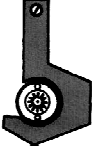


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ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

MINISTRY OF RAILWAYS

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 700 043

TEL: +91 33 2439-7415, 2439-4114, 2439-6613, 2439-7413, FAX: +9133 2439 7632/ 5607

E-mail: purchase@braithwaiteindia.com / Website: www.braithwaiteindia.com

EXPRESSION OF INTEREST

EOI NO. : BCL/EOI/Repair Wagon/2018-19/4

Dated 13.11.2018

Expressions of Interest are invited from capable vendors for empanelment & execution of upgradation / Rehabilitation / Repairing of different types of wagons at Rly. yards / Workshops as per EOI conditions.

Interested parties should submit the offer against this EOI to Sr. Manager(Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700043 within **21 (Twenty One) days** i.e. within **03.12.2018** at 14.30 hours. The sealed offers should be submitted in tender **Box no. 1** The offer shall be opened on **03.12.2018** 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. 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.

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.O INTENTION OF EOI:

Braithwaite & Co. Ltd., (BCL) intends to empanel contractors for carrying out Upgradation / Rehabilitation / Repairing jobs of different wagons at Railway yards and /or at Railway Workshops of various zonal Railways. For this purpose, the subject Expression of Interest (EOI) is invited.

[2]

B.0 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.

C.0 CONTENTS OF EOI

. This EOI document consists of :-

1. Annexure – I : Scope of Work
2. Annexure – II : Instruction to Bidders & Qualifying Requirement.
3. Annexure – III : General Conditions of Contract.
4. Annexure – IIIA : Special Conditions of Contract.
5. Annexure – IV : Price Format

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

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

Thanking you,

Yours faithfully
For **Braithwaite & Company Limited**

Encl:- As stated.

SCOPE OF WORK

- 1. 11** The successful bidder will be solely responsible to execute the order of Repair / Upgradation / Rehabilitation of different types of wagons at site and / or at Rly. workshop to the entire satisfaction of BCL / it's customer for the job which will include : -

 - a)** Deployment of sufficient number of manpower to meet the completion schedule of the order placed by Zonal Railways at site.
 - b)** Deployment of all machineries and equipments including tools and tackles for completing the repair/upgradation/rehabilitation of the wagon as per schedule.
 - c)** To provide all consumables like, electrodes, paints, cutting gases etc. required for carrying out the repair work at bidder's own cost and risk.
 - d)** Supply of Raw materials such as Steel Plate, Structural steel, rounds etc.
 - e)** Supply of bought out items as required for repairing/upgradation/rehabilitation of wagon.
 - f)** Carrying out all Repair / Upgradation / Rehabilitation work of the wagons as required.
 - g)** Any other activities required as per terms and conditions of the contract placed by BCL's customer.
- 12** The job may also involve upgradation / rehabilitation of BOXN wagon to BOXNR wagons at zonal Railways' site / workshops. Contractor shall be required to execute such jobs as per general scope as above.
- 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 & QUALIFYING REQUIREMENT

10. MODE OF SUBMISSION OF OFFER

- 1 Offer shall be submitted in two parts (Part – I: Techno-Commercial Bid and Part – II: Price Bid) each in separate sealed envelopes.
2. Both the envelopes to be placed in third envelope and EOI No., Due Date & Time shall be superscribed on each envelope.
3. Envelopes shall be addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd., 5, Hide Road. Kolkata – 700043.

2.0. CONTENT OF BIDS

- 1 Techno-Commercial Bid shall contain the following :-
 - a) Documentary evidence in support of qualifying requirement.
 - b) Copy of P. F., ESI & GST registration certificate.
 - c) Copy of Trade License issued by concerned authorities.
 - d) Copy of PAN & IT returns for the last 03 years.
 - e) Scope of Work, Instruction to Bidders and Special Terms and Conditions duly signed by the bidder on each page as a token of acceptance in to-to are to be returned with Techno Commercial Bid.
2. Price Bid shall contain the following :-
 - a) Price Format duly filled in and signed. There shall be no conditions in the Price Bid.

3.0. RATES

- 1 Rates shall be quoted in percentage of the ordered value which will be passed on to BCL.
2. The percentage of order value to be claimed by the successful bidder will include all taxes and duties applicable.
3. Railway may deduct the cost of released Scrap from the total cost of heavy repair / rehabilitation against the bill per wagon OR the rate with RIys may be finalized after taking scrap credit. The scrap generated during repair / rehabilitation will be handed over to the successful bidder for disposal. Bidder should quote rate taking into consideration of this aspect.

4. Bidder's 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.

4.0. QUALIFYING REQUIREMENT

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

Financial Eligibility:

The bidder should have average annual turnover of Rs. 1800 lakhs during last three years ending on 31.03.18. Bidder must have earned net profit in any of the last three years ending on 31.03.18 and should have positive net worth as on 31.03.2018.

Audited Balance Sheet and Profit & Loss accounts for last three financial years ending 31.03.18 need to be submitted in support of above requirement.

Technical Eligibility:

1. Experience of having successfully executed similar works (defined below) during last 07 (seven) years ending on **31.03.2018** fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs. 2400 lakhs **OR** executed three similar works of quantity not less than 1600 Nos. Wagons against each such job.

OR

Two similar executed works each costing not less than Rs. 3000 lakh **OR** executed two similar works of quantity not less than 2000 Nos. Wagons against each such job.

OR

One similar executed work costing not less than Rs. 4800 lakh **OR** executed one similar work of quantity not less than 3200 Nos. Wagon against such job.

The term "**similar works**" means works of following nature:

Repair / Rehabilitation / Upgradation of Wagons.

OR

Newly Built Wagons

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.

2. The bidder should have executed above job of wagons with deliveries not less than 150 nos. wagons per month in consecutive 6 months. Documentary evidences are to be furnished.

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

5.0 BIDDERS TO NOTE THE FOLLOWING:

- No e- mail / FAX quotation will be accepted.
- 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.
- 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.
- 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.
- The successful bidder (i.e. contractor) should strictly abide by rules, regulations, and instructions issued from time to time in respect of all matters.
- 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.
- 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.
- 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.
- 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 participators 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.
- Consortium Bids are not allowed.

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.

GENERAL CONDITIONS OF CONTRACT

10 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., 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.

2.0 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.

3.0 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 BCL's Site 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.

4.0 TAXES & DUTIES:

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.

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.

5.0 DELIVERY:

Monthly delivery shall be not less than 150 nos, wagons per month in general. Delay penalties as applicable to contract placed by BCL's customer on BCL shall be correspondingly applicable.

6.0 QUALITY:

Quality standards and quality requirements as applicable to contract placed by BCL's customer on BCL shall be correspondingly applicable.

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.

7.0 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.

8.0 WASTAGE / SCRAP / OFF-CUTS:

Unless otherwise specified by the client of BCL, all the wastage / scrap / off-cuts generated during the fabrication by contractor shall be the property of Contractor.

9.0 MATERIAL RECONCILIATION:

Since the materials will be in the scope of contractor, material reconciliation may not be required. However, for accounting purpose, break up of material cost & labour cost to be submitted by the contractor. Besides, the conditions to be stipulated by BCL's customer on BCL shall also have to be followed by the contractor.

10.0 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.

11.0 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.

12.0 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.

13.0 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

14.0 PENALTY:

Timely execution of the job and maintaining the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-completion of the job scheduled delivery time, penalty to be imposed as deemed fit. Delay penalties / other penalties to be imposed by BCL's customer shall also be applicable.

15.0 STATUTORY OBLIGATIONS:

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 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

SPECIAL CONDITIONS OF CONTRACT**10. CONTRACTOR'S RESPONSIBILITY**

- 11.** Complete upgradation / rehabilitation / repair of wagon handed over to them by Railway within the time specified in the order as per joint note prepared after joint inspection of the wagon.
- 12.** To arrange all bought out components / consumables required for completing repair / rehab / upgradation of wagon at their cost
- 13.** Deployment of sufficient number of skilled / un-skilled man power to achieve the completion of repair / rehab within the specified time. Number of manpower to be deployed shall be decided in consultation with BCL management.
- 14.** Qualified welders should be deployed to execute the work.
- 15.** To arrange inspection at all stages as required by BCL / RDSO / Railway Authority. It will be his responsibility to contact BCL officials to arrange timely inspection to ensure timely completion
- 16.** To maintain records / Log Books and relevant documents for inspection and compliance of ISO: 9001: 2008 quality system.
- 17.** 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.
- 18.** Proper stacking of materials, House Keeping, and Shop Cleaning of the workplace shall be done.
- 19.** To carrying out running maintenance of Plant & Machineries which will be used by their workmen at their own cost
- 110.** 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.
- 111.** 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.
- 112.** To hand over all the documents received from the Railway Authority for the number of wagon handed over to Railway after completion of upgradation / repair / rehab to BCL to enable them to submit the bill.
- 113.** Contractor shall ensure for smooth execution of the contract.

2.0. BCL'S RESPONSIBILITY

- 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.

3.0. COMPLIANCE TO THE STATUTORY LAWS & RULES

3.1 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 :-

- a) Contract Labour (Regulation and Abolition) Act 1970 & Contract Rules 1971
- 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 claim which may arise by reasons of contractor's default either willfully or by ignorance.

4.0. STOPPAGE OF WORK

4.1 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.

5.0. ELECTRICITY

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.

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 anyway.
- 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 RDSO/ Railway Authorities 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 tenderer / supplier. 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 tenderer shall not be entitled to claim any cost, charges, expenses made for submission of offer.
- 11.0. **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 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.**

PRICE BID FORMAT**A) Price Bid Format for Repair / Rehabilitation of Wagons**

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

B) Price Bid Format for Upgradation / Rehabilitation of BOXN Wagons to BOXNR Wagons

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

Note : Bidder offering highest percentage of order value to be retained by BCL will be considered as the successful bidder. Evaluation shall be separately for price bids (A) & (B) above.

TENDERER'S SIGNATURE :

DESIGNATION :

DATE :

COMMON SEAL

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 tended 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 processor 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 in 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 information 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. _____