



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railway)
 HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700043,
 TEL (033) 2439-7415/4114/6613/7413, FAX : 91 (033)2439-5607 / 2439-7632.
 E MAIL: purchase@braithwaiteindia.com, Website: www.braithwaiteindia.co,
CIN: U74210WB1976GOI030798

EXPRESSION OF INTEREST (EOI)

EOI NO: BCL/PUR/REPAIR/PANEL/2018

DATED: **26.03.2018**

“EXPRESSION OF INTERESTS ARE INVITED FOR EMPANELMENT OF VENDORS FOR REPAIRING OF RAILWAY WAGONS AT DIFFERENT SITES/ WORKSHOPS OF ZONAL RAILWAYS AS PER EOI CONDITIONS.”

Expression of interest to be submitted in a sealed envelope super scribing EOI Number, Date, Box No & due date.

Bidders who are interested to participate in this EOI may download the EOI document from our Website 'www.braithwaiteindia.com' for which they have to submit all papers related to their credential and meet the eligibility conditions as per following conditions

Offers in sealed envelope addressed to General Manager (Co-ordination), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata – 700 043 may be dropped in our Tender Box No.1 (in case of hand delivery) or may be sent by Registered post but must reach us positively within **02.04.2018** (due date) by 2.30 P.M.

The EOI shall be opened on **02.04.2018** at 3.00 P.M. During opening of EOI, Bidders may depute their authorized representative to be present as witness.

Price Bid will be invited later from the qualified bidders only. On case to case basis, a separate intimation will be given to the qualified bidders. Such Bidders may be present during opening of price bids.

INTENTION OF EOI:

BCL intends to empanel vendors who are willing to undertake repairing/ rehabilitation / upgradation of wagons in open yard/ at Railway workshops at different sites of zonal Railways. BCL expects to receive orders from different zonal Railways for above jobs and intends to execute the jobs through contractors. Based on the agreed rates to be finalized subsequently from the empanelled vendors, BCL will place Purchase Orders on the lowest vendor for a particular job, as indicated in the para for “Method of Selection & Award”. For this purpose this EOI is invited.

A. ELIGIBILITY CRITERIA:

For empanelment, the bidders should establish with documentary evidence about timely & successful execution of the jobs as defined in technical eligibility criteria. Only such bidders who have a good track record of performance shall be considered as eligible bidders. BCL reserves the right of not considering any bidder whose performance is not found satisfactory based on previous experience & submitted documents.

The Bidder should have sufficient experience in fabrication & assembly jobs. Depending upon the Financial & Technical eligibility of the Bidders, they will be empanelled in any one or more of the three categories as given below. They should have adequate experience in wagon manufacturing or repairing of wagons or fabrication of heavy structures in open site. The Bidder should meet the Financial & Technical eligibility criteria as given below:

Category A: For Job value upto Rs 40 Crores**Financial eligibility:**

The Bidder should have average turnover of Rs.12.00 crores during last three years ending on 31.03.2017. The bidder should have a positive networth as on 31.03.2017. The bidder shall submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.2017.

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

Technical eligibility:

- 1 Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **28.02.2018** fulfilling any of the following criteria.

Three similar executed works each costing not less than **Rs. 16.00 Cr** OR executed three similar works of Fabrication involving not less than **1920 MT** of Fabrication against each such job.

OR

Two similar executed works each costing not less than **Rs. 20.00 Cr** OR executed two similar works of Fabrication involving not less than **2400 MT** of Fabrication against each such job.

OR

One similar executed work costing not less than **Rs. 32.00 Cr** OR executed one similar work of Fabrication involving not less than **3840 MT** of Fabrication against such job.

Category B: For Job value upto Rs 60 Crores**Financial eligibility:**

The Bidder should have average turnover of Rs.18.00 crores during last three years ending on 31.03.2017. The bidder should have a positive networth as on 31.03.2017. The bidder shall submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.2017.

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

Technical eligibility:

- 1 Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **28.02.2018** fulfilling any of the following criteria.

Three similar executed works each costing not less than **Rs. 24.00 Cr** OR executed three similar works of Fabrication involving not less than **2880 MT** of Fabrication against each such job.

OR

Two similar executed works each costing not less than **Rs. 30.00 Cr** OR executed two similar works of Fabrication involving not less than **3600 MT** of Fabrication against each such job.

OR

One similar executed work costing not less than **Rs. 48.00 Cr** OR executed one similar work of Fabrication involving not less than **5760 MT** of Fabrication against such job.

Category C: For Job value above Rs 60 Crores**Financial eligibility:**

The Bidder should have average turnover of Rs.30.00 crores during last three years ending on 31.03.2017. The bidder should have a positive networth as on 31.03.2017. The bidder shall submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.2017.

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

Technical eligibility:

- 1 Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **28.02.2018** fulfilling any of the following criteria.

Three similar executed works each costing not less than **Rs. 40.00 Cr** OR executed three similar works of Fabrication involving not less than **4800 MT** of Fabrication against each such job.

OR

Two similar executed works each costing not less than **Rs. 50.00 Cr** OR executed two similar works of Fabrication involving not less than **6000 MT** of Fabrication against each such job.

OR

One similar executed work costing not less than **Rs. 80.00 Cr** OR executed one similar work of Fabrication involving not less than **9600 MT** of Fabrication against such job.

The term "**similar works**" in all categories means works of following nature:

- a) Heavy structural work e.g. General Fabrication Structures, Auto Welded Beams and Boxes, Columns, Ducts etc. or Fabricated steel work of wagons / wagon sub-assemblies for newly built / rehabilitated wagons.

OR

- b) Heavy Structural work of infrastructure projects e.g. Bridge Girder, Heavy Industrial Structure.

OR

- c) Repairing of wagon, preferably in open yard / Railway workshop.

The bidder should submit copies of Work Order / Purchase order & completion certificates / documents as a proof that the Bidder has successfully executed the job fulfilling the above technical eligibility condition.

2. The bidder should have registration with PF, ESIC, GST. Registration Copies of the same are to be enclosed with the Bid.

The offers of the Bidders not fulfilling the eligibility criteria are liable for rejection.

B. SCOPE OF WORK IN GENERAL:

- B.1** The job to be carried out is repair / rehabilitation / upgradation of wagons in open yards / Railway workshops of different zonal Railways. The scope of work in general is for cutting, welding, fitting and finishing OF WAGONS. The responsibilities are generally as follows:
- ✓ Traceability of materials, marking, cutting, drilling, material handling, welding, fitting & painting etc.
 - ✓ The job will be done as per Pre-Inspection Sheet (PIS) as determined by Joint Inspection.
 - ✓ The job is to be carried out as per drawings provided by BCL.
 - ✓ The job shall involve stripping of worn out / damaged portions and replacing the worn out / damaged portions with new materials / items.
 - ✓ Component fitting as per PIS & Drawings.
 - ✓ Finishing job (such as welding, grinding, chipping, riveting etc.) to be carried out as per requirement of Inspector & QA / BCL at final stage.
 - ✓ Painting job (such as primer + finish paint, lettering etc.) to be done after completion of cutting, fitting, welding and riveting job.
 - ✓ After stripping of worn out / damage portion, the same should be stacked properly.
 - ✓ During execution of job, Contractor will be required to supply all raw materials, components & consumables as will be required for the job.
 - ✓ Preparation of inspection document as per BCL's specified format for onward submission of bill.
 - ✓ Assistance in post-billing activities.

Deployment of Plant & Machineries at different worksites shall be as per job requirement and facility to be provided by BCL / BCL's customer at respective sites.

All required materials, components, consumables, cutting & welding equipments, compressed air, material handling equipments etc & labour will have to be arranged by the contractor. However, electricity shall be supplied by BCL/ BCL's customer at prevailing rates & duties. However, the contractor may have to arrange feeders, cables, switches etc to bring power to working site. The electricity charges will be deducted from monthly bill of the contractor, in case it is charged by BCL's customer.

Open storage space will be provided at site to store the materials, consumables, M & Ps, tools and scrap etc. In case readymade office is not provided, the contractor may have to arrange for portable cabins or temporary enclosures for offices as per availability of space & facility at their own cost in the open space. The same may be dismantled by the contractor at their own cost at the time of completion / termination of contract. The responsibility for security of the material / machines & equipments shall be sole responsibility of the contractor.

- B.2.** As regards raw steel, the contractor shall be required to procure and supply the raw steel for execution of the job. The supplied raw steel shall be of required specification and quality. Test certificates for the raw steel shall have to be submitted along with the delivery challans of the steel.

All scraps generated from the job will including scrap from wagons to be repaired shall be property of contractor. Contractor shall make qadequate arrangements to dispose off the same as per instruction of BCL / BCL's customer.

B.3. COMPONENTS & CONSUMABLES

As regards Components & Consumables, it will be the primary responsibility of the Contractor to arrange and supply the same for execution of the job. The supplied components & Consumables shall be of approved make wherever applicable, required specification and quality. BCL / BCL's customers technical requirements shall have to be complied with during execution of the job. Bidders are requested to contact WM I/c – CW,VW to see the list of components & consumables normally required for the job before submission of Bid. No request after submission of bid shall be entertained.

C. SCOPE OF BCL:

- Internal Inspection at different stages as well as at final stage.
- Approved Drawings.
- Supervision of job.
- Liaison with BCL's customer and dealing with all contractual matters.

D. INSTRUCTION TO BIDDERS:

The Bidder should submit only Technical Bid in sealed Envelopes super scribing the EOI no & date and shall submit in Tender Box No 1 within due date & time. Under no circumstances should the bidder submit price in the Technical Bid. Only qualified Bidders will be asked to submit Price Bid.

All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise EOI will be rejected. However, no correction is allowed in price bid.

Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, EOI Evaluation Committee / purchaser may demand further clarification / documents if required.

BCL shall reserve the right to cancel the EOI at any stage before finalization of the tender.

The Bidder should also submit a declaration that they have understood the entire scope of work of the EOI & have submitted their offer accordingly.

NSIC / MSME / SSI registered participators should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC / ST category, copy of necessary document is to be submitted.

Unconditional acceptance of terms & conditions of EOI is to be submitted in a separate letter, along with the offer. Deviations, if any, shall be submitted in a separate page.

The bidder shall not make misleading or false representations in the forms, statements and attachments submitted in proof of qualifying requirements. Bidders shall note that in case of any discrepancies / forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.

The bidder must not have a history of being blacklisted by any company, Board, organization or Government body. The bidder must not have a record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions / delivery of materials or financial failures etc, in any of their earlier works. The Bidder shall submit a declaration in this regard.

BCL reserve the right to terminate the order by giving 20 (twenty) days notice at any point of time in case of non-performance / non-compliance of delivery schedule / poor quality of workmanship. In case the order placed by BCL's client is cancelled, the order placed by BCL against the same job will be correspondingly terminated without any financial implication on BCL

Order quantity may vary depending upon the requirement of each site to the extent of +/- 30% of the offered quantity. BCL also reserves the right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms

E. METHOD OF SELECTION & AWARD

Based on submitted documents, BCL's technical committee will finalize the names of qualified vendors to be empanelled. The empanelment is for an aggregate period of 2 years, which will initially be given for a period of one year and reviewed for extension for another year(s) subject to satisfactory performance at the discretion of BCL on the same terms and conditions.

Subsequently, against each awarded job to BCL by BCL's clients, the empanelled Bidders will be intimated to submit price bid in a specified Price Format given by BCL. The qualified participants are requested to submit their price bid in a sealed envelope. Based on the received L-1 rate against such tender, BCL will finalise & award Purchase Order to L-1 Bidder.

Award of Purchase Order will be solely with the basis of L-1 rate received against each enquiry. Empanelment does not make a Bidder eligible for Purchase Order. Selected Bidders who will be awarded PO, will have to comply with General Terms & Conditions as stated below:

F. GENERAL TERMS & CONDITIONS:

SECURITY DEPOSIT

- (a) For due fulfilment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value within 15 days from the date of issue of the Purchase Order.
In case of submission of Bank Guarantee, the same shall be verified by BCL from the concerned issuing bank. The Security Deposit shall remain valid till Warranty / Guarantee period. In case security deposit is not submitted within 15 days from the date of issue of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the warranty / guarantee period expires.
- (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill. This option of security deposit submission if availed, there shall be no change afterwards.
- (c) Security Deposit may be waived for SSI, NSIC, MSME units, RDSO and DGS & D registered bidders and PSUs.
- (d) Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.

PERFORMANCE GUARANTEE:

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid up to the warranty period.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.

Even providing Bank Guarantee, contractors are responsible for the quality of the workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for bad workmanship, the contractor shall arrange rectifying the defects / replacement wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

PAYMENT TERMS:

Payment for the job will be made progressively on receipt of monthly bills after completion of the job in each month finally inspected & passed & duly certified by Site- In-Charge. All payments shall be released after receipt of corresponding payments from our customer. No ad-hoc payment shall be made.

The following provisions regarding GST shall be applicable for the subject job.

Party has to submit GST compliant invoice and challan (if any) mentioning GSTIN No.

Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.

BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.

TAXES & DUTIES:

The rate to be quoted shall be inclusive of GST as applicable. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill. The contractor shall comply with all local laws related to tax matters.

However, for all accounting purpose, the contractor has to produce relevant Purchase orders, challans, invoices etc for all materials to be supplied by them. BCL will release dummy orders for those items/ components / consumables against which Stores will issue MRRs. The contractor has to submit MRRs along with bills for payments.

QUALITY

In case of any quality complaints related to supply, workmanship or any other matter related to the contract, arriving during tenure of contract including guarantee / warranty period, the contractor has to correct / repair / replace the same immediately at their own cost in such a way so that BCL's interest & reputation is not affected. The contractor will be solely responsible for rectification of all such issues. Any liability, if imposed on BCL, the same shall be borne by the contractor.

WARRANTY:

The contractor warrants that the jobs performed under the Contract are free from any defect and that workmanship and shall be of highest grade and consistent with the established and generally accepted for goods of the type ordered and full conformity with the contract specification and sample, if any and shall be operable, if operated properly.

This warranty shall survive inspection of payment for acceptance for the goods but shall expire **12 (Twelve) months** after acceptance of the structure by BCL authority.

The contractor shall if required rectify the defects or such portion thereof as is rejected by the Purchaser, free of cost at the ultimate destination or at the option of Purchaser, the contractor shall pay to the Purchaser the value thereof at the contract price or in the absence of such price decided by the Purchaser and such other expenditure and damages as may arise by reason of breach of the conditions herein specified. The decision of the Purchaser in regard to the contractor's liability and the amount, if any payable under this warranty shall be final and conclusive.

WASTAGE / SCRAP / OFF-CUTS:

Unless otherwise specified by the client of BCL, all the wastage / scrap / off-cuts generated during the fabrication by contractor shall be the property of Contractor.

MATERIAL RECONCILIATION:

Depending upon the requirement of BCL's client, Contractor has to submit Material Reconciliation Statement for all materials. The statement is to be submitted and duly certified by BCL's representative (Production In-charge) at the time of submission of final bill against any contract, failing which the amount (as decided by BCL) shall be deducted from their bill. The stipulations as will be given by BCL's customer shall be followed without any deviation.

SUB-CONTRACTING:

The contractor shall not sub-contract or assign this work or any part thereof without the permission of BCL. In the event of the vendor sub-contracting or assigning this work or part thereof without such permission, BCL shall be entitled to cancel the order and execute the same elsewhere at the risk and cost of the contractor and the contractor shall be liable for any loss or damage which BCL may sustain in consequence of or arising out of such supplies elsewhere and also cancellation of registration or temporary suspension.

STATUTORY OBLIGATIONS:

Contractor has to fulfill all statutory obligations in regard to the Contract Labour (Regulation & Abolition) Act, Employees' Provident Fund Act, ESI Act, Bonus Act etc as applicable to the site. The contractor must have registration with PF, ESI, GST. Contractor shall obtain necessary labour license issued by local Labour Department, The contractor shall have to comply with all safety rules and regulations during execution of the job.

While working in site, the Contractor shall at his own Cost comply with all precautions as required for the safety of the workmen as far as they are applicable to the Contract and shall at his own expense arrange for all the safety provisions as per the safety codes of Bureau of Indian Standards, The Electricity Act and such other Acts as applicable. The Contractor shall observe and abide by all fire and safety regulations of local site before starting and during execution of the Works. The Contractor shall provide all necessary personal safety equipment to the workmen and staff and ensure the use of same by them during the period

when the work to be performed by him, his agents or labours. In the event of any accident resulting in loss of lives or otherwise damaging any part of local property, the contractor shall be required to make good the loss to the client of BCL and shall be responsible for all consequences that follow from loss and/or injuries to the persons involved in such accidents. BCL, under any circumstances, will not be held responsible for such accidents or loss of lives.

INDEMNITY:

The contractor shall indemnify BCL against all claims arising out of the obligations which are under the scope of contractor. BCL shall in no way be responsible and be party in respect of any breach and / or non-fulfilment of obligations by the contractor in respect of compliance of various statutory obligations for execution of the awarded job against this tender

BCL reserves the right to terminate the order with 20 days notice in case of poor performance / non publishing the matter in time. In such case, BCL may impose penal Impositions as deemed fit.

BCL reserves the right to cancel the EOI at any stage without assigning any reason.

RISK PURCHASE:

In the event of failure or delayed execution within the reasonable period, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit / PBG also of the defaulting firm.

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 sole arbitrator. MD/CMD-BCL shall have the right and authority to appoint any officer of the company not below the rank of a 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.

Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

For Braithwaite & Co. Ltd.