MINISTRY OF RAILWAYS
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EXPRESSION OF INTEREST

EOI NO. : BCL/EOI/Cranes/2019-20 Dated 22.11.2019

Expressions of Interest are invited from capable vendors for empanelment & execution of i) Manufacturing of cranes including erection & commissioning at sites ii) AMC with or without operation of cranes/Upgradation/Repair & Rehabilitation of Cranes at different sites 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 12.12.2019 at 14.30 hours. The sealed offers should be submitted in tender box no. 1. The offer shall be opened on 12.12.2019 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 One Part i.e. Techno-commercial bid only containing covering letter with credentials/documents as required. The envelope shall bear EOI No., Job Description & due date clearly written on the same.

Price Bids shall be invited from the empanelled vendors only later on on case to case basis.

Any query regarding job requirements may be clarified with prior appointment from Chief Manager (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) intends to expand its business in the area of Crane manufacturing and AMC, Repair etc. of cranes. For effective execution, BCL intends to empanel vendors for carrying out such jobs expeditiously immediately on receipt of orders from BCL’s customers. For this purpose, the subject Expression of Interest (EOI) is invited.
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

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.
SCOPE OF WORK

1. 1.1 The successful bidder will be solely responsible to execute the order of i) Design (optional), Manufacturing of new Cranes including its erections & commissioning and / or ii) AMC with or without operation of Cranes / Upgradation / Repair & Rehabilitation of Cranes. It is expected that most of the cranes will be EOT Cranes of various capacities. However, BCL reserves the right to consider for award to the empanelled vendors for other types of cranes also.

The following methodology for new cranes will generally be adopted during execution (but not limited to these only):

- Fabrication of Crane Girders and associated steel structure at BCL’s workshop by bidder’s appointed vendors..
- Procurement & supply of different electrical & mechanical items by the bidder at BCL’s workshop for control assembly.
- Total Assembly of Crane along with different items including painting to be done in BCL’s workshop for inspection & clearance by the bidders workmen.
- After inspection & clearance by BCL’s customer / nominated inspection agency, dismantling of the same and despatch to site in transportable lots by the bidder.
- Erection & successful commissioning of the crane at BCL’s customer’s site by the bidder.

However, the above methodology of execution is tentative and will depend on case to case basis depending upon BCL’s customers requirements for which the scope will be discussed with the bidder at appropriate stage before invitation of price bids.

1.2 The following will also be included in the scope of successful bidder:-

a) To carry out design and drawing work wherever required for the above jobs. Besides, it may also be required to prepare working drawings based on BCL’s customers basic design - drawings. Other technical details like Bill of Materials, QAP, WPS, Test Procedures, Scheme & drawings for trial assembly has to be carried out by the bidder.

b) Deployment of sufficient number of manpower to meet the completion schedule of the order placed / to be placed by BCL’s customer.

c) Deployment of all machineries and equipments including tools and tackles for completing the job to be awarded by BCL as per schedule. While working in BCL’s workshop, the plants & facilities as available for deployment for the job will be made available to the bidder by BCL.

d) To provide all consumables like, electrodes, paints, cutting gases etc. required for carrying out the work at bidder’s own cost and risk.
e) Supply of Raw materials such as Steel, Plate, Structural steel etc. by the bidder.

However, BCL also reserves the option to procure & supply Raw Steel to the bidder for execution of the work of new cranes only. In such case, after award to the successful bidder, BCL reserves the right to execute a separate agreement with the bidder at mutually agreed terms & conditions.

f) Supply of other bought out items, as required for the work.

g) All items & jobs related to site works.

h) Bidder shall arrange to provide furnished office facility & local transport facilities for BCL officials / staff at his cost at respective sites during execution of the jobs to be entrusted to them from time to time.

i) Any other activities required as per terms and conditions of BCL / BCL’s customer. The above job descriptions are for guidance only and actual job involvement will be as requirement of BCL’s different customers.

2. To coordinate with other statutory authorities for compliance of statutory requirement in respect of Taxes / Duties/ Levies whether Central / State / Local including Labour laws during execution of the job.

3. Any / all other expenses incurred during execution of the job will be borne by the successful bidder and BCL will not be responsible for the same.

______________________________
Signature of the Bidder with date and Seal
INSTRUCTION TO BIDDERS

1.0. MODE OF SUBMISSION OF OFFER

1.1. Offer shall be submitted in One part (Part – I) : Techno-Commercial Bid in separate sealed envelope.

1.2. The envelope shall bear EOI No., Due Date & Time superscribed on the envelope.

1.3. Envelope 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. ISO 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.

3.0. RATE

3.1. Rate shall be invited later on case to case basis.

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:**

1. The bidder should have average annual turnover of Rs. 1.80 Crore 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.

2. Besides above, the bidder should also submit Solvency Certificate of Rs. 2 Crore from their banker for establishing their investment capacity.
**Technical Eligibility:**

1. Experience of having successfully executed / executing similar works (defined below) during last 07 (seven) years ending on 31.10.2019 fulfilling any of the following criteria.

   Three similar works each costing not less than Rs. 2.49 Crore **OR** three similar works of quantity not less than 4 nos. against each such job.

   **OR**

   Two similar works each costing not less than Rs. 3 Crore **OR** three similar works of quantity not less than 5 nos. against each such job.

   **OR**

   One similar work costing not less than Rs. 4.80 Crore **OR** one similar work of quantity not less than 8 nos. against such job.

   The term “similar works” means works of following nature:

   a) Manufacture & Supply of new cranes of capacity not less than 10 MT.

   **OR**

   b) AMC of cranes not of capacity not less than 5 MT.

   **OR**

   c) Repair / Revamping / Upgradation of cranes of capacity not less than 5 MT.

2. The bidder should also have experience in Design of cranes during last 5 years ending on 31.10.19.

   The bidder should submit copies of Work Order / Purchase order & completion certificates / documents that the bidder has successfully executed the job and fulfilling the above technical eligibility condition. In case of running order, jobs executed till 31.10.19 shall be considered.

3. The bidder should have valid ISO:9001:2008 accreditation. Copy to be enclosed along with Techno-commercial bid.

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

**5.0. TERMS & CONDITIONS**

5.1. **Payment Terms:** - All payments shall be released after receipt of corresponding payments from BCL’s customer. The deductions to be made from BCL’s bills by its customer shall be applicable to the bidder. Stage payments as will be permitted in the contract between BCL & its customer shall generally be considered except for Advance payments. Bills to be submitted by the successful bidder should contain relevant documents. Bills should be GST compliant.
5.2. **Income Tax**: - Income Tax, as applicable, will be deducted at the prevailing rates from the bill of contractor and any increase in Income Tax or Surcharge thereto will be borne by Contractor.

5.3. **Compliance of Statutory Acts / Rules** : - The contractor shall comply with provisions of Laws & Rules in force from time to time which will be applicable to contract workmen including (a) Contract Labour (Regulation & Abolition) Act 1970 Contract Rules 1971 (b) Payment of Bonus Act 1948 (c) ESI Act 1948 (d) Workmen Compensation Act 1923 (e) Factory Act 1948 and (f) Central Minimum Wages Act and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may raise by reason of his default either wishfully or by ignorance.

The contractor shall also comply with the rules & regulations of “Shramik Kalyan Portal” wherever required.

5.4. **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 / receipt 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., a levy of 1.5% per month on period of delay shall be recovered from the contractor.

(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.

5.5. **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 / receipt 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:**
In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% 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.

MSE vendors may opt for submission of S.D. or PBG as per their choice.

5.6. **Arbitration**: All questions, disputes or differences whatsoever arising between the BCL and contractor or 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 not below the rank of a General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

5.7. **Validity of Empanelment**: The empanelment against this EOI shall remain valid for 2(Two) years from the date of empanelment. BCL reserves the right to extend the period of validity for further one year subject to satisfactory performance. Bidder's quoted rate against this EOI should remain valid till such time.

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

7.0. 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.

8.0. 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.

9.0. 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.

10.0. The successful bidder (i.e. contractor) should strictly abide by rules, regulations, and instructions issued from time to time in respect of all matters.
11.0. The safety of men and material will be sole responsibility of the contractor and BCL shall in no way be held liable for any damage or loss to the property or injury to the men of the contractor to any third party including the same of BCL’s customer. Contractor to take all the measures in respect of compliance of all safety & statutory requirements.

12.0. The contractor shall indemnify BCL against damage or loss to the property and injury to the workmen of the contractor when such damage, loss or injury is on account of any act on the part of contractor or his men.

13.0. If a contractor fails to carry out his duty to the satisfaction of BCL / its customer, it shall be open to BCL to engage other persons / contractor without any notice to the contractor and also to cancel the contract without assigning any reason and any loss or additional expenses incurred by the company will be borne by the contractor.

14.0. All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection by BCL / Statutory authorities / BCL’s customer, whenever required.

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

16.0. It would be responsibility of the successful contractor to deduct and deposit employee’s contribution, employer’s contribution of provident fund and other related charges as per act and to deposit the same directly to P.F. authority as well as ESI will be deposited to the respective authority and due particulars will be furnished to BCL before releasing of next payment. BCL authorities shall not entertain disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.

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

For Braithwaite & Company Limited,

TENDERER'S SIGNATURE :...........................................
DESIGNATION :..............................................
DATE :......................................................
SEAL
SPECIAL CONDITIONS OF CONTRACT

1.0. GENERAL

1.1. Successful bidder shall engage workmen having sufficient experience. Number of manpower for the contract is to be decided mutually between BCL and the contractor. Supervision will be on contractor’s account.

2.0. CONTRACTOR’S RESPONSIBILITY

2.1. Deployment of sufficient number of skilled / un-skilled man power to achieve the completion of job within the specified time. Number of manpower to be deployed shall be decided in consultation with BCL management.

2.2. Qualified welders should be deployed to execute the work.

2.3. To arrange inspection at all stages as required by BCL’s customer. It will be his responsibility to contact BCL officials to arrange timely inspection to ensure timely completion.

2.4. To maintain records / Log Books and relevant documents for inspection and compliance of ISO: 9001: 2008 quality system.

2.5. Contractor will be responsible for safe custody of raw materials, consumables, Tools & Tackles etc. brought to the site by them and BCL will have no liability for loss / damage to the same. Under no circumstances report of pilferage will be entertained and in the event of such incident, the cost of materials lost, if any, will be borne by the contractor.

2.6. Proper stacking of materials, House Keeping, and Shop Cleaning of the workplace shall be done.

2.7. To carrying out running maintenance of Plant & Machineries which will be used by their workmen at their own cost.

2.8. To arrange Tools & Tackles such as Hand Grinding Machines, Pneumatic Chipping Gun / Chisel, consumables for Plasma cutting machine like contact tip & nozzle, Gas Cutting Accessories, Hammers etc. and all safety items (Boiler Suit, Hand Gloves, Helmets etc.) as applicable to respective workmen.

2.9. To maintain liaison, co-ordination and monitoring with BCL so that latest version of approved Drawings / WPS/QAP are available at work site and work is carried out accordingly.

2.10. To hand over all the documents related to billing to BCL to enable them to submit the bill.

2.11. Contractor shall ensure for smooth execution of the contract.
3.0. BCL’S RESPONSIBILITY

3.1. Supervision & monitoring at every stage of work.

3.2. To deal with customer in all contractual, technical matters.

3.3. Supply of raw steel (optional) as per mutually agreed terms.

3.4. Any other scope if decided on case to case basis.

4.0. COMPLIANCE TO THE STATUTORY LAWS & RULES

4.1. The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as :-

b) Payment of Bonus Act 1948
c) Payment of Gratuity Act 1972
d) ESI Act 1948
e) Workmen Compensation Act 1923
f) Factory Act 1948
g) Central Government Minimum Wages Act
h) Employees Provident Fund & Misc. Provision Act 1952
i) Provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may arise by reasons of contractor’s default either willfully or by ignorance.

5.0. STOPPAGE OF WORK

5.1. Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of BCL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.

6.0. EXECUTION OF THE CONTRACT

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

6.2. Standard engineering practice (such as slag cleaning, spatter cleaning, grinding, chipping, reaming, use of current, voltage as per WPS, maintaining dimensional tolerance as per product requirement etc.) and specific advice by BCL / BCL’s customer are to be duly taken care of even if those are not specifically covered in the tender.
7.0. BCL management reserve the right to issue corrigendum / amendment to the tender / purchase order without assigning any reason whatsoever and the bidder / contractor will be bound to accept the same.

8.0. 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.

9.0. Past performance of the supplier will be taken into consideration at the time of finalizing the order. BCL management reserves the right to ignore the offer of the bidders whose past performance is not satisfactory.

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

11.0. All other terms and conditions of the contract will be as per the General Conditions of Contract attached herewith.

12.0. BCL may award to the bidder at its discretion considering back-to-back terms of BCL’s customer wherever deemed fit.

13.0. **Method of Evaluation & Placement of orders**

   Based on submitted documents, BCL’s technical committee will finalize the names of qualified vendors to be empanelled. The empanelment against this EOI shall remain valid for 2(Two) years from the date of empanelment. BCL reserves the right to extend the period of validity for further one year subject to satisfactory performance.

   Upon receipt of jobs from customers of BCL, BCL will invite price bid from the empanelled bidders for obtaining competitive rate on case to case basis against this EOI and accordingly, placement of order on successful bidder will be finalized maintaining price evaluation criteria to be specified in the respective cases.

   For Braithwaite & Company Limited,

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

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

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

   SEAL : ........................................