



# West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block-DJ, Sector-II, Kolkata-700 091

CIN: U40109WB2007SGC113473, website: www.wbsedcl.in

Office Order No: 2515

Dated- 08 - 09 - 2025

Sub: Amendment of Clause No. 1 '*Security Deposit*', Clause No. 2 '*Terms of Payment*', Clause No. 5 '*Guarantee*', Clause No. 10 '*Submission of Challan & GST Documents*', Clause No. 18 '*GST*', Clause No. 20 '*Issue & Submission of E-Way Bill*', Clause No. 22 '*Submission of Drawing*', and inclusion of '*Limitation of Liability*' as new Clause No. 24 in the General Conditions of Contract (GCC).

In order to improve operational efficiency and mitigate potential litigation in view of the changed circumstances, amendments to various clauses and inclusion of one new clause in the General Conditions of Contract (GCC), applicable for Supply and Delivery of Equipment/Materials of centralized items of WBSEDCL, are as follows:-

## Clause No. 1) 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 Purchase Order to the Paying Authority under intimation to Chief Engineer, P&CD.

Security Deposit 1<sup>st</sup> part will remain valid upto 3(three) months from the date of completion of supply and Security Deposit 2<sup>nd</sup> Part will remain valid up to a period of:

- i) 19 (Nineteen) months in general except Energy Meters, Equipment & all types of HT cable & LT AB Cable from the date of completion of supply,
- ii) 67 (Sixty Seven) months in case of all types of Energy Meters from the date of completion of supply,
- iii) 61 (Sixty One) months for Equipment & all types of HT cable & LT Aerial Bunch Cable from the date of completion of supply.
- iv) 121 (One Hundred Twenty One) months for Dry Type Transformers from the date of completion of supply.

In addition to the Security Deposit as mentioned above,

- a) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order,

- b) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order,

Security Deposit a) & b) above shall remain valid upto the time of completion of supply of materials.

Security Deposit may be in the form of Bank Guarantee issued by any scheduled 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 an additional 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 maintaining the above claim period 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 Purchase Order or failure to complete the Purchase Order. Purchase 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 instead of Bank Guarantee.

**Clause No. 2) TERMS OF PAYMENT:**

100% payment inclusive of Price Variation bill, along with 100% GST will be made within 45 (forty five) days in case of MSME Vendors (Micro & Small Enterprise only) and for others, within 60 days from the date of submission of bill (complete in all respect) against following documents -

- a) Original receipted Challan and signed Store Receipt Voucher (SRV) by Superintending Engineer/Asstt. Manager/Jr. Manager (Stores)/Jr. Engineer (Grade-I)/ Store-in-Charge attached to the respective stores
- b) Guarantee Certificate (in original)
- c) Copy of Transit Insurance
- d) Successful Store-testing report, if done after delivery of the items at different site stores, signed by the concerned Testing Engineers

e) Copy of Current MSME status of MSME vendors

The payment shall only be made against valid Security Deposit.

In case of any discrepancy in payment, vendor shall have to bring it to the notice of WBSEDCL within thirty days from the date of receipt of payment else the claim will not be entertained.

For full and final settlement, invoices shall have to be submitted within 1(One) year from the date of completion of Project/Contract, beyond which, such claim may not be entertained.

**Clause No. 5) GUARANTEE:**

**a) IN GENERAL EXCEPT ENERGY METER, EQUIPMENT AND HT & LT AB CABLE:**

In the event of any defect in the materials within a period of 12 (twelve) months of commissioning or 18 (eighteen) months from the date of issuance of Store Receive Voucher(SRV) of the material whichever is earlier, the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser.

If the supplier fails to replace/repair the same within two months from the date of receipt of intimation, WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that material from the defaulting vendor by invoking Security Deposit/Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective material shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

**b) (i) FOR EQUIPMENT (EXCEPT DRY TYPE TRANSFORMERS) and ALL TYPE OF HT CABLE & LT AB CABLE:**

In the event of any defect in the equipment (except dry type transformers) / cable within period of 5 (five) years from the date of issuance of Store Receive Voucher(SRV) of the equipment (except dry type transformer)/ cable , the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser.

If the supplier fails to replace/repair the same within two months from the date of receipt of intimation, WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that equipment/cable from the defaulting vendor by invoking Security Deposit/ Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective equipment/cable shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

**b) (ii) FOR DRY TYPE TRANSFORMERS:**

In the event of any defect in the Dry Type Transformers, within period of 10 (ten) years from date of issuance of Store Receive Voucher(SRV) of the Dry Type transformer, the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser.

If the supplier fails to replace/repair the same within two months from the date of receipt of intimation, WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that equipment from the defaulting vendor by invoking Security Deposit/ Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective material shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

**c) FOR ENERGY METER:**

The Meter 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 issuance of Store Receive Voucher(SRV). The meter found defective within the above guarantee period should be replaced by the supplier free of cost within two months of receipt of intimation. Collection point of defective meters and supply point of new meters shall be Distribution Testing Department/ Zonal Testing Wing/ Zonal Stores. If the defective meters are not replaced within the above specified period, WBSEDCL will recover twice the cost of the meters from the supplier by invoking Security Deposit/ Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor.

Name Plate of the meter is to be marked with “Guarantee of the Meter: 5 ½ Years from the date of supply”.

**Clause No. 10) SUBMISSION OF CHALLAN & GST DOCUMENTS:**

Copies of Challans in triplicate are to be submitted to the consignee along with the materials/equipment at the time of physical delivery. The original and duplicate copies of the Challan duly signed by the Consignee Officer as indicated in the payment clause, will be returned to the supplier. The original signed Challan and Store Test Report if conducted shall have to be submitted along with the bill to the Paying Authority for payment. The original copy of the GST document (if applicable), which is required to be submitted along with the bill for re-imburement, need not be submitted to the consignee along with the Challan. It is the responsibility of the supplier to retain the original GST document even if the same is sent along with the transporter.

**Clause No. 18) GST:**

The Purchase Order price is exclusive of GST(as applicable) and 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 as per delivery clause from the date of issue of despatch instruction and the offer of inspection is received within the schedule delivery period given in the Purchase Order. In case however, the materials / equipment are offered for inspection after schedule delivery period, GST will be paid at the rate prevailing at the time of schedule delivery period or at the time of actual delivery whichever is lower, unless any amendment in this regard is issued by the Ordering Authority. TDS under GST will be applicable.

**Clause No. 19) EXCISE DUTY: Deleted.**

**Clause No. 20) ISSUE & SUBMISSION OF E-WAY BILL:**

E-Way Bill shall be generated by the supplier for the movement of materials/equipment from manufacturer's unit location to the WBSEDCL stores. WBSEDCL's GSTIN is **19AAACW6953H1ZX**.

**Clause No. 22) SUBMISSION OF DRAWING:**

The tenderer must submit 5 (five) copies of drawing within 10 (ten) working days from the next date of issue of Purchase Order as per indication in the Technical Specification. Any delay in submission of Drawing beyond the above stipulated period shall attract imposition of Liquidated Damage (L.D) as per L.D. Clause on entire Purchase Order value.

**Clause No. 24) LIMITATION OF LIABILITY: (Newly inserted)**

Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. This limitation shall not apply to the cost of repairing or replacing defective equipment/solutions.

This is as per the resolution taken in the **133<sup>rd</sup> Meeting** of the Board of Directors, held on 12.08.2025.

This order takes immediate effect.

  
**(A. K. Latua)**  
**Director (HR)**  
WBSEDCL

**Distribution:**

1. Director (R&T)/ Director (HR) /Director (Dist)/Director (Fin)/ Director (Projects)/Director (Generation)
2. Adviser(S&V), WBSEDCL.
3. Legal Advisor , WBSEDCL .
- 3.Executive Director (Distribution)/(Project)/(Commercial). WBSEDCL.
4. Chief Engineer: Dist.North/ Dist.South. WBSEDCL
- 5.Chief Engineer:P&E/Projects-I/Project-II/Project- III/ Project -IV/Commercial/Hydel/ EMD/PTP/Safety Regulation/CRM/P&C/DTD/PIDD/PPSP/PSPD/Turga/R&EM/SPGD/S&LP/Hydel./Communication/Corp.Monitoring, WBSEDCL
6. Chief Engineer (IT),WBSEDCL- **with request for uploading this Circular in the Website of the Company**
7. Chief Engineer & Project Manager, PPSP HQ, WBSEDCL
8. General Manager:(HR&A): Corp./T&D and PM/Planning, WBSEDCL.
9. General Manager(F&A): Corp. Planning/IA/Operation, WBSEDCL.
11. Company Secretary, WBSEDCL.
12. Officer on Special Duty, WBSEDCL.
- 13 Chief Vigilance Officer, WBSEDCL.
14. Project Manager, PPSP Site/RHP/TCFHP/TPSP/JHP, WBSEDCL.
15. Addl. Chief Engineer, S&LP/DSM Cell, WBSEDCL.
16. Zonal Manager: Kolkata/Burdwan/Midnapur/ Berhampur/ Malda/Siliguri Zone, WBSEDCL.
18. Addl. Genl. Manager (HR&A): SSC/CLM/Corp./ES&ER-1/Dist./Legal/Vigilance/ES&ER-II/PTP/PSPD/Common Service Cell/HCM Core Team/HRDD/Project-II/Land Acquisition/Board Cell, WBSEDCL.
19. Project Manager: Siliguri/ Raiganj/ Berhampore/Barasat/ Burdwan/ Jalpaiguri/ Coochbehar/ Malda/ Balurghat/ Murshidabad/ Nadia/ West Midnapur/ East Midnapur/ Bankura Baruipur/ Howrah-Hooghly/Suri/Project Office, WBSEDCL.
20. Addl. Genl. Manager (F&A): Corp.-Finance/B&A/MIS-ESTB/Indirect Tax Cell/ Terminal Claims Hydell/Dist./Project-IV/ P&C/ Internal Audit/Project-II/ IT, WBSEDCL
21. AGM(HR&A)- (Corporate Communication & CPRO), WBSEDCL.
22. Chief Medical Officer, WBSEDCL.
23. Advisor, Liaison Office, New Delhi, WBSEDCL.
24. Chief Security Officer, WBSEDCL.
25. Chief Land Officer, Land Acquisition Cell, WBSEDCL.
26. Sr. Manager (F&A)/(HR&A), Indirect Taxes/ Budget/ Estb. Corp/ CMC/ EMD, WBSEDCL
27. Regional Manager : North 24-Parganas/ South 24-Parganas/ Bidhannagar /Howrah /Hooghly/ Purba Bardhaman/ PaschimBardhaman/ Birbhum/ Purba Medinipur/ Paschim Medinipur/ Jhargram/Bankura/ Purulia/ Nadia/ Murshidabad/ Malda/ Uttar Dinajpur/ Dakshin Dinajpur/ Jalpaiguri/ Darjeeling/Kalimpong/ Alipurduar/ Coochbehar Region, WBSEDCL.
28. Divisional Manager: Behala/ Baruipur/Garia/ Diamond Harbour/ Canning/ Bidhannagar-I/Bidhannagar-II/ Howrah-I/ Howrah-II/Uluberia/Barrackpore/ Naihati/ Barasat/ Basirhat/ Habra/ Bongoan/ Serampore/ Singur-Haripal/ Tarakeswar Arambag/ Chandannagar/ Mogra/ Kalna/ Katwa/ Memari/ Burdwan North/ Burdwan South/ Durgapur/ Asansol/ Suri/ Rampurhat/ Bolpur/ Tamluk/ Contai/ Haldia/ Ghatal/ Midnapur/ Kharagpur/Bankura/ Bishnupur/ Purulia/ Raghunathpur/ Kalyani/ Krishnagar/ Tehatta/ Berhampur/ Kandi/ Raghunathganj/ Malda/Gajol/Chanchol/Jalpaiguri/ Domkal/ Jiaganj/ Alipurduar/ Coochbehar/ Darjeeling/ Siliguri Town/ Siliguri Suburban/ Kurseong/ Islampur/ Kalimpong/ Mal/ Mathabhanga/ Belda/ Egra/ Jhargram/ Khatra/ Nakashipara/ Kakdwip/ Bhangar/ New Town/ Balurghat/ Buniadpur/Islampur/Raiganj/Ranaghat Division, WBSEDCL. **They are requested to circulated the same to the Station Manager under their respective jurisdiction**
29. Sr. P.S. to Chairman and Managing Director/Director (R&T)/ Director (HR) /Director (Dist)/Director (Fin)/ Director (Projects)/Director (Generation)/ ED(Distribution)/(Commercial)/(Projects), WBSEDCL.