
EXPRESSION OF INTEREST

Expression of Interest (EOI) is invited for hiring of individual experts having expertise in Bridge Design / Crane Structural Design / Crane / Material Handling Equipment (MHE), and Crane Electrical Design / Health Inspection.

Interested individuals should submit the offer against this EOI to GM-Projects (D&D), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700043 within 30(Thirty) days from the date of Advertisement up to 14.30 hours. The sealed offers should be submitted in tender box no. 1. The offer shall be opened on 29.06.2020 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 i.e. fees of expertise. The two parts shall be in separately sealed envelopes which shall be placed in a third envelope. All envelopes shall bear EOI No., Date and 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 GM-Projects (D&D), Braithwaite & Co Ltd, 5, Hide Road, Kolkata, before submission of bid against this EOI. No claim shall be entertained afterwards.

A) INTENTION OF EOI:

This EOI is intended to help Braithwaite & Co. Ltd. (BCL) pre-identify individual experts that may be hired to engage in specialized Technical work for Crane, Material handling equipments (MHE) such as Stacker, Reclaimer, Paddle Feeder, Wagon tippler, and structural health Inspection for Steel bridge, building and technological structure with associated civil works like concrete decks, approach road, piers and foundations etc in the future. For this purpose, the subject ‘Expression of Interest’ (EOI) is invited.

B) DESIRED REQUIREMENTS OF EXPERTS:

Being a ‘pre-identified Expert’ is not a guarantee for work with BCL; rather it means that interested individual/Expert may become part of a short-list of Experts who may be contacted and considered to provide targeted assistance to BCL as specialized needs emerge at short notice. Such empanelled experts shall be paid fees on per day basis. All other expenditures viz travel, fooding, lodging, etc shall be borne by BCL on actual cost basis subject to max. limit as per BCL rules for visits to various sites.

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The Expert will be evaluated for short listing inter-alia, based on their past experience of handling similar types of jobs, technical qualification, and individual interview assigned to each of the criteria in EOI. This tender calls for Experts from the following domains with Expertise mentioned below in Para C, D, E & F, to get empanelled for a period of 2 years, extendable up to a further twelve months subject to satisfactory performance. The experts will be engaged for executing specialized tasks for which skills are either not available within the staff of the BCL or where the nature of job is specific and time-bound. Detailed terms of references for engagement will be drawn up in each case and agreed to between the Expert and BCL prior to award of job.

C) Civil / Structural Design Engineer (Bridges) and Health Inspection Expert:

1.0 Civil Engineering graduate with more than 10 years experience in Design/Erection & Supervision and estimation of: Civil Foundations for Bridges, Pier construction, Deck Concrete, Approach Roads, Embankments, Building and technological structures. He should have knowledge with the latest national / international codes, relevant for the job. The expert have been the key player in the appropriate domain of 3 (three) such projects, the bridge span exceeding 20 meter, no of spans exceeding 2(Two). Retired persons from well known construction companies / free lancing experts in the relevant field shall be preferred.

2.0 Civil Engineering graduate with more than 10 years experience in design/erection & supervision and estimation of: Steel bridges, Bridge Bearings, Bridge Launching scheme, and Launching. He should be knowledgeable with the latest national / international codes, relevant for the job. Should have been the key player in the appropriate domain of 3 (three) such projects, the bridge span exceeding 20 meter, no of spans exceeding 2(Two). Retired persons from well known construction companies / free lancing experts in the relevant field shall be preferred.

D) EOT Crane / ELL crane / MHE Structural Designer and Health Inspection Expert:

1.0 Mechanical / Civil Engineering graduate with more than 10 years experience in design, erection supervision and estimation of: EOT Crane Structural, Rope-Drum- Sheave systems, Trolleys, End carriages, Runways, Supports. He should have expertise in leading Track Alignment operations also. He should be Capable of structural analysis, and residual life analysis. He should have knowledge with the latest national / international codes, relevant for the job. The Expert should have been the key player in the appropriate domain of 3(three) such projects, the Crane span exceeding 20 meter, Main Hook Capacity exceeding 100 Tons. Retired persons from well known EOT / ELL Crane manufacturing companies / Design houses / free lancing experts in the relevant field shall be preferred.

E) EOT Crane / ELL crane / MHE Mech Designer and Health Inspection Expert:

1.0 Mechanical Engineering graduate with more than 10 years experience in design, modification and estimation of: EOT Crane equipments, Gear Boxes, Brake assemblies, Hook Block etc. He should have sufficient field knowledge about existing equipment suppliers, their capabilities also. Capable of conducting pre-despatch inspections at the facilities of various vendors, coordinating with Electrical designers in identifying and integrating electrical components like panels, motors, drives appropriately. He should have knowledge with the latest national / international codes, relevant for the job.

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The Expert should have been the key player in the appropriate domain of 3(three) such projects, the Crane span exceeding 20 meter, Main Hook Capacity exceeding 100 Tons. Retired persons from well known EOT / ELL Crane manufacturing companies / Design houses / free lancing experts in the relevant field shall be preferred.

**F) EOT Crane / ELL crane / MHE Electrical Designer and Health Inspection Expert:**

1.0 Electrical Engineering graduate with more than 10 years experience in design, modification and estimation of: EOT Crane drives including VFD, panels, Motors, Contactors, Resistance Boxes, PLC controls, cabling and DSL. He should have sufficient field knowledge about existing equipment suppliers, their capabilities also. He should be capable of conducting pre-despatch inspections at the facilities of various vendors, coordinating with Mechanical equipment designers in integrating electrical devices with mechanical equipments appropriately. He should be knowledgeable with the latest national / international codes, relevant for the job. Should have been the key player in the appropriate domain of 3(three) such projects, the Crane span exceeding 20 meter, Main Hook Capacity exceeding 100 Tons. Retired persons from well known EOT / ELL Crane manufacturing companies / Design houses / free lancing experts in the relevant field shall be preferred.

**G) SCOPE OF WORK AND TERMS & CONDITIONS:**

1. The services of the Empanelled Engineers will be summoned for a prefixed number of days in HQ office or at various sites. They shall be paid fees on per day basis for the deployed days for rendered services in our Head Office, Kolkata or at sites / customer premises. Reimbursement of actual costs or arrangement by BCL towards to and fro 3AC/2AC rail or air tickets, road travel, fooding and lodging during their entire travel period shall be separately made subject to max. limit of BCL rules. The notice time may be less than 7 days but not less than 2 days. Notice time is inclusive of holidays / Sundays.

2. Their output will be certified by the controlling engineer of BCL, based on which only payment shall be effected.

3. For each duty assigned, the concerned Engr-In-Charge of BCL shall define the key deliverables as record for the duty to be performed, to which the empanelled engineer shall agree to before taking up the work.

4. Empanelled Expert shall be responsible for the correctness of his work and shall have to coordinate with concerned vetting /inspecting authorities to get their output vetted/ accepted. Necessary logistics and meetings shall be arranged by BCL.

5. Usually jobs assigned shall be to provide basic design, block estimation for tendering, detailed engineering solutions, BOQ preparation, QAP preparation, specification formulation, site inspections (In case of EOT Cranes) for health assessment/ retrofit feasibility study/uprating feasibility study/ repairs/ replacements / erection stage inspections / site supervisions of erection; and (in case of Bridges) for erection stage inspections / site supervisions of construction/launching.

6. Necessity of their presence in engineering meetings with the Clients of BCL may also be required, for which also they shall be paid.

7. Empanelled Experts shall possess own Life insurance coverage with accident benefits, and medical insurance. Only first Aid shall be arranged by BCL. Off duty period due to sickness during assignments shall not be considered for payment.

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8. TDS will be deducted from the payment as per rule. Other deductions, if any, will be made as per rule.

H) OTHER TERMS & CONDITIONS:

1. Experts desirous of empanelment shall furnish their offer along with copies of all testimonials in support of their qualifications and experience. BCL may also demand to check originals / verify from authorities if necessary.
2. Experts should quote for their fees as per Price Bid Format.
3. BCL reserves the right to negotiate fees / counter offer fees if necessary as per discretion of BCL.
4. The empanelled experts shall have to sign an Integrity Pact with BCL as per enclosed format.
5. For design/ detailed engineering works etc the applicable days shall be settled on a case to case basis considering the quantum of works and the volume of assistance which shall be provided by BCL.
6. Experts who are illegible as per EOI conditions but associated with BCL’s competitors may not be considered for empaneling.

7. Besides, the bidders should also meet the following criteria:
   i) Should be based in and around Kolkata.
   ii) Should be physically fit and have sound health.

I) ELIGIBILITY CONDITIONS & DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER:

The bidders should submit the following documents along with the Techno-Commercial part of their offer:

- Covering letter which should indicate the interest by the bidder for taking the job as per scope of work. Documents as required in the EOI. An unconditional acceptance of terms & conditions of the EOI shall also to be submitted.
- Credential Profile along with addresses & contact details.
- Certificates from any organization in respect of performance / achievements, if any.
- PAN & IT Returns for last three years ending on 31.03.2019.
- Depending on eligibility, single person can apply against multiple domains also.

J) EVALUATION OF OFFERS & METHOD OF SELECTION:

The offers shall be evaluated mainly on technical suitability. The fees of eligible experts may be negotiated or counter offered as per discretion of BCL. All evaluation & empanelment shall be at the discretion of BCL, which shall be binding to all Bidders.
K) Price Bid (i.e. Fees for Expertise)

The Price Bid i.e Fees for Expertise to be quoted by the bidders shall in the format given hereunder. The fees of expertise to be quoted shall take into consideration of all terms & conditions of this EOI. There shall be no conditions in the price bid.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of job expertise</th>
<th>Fees per day (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1)</td>
<td>Civil / Structural Design Engineer (Bridges) and Health Inspection Expert as per Para(C), 1.0 of the tender document.</td>
<td></td>
</tr>
<tr>
<td>A.2)</td>
<td>Civil / Structural Design Engineer (Bridges) and Health Inspection Expert as per Para(C), 2.0 of the tender document.</td>
<td></td>
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<tr>
<td>B)</td>
<td>EOT Crane / ELL Crane / MHE Structural Designer and Health Inspection Expert (Mechanical &amp; Civil Engineering) as per Para(D) of the tender document.</td>
<td></td>
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<tr>
<td>C)</td>
<td>EOT Crane / ELL Crane / MHE Mechanical Designer and Health Inspection Expert (Mechanical Engineer only) as per Para(E) of the tender document.</td>
<td></td>
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<tr>
<td>D)</td>
<td>EOT Crane / ELL Crane / MHE Electrical Designer and Health Inspection Expert (Electrical Engineer only) as per Para(F) of the tender document.</td>
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</tbody>
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Note: Price Bid shall be submitted as per above format separately.
INTEGRITY PACT DOCUMENT
(TO BE EXECUTED IN PLAIN PAPER)

INTEGRITY PACT
Between
The Braithwaite & Co. Ltd. (BCL) hereinafter referred to as “The BUYER”, and
________________________________________ hereinafter referred to as “The Bidder/Contractor”.

Preamble
The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for
_________________________________________________________
_________________________________________________________
_________________with
the successful bidder (s), as per organizational systems & procedures. The BUYER values full
compliance with all relevant laws and regulations, and the principle of economical use of resources
and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

In order to achieve these goals, the Principal cooperates with renowned international Non-
Governmental Organization “Transparency International” (TI). Following TI’s national and
international experience, the Principal will appoint an External Independent Monitor who will
monitor the tender process and the execution of the contract for compliance with the principles
mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to
observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with
the tender for, or the execution of a contract, demand, take a promise for or accept, for
him/herself or third person, any material or immaterial benefit which he/she is not legally
entitled to.

b) The Principal will, during the tender process treat all Bidders with equity and reason. The
Principal will in particular, before and during the tender process, provide to all Bidders the
same information and will not provide to any Bidder confidential/additional information
through which the Bidder could obtain an advantage in relation to the tended process or the
contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal
offence under the relevant Anti-Corruption Laws of India, or if there be a substantive
suspicin in this regard, the Principal will inform its Vigilance Office and in addition can
initiate disciplinary actions.

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Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.

(b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

© The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(a) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent mega advice.
3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder the damages equivalent to the amount equivalent to Earnest Money Deposit or Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage that the amount of liquidated damages, the Bidder Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 – Previous Transgression**

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tenders processor the contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders / Contractors**

(1) The Bidder/ Contractor undertake to demand from all subcontractors a commitment it conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidders / Contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 – External Independent Monitor/ Monitors**

*(three in number depending on the size of the contract)*

(to be decided by the Chairman of the Principal)

(1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this infatuation directly to the Central Vigilance Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Official Seal)
Place: __________________
Date: __________________

For the Bidder / Contractor
( Official Seal)
Witness: 1. __________________
2. __________________