injury to workers

GCC.22.1. 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.22.2. 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 there to.

GCC.23. Inspection & Testing

GCC.23.1. 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.23.2. 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.23.3. 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.23.4. 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.24. Taking Over

GCC.24.1. 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.24.2. On successful completion of Works and services or any part thereof as provided in GCC.24.1 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.24.3. 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.24.4. 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.24.5. 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 service. 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.24.6. 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.25. Liquidated Damages

GCC.25.1. 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.28, 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.25.2. 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.26. Defect Liability

GCC.26.1. 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 its cost, repair, replace or otherwise make good such defect as well as any damage to the Works and services caused by such defect.

GCC.26.2. 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 on the date it was taken over.

GCC.26.3. 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.

GCC.27. Force Majeure

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.29.3.

GCC.28. Extension of Time for Completion

GCC.28.1. 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.28.2. 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.25 for the period of delay, as per provisions of the Contract.

GCC.29. Termination

GCC.29.1. 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.29.2. Termination for bankruptcy

GCC.29.2.1. 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 upto an amount to be determined by the Purchaser

GCC.29.3. Termination for force majeure

GCC.29.3.1. Either party, upon thirty (30) days 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.29.3.2. 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.30. Variations

GCC.30.1. 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.30.2. 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.31. Assignment and Subletting

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.

Section IV – SPECIAL CONDITIONS OF CONTRACT

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

SCC Item No	GCC Clause Ref, If any	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 Appointing Authority for Adjudicator shall be Additional Chief Engineer Transmission, Kolkata Transmission Zone.
3	GCC.10.1	The terms of payments are as under: **(I) The purchaser shall not deduct any amount** from each R/A-Final Bill as security deposit. Statutory deductions for all taxes and duties including BOCWW@1% shall be made from each bill. However 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. **(*Applicable for Contracts of the value of Rs. Fifty (50) lacs and above)*** **(II)**The purchaser shall deduct @ 10 % or any equivalent amount from each R/A-Final Bill as security deposit till the total deduction becomes 10 % of the final contract price including initial security deposit. Statutory deductions for all taxes and duties including BOCWW@1% shall be made from each bill **(*Applicable for Contracts of the value below Rs. Fifty (50) lacs*).**
4	GCC.10.2.1	The progressive payments shall be made each month provided the gross value of the Works and services during the period is not less than 20% of the contract price or as decided by the controlling officer.
5	GCC.10.2.2	The Paying Authority shall be Asst. Manager (F & A), Barasat Area Office.

6	GCC.11	**Security Deposit:** **(I)**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. **(*Applicable for Contracts of the value of Rs. Fifty (50) lacs and above)*** **(II)**The purchaser shall deduct @ 10 % **or any equivalent amount** from each R/A-Final Bill as security deposit till the total deduction becomes **10 %** of the final contract price including initial security deposit. Statutory deductions for all taxes and duties including BOCWW@1% shall be made from each bill **(*Applicable for Contracts of the value below Rs. Fifty (50) lacs*).**
7	GCC.14	The Controlling Officer will be S.E. & Area Manager, Barasat Area Office
8	GCC.26.2	The Defects Liability period will be 6 (Six) months from the date of completion of the work.

Section V – TECHNICAL SPECIFICATIONS

As regards specification of constructional materials, execution of work and the mode of measurement, technical specification pertaining to the instant contract, the relevant PWD (Building), (Sanitary & plumbing) & PW (Roads) SOR shall be applicable.

In case specification is not available in the PWD/ PW (Roads) SOR, as above, the appropriate Indian / International Standards shall be followed.