



ब्रेथवैट एण्ड कम्पनी लिमिटेड  
(भारत सरकार का एक उपक्रम)

**BRAITHWAITE & CO LIMITED**

(A Government of India Undertaking)

**MINISTRY OF RAILWAYS**

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043

TEL: +91 33 2439-7415, 2439-4114, 2439-6613, 2439-7413 , FAX: +9133 2439 7632/ 5607

E-mail: [purchase@braithwaiteindia.com](mailto:purchase@braithwaiteindia.com) Website: [www.braithwaiteindia.com](http://www.braithwaiteindia.com)

**CIN-‘U74210WB1976GOI030798’**

Tender Enquiry No: BCL/PUR/CAPACITOR/AW/09/18

Dated: 19.11.2018

M/s .....

Sealed offers are invited in **Single bid type (Techno commercial with Price bid)**, for supply of following electrical items as per scope of supply and terms and conditions of the tender given below.

Quotation in sealed cover, super-scribed with our Tender Enquiry No., Date & due date for submission, may be sent by registered post, addressed to Sr. Manager (Purchase) Braithwaite & Co. Ltd. Clive Works, 5 Hide Road, Kolkata 700043, or may be dropped in our **Tender box no 2** (in case of hand delivery). Quotations should reach us positively within 03.12.2018 by 2:30 pm.

1. Closing of Tender Box: 2-30 pm on 03.12.18
2. Opening of bid : 3-00 pm on 03.12.18

Bidders may depute their representative during opening of the tender.

**SCOPE OF SUPPLY:**

Specification	Make	Quantity Required
LT indoor type Metal body Capacitor with following specification: Rated output 25 KVA, Rated voltage 400V, Frequency 50 Hz, Type of dielectric SH-MPP	L & T, Siemens, ABB	6

Note: Bidders are requested to contact Sr Manager Maintenance (AW) for any clarification regarding scope of supply.

**GENERAL TERMS & CONDITIONS**

- 1) **Security Deposit** : 5% of the order value only in the form of DD/Pay Order / Bank Guarantee from an Indian Nationalised Bank to be submitted by the successful bidder within 15 (Fifteen) days on receipt of Purchase Order. Security Deposit will be released and returned to the supplier/ contractor on completion of guarantee / warranty period. Security Deposit may be waived for SSI, NSIC, MSME units, PSU and vendors registered/ approved by DGS&D & RDSO. Security Deposit may also be built up by deducting the amount proportionately from each bill of the

supplier/contractor on their request. However, 50% of the total amount of security deposit is to be deposited by the successful bidder on receipt of purchase order. Balance 50% may be recovered from running bill.

As and when an amendment is issued to the contract, the contractor shall within 15 days of receipt of such an amendment furnish to the purchaser an amendment to the security deposit and / or Bank Guarantee rendering the same valid for the contract as amended.

- 2) **Performance Guarantee:** The supplier shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The performance bank guarantee shall remain valid up to guarantee / warranty period. The Security Deposit, if submitted, may be converted to Performance Guarantee.
- 3) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or part thereof will be applicable for the delay period which will be deducted from party's bills.
- 4) MSME vendors may opt for submission of either SD or PBG .
- 5) **Payment:** 100% with 30 days credit from the date of submission of bills with all relevant documents after receipt of materials duly certified by Mgr (Maint) of BCL / his authorized representative. As regards GST, the following clauses shall be adhered to by the successful bidder.
  - The successful bidder/Firm shall give compliance regarding documentation/monthly returns to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
  - During Submission of Bill, the successful bidder/firm shall mention the GSTIN No.

MSME vendors may opt for payment through TREDs platform.

- 6) **Delivery:** Within 60 days from the date of LOI / PO.
- 7) **Price Confirmation:** Quoted / Ordered Rate shall remain firm till to the completion of the full supply of materials. Price variation shall not be entertained.
- 8) **Splitting:** Not applicable in this tender. However, reservation for MSME vendors as per MSME Act shall prevail.
- 9) **Inspection:** By BCL
- 10) **Order Quantity variation:** BCL reserves the right to increase the quantity by +/- 30%.
- 11) **Validity:** Offer should remain valid for 90 days from the date of opening of the bid. Quoted / Ordered Rate shall remain firm till the completion of the full supply of materials. Price variation shall not be entertained.
- 12) **Liquidated Damages:** In the event of failure to supply materials within the stipulated delivery date, BCL reserves the right to recover a sum of 0.5% for every week of delay or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the ordered value.
- 13) **Risk Purchase:** In the event of failure on the part of the supplier to supply the materials within the delivery period, BCL reserve the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and shall recover the extra cost thereof, if incurred, from you.
- 14) **Arbitration:** All questions, disputes or difference, whatsoever, shall arise between the purchaser and the supplier upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of the sole Arbitrator. MD/ CMD of BCL shall have the right and authority to appoint any officer of the Company as Arbitrator, not below the rank of General Manager who is not directly connected with the Purchase Order. Such a reference submitted

to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

- 15) **Jurisdiction:** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 16) **Rejection/Replacement:** The supplier shall arrange for free replacement / rectification of rejected / defective components, if any, detected during or after fitment of our works, on receipt of our written advice to that effect. The replacement of the components shall be made within 7 days from the date of our advice, failing which, we reserve the right to purchase the said quantity from other sources at supplier's cost. Collection of rejected materials from our Stores and delivery of replacement supplies at our Works will be at supplier's cost and responsibility. If the rejected materials are not removed from our premises within a reasonable period, we will dispose the same off without any notice to supplier.
- 17) **Termination of Contract:** BCL reserve the right to terminate the order at any point of time in case of non-performance / non-compliance of delivery schedule/poor quality of materials by giving 7 days notice.
- 18) **Unconditional Acceptance:** Bidder shall have to submit unconditional acceptance of all the tender terms & conditions along with the Techno-commercial Bid.
- 19) No alternation / inclusion / deviation may be allowed after submission of offer. All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise tender will be considered as invalid.
- 20) **Guarantee/Warranty:** The supplied items shall be covered with Guarantee / Warranty against manufacturing defects for a period of 12 months from the date of supply. Supply shall accompany TC, GC as required.
- 21) Supply must accompany proper challans, guarantee certificate (if any), etc. to stores otherwise MRR for the same may not be processed.
- 22) The L-1 Bidder shall have to be techno-commercially eligible for award of Purchase Order or else the offer will be rejected. In such case, next lowest Bid shall be considered for placement of order.

### **PRICE BID**

- 1) This part must be free from any condition and signed with stamp.
- 2) The bidder shall submit rate in the following format.
- 3) No separate delivery charges will be paid.
- 4) **Lowest bid shall be evaluated on the basis of lowest Total Amount nett of GST against each item.**

Item Description	Qty (Nos) -A	Rate per Unit (Rs) (B)	GST per unit (C)	Total Amount (Rs.) D= (B+C)xA
LT indoor type Metal body Capacitor with following specification: Rated output 25 KVAR, Rated voltage 400V, Frequency 50 Hz, Type of dielectric SH-MPP	6			

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Signature & Stamp of Bidder