



**BRAITHWAITE & CO LIMITED**

(A Government of India Undertaking under Ministry of Railway)

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**CIN: U74210WB1976GOI030798**

**EXPRESSION OF INTEREST (EOI)**

**EOI NO: BCL/PUR/Retrofitment Twin pipe/18-19/3**

**DATED: 13.11.2018**

**“EXPRESSION OF INTERESTS ARE INVITED FOR EMPANELMENT OF VENDORS FOR EXECUTION OF THE JOBS FOR RETROFITMENT OF TWMN PIPE AIR BRAKE SYSTEM ON DIFFERENT TYPES OF WAGONS AT DIFFERENT SITES OF ZONAL RAILWAYS AS PER EOI CONDITIONS.”**

Expression of interest to be submitted in a sealed envelope super scribing EOI Number, Date, Box No & Due Date.

Bidders who are interested to participate in this EOI may download the EOI document from our Website '[www.braithwaiteindia.com](http://www.braithwaiteindia.com)' for which they have to submit all papers related to their credential and meet the eligibility conditions as per EOI conditions

Offers in sealed envelope addressed to Sr. Manager (Purchase) Braithwaite & Co. Ltd. 5, Hide Road, Kolkata – 700 043 may be dropped in our Tender Box No.1 ( in case of hand delivery) or may be sent by Registered post but must reach us positively within **03.12.2018** (due date) by 2.30 P.M.

The EOI shall be opened on **03.12.2018** at 3.00 P.M. During opening of EOI, Bidders may depute their authorized representative to be present as witness.

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

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

**INTENTION OF EOI:**

BCL intends to empanel vendors who are willing to undertake the job of Retrofitment of Twin Pipe Air Brake System on different types of Wagons at different sites of zonal Railways. BCL expects to receive orders for above jobs from various Zonal Railways. For this purpose, the subject Expression of Interest is invited.

## **A. ELIGIBILITY CRITERIA:**

**A.1** For empanelment and subsequently considering award of work as per EOI conditions, the bidders should establish with documentary evidence about timely & successful execution of the jobs as defined in technical eligibility criteria and should meet Financial Eligibility conditions. Only such bidders who have a good track record of performance shall be considered as eligible bidders. BCL reserves the right of not considering any bidder whose performance is not found satisfactory based on previous experience & submitted documents.

The Bidder should have sufficient experience in Retrofitting of pipes in rolling stocks and / or supply of Air Brake Pipes for rolling stocks. The Bidder should meet the Financial & Technical eligibility criteria as given below. Depending upon the Financial & Technical eligibility, bidders will be empanelled.

### **A.2. For Orders upto Rs. 5 Crore**

#### **a) Financial eligibility:**

The Bidder should have average turnover of **Rs. 150 crores** during last three years ending on 31.03.2018. The bidder should have a positive net worth as on 31.03.2018. The bidder shall submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.2018.

Bidder should also have capacity for investment in execution of works for an amount of **Rs 100 Crores**. The Bidder should submit Solvency Certificate in original from their Banker to this effect along with their offer.

#### **b) Technical eligibility:**

**b.1)** The bidder should be a RDSO approved vendor (as per latest vendor list) for manufacture of Air Brake pipes for Wagons / coaches.

**b.2)** The bidder should have executed / executing any of the following jobs during last 07 years ending **31.10.2018**.

Execution of "Similar Work" in one year of value **Rs. 2 Crores** or a quantity of **800 sets**.

### **A.3. For Orders above Rs. 5 Crore**

#### **a) Financial eligibility:**

The Bidder should have average turnover of **Rs. 4.32 crores** during last three years ending on 31.03.2018. The bidder should have a positive net worth as on 31.03.2018. The bidder shall submit a copy of audited / chartered accountant certified Balance Sheets and Profit & Loss Accounts for the last 3 years ending on 31.03.2018.

Bidder should also have capacity for investment in execution of works for an amount of **Rs 2.90 Crores**. The Bidder should submit Solvency Certificate in original from their Banker to this effect along with their offer.

#### **b) Technical eligibility:**

**b.1)** The bidder should be a RDSO approved vendor (as per latest vendor list) for manufacture of Air Brake pipes for Wagons / coaches.

**b.2)** The bidder should have executed / executing any of the following jobs during last 07 years ending **31.10.2018**.

Execution of "Similar Work" in one year of value **Rs. 5.76 Crores** or a quantity of **2400 sets**.

The term **Similar Work** shall mean jobs for Retrofitment of Twin Piipe in wagons / coaches

**OR**

Supply of Air Brake Pipes for wagons / coaches Indian Railways / Wagon builders.

**OR**

Both of above.

The bidder should have registration with PF, ESIC & GST. Registration Copies of the same which are to be enclosed with the Bid.

The offers of the Bidders not fulfilling the eligibility criteria are liable for rejection.

## **B. SCOPE OF WORK IN GENERAL:**

**B.1** The Scope of Work in general covers Retro-fitment of Twin pipe Air Brake System in different types of Railway Wagons as per RDSO Drawings along with materials purchased from RDSO approved sources wherever applicable. The scope of work will include but not limited to the following:

- ✓ The job is to be carried out as per drawings and specifications for actual / latest requirement as provided by BCL. Preparation of WPS, QAP etc based on drawings issued by BCL and getting approval from BCL's clients or their authorized agency if necessary. In case drawing is not supplied by BCL, the party has to prepare drawings & get it approved from BCL's clients through BCL.
- ✓ Procurement & Supply of necessary materials as required for the job will be from RDSO approved sources only, including welding electrodes wherever applicable. If the material fails to meet the approved specifications, it will be the Agency's responsibility to arrange for proper replacement free of cost.
- ✓ The contractor has to depute sufficient staff to complete the Retrofitment of twin pipe brake system of minimum number of wagons (as will be specified in P.O.) in each working day. If work is not completed in time, penalty will be levied as per penalty clause to be imposed by BCL's customer. However, no of wagons per day can be increased as per requirement and contractor shall be informed in advance to increase the outturn.
- ✓ The work has to be carried out in Depot, sick line, premises or any site nominated by different zonal Rly authorities. There may be multiple work locations at different places for a single job.
- ✓ The distributor valve, pipe bracket with control reservoir, auxiliary reservoir and air brake hose coupling (B.P.) are generally already fitted on the wagons. However, the job of retrofitment of twin pipe will depend upon specific requirements as will be given in different contracts to be awarded on BCL by different clients. The contractor has to ensure twin pipe complete air brake testing of retrofitted wagons.
- ✓ All the machinery and plants required during execution of work will be arranged by the contractor. Compressor & Single Wagon Test Rig (SWTR) required for air brake testing shall be provided by contractor wherever required.

- ✓ Loading & unloading of all input materials. Getting approval for brand and quality of consumables as per QAP, arranging Welders' qualification tests & getting it approved by BCL's clients or their authorised agency through BCL.
- ✓ For working at site, all fabrication sheds, Labour, Plants & Machineries, handling equipments, welding consumable, cutting gases and other inputs, consumable etc. required for successful completion of the work will be arranged by fabrication contractor as per job requirements.
- ✓ The contractor has to make necessary arrangements for accommodation, fooding & conveyance of their staff. It will be the sole responsibility of the contractor to arrange power & water required for the job from the nominated locations at different sites. The contractor shall bear the electricity charges as will be recovered by BCL's customers from the bills of BCL.
- ✓ Contractor shall make their own arrangements for deployment of Plant & Machineries, Equipments, Tools and tackles, Consumable store, etc at different worksites. All required materials, material handling equipments etc & labour will have to be arranged by the contractor.
- ✓ Railway may supply to the contractor part or whole of the Electric power whenever available and possible for execution of works from the Railway's electric supply system at or near the site of work on specified terms and conditions. Such charges as shall be determined by Railway and payable by the contractor provided the cost of arranging necessary connection to the Railway electric supply system, and laying of underground / overhead conductor, circuit protection, electric power meter, transmission structure, shall be borne by contractor and that the contractor shall not be entitled for any compensation for the interruption or failure of Electric supply system. The contractor may have to arrange feeders, cables, switches etc to bring power to working site. The electricity charges will be deducted from monthly bill of the contractor, in case it is charged by BCL's customer.

Moreover, in case BCL is required to deposit any security Bank Guarantee to its client for electricity connections at site, the contractor may be required to deposit the similar security to BCL as counter security.

- ✓ In case readymade office is not provided, the contractor may have to arrange for portable cabins or temporary enclosures for offices as per availability of space & facility at their own cost in the open space. The same may be dismantled by the contractor at their own cost at the time of completion / termination of contract. The responsibility for security of the material / machines & equipments shall be sole responsibility of the contractor.
- ✓ In case any shed is required to be constructed at worksite for execution, storage of materials etc., the same shall have to be done by the contractor at their cost & arrangement.
- ✓ The deployed manpower at site by the contractor should contain at least 1 (one) Graduate Engineer & 1 (one) Diploma Engineer.
- ✓ The contractor should deploy Plant & Machinery at each site as will be agreed by BCL with its customer.

**B.2. SUPPLY OF MATERIALS:**

- The supplied materials shall be from RDSO approved sources wherever applicable and shall be of required specification and quality. All materials shall be purchased A/c; BCL or as will be advised by BCL.
- All materials required for the work including air brake equipments, pipes, bolts and nuts etc shall be arranged by contractor. The contractor shall procure the required materials and copies of invoices purchased to be furnished to BCL / its customer from time to time. The items as per bills of materials shall be inspected by RITES / RDSO prior to dispatch for which the contractor has to pay towards inspection charges to RITES / RDSO. Materials listed in RDSO vendor directory shall be inspected by RDSO and those not listed shall be inspected by RITES. The Inspection charges shall be at contractor's scope. Documents in support of Inspection by RDSO / RITES are to be submitted along with materials.
- All the items should be strictly as per drawings and specifications as per latest alteration available with RDSO.
- Materials shall be arranged by the contractor in set per wagon which shall be supplied at site according to the requirement.
- The custody and safety of materials before fitment is the responsibility of the contractor.
- Welding electrodes shall also be procured from RDSO approved sources only.

Bidders are requested to contact WM I/c – CW,VW to see the list of materials normally required for the job before submission of Bid. No request after submission of bid shall be entertained.

**C. SCOPE OF BCL:**

- Storage & Supervision: The job will be done under supervision of BCL
- Stage-wise quality control and Internal Inspection at different stages as well as at final stage.
- Approved Drawings and all technical related matters.
- Liaison with BCL's customer and dealing with all contractual matters.
- Overall supervision, co-ordination & follow ups with respective agencies.
- Opening of IR, TP checks etc wherever required.

**D. RATE:**

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

### **E. INSTRUCTION TO BIDDERS:**

- All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise EOI will be rejected. However, no correction is allowed in price bid.
- Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, EOI Evaluation Committee / purchaser may demand further clarification / documents if required.
- BCL shall reserve the right to cancel the EOI at any stage before finalization of the tender.
- The Bidder should also submit a declaration that they have understood the entire scope of work of the EOI & have submitted their offer accordingly.
- NSIC / MSME / SSI registered participants should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST). In case the owner is of SC / ST category, copy of necessary document is to be submitted.
- Unconditional acceptance of terms & conditions of EOI is to be submitted in a separate letter, along with the offer.
- The bidder shall not make misleading or false representations in the forms, statements and attachments submitted in proof of qualifying requirements. Bidders shall note that in case of any discrepancies / forged documents submitted by the bidders in support of meeting qualifying criteria of the tender, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.
- The bidder must not have a history of being blacklisted by any Company, Board, organization or Government body. The bidder must not have a record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions / delivery of materials or financial failures etc, in any of their earlier works. The Bidder shall submit a declaration in this regard. Acceptance of offers of such bidders shall be at the discretion of BCL.
- BCL reserve the right to terminate the order by giving 20 (twenty) days notice at any point of time in case of non-performance / non-compliance of delivery schedule / poor quality of workmanship. In case the order placed by BCL's client is cancelled, the order placed by BCL against the same job will be correspondingly terminated without any financial implication on BCL.
- If any defects are found in the assembled, welded members during transportation, contractor or his representative has to accompany with Railway Engineer or his representative to the site and inspect the wagon and note down the defects jointly and rectify the same then and there to make the wagon fit for transportation. The contractor has to arrange men, material, tools, plant and consumables required for the work at works spot where the wagon has breakdown at his own cost. If the contractor or his representative fails to accompany with the railway engineer or his representative for inspection of wagon at site, the engineer's decision will be final and contractor is bound to rectify the defects repairs immediately after intimation by engineer. If the contractor does not attend the defects within 7 days time, the work will be done by Railway Department and the necessary cost of men, materials, tools, consumables, transportation etc, will be recovered through cost assessment from contractor's bills.
- Order quantity may vary depending upon the requirement of each site to the extent of +/- 30% of the ordered quantity. BCL also reserves the right to place repeat order for a maximum of 75% of order quantity & value at the same rate & terms
- Bidders should submit a declaration along with Bid stating that there is no proposal under consideration by them with regard to change of their name/ organisational status nor their name / organisational status has been changed as on date of opening of the tender. In case there is a change in the name /

organisational status, the same will be intimated to BCL promptly along with relevant documents not later than 15 days from the date of such change failing which the bidder shall be prepared to accept the penalty, as will be decided by BCL including forfeiture of EMD/ equivalent amount.

- Bidders on whom orders will be placed will be required to execute Integrity Pacts as per BCL's format (enclosed in Annexure A) for effective execution of the job maintaining confidentiality.
- Joint Venture / Consortium Bids are not allowed.

## **F. METHOD OF SELECTION & AWARD**

Based on submitted documents, BCL's tender committee will finalize the names of qualified vendors to be empanelled. The empanelment is for an aggregate period of 2 years, which will initially be given for a period of one year and reviewed for extension for another year(s) subject to satisfactory performance at the discretion of BCL on the same terms and conditions.

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

Selected Bidder who will be awarded PO, will have to comply with General Terms & Conditions as stated below:

## **G. GENERAL TERMS & CONDITIONS:**

### **1) SECURITY DEPOSIT**

- (a) For due fulfilment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value within 15 days from the date of issue of the Purchase Order.

In case of submission of Bank Guarantee, the same shall be verified by BCL from the concerned issuing bank. The Security Deposit shall remain valid till Warranty / Guarantee period. In case security deposit is not submitted within 15 days from the date of issue of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the warranty / guarantee period expires.

- (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill. This option of security deposit submission if availed, there shall be no change afterwards.
- (c) Security Deposit may be waived for SSI, NSIC, MSME units, RDSO and DGS & D registered bidders and PSUs.
- (d) Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.

**2) PERFORMANCE GUARANTEE:**

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value, as per format to be provided by BCL, within 15 days from date of issue of Purchase Order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall remain valid up to the warranty period.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case. Contractors 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:**

- (1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 15% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party's bills.**
- (2) MSE vendors may opt for submission of S.D. or PBG as per their choice.**

**3) PAYMENT TERMS:**

Payment for the job will be made progressively on receipt of monthly bills after completion of the job in each month finally inspected & passed & duly certified by Production- In-Charge. The progressive payments shall generally be based as per terms of payment to be awarded on BCL by BCL's customer. All payments shall be released after receipt of corresponding payments from our customer. No ad-hoc payment shall be made.

The following provisions regarding GST shall be applicable for the subject job.

- Party has to submit GST compliant invoice and challan (if any) mentioning GSTIN No.
- Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
- BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.

The Contractor's bill should contain a separate break up of cost of materials & cost of labour.

All deductions by BCL's customer from BCL will correspondingly be deducted from Contractor's bills.

**4) TAXES & DUTIES:**

The rate to be quoted shall be exclusive of GST as applicable. GST rate & amount to be indicated separately in the Price Bid and the same will be paid by BCL. While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill. The contractor shall comply with all local laws related to tax matters.

**5) DELIVERY:**

Timely delivery shall be the essence of contract. The contractor shall be given one month for procurement of materials and commencement of job. Monthly target is to be fulfilled as per requirement. However, higher delivery targets can be assigned subject to requirements of BCL's customer. Monthly delivery should not be less than 200 nos wagons per month in general.



**6) QUALITY:**

In case of any quality complaints related to supply, workmanship or any other matter related to the contract, arriving during tenure of contract including guarantee / warranty period, the contractor has to correct / repair / replace the same immediately at their own cost in such a way so that BCL's interest & reputation is not affected. The contractor will be solely responsible for rectification of all such issues. Any liability, if imposed on BCL, the same shall be borne by the contractor.

**7) WARRANTY:**

The warranty / guarantee conditions shall be as per such conditions to be given to BCL by BCL's customer. The obligations of the contractor in this regard will be discharged after release of BCL's corresponding obligation from its customer.

**8) WASTAGE / SCRAP :**

All release material or scrap shall be returned to Railway. However, the condition will vary on case to case basis and the terms as will be awarded by BCL's customer on BCL shall prevail.

**9) MATERIAL RECONCILIATION:**

Depending upon the requirement of BCL's client, Contractor has to submit Material Reconciliation Statement for all materials. The statement is to be submitted and duly certified by BCL's representative (Site In-charge) at the time of submission of final bill against any contract, failing which the amount (as decided by BCL) shall be deducted from their bill. The stipulations as will be given by BCL's customer shall be followed without any deviation.

**10) SUB-CONTRACTING:**

The contractor shall not sub-contract or assign this work or any part thereof without the permission of BCL. In the event of the vendor sub-contracting or assigning this work or part thereof without such permission, BCL shall be entitled to cancel the order and execute the same elsewhere at the risk and cost of the contractor and the contractor shall be liable for any loss or damage which BCL may sustain in consequence of or arising out of such supplies elsewhere and also cancellation of registration or temporary suspension.

**11) STATUTORY OBLIGATIONS:**

Contractor has to fulfill all statutory obligations in regard to the Contract Labour (Regulation & Abolition) Act, Employees' Provident Fund Act, ESI Act, Bonus Act etc as applicable to the site. The contractor must have registration with PF, ESI, GST. Contractor shall obtain necessary labour license issued by local Labour Department, The contractor shall have to comply with all safety rules and regulations during execution of the job.

While working in site, the Contractor shall at his own Cost comply with all precautions as required for the safety of the workmen as far as they are applicable to the Contract and shall at his own expense arrange for all the safety provisions as per the safety codes of Bureau of Indian Standards, The Electricity Act and such other Acts as applicable. The Contractor shall observe and abide by all fire and safety regulations of local site before starting and during execution of the Works. The Contractor shall provide all necessary personal safety equipment to the workmen and staff and ensure the use of same by them during the period when the work to be performed by him, his agents or labours. In the event of any accident resulting in loss of lives or otherwise damaging any part of local property, the contractor shall be required to make good the loss to the client of BCL and shall be responsible for all consequences that follow from loss and/or injuries to the persons involved in such accidents. BCL, under any circumstances, will not be held responsible for such accidents or loss of lives.

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act and necessary uploading of details in different websites of respective authorities as required shall be done by the contractor on regular basis.

**12) INDEMNITY:**

The contractor shall indemnify BCL against all claims arising out of the obligations which are under the scope of contractor. BCL shall in no way be responsible and be party in respect of any breach and / or non-fulfilment of obligations by the contractor in respect of compliance of various statutory obligations for execution of the awarded job against this tender

BCL reserves the right to terminate the order with 20 days notice in case of poor performance / non publishing the matter in time. In such case, BCL may impose penal Impositions as deemed fit. BCL reserves the right to cancel the EOI at any stage without assigning any reason.

**13) RISK PURCHASE:**

In the event of failure or delayed execution within the reasonable period, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit / PBG also of the defaulting firm.

**14) PENALTY:**

The penalty conditions shall be as per such conditions to be given to BCL by BCL's customer. In case any penalty is imposed on BCL by its customer, the same will be recovered from the contractor.

**15) ARBITRATION:**

All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator. Chairman & Managing Director of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and conciliation Act. 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata

**PRICE BID PART**

Description	Percentage of Order Value	
	In Figure	In Words
Percentage of order value to be retained by BCL		

**For Braithwaite & Co. Ltd.**

**ANNEXURE – A****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:
1. 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.
  2. 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 tendered process or the contract execution.
  3. 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 suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**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.
1. 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.
  2. 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.

3. 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.

4. 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 than 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 tendered process or the contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment of 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 they act 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 intimation 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)

\_\_\_\_\_  
For the Bidder / Contractor  
( OfficialSeal)

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: 1. \_\_\_\_\_  
2. \_\_\_\_\_