EXPRESSION OF INTEREST

EOI NO. : BCL/EOI/Welding Institute/2019-20

Dated 17.01.2020

Expressions of Interest are invited from capable agencies for setting up and running a Metal Workers (Welders) Centre of Excellence (Training Centre to impart expert Welding skills) in BCL as per EOI conditions.

Interested parties should submit the offer against this EOI to Dy. Manager(Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700043 within 21(Twenty one) days i.e. within 06.02.2020 at 14.30 hours. The sealed offers should be submitted in tender box no. 1. The offer shall be opened on 06.02.2020 at 15.00 hours on the same day. Bidders may depute their authorized representative for witnessing the names of the responding parties during opening of offers.

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 as per Price Bid Format. 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.

Any query regarding job requirements may be clarified with prior appointment from DGM(Project), Braithwaite & Co. Ltd, 5, Hide Road, Kolkata, before submission of bid against this EOI. No claim shall be entertained afterwards.

A.0 INTENTION OF EOI:

Braithwaite & Co. Ltd (BCL) is a Heavy Engineering Organization having 3 nos (Three) well equipped workshops along with Laboratory facilities. The products of BCL require extensive welding. Metal Welding Excellence is one of the core competence of BCL. BCL has pioneered many of the development in industrial welding and have always adopted the state of the earth welding technologies for production activities. BCL also possess a talent pool of expert of welding technicians and technologies and is in continuous contact with the welding industries professional bodies and associations all over the world.

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In line with the National Policy for Skill Development and Entrepreneurship - 2015 and Skill India Mission of GOI, BCL feels it as a responsibility to impart excellent welding skills to interested Indian youth so that they could contribute towards making India a modern country. Such training shall place them in a position to face their counterparts in any corner of the world. BCL aims for the capacity of building of Young Metal Workers by providing a training facility to enhance their welding skill development. Moreover, as a large pool of skilled manpower at different levels will be required in the coming years in BCL itself, and for the same Braithwaite is interested in setting up a Metal Workers (Welders) Centre of Excellence (COE).

For above purpose as well as to expand BCL’s business in the filed of Industrial Education & Practical Training, BCL intends to float this expression of interest for selection of an agency who shall act as industry partner and set up, run a Welding Training Institute in the Head Office premises of BCL.

**B.0 CONTENTS OF EOI**

This EOI document consists of:

1. Annexure – I : Scope of Work
2. Annexure – II : Instruction to Bidders
3. Annexure – III : Special Conditions of the Contract
4. Annexure – IV : Price Format

EOI Document can be obtained from Purchase Deptt., Braithwaite & Co. Ltd., 5, Hide Road, Kolkata-700043 during working hours. EOI document can also be downloaded from our website www.braithwaiteindia.com.

Please arrange to submit your competitive offer within the due date.

Thanking you,

Yours faithfully

For **Braithwaite & Company Limited**

Enclo:- As stated.

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SCOPE OF WORK

1. Scope of Agency

1.1 The successful bidder i.e. the selected agency will have the following roles and responsibilities:

a) Decide on requirements of equipment and training facilities and procure the assets, considering the resources and constraints of BCL after discussion with BCL authorities. The agency shall make all investments in this regard.

The following minimum facilities shall have to be put up:

2. MIG-MAG Welding Process - 2 nos.
3. TIG Welding Process - 1 no.
5. Virtual Simulation for Welding covering all 3 process stated at sl. no. 1, 2 & 3.
7. Linear-weld Carriage system for Auto / Semi-Auto weld facility.

b) Set up the Centre of Excellence (hereinafter called as COE) as per applicable standards with adequate infrastructure and faculty. Such COE (Training Centre) shall be in the name of BCL only.

c) Set up systems for counting, registration of students, collection of revenue, procurement, administration and public relations.

d) Take care of all statutory obligations and obtain all necessary licenses, permits and clearances from respective regulatory authorities.

e) Decide and finalize course content and design programs and course calendars accordingly taking into consideration the available capacity of the facility in consultation with BCL.

f) Decide on fee structure, collection mechanisms and nature of Treasury in consultation with BCL.

g) Appoint full time / part time training coordinator, faculty members and other necessary staff to run the operations and administration. Their remuneration / salary to be finalized.

h) Brand and promote the COE in order to fill all vacant trainee seats.

i) Run programs and courses desired and intended by the COE as per applicable standards.

j) Conduct trainee evaluations with focus on employing external / 3rd party evaluations.

k) Issue of certificates through BCL to the successful trainees along with a Certified Welding Inspector (CSWIP 3.1) Certificate in accordance with the ISO / other Industry norms in vogue.

l) Maintain a system to keep track on income and expenditure, Audit and MIS on a transparent manner in consultation with BCL.

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1.2 The scope of the agency will also cover the following:

a. Shall provide the necessary welding equipment required for the centre of excellence.
b. Shall arrange to supply necessary items for the development of the centre of excellence.
c. Shall train the faculty of Braithwaite for capacity building.
d. Shall facilitate in-plant practical training to the trainees.
e. Shall provide institutional know how to run the centre of excellence.
f. Shall facilitate outside training at Customer premises as per mutually agreed terms.
g. BCL and the Industry Partner shall agree to enter into an agreement on a non-exclusive basis.
h. BCL and the Industry Partner shall not do or cause to be done anything derogatory to the reputation of the other.
i. Shall reserve up to 5% of the total strength of any batch for free training to the persons referred by BCL. However, the referral by BCL shall be made on necessity only.
j. The final and detailed scope of work of Industry Partner will be ascertained prior to execution as per a mutual understood MoU to be signed by BCL and the Industrial Partner.

2. Scope of BCL
BCL shall provide the following:

a) Provide space available (approximately 10,000 sq.feet) along with basic amenities viz. Electricity, Security, manpower, water and gas required to run the centre of excellence. Common expenses for above will be shared by both BCL and the Agency (Industry Partner) on mutually agreed basis which shall be finalised during MOU for incorporating the same.
b) Support the training programmes run by Industry partners for the trainees within the premises.
c) Allow industry partners to operate a team of Office bearers within the same premises.
d) Accommodation, Fooding for the Trainees on chargeable basis as per availability.
e) Provision of exclusive metering for assessment of electricity charges..

3. Joint scope for execution

3.1 A committee which shall be known as ‘COE Management Committee (CMC) shall be formed prior to execution which shall comprise of 2 members nominated by BCL and 2 representing by the Industry partner. This committee will be entrusted with the responsibility of attaining the objectives of the MoU (the MOU shall be drawn at appropriate stage) and Management of the daily affairs within the purview of the MoU.

3.2 Both the parties shall undertake on behalf of themselves as well as their respective sub-contractors, employees, representatives, associates etc. to maintain strict confidentiality of all the information and data exchanged / generated pertaining to the work/ activity under the MoU for any purpose other than that specified in the MoU.

Signature of the Bidder with date and Seal

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INSTRUCTION TO BIDDERS

1.0. MODE OF SUBMISSION OF OFFER

1.1. Offer shall be submitted in two parts (Part – I : Techno-Commercial Bid and Part – II : Price Bid ) each in separate sealed envelopes.

1.2. Both the envelopes to be placed in third envelope and EOI No., Due Date & Time shall be superscribed on each envelope.

1.3. Envelopes shall be addressed to Dy. Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road. Kolkata – 700043.

2.0. CONTENT OF BIDS

2.1. Techno Commercial Bid shall contain the following :-

   a) Documentary evidence in support of qualifying requirement.
   b) P. F., ESI & GST registration certificate.
   c) Trade License from concerned authorities.
   d) PAN
   e) Scope of Work, Instruction to Bidders and Special Terms and Conditions duly signed by the bidder on each page as a token of acceptance in to-to are to be returned with Techno Commercial Bid.

2.2. Price Bid shall contain the following :-

   a) Price Format duly filled and signed

3.0. RATES

3.1. Rate is to be quoted as per Price Bid Format. Bidder shall quote rate in % for the profit to be shared with BCL on quarterly basis.

3.2. Respective parties i.e. the selected agency and BCL shall bear respective taxes & duties pertaining to their costs as decided mutually. Accordingly, the quoted rates of the shall be exclusive of taxes & duties.
4.0. QUALIFYING REQUIREMENT

The bidder shall meet the following conditions of eligibility and submit the relevant documents along with Techno commercial Bid:

**Financial Eligibility:**

The bidder should have average annual turnover of **Rs. 300 lakh** during last three years ending on 31.03.19. Bidder must have earned net profit in any of the last three years ending on 31.03.19 and should have positive net worth as on 31.03.2019.

Audited Balance Sheet and Profit & Loss accounts for last three financial years ending 31.03.19 need to be submitted in support of above requirement.

**Technical Eligibility:**

1. Experience of having successfully setting up at least 2 nos. Centre Of Excellence for Welding / any Welder Training facility in Govt. Establishments or in PSUs or in reputed Private organisations during last 07 (seven) years ending on 31.12.2019.

The bidder should submit copies of Work Order / Purchase order & completion certificates / documents in support of above.

2. The bidder should be engaged in the business of Welding equipments/ accessories and should have associations with reputed welding institutes / IS / BIS or similar organisations.

3. The bidder should have registration with PF, ESIC & GST. Copies of the same are to be enclosed with the Techno-commercial Bid.

4. The bidder should have qualified teachers and staff for operating the welding institute. Compliance to be submitted
5.0. **TERMS & CONDITIONS**

5.1. **Compliance of Statutory Acts / Rules**: The agency shall comply with provisions of Laws & Rules in force from time to time which will be applicable for the work and also that may be introduced in future and keep BCL indemnified from any client or authority.

5.2. **Arbitration**: All questions, disputes or differences whatsoever arising between the BCL and agency in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint any officer of the company as arbitrator under the Arbitration & conciliation Act 1996 & amendments thereof. Any legal dispute that may arise will be settled within the jurisdiction of Courts of Kolkata.

5.3. **Procedure for Payments**: After signing MOU with the selected agency, an Escrow account exclusive for this contract shall be opened having joint signatories. Payment of BCL and selected agency shall be made from this Escrow A/c to the respective accounts of both the parties under standing instructions.

6.0. No e-mail / FAX quotation will be accepted.

7.0. **Offer can be submitted either as Single entity or on Consortium basis. Bidders to note the conditions for submission of offer on Consortium basis.**

8.0. Bidders sending offer by post will do so, solely on their own risk and BCL will not be responsible for any loss in transit or postal delay.

9.0. Incomplete offer or offers submitted with condition(s) at variance with Special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.

10.0. In the event of BCL’s office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 2.30 P.M. on the next working day of Braithwaite & Co. Ltd. and will be opened at 3.00 P.M. thereafter in presence of such bidder who may like to be present.

11.0. The successful bidder (i.e. agency) should strictly abide by rules, regulations, and instructions issued from time to time in respect of all matters.

12.0. The safety of men and material will be sole responsibility of the agency and BCL shall in no way be held liable for any damage or loss to the property or injury to any person or to any third party including the same of BCL’s customer. Agency to take all the measures in respect of compliance of all safety & statutory requirements.

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13.0. All records and registers under the relevant statute will be maintained by the agency and submitted for inspection by BCL / Statutory authorities, whenever required.

14.0. All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.

15.0. Each and every page of the tender document should be signed by the bidder and returned with the Techno Commercial Bid as a token of acceptance.

16.0. **Conditions for submission of offer on Consortium basis:**

I. The tenders for this contract will be considered only from those tenderers (Proprietorship firms, Partnerships firms, Companies, Corporations, Consortium) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause (C) Qualifying Criteria of this Tender.

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 Tender.
   (c) The Tender Form shall be purchased and submitted only in the name of the Consortium and not in the name of any of the constituent member.

III. Traditional Wagon builders or bidders who shall have a conflict of interest in the opinion of BCL are not eligible to participate in this tender. All bidders found to have a conflict of interest shall be disqualified.

IV. EMD shall be submitted in the name of Consortium or in the name of Lead Member of the Consortium, if the member of the Consortium intend to.

V. 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 tender submission. The bidder should submit undertaking to this effect.

VI. 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).

VII. A copy of Memorandum of Understanding (MOU) executed by the Consortium members shall be submitted by the Consortium alongwith the Tender. 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.

VIII. Once the Tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the Tender. In case the bidder fails to observe / comply with this stipulation, the full EMD amount shall be forfeited.
IX. 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 Tender to be invalid.

X. 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.

XI. 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 Tender.

XII. On issue of contract to a Consortium, a single Performance Guarantee shall be submitted by the Consortium as per tender 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.

XIII. 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.

XIV. 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 Tender. BCL will not take the responsibility to apportion the payment among the members of the Consortium.

XV. 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.

XVI. Governing Law: - The Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

XVII. Authorized member: - Consortium members shall authorize one of the members on behalf of the Consortium to deal with the Tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done and similar such action in respect of the said tender / contract. All notices / correspondences with respect to the tender / contract shall be sent only to this authorized member of the Consortium.
XVIII. 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 tender / contract.

XIX. Documents to be enclosed by the Consortium along with the tender:

(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.

XX. 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 in Techno-commercial Bid.

Bidders have to submit the Integrity Pact Document (as per Annexure A) along with Credential Part.

For Braithwaite & Company Limited,

TENDERER’S SIGNATURE : ..............................................
DESIGNATION : ..................................................
DATE : ..................................................
COMMON SEAL
1.0. EXECUTION OF THE CONTRACT

1.1. Appropriate cleanliness, Industrial peace and discipline have to be maintained by the agency and all outside and local problems have to be tackled by the agency. BCL shall not be concerned with these matters in any way.

2.0. BCL management reserve the right to issue corrigendum / amendment to the tender / purchase order without assigning any reason whatsoever and the bidder will be bound to accept the same.

3.0. BCL management reserves the right to terminate the contract at any stage in case poor performance / non-performance or if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the bidder. Generally, 20 days notice shall be given for termination.

4.0. In case the offer is not accepted by BCL, the tenderer shall not be entitled to claim any cost, charges, expenses made for submission of offer.

5.0. Period of Contract shall be initially for 2 years which can be extended for further 1(one) year on mutual consent basis at mutually agreed enhanced rates.

6.0. Method of Evaluation & Placement of orders

On the basis of offers received against this EOI, Price Bids of the Techno-commercially qualified bidders shall be opened and H1 bidder shall be considered for award. MOU shall be executed with the successful bidder. H1 bidder shall be the party who has quoted highest % rate in the price bid. The decision of BCL shall be final and binding to all the bidders and shall not be a subject matter of dispute.

For Braithwaite & Co. Ltd
## Annexure – IV

### PRICE BID FORMAT

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Quoted Rate (Excluding taxes &amp; duties)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Profit in % to be shared and to be passed on to BCL on Quarterly basis</td>
<td>In Figure</td>
</tr>
</tbody>
</table>

TENDERER’S SIGNATURE :.............................................

DESIGNATION :.............................................

DATE :.............................................

COMMON SEAL