



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

Office of the Chief Engineer (Procurement & Contracts)

Vidyut Bhavan (4th Floor), Bidhannagar, Block-DJ : Sector-II : Kolkata-700 091

Phone No. 033-2359-8397 : Fax No. 033-2359-1921

Circular

: No. : 1

Date : 08.04.2013

Sub : Amendment to General Conditions of Contract

The clause nos. 1, 3, 7, 11 and 13 of the General Conditions of Contract for Supply and Delivery of Equipment / Materials are, hereby, amended as stated below. In the Tender Documents the amended clauses of the General Conditions of Contract shall, henceforth, be included.

Clause No. 1

(Under Cover-III)

Revision/withdrawal of price bid after opening of Techno-commercial bid will not be entertained until and unless it is sought for by the purchaser. Revision/withdrawal of price bid by the bidder after opening of Techno-commercial bid will attract cancellation of submitted bid with forfeiture of EMD.

In case Revision/modification is asked by the Purchaser authority, the mode of communication too should strictly be followed by the bidder as specified in writing by the purchaser.

Clause No. 3

SECURITY DEPOSIT

The security deposit in two parts of 2.5% each upon the Ordered value, should be furnished within a period of 30 days from the date of issue of the order to the paying officer under intimation to Chief Engineer, P&CD.

Thereafter one part will remain valid upto 3(three) months from the date of completion of supply and other part will remain valid upto a period of 19 (nineteen) months in general, except Energy Meters, and 67 (sixty seven) months in case of all types of Energy Meters. For equipments & cables, 61 (sixty one) months in case of Equipments & all types of HT cable & LT Aerial Bunch Cable from the date of completion of supply.

It may be in the form of Bank Guarantee issued by any schedule Bank of India duly approved by Reserve Bank of India in this regard, in which event it would be open to WBSEDCL or its designated Officer to prefer the claim for invocation/encashment of the concerned Bank Guarantee within 6 months from the expiry of the period of such guarantee. Accordingly, there should be a claim period of 6 (six) months in each of the Bank Guarantees from the date of expiry of the validity. The B.Gs are to be extended/revalidated by the supplier to maintain the above time schedule of 3 (three) months & 19 (nineteen) months in general except Energy Meters, Equipments & all types of HT cable & LT AB Cable, 67 (sixty seven) months in case of all types of Energy Meters, and 61(sixty one) months for Equipments & all types of HT cable & LT Aerial Bunch Cable, for delay in physical delivery due to any reason whatsoever.

The Bank Guarantee should be executed in line with enclosed Proforma and on non-judicial stamp paper of Rs.100/=. The Security Deposit is liable to be forfeited in case of non-compliance of order or failure to complete the order. Order is liable to be cancelled for non-submission of Security Deposit in time with forfeiture of earnest money. No claim shall be made against WBSEDCL in respect of interest on Security Deposit.

Bank Draft/Pay Order for an amount equivalent to 5% of the ordered value will also be accepted in place of Bank Guarantee.

Clause No. 7

GUARANTEE

a) IN GENERAL EXCEPT ENERGY METER AND EQUIPMENT & CABLE

In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of 12 (twelve) months of commissioning or 18 (eighteen) months from the date of last despatch of any integral part of the equipment/materials whichever is earlier the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser.

If the supplier fail to do so within a reasonable time, WBSEDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

b) FOR EQUIPMENT, ALL TYPE OF HT CABLE & LT AB CABLE

In the event of any defect in the equipment/cable arising out of faulty design, materials, workmanship within a period of 5 (five) years from the date of last despatch of any integral part of the equipment/cable, the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser.

If the supplier fails to do so within one month of receipt of intimation, WBSEDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

c) FOR ENERGY METER

The meters and Meter Box shall be guaranteed against defects arising out of faulty design, materials and workmanship for a period of 5 ½ years from the date of supply. The meters found defective within the above guarantee period should be replaced by the supplier free of cost within one month of receipt of intimation. Collection point of defective meters and supply point of new meters shall be intimated by Distribution Testing department. If the defective meters are not replaced within the above specified period, WBSEDCL will recover twice the cost of meters from the supplier.

Name Plate of the meter is to be marked with "Guarantee of the Meter: 5 ½ Years from the date of Supply".

SECURITY DEPOSIT CLAUSE SHALL BE IN LINE WITH GUARANTEE CLAUSE.

Clause No. 11

DELIVERY

a) Commencement period with firm quantity in the delivery schedule shall have to be mentioned and thereafter monthly/quarterly delivery schedule within WBSEDCL delivery Period should be specifically mentioned in the "Schedule of Bids" (ANNEXURE-II).

b) The date of receipt of offer for inspection of the materials/ equipment along with works test certificate will be treated as the date of delivery of that particular lot provided the materials pass in inspection and testing. Delay in offer beyond the delivery schedule to be incorporated in the order shall attract imposition of L.D. as per L.D. Clause. The materials should reach the destination store within

- i) 21 working days from the date of issue of the Despatch Instruction for the manufacturer located outside state.
- ii) 10 working days from the date of issue of the Despatch Instruction for the manufacturer located within West Bengal.

Otherwise L.D. will be levied as per L.D. Clause.

Delay beyond the date of delivery as per schedule of Purchase order shall attract imposition of L.D. as per L.D. Clause.

Clause No. 13

LIQUIDATED DAMAGE FOR DELAY IN DELIVERY

The time of delivery (successful offer for inspection) of the equipment/materials are to be treated as an essence of the contract and the WBSEDCL reserves the right to repudiate the contract, if the equipment / materials are not offered for inspection within scheduled delivery period and physically delivered within stipulated period as per physical delivery clause. But Material Controller may at his discretion waive this condition and accept the material with imposition of liquidated damage @ 1/2% of the value of the materials of the particular lot offered and/or delivered beyond the schedule delivery period for each week of delay or part thereof upto 10 (ten) weeks and @ 1% of the value per week beyond 10 weeks subject to maximum of 10% of the particular lot and accept the goods beyond the stipulated period. Liquidated damage, if any, involved, shall be recovered from the outstanding bills/ Bank Guarantee.

This has reference to the resolution adopted in the 41st Meeting of the Board of Directors of the Company held on 18.03.2013 against Item No. 24.

Sd/

(B. K. Santra)

Chief Engineer (Procurement & Contracts)

Memo. No. P&C/Estb/Circular/

Date : 08.04.2013

Copy to:

1. The Executive Director (Distribution), WBSEDCL.
2. The Executive Director (RE), WBSEDCL.
3. The Chief Engineer (Distribution)/(RE) / (Distribution Planning) / (Distribution Projects) / Distribution Testing Department, WBSEDCL.
4. The General Manager (F&A), WBSEDCL.
5. The Addl. Chief Engineer - I / II / III, P&C Department.
6. The Addl. General Manager (F&A), P&C Department.
7. The Superintending Engineer, Monitoring / Stores / Inspection / P-II, P&C Department.
5. P. S. to Chairman and Managing Director / Director (Generation) / Director (Finance), WBSEDCL.

Chief Engineer (Procurement & Contracts)