



BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railway)
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EXPRESSION OF INTEREST (EOI)

EOI NO: BCL/PUR/Str1/18-19/2

DATED: 24.08.2018

“EXPRESSION OF INTERESTS ARE INVITED FOR EMPANELMENT OF VENDORS FOR STRUCTURAL JOBS AT DIFFERENT SITES/ AND/OR IN BCL’S WORKSHOPS 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 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 **13.09.2018** (due date) by 2.30 P.M.

The EOI shall be opened on **13.09.2018** at 3.00 P.M. During opening of EOI, Bidders may depute their authorized representative to be present as witness.

The offer to be submitted shall be in Two Parts i.e. One Part containing covering letter with credentials / documents as required and the Other Part containing offered Price i.e. Schedule of fees. The two parts shall be in separately sealed envelopes which shall be placed in a third envelope. All envelopes shall bear EOI No., Job Description & due date clearly written on the same.

Price parts for the qualified bidders shall be opened at a later date in presence of those bidders for which the date of opening shall be intimated.

INTENTION OF EOI:

BCL intends to empanel vendors who are willing to undertake Structural Jobs at different sites and / or in BCL's Workshops. BCL expects to receive orders from different zonal Railways for above jobs. For this purpose the subject Expression of Interest 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 fabrication of heavy structures. The Bidder should meet the Financial & Technical eligibility criteria as given below:

Category A: For Job value upto Rs 20 Crores

Financial eligibility:

The Bidder should have average turnover of **Rs. 6.00 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 16 Crores**. The Bidder should submit from their Banker to this effect along with their offer.

Technical eligibility:

Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **31.07.2018** fulfilling any of the following criteria.

1. Three similar executed works each costing not less than **Rs. 8.00 Cr** OR executed three similar works of Fabrication involving not less than **800 MT** of Fabrication against each such job.
OR
2. Two similar executed works each costing not less than **Rs. 10.00 Cr** OR executed two similar works of Fabrication involving not less than **1000 MT** of Fabrication against each such job.
OR
3. One similar executed work costing not less than **Rs. 16.00 Cr** OR executed one similar work of Fabrication involving not less than **1600 MT** of Fabrication against such job.

Category B: For Job value from Rs 20 Crores 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 32 Crores**. The Bidder should submit from their Banker to this effect along with their offer.

Technical eligibility:

Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **31.07.2018** fulfilling any of the following criteria.

1. Three similar executed works each costing not less than **Rs. 16.00 Cr** OR executed three similar works of Fabrication involving not less than **1600 MT** of Fabrication against each such job.

OR

2. Two similar executed works each costing not less than **Rs. 20.00 Cr** OR executed two similar works of Fabrication involving not less than **2000 MT** of Fabrication against each such job.

OR

3. One similar executed work costing not less than **Rs. 32.00 Cr** OR executed one similar work of Fabrication involving not less than **3200 MT** of Fabrication against such job.

Category C: For Job value above Rs 40 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 48 Crores**. The Bidder should submit from their Banker to this effect along with their offer.

Technical eligibility:

Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending **31.07.2018** fulfilling any of the following criteria.

1. Three similar executed works each costing not less than **Rs. 24.00 Cr** OR executed three similar works of Fabrication involving not less than **2400 MT** of Fabrication against each such job.

OR

2. Two similar executed works each costing not less than **Rs. 30.00 Cr** OR executed two similar works of Fabrication involving not less than **3000 MT** of Fabrication against each such job.

OR

3. One similar executed work costing not less than **Rs. 48.00 Cr** OR executed one similar work of Fabrication involving not less than **4800 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

b) Heavy Structural fabrication work of Steel Bridge Girder or fabrication work of Heavy Industrial Structure or Technological Structures.

- 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.
- 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 Scope of Work in general covers the Fabrication of Bridge Girders, different misc Structures, Bearings, etc for bridges of different spans. Trial Assembly of one of the span in shop/site. The scope of work will include but not limited to the following:

- ✓ The job is to be carried out as per drawings provided by BCL. Preparation of WPS, QAP etc based on drawings issued by BCL and getting approval from BCL's clients or their authorized agency. In case drawing is not supplied by BCL, the party has to prepare drawings & get it approved from BCL's clients through BCL.
- ✓ Procurement & Supply of all input materials required for the job. If the material fails to meet the approved specifications, it will be the Agency's responsibility to arrange for proper replacement. However, in some cases, BCL may supply steel also. In such cases, unloading of steel will be in party's scope.
- ✓ Loading & unloading of all input materials. Getting approval for brand and quality of consumables as per QAP, arranging Welders' qualification tests & getting it approved by BCL's clients or their authorised agency through BCL.
- ✓ The job shall involve making the necessary layouts, templates, jigs & fixtures to complete fabrication work by providing bushes, drifts etc. for drilling, All necessary drifts, nuts & service bolts for trial assembly, necessary processing of raw materials including straightening & cleaning, complete welding as per approved drawing and specification with marking for assembly, testing of welded joints as per technical specification & QAP, trial assembly & dismantling, fabrication and metalising of components (wherever required) including sand/ grit blasting (wherever required) and 3 coats of painting and getting them approved by the client including their authorised inspection agency, loading the fabricated parts to the trailer /truck with proper wooden platform & tying arrangement for dispatch to site will be in Agency's scope. Necessary trailer / truck shall be arranged by the agency for transporting and delivery to site, if decided by BCL.

- ✓ In case of working at site, all fabrication sheds, Labour, Plants & Machineries, handling equipments, welding consumable, cutting gases and other inputs, consumable etc. required for successful completion of the work will be supplied/ provided by fabrication contractor. In case of working at BCL's workshops, the above shall also apply wherever required.
- ✓ The agency has to make necessary arrangements for accommodation, fooding & conveyance of their staff. In case the job is undertaken in BCL's workshop, necessary power & water will be supplied by BCL at a convenient point near the workplace free of cost. The agency will be required to make their own arrangements to connect the same to their machines. In case of site, it will be the sole responsibility of the agency to arrange power & water required for the job.

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 or covered storage space, as available, 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 shall be property of contractor for fabrication of Structures at site. Contractor shall make adequate arrangements to dispose off the same as per instruction of BCL / BCL's customer.

However, in respect of Fabrication at BCL's workshops, all scraps / wastages / off cuts, electrode butts, paint drums, etc to be generated shall be of BCL's property and contractor shall not have any claim in this regard.

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.
- Steel (optional) as per availability at the discretion of BCL.

D. RATE:

1. Rate shall be quoted in percentage of the order value which will be passed on to BCL.
2. The percentage of order value to be claimed by the successful bidder shall include all taxes & duties as applicable.
3. Bidder's quoted rate shall take into account all terms & conditions of this EOI.
4. Price to be quoted as per price bid format.

E. 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 participants 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. 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.

- 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
- 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.

F. 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.

Price Bid of the technically qualified bidders will be opened at a later date. Based on the highest percentage rate quoted by a bidder, the party will be empanelled. Such highest rate will be offered to other technically qualified bidders for their acceptance and if accepted by the bidders, they will also be empanelled. Upon receipt of jobs from customers of BCL, BCL will consider placement of orders on the bidders at the discretion of BCL. Bidders should note that **Bidders quoted rate against this EOI will be the minimum which is to be passed on to BCL. However, the actual percentage of the order value to be retained by BCL will be decided after taking another price bid from the empanelled bidders for obtaining competitive rate on case to case basis and such quoted rates of the bidders should not be less than the rates quoted against this EOI.**

Selected Bidders 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 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.

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 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:

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 Production- In-Charge. The progressive 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.

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.

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 reserves the right to issue dummy orders for those items/ components / consumables against which Stores will issue MRRs. In such case, the contractor has to submit MRRs along with bills for payments.

5) DELIVERY:

Timely decision shall be the essence of contract. Monthly delivery of Fabrication Steelwork, in general, shall not be less than 300 MT. However, the delivery shall be subject to requirements of BCL's customer and accordingly higher delivery targets can be assigned.

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 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.

8) 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 for working at site. However, such wastage / scrap / off-cuts etc shall be the property of BCL for working at BCL's workshop.

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 (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.

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.

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-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.

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) LIQUIDATED DAMAGES:

Timely execution of the job and adhering to the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-execution of the job within the delivery date in the P.O, the LD clause will be imposed @2% per month or part thereof subject to maximum of 10% of the order value.

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.

PRICE BID PART

A) For working at BCL's workshop

SI No	Description	Percentage of Order Value	
		In Figure	In Words
01	Percentage of order value to be retained by BCL		

B) For working at Sites:

SI No	Description	Percentage of Order Value	
		In Figure	In Words
01	Percentage of order value to be retained by BCL		

Note:

Bidder offering highest percentage of order value to be retained by BCL will be considered the successful bidder.

For Braithwaite & Co. Ltd.