



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: U74210WB1976G01030798

EXPRESSION OF INTEREST (EOI)

EOI NO: BCL/PUR/Crane Repair/18-19/5

DATED: 28.01.2019

“EXPRESSION OF INTERESTS ARE INVITED FOR EMPANELMENT OF VENDORS FOR EXECUTION OF THE JOBS FOR REPAIRING / UPGRADATION / REVAMPING OF CRANES AT DIFFERENT SITES OF CUSTOMERS OF BCL AS PER EOI CONDITIONS.”

Expression of interest to be submitted in a sealed envelope superscribing 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 EOI conditions

Offers in sealed envelope addressed to Sr. Manager (Purchase) 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 **11.02.2019** (due date) by 2.30 P.M.

The EOI shall be opened on **11.02.2019** at 3.00 P.M. During opening of EOI, Bidders may depute their authorized representative to be present as witness.

The offer shall be for Techno-Commercial part only. No Price Bid shall be submitted now. Price Bids on case to case basis for different projects shall be invited later on from the empanelled vendors only.

INTENTION OF EOI:

BCL intends to empanel vendors who are willing to undertake the job of Repairing / Revamping /Upgradation of various types of Cranes including EOT cranes for different sites of customers of BCL. BCL expects to receive orders for above jobs from various customers. For this purpose, the subject Expression of Interest is invited.

A. ELIGIBILITY CRITERIA:

A.1 For empanelment and subsequently considering award of work as per EOI conditions, the bidders should establish with documentary evidence about timely & successful execution of the jobs as defined in technical eligibility criteria and should meet Financial Eligibility conditions. 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 meet the Financial & Technical eligibility criteria as given below.

A.2. For Orders upto Rs.2 Crore

a) Financial eligibility:

The Bidder should have average turnover of **Rs. 60 lakh** during last three years ending on 31.03.2018. The bidder should have a positive net worth as on 31.03.2018. The bidder shall submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.2018.

Bidder should also have capacity for investment in execution of works for an amount of **Rs50 lakh..** The Bidder should submit Solvency Certificate in original from their Banker to this effect along with their offer.

b) Technical eligibility:

b.1) The bidder should have executed / executing any of the following jobs during last 07 (seven) years ending on **31.12.2018**.

Execution of "Similar Work" in one year of value **Rs. 16 Crore** in totality or a quantity of **5 nos.** in totality.

The term **Similar Work** shall mean jobs for Repair/Revamping/Upgradation of cranes of capacity 5 MT & above.

OR

Manufacture & Supply of new cranes of capacity 5 MT & above.

OR

Both of above.

b.2) The bidder should also have executed Repairing / Manufacturing of at least 2 nos. of EOT cranes of capacity 10 MT & above during last 5 years for any PSU / Govt. Organisations / reputed private companies.

A.3. For Orders above Rs. 2 Crore

a) Financial eligibility:

The Bidder should have average turnover of **Rs. 120 crore** during last three years ending on 31.03.2018. The bidder should have a positive net worth as on 31.03.2018. The bidder shall submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.2018.

Bidder should also have capacity for investment in execution of works for an amount of **Rs 100 Crore..** The Bidder should submit Solvency Certificate in original from their Banker to this effect along with their offer.

b) Technical eligibility:

b.1) The bidder should have executed / executing any of the following jobs during last 07 years ending **31.12.2018.**

Execution of "Similar Work" in one year of value **Rs. 3.20 Crore** in totality or a quantity of **10 nos.** in totality.

The term **Similar Work** shall mean jobs for Repair/Revamping/Upgradation of cranes of capacity 5 MT & above.

OR

Manufacture & Supply of new cranes of capacity 5 MT & above.

OR

Both of above.

b.2) The bidder should also have executed Repairing / Manufacturing of at least 4 nos. of EOT cranes of capacity 10 MT & above during last 5 years for any PSU / Govt. Organisations / reputed private companies.

The bidder should have registration with PF, ESIC & GST. Registration Copies of the same which 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 Scope of Work in general covers Repairing / Upgradation / Revamping / Rehabilitation of various types of cranes including EOT cranes along with different materials (mechanical, electrical items etc.) purchased from reputed / approved sources wherever applicable. However, BCL also reserves the right to supply the materials at its discretion and in such case, the job will be on labour basis only. The jobs are to be executed at different sites of customers of BCL. The job will also involve commissioning & handing over of the repaired cranes. The worksite may be anywhere in India. Accordingly, the bidder should be prepared to work.

The scope of work will include but not limited to the following:

- ✓ The job is to be carried out as per drawings and specifications as provided by BCL. All drawings & technical documents shall be the property of BCL and the bidder shall be responsible for returning the same to BCL after completion of the job. Bidder shall be penalised for any misuse / unauthorised use of such technical documents.

However, bidder may also be required to prepare drawings, QAP etc. If necessary.

- ✓ Procurement & Supply of necessary materials as required for the job. However, this is optional. If the material fails to meet the approved specifications, it will be the Agency's responsibility to arrange for proper replacement free of cost.
- ✓ The contractor has to depute sufficient staff / workmen to complete the job as per agreed time.
- ✓ All the tools, machinery and plants required during execution of work will be arranged by the bidder.
- ✓ Loading & unloading of all input materials at site.
- ✓ The bidder has to make necessary arrangements for accommodation, fooding & conveyance of their staff. It will be the sole responsibility of the bidder to arrange power & water required for the job from the nominated locations at different sites. The contractor shall bear the electricity charges as may be recovered by BCL's customers from the bills of BCL depending upon the contract conditions.
- ✓ Bidder shall make their own arrangements for deployment of Plant & Machineries, Equipments, Tools and tackles, Consumable store, etc at different worksites. Safe storage of materials and arrangement of material handling equipments etc & labour will have to be arranged by the bidder..

Moreover, in case BCL is required to deposit any security Bank Guarantee to its client for electricity connections at site, the bidder may be required to deposit the similar security to BCL as counter security.

- ✓ In case readymade office is not provided, the bidder 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.
- ✓ In case any shed is required to be constructed at worksite for execution, storage of materials etc., the same shall have to be done by the bidder at their cost & arrangement.

- ✓ The deployed manpower at site by the bidder should contain at least 1 (one) Graduate Engineer & 1 (one) Diploma Engineer.
- ✓ The bidder should deploy Plant & Machinery at each site as will be agreed by BCL with its customer.

B.2. SUPPLY OF MATERIALS:

- The supplied materials shall be of required specification and quality. All materials shall be purchased A/c; BCL or as will be advised by BCL.
- All the items should be strictly as per drawings and specifications.
- Materials shall be arranged by the contractor which shall be supplied at site according to the requirement.
- The custody and safety of materials before fitment is the responsibility of the contractor.

C. SCOPE OF BCL:

- Supervision: The job will be done under supervision of BCL.
- Stage-wise quality control and Internal Inspection at different stages as well as at final stage.
- Approved Drawings and all technical related matters.
- Liaison with BCL's customer and dealing with all contractual matters.
- Overall supervision, co-ordination & follow ups with respective agencies.

D. INSTRUCTION TO BIDDERS:

- 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.
- 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. Acceptance of offers of such bidders shall be at the discretion of BCL.
- 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.
- Replacement of defects, if any to be replaced / rectified within a reasonable time free of cost.
- Order quantity may vary depending upon the requirement of each site to the extent of +/- 30% of the ordered quantity. BCL also reserves the right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms
- Bidders should submit a declaration along with Bid stating that there is no proposal; under consideration by them with regard to change of their name/ organisational status nor their name / organisational status has been changed as on date of opening of the tender. In case there is a change in the name / organisational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount.
- Bidders on whom orders will be placed will be required to execute Integrity Pacts as per BCL's format (enclosed in Annexure A) for effective execution of the job maintaining confidentiality.
- Joint Venture / Consortium Bids are not allowed.

E. METHOD OF SELECTION & AWARD

Based on submitted documents, BCL's tender 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.

Price Bid from the technically qualified empanelled bidders will be invited at a later date on case to case basis for various projects.. Based on lowest rate received from a vendor, placement of order shall be considered.

Selected Bidder who will be awarded PO, will have to comply with General Terms & Conditions as stated below:

G. GENERAL TERMS & CONDITIONS:

1) SECURITY DEPOSIT

- (a) For due fulfillment 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.

2) PERFORMANCE GUARANTEE:

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value, as per format to be provided by BCL, within 15 days from date of issue of Purchase 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 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. Contractors may opt submission of PBG or S.D. as suits to them.

Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

NOTE:

- (1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 15% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party's bills.**
- (2) MSE vendors may opt for submission of S.D. or PBG as per their choice.**

3) PAYMENT TERMS:

The payments shall generally be based as per terms of payment to be awarded on BCL by BCL's customer. 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.

The Contractor's bill should contain a separate break up of cost of materials & cost of labour.

All deductions by BCL's customer from BCL will correspondingly be deducted from Contractor's bills.

4) TAXES & DUTIES:

The rate to be quoted shall be exclusive of GST as applicable. GST rate & amount to be indicated separately in the Price Bid and the same will be paid by BCL. 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.

5) DELIVERY:

Timely delivery shall be the essence of contract. The delivery terms shall be generally to meet BCL's customer's requirements. The same will be intimated while inviting price bids.

6) 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.

7) WARRANTY:

The warranty / guarantee conditions shall be as per such conditions to be given to BCL by BCL's customer. The obligations of the contractor in this regard will be discharged after release of BCL's corresponding obligation from its customer.

8) WASTAGE / SCRAP :

The condition will depend on case to case basis and the terms as will be awarded by BCL's customer on BCL shall prevail.

9) 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 (Site 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.

10) 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.

11) 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.

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act and necessary uploading of details in different websites of respective authorities as required shall be done by the contractor on regular basis.

12) 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-fulfillment 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.

13) 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.

14) PENALTY:

The penalty conditions shall be as per such conditions to be given to BCL by BCL's customer. In case any penalty is imposed on BCL by its customer, the same will be recovered from the contractor.

15) ARBITRATION:

All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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.