



ब्रेथवेट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)
BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

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CIN-‘U74210WB1976GOI030798’

Corrigendum No. 1 dated 28.03.2018

To

EOI No: BCL/PUR/REPAIR/PANEL/2018 dated 26.03.2018

Following correction / additions will be applicable to the above EOI.

- 1) The second para of the **Financial Eligibility** of each of the **Category A, B & C** shall be read as:

“Bidder should also have capacity for investment in execution of works for an amount of Rs 15 Crores. The Bidder should submit Solvency Certificate from their Banker to this effect along with their offer.”

- 2) The followings are added to the Tender under Eligibility Criteria:

ELIGIBLE BIDDERS:

- I. EOI will be considered only from Proprietorship firms, Partnerships firms, Companies, Corporations, Consortium.
- II. (a) Number of bidders in a Consortium shall not be more than three.
(b) A member of the Consortium shall not be permitted to participate either in individual capacity or as a member of another Consortium in the same EOI.
(c) The EOI shall be submitted only in the name of the Consortium and not in the name of any of the constituent member.
- III. Bidders shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
- IV. Any Central / State government department / public sector undertaking / other government entity or local body must not have banned business with the bidder (any member in case of JV/Consortium members) as on the date of EOI submission. The bidder should submit undertaking to this effect.
- V. One of the members of the Consortium shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the Consortium and any of the member must have met either of the Financial or Technical Eligibility criteria. (Consortium as a whole shall meet the qualifying norms in respect to the work experience and turnover requirement).
- VI. A copy of Memorandum of Understanding (MOU) executed by the Consortium members shall be submitted by the Consortium alongwith the EOI. The complete details of the members of Consortium, their share & responsibility in the Consortium, particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

- VII.** Once the EOI is submitted, the MOU shall not be modified / altered / terminated during the validity of the EOI.
- VIII.** Approval for change of constitution of Consortium shall be at the sole discretion of BCL. The constitution of the Consortium shall not be allowed to be modified after submission of the bid, except when modification becomes inevitable due to succession laws etc. And in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the Consortium. Failure to observe this requirement would render the EOI to be invalid.
- IX.** Similarly, after contract is awarded, the constitution of the Consortium shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all the consequential penal action as per contract condition.
- X.** Work order will be placed in the name of Consortium, or, in the name of Lead member of the Consortium, if the members of the Consortium intend to. However, they have to submit an Undertaking in this regard along with the EOI.
- XI.** On issue of contract to a Consortium, a single Performance Guarantee shall be submitted by the Consortium as per EOI conditions. All the Guarantees shall be accepted in the name of Consortium and no splitting of Guarantees amongst the members of Consortium shall be accepted.
- XII.** Joint and several liabilities: - Members of the Consortium to which the contract is awarded, shall be jointly and severally liable to BCL for execution of the project in accordance with General & Special conditions of contract. The Consortium members shall also be liable jointly and severally for the loss, damages caused to BCL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- XIII.** Payments will be made to the Consortium, or, to the Lead member of the Consortium, if the members of the Consortium intend to. However, they have to submit an Undertaking in this regard along with the EOI. BCL will not take the responsibility to apportion the payment among the members of the Consortium.
- XIV.** Duration of Consortium Agreement: - It shall be valid during the entire currency of the contract including the period of extension, if any and the guarantee period after the work is completed.
- XV.** Governing Law: - The Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- XVI.** Authorized member : - Consortium members shall authorize one of the members on behalf of the Consortium to deal with the EOI, sign the agreement or enter into contract in respect of the said EOI, to receive payment, to witness joint measurement of work done and similar such action in respect of the said EOI / contract. All notices / correspondences with respect to the EOI / contract shall be sent only to this authorized member of the Consortium.
- XVII.** No member of the Consortium shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that BCL in respect of the said EOI / contract.

XVII. Documents to be enclosed by the Consortium along with the EOI:

(a) In case of one or more of the members of the Consortium is/are Partnership firm(s), following documents are to be submitted.

(i) Notary certified copy of the Partnership deed

(ii) Consent of all the members to enter into the Consortium agreement on a stamp paper of appropriate value (in original)

(iii) Power of attorney (duly registered) in favour of one of the partners of the Partnership firm to sign the Consortium Agreement on behalf of the Partnership firm & create liability against the firm

(b) In case of one or more of the members of the Consortium is/are Proprietary firm(s), following documents shall be enclosed:

Affidavit on stamp paper of appropriate value declaring his/her Concern is a Proprietary Concern and he/she is the sole proprietor of the Concern OR he/she is in position of KARTA of Hindu Undivided Family (HUF) and he/she has the authority, power and & consent given by other partners to act on behalf of HUF.

(c) In case of one or more of the members of the Consortium is/are limited company(s), following documents shall be enclosed:

(i) Notary certified copy of the resolutions of the Directors of the Company, permitting the Company to enter into a Consortium, authorizing one of the Directors or Managers to sign Consortium agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and / or do any other act on behalf of the company.

(ii) Copy of Memorandum of Articles of the Company.

(iii) Power of Attorney (duly registered) by the Company authorizing the person to do/act mentioned in para (i) above.

XIX. Bidder (any member in case of consortium) must not have suffered bankruptcy/insolvency during the last 3 years. The bidder should submit undertaking to this effect along with their offer.

All other terms & Conditions shall remain unaltered.

For Braithwaite & Co. Ltd.