

**KEL ELECTRICAL MACHINES LIMITED
MATERIALS MANAGEMENT DEPARTMENT
BEDRADKA POST, KASARAGOD – 671124, KERALA
mailto: sijiil@bheleml.com**

NOTICE INVITING EXPRESSION OF INTEREST

EOI No. AMC-PC/2021-22/03

Date: February 11, 2022

Expression of Interest (EOI) is invited from the reputed Firms/Companies/Agencies having inline experience, Provident Fund Registration Certificate, Service Tax Registration Certificate, valid Income Tax PAN for providing services for the following work(s) at various Zones/Divisions of Indian Railway.

“Annual/Comprehensive Maintenance Contract including Operation & Manning of 500 kVA DA Sets of EOG Power Cars”

A Pre-Bid Agreement valid for six months (extendable on mutual agreement, thereafter) shall be executed with the shortlisted agencies participated in the EOI, and Contracts shall be awarded on the agencies to through separate Bidding.

Interested parties are requested to submit their EOI in the prescribed format along with all supporting documents/credentials, along with suggestions/deviations.

For detailed information; please visit our websites: www.keleml.com

Last date of submission of EOI: up to 4:00 P.M. of 28/02/2022

Head (Materials)

Address for communication:

Postal address:

Head (Materials Management Department)
KEL Electrical Machines Ltd.
Bedradka Post, Kasaragod - 671124
Kerala
India

Contact:

Sijil KK/Head (Materials) - 9447739996

Rajesh AN/Head (Marketing) - 9895751799

INTRODUCTION

Brief about KEL Electrical Machines Limited

KEL Electrical Machines Limited (KELEML) was incorporated on January 19, 2011 as BHEL EML, as a Joint Venture between Bharat Heavy Electricals Ltd. (BHEL) and Government of Kerala, by acquiring the Kasaragod Unit of Kerala Electrical & Allied Engineering Company Ltd. Pursuant to NITI Aayog recommendations, the Company was taken over to the Govt of Kerala and the name is changed to KEL Electrical Machines Ltd.

It is an ISO-9001 certified company.

The Product Profile include General/Special Purpose Alternators and Diesel Generator Sets catering to various prestigious segments like Railway, Defence, Micro-Hydel, Alternate/Non-conventional Energy, etc.

One of the prominent Stores being supplied to Indian Railway is the 500 kVA DA Set. As the population of the DA Sets increase in the Railways, the requirement of proper maintenance and upkeep, including operation has become one of the major revenue earning for the RDSO Approved Company.

Purpose/Objective:

KEL EML has been operating Annual/Comprehensive Maintenance Contracts for the 500 kVA DA Sets in EOG Power Cars in various Zonal/User Railways, including Operation and Manning of the Systems.

In this regard, KEL EML is looking forward to outsource the contracts for better cost, quality control and timely execution with an objective to retain the safety ingredient and reliability of equipment of Indian Railways. The shortlisted agencies shall be approved for participation in bidding for AMC contracts of Railways, for a period of six months (extendable on mutual agreement, thereafter).

Note: The terms bidder/agency/party/vendor/contractor (Singular/Plural) are used interchangeably hereto.

DISCLAIMER

All information contained in this, Invitation of Expression of Interest (EOI) subsequently provided / clarified are in good interest and faith.

Each bidder/contractor should conduct its own investigation and analysis & should check the accuracy, reliability and completeness of the information in this Expression of Interest. Applicants should make their own independent investigation in relation to any additional information that may be required.

Bidder's Organization Profile & Experience

The bidders must have the following qualification criteria:

1. Technical:

The bidder must have in-line experience in maintenance of Power Car DA Sets successfully for minimum 02 (Two) years during the last 05 (Five) years. Further, the bidder must satisfy one of the following qualifying criteria in-line with the Railway requirements:

- a) The bidder should be RDSO approved source for DA Set of 500KVA, 750V.
- b) The bidder should have undertaken and completed, at least one contract of similar nature for a minimum value of INR 1 (One) Cr. under a RDSO approved source for DA Set of 500 KVA, 750V. The bidder has to produce attested certificate from the employer/client along with tender offer.
- c) The bidder should have completed at least one similar single work for a minimum value of INR 2 (Two) Cr. in the last three financial years.
- d) Total contract amount received by the bidder should be a minimum of 5 (Five) Cr. during the last 3 financial years including the current financial year. The bidder has to produce attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc. along with tender offer

The bidder must submit documentary evidence (Work Order copy & performance certificate) in support to the above.

The bidder must have executed preventive/predictive/corrective maintenance jobs in related field.

2. Commercial:

Bidder must have an average annual turnover of Rs. 3 (Three) Cr., during the last 03 (Three) years.

The bidder must submit the following along with the above techno-commercial criteria:

- a) Photo copies of GST Registration Certificate, Provident Fund Registration Certificate, IT PAN and Service Tax Registration Certificate.
- b) Annual turnover and balance sheet of last 03 (Three) years.

CRITERIA FOR EVALUATION & SELECTION PROCESS

The interested bidders shall be called to the Company to give their presentation on this field and their experience. Based on the credentials and the presentation, the agencies shall be shortlisted. RFQ (Request for Quotation) shall be invited only from the short listed Bidders.

Note:

- ✓ EOI must contain the name of the Company/Firm, credentials, name of the contact person with address, contact number (cell No., Fax no., e-mail ID etc.).
- ✓ KEL EML reserves the right to accept/reject any Expression of Interest (EOI) from parties without assigning any reasons whatsoever.

Annexure-1

GENERAL INFORMATION OF THE BIDDER

(Note: Separate sheets may be used wherever necessary)

1. Name & Address of the Bidder :
2. Name & Designation of the officer to whom all references shall be made :
3. Fax nos. :
4. Phone nos. / Mobile Nos. :
5. E-Mail ID :
6. Chief of the Organization : E-mail Id :
Telephone :
7. Total No. of Employee Strength :
8. Type of the Organization :
(Public Sector /Limited/Private limited/Partnership/ Proprietary /Society/Any other.)
9. No. of Offices/Centers :
(enclose the list, if required)
10. Bidder's Proposal No. & Date :
11. Particulars of past experience of similar works furnished
12. Any other information that bidder may like to give in order to highlight :
13. Name & address of local representative, if any :

Place : Signature of Party:

Date : Name in Full: Designation/Status:

Company Seal:

Annexure-2

Name of the BIDDER:

DETAILS OF WORKS AND SERVICES OF SIMILAR NATURE DONE BY THE PARTY DURING THE LAST FIVE YEARS (which best illustrate Qualification):

Sl. No.	Name of Company	Description of work	Value of work	Period		The work is done directly or through sub-contractor	Remarks
				From	To		

Note: Photocopy of Performance Certificate / Completion Certificate of Owner in Support of the work mentioned above is required to be enclosed.

Separate sheets may be used wherever necessary.

SIGNATURE OF THE BIDDER

SEAL OF THE BIDDER

KEL Electrical Machines Ltd.

A Government of Kerala Enterprise

Annexure-3

Name of the BIDDER :

CONCURRENT COMMITMENTS

Sl. No.	Full postal address of client & name of Officer-in-charge with Contact Details	Description of the work done	Value of contract	Date of commencement of work	Scheduled/ Revised completion period	% age completion as on date	Expected date of completion	Remarks

Note: Separate sheet/ credentials may be used/ enclosed wherever necessary.

SIGNATURE OF THE BIDDER

SEAL OF THE BIDDER

Annexure-4

Name of the BIDDER:

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet / profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (Rs.)	NET WORTH (Rs.)
Previous to previous year		
Previous year		
Present year		

NOTE:

1. Copies of audited balance sheets with profit and loss account of 3 years shall be submitted along with the Technical bid in support of above entries.
2. Bidder shall work out Net worth on the following basis:

$$\text{Net worth} = \text{Reserve} + \text{Capital} - \text{Accumulated loss}$$

Note: *Separate sheet/ credentials may be used/ enclosed wherever necessary.*

SIGNATURE OF THE BIDDER

SEAL OF THE BIDDER

Annexure-5

Name of the BIDDER:

ORGANISATION CHART SHOWING NO. OF QUALIFIED ENGINEERS & SUPERVISORY PERSONNEL ETC. IN THE EMPLOYMENT OF CONTRACTOR & TO BE EMPLOYED.

Sl. No.	Class of manpower/ Engineer/Supervisor	Details of Personnel to be deployed		No of Persons
		Available with contractor	To be employed	

Note: Names and short resume of their qualification & experience may also be given for key personnel in the prescribed format at **Annexure-6**.

The tentative chart of your site organization as above furnished by you shall be subject to variation to suit the requirement and as directed by KELEML / Engineer-in-charge of Railway.

Note: Separate sheet/ credentials may be used/ enclosed wherever necessary.

SIGNATURE OF THE BIDDER

SEAL OF THE BIDDER

KEL Electrical Machines Ltd.

A Government of Kerala Enterprise

Annexure-6

Name of the BIDDER:

Name of the Firm/Company/Agency	
Name of the Employee	
Date of Birth (DD/MM/YYYY)	
Year with Firm (in years)	
Nationality	
Detailed Tasks Assigned	
Key Qualifications	
Education: Institution: Year: Course:	
Employment Record:	
Summary of relevant Experience:	
Language proficiency:	
Language	Speaking Reading Writing
Certification: I, the undersigned, certify that these data correctly describes my qualifications, experience, and confirms my availability to the firm for the proposed work should we be awarded the tender.	
[Signature of Employee with Name]	Date:
[Signature of authorized representative of the firm with Name]	Date:

Note: Separate sheets may be used wherever necessary.

SIGNATURE OF THE BIDDER

SEAL OF THE BIDDER

KEL Electrical Machines Ltd.

A Government of Kerala Enterprise

Annexure-8

Name of the BIDDER:

Details of Suggestion/Deviation, if any:

Sl. No.	Page No.	Description	Remarks/Reasons/Alternatives

Note: Separate sheets may be used wherever necessary.

SIGNATURE OF THE BIDDER

SEAL OF THE BIDDER

Annexure-9

Name of the BIDDER:

Safety, Health & Environment Compliance & Highlights:

Sl. No.	Description	Remarks

Note: Separate sheet/ credentials may be used/ enclosed wherever necessary.

SIGNATURE OF THE BIDDER

SEAL OF THE BIDDER

CHECKLIST

Please note:

To help you prepare the best application possible, all items below need to be considered and ticked off. This will also assist us with assessment of your application.

During EOI Submission, please keep this page after the cover page.

(Put \checkmark /X in the appropriate box under remarks column)

Have you checked and enclosed:

Sl. No.	Description	Page Number	Remarks
1	Photo-copies of Credentials/Supporting documentary evidence - Technical Qualifying Criteria.		
2	Photo-copies of GST Registration Certificate		
3	Photo-copies of Provident Fund Registration Certificate		
4	Photo-copies of IT PAN		
5	Annexure-1		
6	Annexure-2		
7	Annexure-3		
8	Annexure-4		
9	Annexure-5		
10	Annexure-6		
11	Annexure-7		
12	Annexure-8		
13	Annexure-9		
14	Final Envelope containing all the above		

PROFORMA FOR PRE-BID AGREEMENT

This Pre-Bid Agreement (hereinafter referred to as PBA) for execution of Railway Contract for **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF POWER CAR DA SETS** of Indian Railway.

BETWEEN **M/s. KEL ELECTRICAL MACHINES LTD.** (hereinafter referred to as KELEML), a Government of Kerala Enterprise, having its office at 283/2 Mogral Puthur, Bedradka Post, Kasaragod – 671124, Kerala, which term shall mean and include wherever the context so requires or permits their respective heirs, legal representatives, executors, administrators, in successors in interest, nominees and assigns of the ONE PART

AND

[Name of the successful tenderer] (hereinafter referred to as the Contractor) having its office at [Address of the successful tenderer], which term shall mean and include wherever the context so requires or permits their respective heirs, legal representatives, executors, administrators, in successors in interest, nominees and assigns of the OTHER PART.

WHEREVER, KELEML, a Public Sector Enterprise under Industries Department, Government of Kerala, is a leading organization engaged in the design, development, manufacture, marketing and service of variety of rotating electrical machinery (including AC Generators, Diesel Generating Sets, Power Car DA Sets, Traction Electrics/Alternators with Auxiliary Alternators, Induction Motors, etc.); and

- a. WHEREAS, the Contractor is one of the Engineering Organizations, with a reputation for quality of services provided to various sectors of industries, including maintenance of equipments for Power Generation in Indian Railways.
- b. WHEREAS, the Contractor have required expertise and infrastructure for supplying and execution of different types of contracts for **Comprehensive Maintenance of Power Car equipments** related to Indian Railway.
- c. WHEREAS, the Contractor has well trained human resources as required based on the tender specifications as well as, well equipped facilities to take up the **Comprehensive Maintenance of Power Car equipments** related to Indian Railway.
- d. WHEREAS, KELEML is already engaged in the line of manufacture of Power Car DA Sets with its manufacturing facility at Kasaragod and have accepted the above proposal of the Contractor and decided to enter into this PBA.

KELEML and the Contractor are hereinafter collectively referred to as “PARTIES” and individually as “PARTY”.

2. PURPOSE

Indian Railway have decided for Comprehensive Maintenance of Power Car equipments by way of floating Tender. KELEML will participate in the Tenders floated by Indian Railway in association with the Contractor. In the event of KELEML becoming successful in the said tenders of Indian Railway and obtaining orders, KELEML and the Contractor will jointly execute and complete the Contracts. Hence, KELEML and the Contractor wish to associate themselves by entering into this PBA to participate in the Tenders being floated by Zonal Railways.

3. PRODUCTS / SERVICES

The following areas of work shall be considered for business co-operation.

Comprehensive Maintenance of Power Car equipment

Other new products/services may also be considered for co-operation at a later date, as required.

4. ROLE OF PARTIES

4.1 The role and responsibility of each party has been discussed separately and agreed as under mutually agreed upon.

a. KELEML

- Shall participate in the tenders relating to the above project invited by Indian/Zonal Railways and orders will be obtained in the name of KELEML.
- KELEML will discuss, negotiate and finalize the contracts with Indian Railway.
- KELEML will issue Work Order to the Contractor based on Indian/Zonal Railway orders for **Comprehensive Maintenance of Power Car equipment**, specifying schedules, LD and payment terms, etc.
- KELEML will execute the order and the Contractor will assist in completing the contract in time.
- Payments to the Contractor will be as per Work Order on back to back basis, i.e., in proportionate to and in relation to receipt of payment from Indian Railway.
- Whenever KELEML is participating in similar tenders, the PRIMARY OPPORTUNITY for association will be given to the Contractor, and only if the Contractor is not ready for association, KELEML will associate with parties other than the Contractor.

b. The Contractor

- The Contractor will offer its services to KELEML in preparation and submission of Tenders or any other services KELEML may require.
- The Contractor will either (i) facilitate Instruments for Cost of Tender Documents and Earnest Money Deposit, or (ii) reimburse the Cost of Tender Documents and Earnest Money Deposit (less EMD collected from the Contractor during tender submission) to KELEML, prior to the submission of Tenders.
- On award of contract by Indian/Zonal Railways, the payments/deposits in any nature for the compliance of the terms of the contract, like Performance Bank Guarantee, Security Deposit, etc., shall be borne by the Contractor.
- The Contractor will purchase and supply all the required materials, bought out components and other items to successfully execute the contract as per Railways terms on back to back basis.
- The Contractor will mobilize the required trained manpower, tools and tackles, plant and machinery, etc. to undertake the work at various locations and workshop.
- The Contractor will arrange for the relevant drawings and specifications from the Railways/RDSO.

- The Contractor will procure all the raw materials and bought out components and other items required to complete the work as per the schedule, making necessary arrangements for labourers, supervisors, engineers, etc.
- Incidental expenses that may arise because of KELEML personnel need to visit the sites on the request of Railways/the Contractor, has to be reimbursed by the Contractor in full to KELEML. However, such expenses shall not be more than 2% of the contract value, every year.
- The Contractor will not participate directly, or in association with any other party other than KELEML, in the tenders floated by Indian/Zonal Railways for **Comprehensive Maintenance of Power Car equipment** relating to the Indian Railway projects.
- The Contractor will be responsible for complying with the statutory requirements of various labour legislations like PF, ESI, Insurance, Workmen Compensation Act, Payment of Wages Act, Minimum Wages Act, in respect of the employees engaged by them.
- The Contractor will be responsible for the payments of any compensation that is payable to their employees in the event of any accident arising out of and in the course of employment and in no way, KELEML will be responsible for the same.
- LD and Penalty, if any, levied due to delayed supply/completion of the works/contract beyond the required delivery date stipulated in the contract shall be borne by the Contractor in full, on back to back basis. Both parties will work closely to ensure timely execution and completion of the contracts.
- All the conservancy, cess charges, legal charges, rental charges, etc. recovered by Indian/Zonal Railways from KELEML shall be borne by the Contractor.

4.2 Both the parties will bear their own costs and there will not be any obligation on either party to share or reimburse cost for either of the parties.

4.3 For the purpose of this PBA, both the parties will nominate a nodal officer for participation and execution of tenders/contracts involving **Comprehensive Maintenance of Power Car equipment**.

5. **SECURITY DEPOSIT**

The Contractor shall furnish a Bank Guarantee for a sum of INR 5 Lakhs (Indian Rupees Five Lakhs Only) in favour of KELEML as Security Deposit, initially valid for a period of One Year and thereafter renewable depending upon the completion of the contract.

6. **RELATIONSHIP BETWEEN THE PARTIES**

The relationship between parties is in the nature of strategic alliance and liabilities of each party shall be mutually agreed between KELEML and the Contractor prior to KELEML entering into any commitment to the above Railway projects.

7. **EXCLUSIVITY**

Both parties will exclusively work with each other for the project **Comprehensive Maintenance of Power Car equipments** related to Railways, and shall maintain close co-ordination to secure maximum business in common mutual interest.

8. CONFIDENTIALITY

All information and documents exchanged between the parties pursuant to this PBA shall not, under any circumstances, be released by the receiving party to any other third party or to public without prior written consent of the originating party. This rule is obligatory for each party for a period of two years from the date of termination of this PBA, without considering the way it happened.

9. TERMINATION

This PBA shall, unless otherwise extended by mutual agreement of the parties shall terminate upon happening of any of the following events.

- a. Termination by mutual consent, or
- b. Termination by either party due to breach of any of the covenants hereof by the other, with three months prior notice to the defaulting party, or
- c. In case of termination, the contents of Article No.8 are obligatory to the full extent, or
- d. On completion of the said work including contractual and warranty obligations.

Notwithstanding the above, termination shall not prejudice any obligation that have arisen prior to the date of effective termination between parties and/or obligation of either party to any other third party.

10. VALIDITY

This PBA shall be valid initially for a period of 2 (two) years and may be renewed for further period by mutual consent of the parties till the completion of the Railway project, or, till the formulation of Post Bid Agreement on receipt of contract from Railways, with/without changes in the clauses.

11. DISPUTE SETTLEMENT

Disputes, if any, arising between the parties in connection with this PBA or any other matters connected therewith, the same will be mutually discussed and settled, failing which the dispute shall be referred to Arbitration in accordance with provisions of Arbitration and Conciliation Act 1996 and the rules framed thereunder from time to time. The place of arbitration shall be Kasaragod and the arbitration proceedings shall be conducted in English language. Courts at Kasaragod alone will have jurisdiction to entertain, try and adjudicate the award of the Arbitral Tribunal.

12. GOVERNING LAW

This PBA shall be governed by the laws of the Republic of India.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this PBA on [Date of Agreement] written in the presence of witnesses.