VENDOR ENLISTMENT DOCUMENT

(Notification No. 01/2025-26 Dt:10.02.2026)

Last date of submitting Application:
05-03-2026 at 03:00 PM

WBSETCL

Register Address

Office of the Chief Engineer, (O&M) – II, Bidyut Bhavan, Block – DJ, Sector – II, Salt Lake City, Kolkata – 700091.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LTD

(A Govt. of West Bengal Enterprise)
CIN: U40101WB2007SGC113474
OFFICE OF THE CHIEF ENGINEER (O& M) – II
VIDYUT BHAWAN:10th FLOOR: D BLOCK,
SALT LAKE CITY, SECTOR-II, KOLKATA: - 700091
Website: http://www.wbsetcl.in

VENDOR ENLISTMENT NOTIFICATION

WBSETCL, Vidyut Bhawan, Saltlake invites applications from the interested vendors for Enlistment under **Bi-annual Rate Contract for Execution of Various Civil Works at Different EHV Substation of WBSETCL within the West Bengal**.

The categories are as follows:

1. **Enlistment Category A:** Applicable for execution of various civil works at different EHV substation of WBSETCL within switch yard. (Details scope of work are furnished in term & condition)

2. **Enlistment Category B:** Applicable for execution of tit-bit work urgently required at different EHV substation of WBSETCL within substation but other than switchyard area. (Details scope of work are furnished in term & condition)

Application form ,terms & conditions and other documents are available at WBSETCL, Vidyut Bhawan, Saltlake website **www.wbsetcl.in**

Applicable Bid security of amounting **Rs. 12,700=00 (Rupees Twelve Thousand Seven Hundred only) for Enlistment Category A and Rs. 720=00 (Rupees Seven Hundred and Twenty only)** to be submitted by **Demand Draft/Pay Order/Banker's Cheque** drawn in favor of **"WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED"** from any scheduled bank payable at Kolkata.
Application can be downloaded from the website <http://www.wbsetcl.in>.

Notification No. 01/2025-26 Dt:10.02.2026 **Chief Engineer(O&M-II)**

Enlistment of Vendors at WBSETCL, Vidyut Bhawan, Saltlake

1. Qualifying Requirements for New Vendor (Except existing Enlisted vendor)

Application is invited in prescribed format for Enlistment of vendors should have the past experience of executing works and services

<table>
<tr><th colspan="2">FOR ENLISTMENT CATEGORY A:</th></tr>
<tr><th colspan="2">EXECUTION OF VARIOUS CIVIL WORKS AT DIFFERENT EHV SUBSTATION OF WBSETCL WITHIN SWITCH YARD</th></tr>
<tr><th>FINANCIAL</th><th>TECHNICAL</th></tr>
<tr><td>• Affidavit regarding eligibility by Notary (As per enclosed format).
• Power of Attorney in favour of signatory of the Applicant (As per enclosed format).
• Trade License
• GSTIN No. & Registration details
• PAN No. (Photocopy of PAN card)
• P.F. Registration Certificate
• E.S.I. Registration Certificate
• Copies of Audited Annual Accounts Statements (in case of companies) OR IT Return acknowledgment by tax department for last 05 (Five) financial years (in case of bidders other than companies)
• Annual Turnover for the best three years out of the last five financial years which the audited accounts are available should not be less than Rs. 9.48 Lakhs.
• Net Worth should be positive.
• Bidder should have liquid assets (L.A) i.e. Rs 1.58 lac and/or evidence of access to or availability of credit facilities of equivalent amount.</td><td>The bidder should have the past experience of executing works and services within running EHV sub-station for Construction of foundation of 33KV or 132KV or 220KV or 400KV switchyard equipment structures/ Construction of 33KV or 132KV or higher voltage class AIS bays/ Construction of foundation of Transmission Line Tower/ Any construction work within the switchyard of value not less than Rs. 6.40 lakh excluding taxes in the preceding 7(Seven) financial years under Central/State Government, or reputed power utilities of PSUs. (Please enclose copies attested by ordering authority/performance certificate).

➢ Copies of Completion certificates in support of the above execution orders to judge the capability of the firms/agencies.</td></tr>
<tr><th colspan="2">FOR ENLISTMENT CATEGORY B:</th></tr>
<tr><th colspan="2">EXECUTION OF TIT-BIT WORK URGENTLY REQUIRED AT DIFFERENT EHV SUBSTATION OF WBSETCL WITHIN SUB STATION BUT OTHER THAN SWITCHYARD AREA</th></tr>
<tr><th>FINANCIAL</th><th>TECHNICAL</th></tr>
<tr><td>• Affidavit regarding eligibility by Notary (As per enclosed format).
• Power of Attorney in favour of signatory of the Applicant (As per enclosed format).
• Trade License
• GSTIN No. & Registration details
• PAN No. (Photocopy of PAN card)
• P.F. Registration Certificate
• E.S.I. Registration Certificate
• Copies of Audited Annual Accounts Statements(in case of companies) OR IT</td><td>The bidder should have the past experience of executing works and services of similar nature such as Construction/Repair/Maintenance of Residential or Commercial Building etc. of value not less than Rs. 0.40 lakh excluding taxes in the preceding 7(Seven) financial years under Central/State Government, or reputed power utilities of PSUs.</td></tr>
</table>

Return acknowledgment by tax department for last 05 (Five) financial years (in case of bidders other than companies • **Annual Turnover** for the best three years out of the last five financial years **which the audited accounts are available should not be less than Rs.53,650=00** • Net Worth should be positive. • Bidder should have liquid assets (L.A) i.e. **Rs 8,940=00** and/or evidence of access to or availability of credit facilities of equivalent amount.	➢ Copies of completion certificates in support of the above execution orders to judge the capability of the firms/agencies.

The aforesaid QR shall be applicable only for enlistment of new vendors through notification. No QR verification shall be carried out for already enlisted vendors

2. BID SECUTITY:

I. **Enlistment Category A:**

The bidder shall furnish bid security of amounting **Rs. 12,700=00 (Rupees Twelve Thousand Seven Hundred only)** in the form of Demand Draft/Pay Order/Banker's Cheque drawn in favor of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" from any scheduled bank payable at Kolkata to be submitted physically at the office the Chief Engineer: (O&M) - II, D- Block, 10th Floor, WBSETCL, Bidyut Bhawan on or before **05.03.2026 up to 03.00 P.M.**

II. **Enlistment Category B**

The bidder shall furnish bid security of amounting Rs. 720=00 (Rupees Seven Hundred and Twenty only) in the form of Demand Draft/Pay Order/Banker's Cheque drawn in favor of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" from any scheduled bank payable at Kolkata to be submitted physically at the office the Chief Engineer: (O&M) - II, D- Block, 10th Floor, WBSETCL, Bidyut Bhawan on or before 05.03.2026 up to 03.00 P.M.

Bid security of the enlisted vendors will be refunded on submission of Contract Performance Guarantee (CPG) in form of Demand Draft/Pay Order/Banker's Cheque. No interest shall be payable on this account.

Any bid not accompanied with the bid security in adequate value required as per the notification will be rejected by the Purchaser and returned to the bidder with in thirty (30) days of the bid opening date.

3. Duly filled-in hard copy of application form in original along with (a) **EMD/Bid Security (b) Affidavit regarding Eligibility (duly notarized), (c) Power of attorney in favor of signatory of the Bid (Except Proprietor), (d) Bid form** should be deposited on or before **05.03.2026 up to 03.00 P.M** super-scribing on top of the envelop

"Application for Enlistment of Civil Rate Contract under Category A or B or A&B" (Strike out which is not applicable) at the address mentioned below.

Office of Chief Engineer: (O&M) - II, D- Block, 10th Floor, WBSETCL, Bidyut Bhawan, Block – DJ, Sector – II, Salt Lake City, Kolkata – 700091

4. Any bids without supported by the proper original documents as stated above shall not be accepted.

5. Submitted documents shall not automatically construe that the vendor fulfilled the qualifying requirements which shall be determined during evaluation based on data/documents submitted by the vendor.

6. In addition to above, the bidder shall also be required to meet the eligibility conditions and submit a declaration as per Annexure of the enclose documents.

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

8. W.B.S.E.T.C.L Authority reserves the right to accept or reject any or all of the Applications for Enlistment without assigning any reason whatsoever and in such case no vendor shall have any claim arising out of such action.

1.0 Address for seeking any clarifications on the bid documents:

Chief Engineer, (O&M) – II
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
Vidyut Bhaban, 10th Floor (D Block), Salt Lake City, Kolkata – 700 091.
Fax: 91-33-2359-1901
Telephone : 91-33-2359-1901
Mail: cecontcl@gmail.com

Chief Engineer (O&M-II)
W.B.S.E.T.C.L

APPLICATION FORM

Applicant should study carefully the Rules of Enlistment and the list of documents to be annexed with application form before filling the form. Applications found deficient in any respect are liable to be rejected without any further correspondence.

CATEGORY (please put a √ mark in the appropriate category)			A B
1	Name of the Applicant & Firm/Company	:	
2	Nationality	:	
3	Address	:	
4	a) Regd. Office	:	
	b) Head Office	:	
5	a) Telephone no.		
	b) Mobile no.	:	
6	Fax no.	:	
7	e-mail address	:	
8	Constitution	:	Individual / Partnership Firm / Private Ltd. Company / Sole proprietorship Concern / Public Ltd. Company
9	If Partnership firm, names of the Partner(s)	:	
10	a) Relationship of applicant with the firm	:	
	b) Litigation History		

	e) Whether the applicant is having business banned / suspended by any Government department in the past?	:	Yes / No (If yes, give details)
	f) Whether the firm has any manufacturing unit of their own?	:	Yes / No (If yes, give a list of plant and machineries in a separate sheet).
	g) Whether the applicant is convicted by a court of law?	:	Yes / No (If yes, give details in separate sheet)
	h) Whether the affairs of the firm are being administered by a court or a judicial officer?	:	Yes / No (If yes, give details in separate sheet)
	i) Whether business activities of the firm have been suspended and they are subject to legal proceedings?	:	Yes / No (If yes, give details in separate sheet)

	j) Whether the firm has GST Registration?	:	Yes / No (If yes, please enclose GST Clearance Certificate)
	k) Whether the firm has PAN Card?	:	Yes / No (If yes, photocopy of PAN Card should be attached)
	l) Whether the firm has IT Clearance?	:	Yes / No (If yes, photocopy of IT Clearance should be attached)
	m) Whether the firm has Trade License	:	Yes / No (If yes, photocopy of PAN Card should be attached)
	n) Whether the firm has Professional Tax Clearance?	:	Yes / No (If yes, attach P. Tax Clearance Certificate)
	o) Whether the firm has EPF Registration?	:	Yes / No (If yes, attach supporting documents).
	p) Whether the firm has ESI Registration?	:	Yes / No (If yes, attach supporting documents).
	q) Whether the firm has disqualified pursuant to administrative suspension or disbursement by any Dept.?	:	Yes / No (If yes, give details).
11	Name of Bankers with full address with nature of Account of Account number	:	
12	Place of business	:	
13	Whether already enlisted under WBSETCL	:	Yes / No (If yes, give copy in support of the statement)

I/ we certify that the information given above is true the best of our knowledge. I/we also understand that if any of the information is found wrong, I am liable to be debarred.

(S*trike out whichever is not applicable*)

Signature(s) of applicants(s) with seal

Name Signature Address Seal

TERMS AND CONDITIONS:

1. **SCOPE OF WORK :**

- For Enlistment Category - A

A. Construction of foundations of various 132/66/33/11KV switchyard structures, transformers up to 50 MVA, electro-mechanical equipments with supplying, fitting & fixing of foundation bolts, Rail from approved source of WBSETCL.

B. Associated works that may be required for successful completion of the stated works such as:-

I. Extension of Cable trench (R.C.C. and brick) with trench cover and fixing of M.S angles, flats and departmentally supplied cable trays if required

II. Extension of Switchyard fencing, R.C.C. roads, pathways etc.

III. Fire protection wall.

IV. Restoration of existing boundary wall/compound wall;

V. Dismantling/ partial dismantling of existing structures RCC/Steel/PCC/Masonary/ fencing etc. with removal of spoils and handing over of serviceable materials to WBSETCL;

VI. Land development work, surface dressing, levelling work. (Prior approval is required from Engineering department for land development work with record of pre & post level data);

VII. Picking up of existing gravels/crushed stone and stacking the same at a convenient location for future use;

VIII. Relaying of recovered gravels/crushed stone after washing, cleaning;

IX. Supplying & laying of 100 mm thick Crushed stone/gravel (40mm size);

X. Laying of 75 mm thick mix of cement, sand and graded jhama khoa (30mm size) in (1:5:10) proportion;

XI. Sanitary & plumbing restoration.

- For Enlistment Category - B

A. Tit-bit civil work urgently required within substation but other than switchyard area.

2. **RIGHT OF WAY & APPROACH ROAD:**

All existing public roads shall be available for use of the vendor. Wherever required, construction of temporary road will have to be constructed by the vendor at his own cost.
All costs for construction of these roads and payment towards royalty or rental charges, compensation etc., if any, shall be borne by the vendor in respect of approach roads.

3. **STATUTORY PERMISSIONS:**

The vendor will have to make his own arrangements for obtaining PWD Road Permit, RTO/ NHAI/ SH Permissions for ODC or any other permission from local/other authorities of WB State Government or Central Govt. which may be required & felt appropriate for movement of Trailers/ Trucks/ Mini-Trucks in WB State and for the transport of ODC. If required, WBSETCL will extend all possible assistance to the vendor by way of writing recommendation, letter for issuance of such permission to the various authorities but without any commitment and without prejudice to the other terms and conditions of the contract. The transportation inside Railway premises, PWD or local authorities' roads will have to be done within their permit period (night or day time) & wherever necessary reinforcement of small bridges/ culverts coming on the way while transporting will have to be arranged by the vendor at his own cost.

4. **COMPENSATION FOR LOSS & DAMAGE OF EQUIPMENTS/MATERIALS:**

The vendor will be held responsible for any loss, damages, shortages, breakages, detoriations caused to the Power Transformers/EHV equipment & materials or its accessories while in his custody during transit, loading, unloading, dragging, stacking etc & will be liable to pay the amount of loss to be determined by joint inspection by the representative of stores and/or technical personnels for WBSETCL & his authorized representative. In the event of the failure to turn up within 15 days from the date of issuance of our letter regarding shortages/ damages, etc the company will assess the extent of loss without further reference to the vendor & the same will be binding upon him.
The vendor shall be responsible for any accident or damage to private, public properties etc. during any of activity for execution of above job.

5. **DETENTION CHARGES:**

No detention charges will be paid by WBSETCL. It will be the sole responsibility of the vendor to load, unload, count & properly stack the materials as per instruction of the Engineer-in-charge. No Extra charge will be paid to contractor for Ideal labour.

6. **Procedure of Evaluation of bids**

The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects **(for New vendors)/documentation (existing vendor)** are in accordance with the requirements set forth in the notification. Documents submitted by vendors with any technical or commercial deviations shall be liable to be rejected.

The Purchaser will determine to its satisfaction whether the selected vendors has submitted the all the required documents and is qualified in terms of the qualifying requirements stipulated in notification and has the adequate capacity and capability to execute the Contract.

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

The departmental evaluated rate shall be kept within a band of (-5%) to (+10%) on PWD(SOR) for Building works w.e.f. 1st November, 2017, Sanitary & Plumbing works w.e.f. 1st November, 2017 and PWD(SOR) for Road & Bridge works w.e.f. 30th August, 2018 and subsequent addenda & corrigenda as on the date of notification, for both Category 'A' and Category 'B' enlistments. The final list will comprise only those vendors who accept the final evaluated rate as determined by WBSETCL

7. **CONTRACT PERIOD:**

This Bi-annual rate contract will be remained valid for a period of minimum **02 (Two) year from the placement of Enlistment order or till issuance of next order for the said Rate Contract whichever is later** and **applicable %age of rate as fixed by WBSETC**L **w.r.t WBPWD (SOR) for Building works w.e.f. 1st November, 2017, Sanitary & Plumbing works w.e.f. 1st November, 2017 and PWD(SOR) for Road & Bridge works w.e.f. 30th August, 2018 and subsequent addenda & corrigenda as applicable as on 05.03.2026** along Terms & Conditions will be remain unaltered during this contract period. Any change in Terms & Conditions of contract if found to be necessary, that will be done mutually between WBSETCL & enlisted contractors.

8. **CONTRACT PERFORMANCE GUARANTEE (CPG) :**

The enlisted vendors shall have to furnish **CPG amounting to Rs 30,000=00 (Rupees Thirty Thousand Only) (Applicable for Enlistment Category: A) or Rs 15,000=00 (Rupees Fifteen Thousand Only) (Applicable for Enlistment Category: B)** as applicable depending on category of enlistment within 30 days of issuance of enlistment order failing which the vendor's enlistment should be cancelled. The CPG of the enlisted vendors shall be retained for the entire period of validity of the rate contract or its extension thereof.

The Vendor may furnish the CPG in shape of Demand Draft/Pay order/Banker's cheque drawn in favor of ***"WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED***" from any scheduled commercial Bank & payable at Kolkata. WBSETCL shall not pay any interest on the CPG. In case of non-fulfillment of contractual obligations by the vendor the CPG shall be forfeited.

9. **MODE OF PAYMENT:**

a. 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.
b. 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.
c. 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.
d. 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.
e. 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.

10. **Liquidated Damages**

The penalty shall be imposed **a sum of one-fourteenth percent (1/14th %) of the contract value of works for each calendar day of delay in cases where Works and services are required to be handed over in full as per the scheduled completion time**.

If the vendor fails to execute the contract on simultaneous 3 (Three) calls from any **Area Office/Zone office** without showing any genuine reasons like engagement to other jobs of WBSETCL in other work site or of similar nature, the total CPG and security deposit will be forfeited with 15 days' notice and his enlistment will be cancelled.

11. **VENDOR PERFORMANCE RATING (V.P.R.) :**

Execution performance of each enlisted vendor will be assessed at this end on the basis of the formulated parameters as enclosed in Annexure – IV for compilation of which necessary feedbacks should be sent to this end from all the relevant site officials under jurisdiction of

whom the work is being executed by a particular enlisted vendor.

V.P.R. will be reviewed every 1(One) year from the date of issuance of this Enlistment Order for compilation of which necessary feedbacks should be sent to this end as per enclosed Annexure – III from all the relevant site officials under jurisdiction of whom the work is being executed by a particular enlisted vendor.

Following table depicts the categorization of V.P.R. based on the formulated Parameters: -

SL. NO.	V.P.R. GRADATION	LAB OF AVERAGE MARKS OBTAINED	REMARKS
1.	A	91-100	Vendor can be considered as 1st level preferred Enlisted vendor
2.	B	76-90	Vendor can be considered as 2nd level preferred Enlisted vendor
3.	C	61-75	Enlisted Vendor to be informed about deficiency for immediate corrective & preventive action
4.	D	60 & below	listed Vendor to be put on hold & sent for Holiday Listing without assignment of any further job

12. **HOLIDAY LISTING :**

If Gradation of V.P.R. of any enlisted vendor is found to be in Category – "D" , then the same enlisted vendor will be sent for "HOLIDAY LISTING" for a minimum period of 1 (One) year & prohibited to participate in further works for the same period.

If any vendor is sent for Holiday Listing from this end, the same will be duly intimated to all the relevant site officials.

Under no circumstances, any work/job should be allocated /assigned to any vendor who has been sent for "HOLIDAY LISTING".

13. **CONTROLLING OFFICER:**

The S.E.(E) & Area Manager of the concerned Area Offices receiving the consignment will be the controlling officer of the work who will arrange to effect payment against the ordered work.

14. **SITE-IN-CHARGE :**

The concerned D.E./A.E. receiving the consignment will be the site-in-charge. The controlling officer may however nominate any other officer as the site-in-charge.

15. **PAYING OFFICER :**

The Manager/AM (F&A)/ Jr. Executive (F&A) attached to the concerned Area Offices receiving the consignment will be the paying officer.

16. **FORCE MAJEURE:**

The vendor shall not be liable to any penalty if he is prevented from carrying out any of his obligations by reasons of acts of god, war, invasion, cyclone, fire, floods, epidemics, strikes, acts of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods, Govt. orders or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier provided that the vendor shall within 10 days from the beginning of such delay notify WBSETCL in writing of the cause of delay with proper documents/proofs. WBSETCL shall verify the facts & grant such extension if justified.

17. **EXTENSION OF COMPLETION TIME:**

In the event of force majeure conditions, the vendor shall within 10 days from the beginning of such delay notify WBSETCL in writing of the cause of delay with proper documents/proofs. WBSETCL on receipt of such notice/prayer may agree to extend the scheduled completion time if found justified but without prejudice to other terms & conditions of this contract.

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

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

GCC.1.22. "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! R eference 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 three 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 one-fourteenth percent ($1/14^{th}$ %) of the contract value of works for each calendar day 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 e 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 Chief Engineer Transmission (O & M-II)
3	GCC.10.1	The terms of payments are as under: (I)The purchaser shall deduct @ 10 % or any equivalent amount from each R/A-Final Bill as security deposit till the total deduction becomes ten percentage (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
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) / Jr. Executive (F&A) of the concerned Area Office.
6	GCC.11	Security Deposit: (I)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
7	GCC.14	The Controlling Officer will be S.E. & Area Manager of Respective Area office
8	GCC.19.2.1	NOT APPLICABLE
9	GCC.19.2.2	NOT APPLICABLE
10	GCC.19.3.5	NOT APPLICABLE
11	GCC.19.3.7	NOT APPLICABLE
12	GCC.26.2	The Defects Liability period will be 6 (Six) months from the date of completion of the work.

ANNEXURE

1. Bid Form

To,
…….. [WBSETCL address]…….

Sub: Documents for…….. against Notification no. ……

Dear Sirs,
We, the undersigned bidder, having read and examined in detail the specifications and the terms and conditions in the bidding documents do hereby submit our documents for the subject notification as per the following details.
We confirm that the Works and services will be completed as per the schedule of completion specified in the **LOA/LOI.**
If our documents are accepted, we agree to provide contract performance guarantee in form of Demand Draft/Pay Order/Banker's Cheque of an amount equal to Rs. 30,000=00 for Enlistment category A and Rs. 15,000=00 for Enlistment category B by way of adjustment of the submitted bid security, as per the General Conditions of Contract.

1.	Name of bidder Office Address Tel.No.: Fax No.: E-mail: Factory Address Tel.No.: Fax No.: E-mail:	
2.	Address of bidder's Kolkata Office Name: Designation: Address:	

	Tel.No.: Fax No.: E-mail:	
3.	(i) Goods & Service Tax (G.S.T.) No. (a copy of certificate of registration to be enclosed)	
4.	TAN No.: (a copy of certificate to be enclosed) PAN No: (a copy of certificate to be enclosed)	
7.	Particulars of Bid Security submitted	Bank draft/Banker's cheque/Pay Order Number: Amount: Issued by:
8.	E.P.F/E.S.I number: (a copy of certificate of registration should be enclosed)	

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

a. Bid Form
b. Bid Security
c. A Power of Attorney

d. Details and documentary evidence to establish that the bidder meets the qualification requirements
e. A declaration affirming eligibility

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

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

[Applicable for companies and partnership firms]
(To be executed on non-judicial stamp paper of appropriate value)

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

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

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

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

…….
EXECUTANT
Designation..……...
Name of Company……

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

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

Office Seal……

4. Qualification Criteria

NIT No:
Bidder's Name and address

To
WBSETCL address

Dear Sirs,

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

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

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

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of self attestedLoAs, completion certificates, agreements etc. supporting the details/dataprovided in Annexure - 4A and4B.

Annexure-4A: Details for meeting financial qualification requirement

Notification No:
Bidder's Name and address

To
WBSETCL address

Dear Sirs,

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

S No		
1.	Annual Turnover Financial Year (Note: The financial year should be any one out of the preceding three (3) financial years as on the date of bid opening)	Rs. Lakhs …….
2.	Net Worth as at the end of the financial year immediately preceding the date of bid opening	NOT APPLICABLE
3.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return duly acknowledged by the tax department] for the above mentioned financial years	Yes/No
4.	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business. [Enclose Memorandum of Association and Articles of Association of the Company and certificate of incorporation]	Yes/No

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Annexure - 4B: Details for meeting technical qualification requirement

Notification No:
Bidder's Name & Address:

To
WBSETCL Address

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

List of similar Works and services executed in last five (5)* years:

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

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

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

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

5. Declaration regarding eligibility

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

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

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

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

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the bidderhas not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India. I declare that the particulars furnished above are true and correct to the nest of my knowledge and belief and nothing in material have been concealed or misrepresented.

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

6. Contract Agreement

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

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

BETWEEN

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

and

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

(OR)

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

(OR)

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

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

AND WHEREAS the Contractor had participated in the above referred bidding vide their bid proposal no. …….. dated …….. including its amendments, if any and Purchaser after examining the said bid accepted their aforesaid bid and awarded the

Contract to the Contractor on terms and conditions more specifically contained in its Letter of Award No. …….. and the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluded contract, hereinafter called the "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. AWARD OF CONTRACT

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

2. CONTRACT DOCUMENTS

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

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

3. CONDITIONS & COVENANTS

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

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

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

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

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

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

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

6. Governing Laws

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

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

Signed by for and on behalf of the Purchaser

……
[Signature]

……
[Title]

In the presence of

…… (Signature, Name and Title)

Signed by for and on behalf of the Contractor

……
[Signature]

……
[Title]

In the presence of

…… (Signature, Name and Title)

West Bengal State Electricity Transmission Company Limited
(A Govt. of West Bengal Enterprise)

Office of the Chief Engineer: (O&M)-II
10th floor, 'D'- Block, VidyutBhavan, Salt Lake, Kolkata- 700091

Notification No. 01/2025-26 Dt: 10.02.2025

Consent Form
(Applicable for Existing Vendor)

I,…… ……..as existing enlisted vendor under enlistment category A/B/A&B (Strike out whichever is/are not applicable).

I, do hereby declare that, I agree to execute the work as per notification under Enlistment category : A / B / Both A & B (Strike out whichever is/are not applicable).

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

1. Duly filled up consent form should have to be submitted along with necessary original documents viz. a) EMD/Bid Security; b) Affidavit regarding Eligibility (duly notarized) c) Power of attorney in favor of signatory of the Bid (Except Proprietor), (d) Application form and e) Bid form physically under sealed cover at the Office of the Chief Engineer (O&M)-II **on or before 05.03.2026 up to 03:00 PM.**

Documents of shall be evaluated on the basis of this Consent Form.

West Bengal State Electricity Transmission Company Limited
(A Govt. of West Bengal Enterprise)

Office of the Chief Engineer: (O&M)-II
10th floor, 'D'- Block, VidyutBhavan, Salt Lake, Kolkata- 700091

Notification No. 01/2025-26 Dt: 10.02.2026

Consent Form
(Applicable for New Vendor)

I, do hereby declare that, I agree to execute the work as per notification under Enlistment category : A / B / Both A & B (Strike out whichever is/are not applicable).

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

1. Duly filled up consent form should have to be submitted along with necessary original documents viz. a) EMD/Bid Security; b) Affidavit regarding Eligibility (duly notarized) c) Power of attorney in favor of signatory of the Bid (Except Proprietor), (d) Application form and e) Bid form physically under sealed cover at the Office of the Chief Engineer (O&M)-II **on or before 05.03.2026 up to 03:00 PM.**

Documents of shall be evaluated on the basis of this Consent Form.

Annexure-III

Name of Vendor:

Name of Area Office:

SL. NO.	CRITERIA	MAX. MARKS.	GIVEN MARKS OF SITE IN CHRAGE	GIVEN MARKS OF CONTROLLING OFFICER	GIVEN MARKS OF ADDL. C.E.
1	QUALITY OF WORK	15			
2	TIMELY COMPLETION	15			
3	FINANCIAL STATUES & SOLVENCY	15			
4	SUPERVISOR COMPETENCE	15			
5	MAINTAING SAFTEY NORMS INCLUDING USE OF PPES	15			
6	COMPLIANCES OF STATUTORY NORMS LIKE P.F,E.S.I,LABOUR LICENSE ETC.	15			
7	KEEPING COMMITMENT	10			
8	TOTAL	100			

Signature of Site In Charge **Signature of Controlling Officer** **Signature of Addl. CE**