



ब्रेथवेट एण्ड कम्पनी लिमिटेड
BRAITHWAITE & CO. LIMITED
(भारत सरकार का उपक्रम) / (A Government of India Undertaking)
(एक मिनीरल श्रेणी- I कम्पनी) / (A MINIRATNA Category-I Company)
रेल मंत्रालय / Ministry of Railways
Corporate Identity Number: U74210WB1976GOI030798



EXPRESSION OF INTEREST

EOI NO.: BCL/EOI/Training/2025 Dated 18.10.2025

Expressions of Interest are invited for Empanelment of Training Agencies for Implementation of Training as per scope of work of BCL's customer.

Interested parties should submit the offer against this EOI to Sr. Manager (Purchase), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700043 within **31.10.2025** at 14.30 hours. The sealed offers should be submitted in tender **Box no. 1**. The offer shall be opened on **31.10.2025** 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 sealed envelope containing covering letter with credentials/documents as required. The envelopes shall bear EOI No., Job Description & due date clearly written on the same.

Any query regarding job requirements may be clarified with prior appointment from Engineer (Projects) of BCL's Project at 5, Hide Road, Kolkata, before submission of offer against this EOI. No claim shall be entertained afterwards.

INTENTION OF EOI:

Braithwaite & Co. Ltd., (BCL) intends to empanel agencies for providing Training Facilities regarding Skill Development for Building and other Construction workers. With this intention, it is necessary to select capable agencies & empanel with required credentials, so that timely execution of works with prescribed quality standard shall be possible within time limit.

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.

SCOPE OF WORK

The Scope of the Agency shall broadly cover the following activities:

1. Mobilization & Registration

- Identification of beneficiaries as per BCL's contract.
- Conduct of awareness campaigns for workers about the benefits of RPL.
- All activities to be carried out as per the advisory and guidance of BCL's customer.

2. Pre-Screening & Counselling

- Verification of eligibility criteria.
- Career counselling and mapping of skill levels.

3. Orientation & Bridge Training

- 1 week of structured training (domain skills + safety + digital literacy + soft skills) or as per scope of BCL's customers on BCL.
- Distribution of training kits and learning material, if required.

4. Assessment & Certification

- Third-party assessment conducted as per NSQF/QP standards, through Sector Skill Councils (SSC) or NCVET-registered Awarding Bodies.
- Issuance of Skill India Certificate by NSDC/NCVET.

5. Post-Training Support

- Guidance on wage employment / self-employment opportunities.
- Linkage with welfare schemes and social security benefits.

NOTE: Detailed scope of work shall be as per the Scope of contract and terms & conditions, implemented by BCL's customer in the contracts with BCL.

BCL's responsibility: Overall supervision, co-ordination & follow ups with respective customers of BCL.

ELIGIBILITY CRITERIA:

The bidder shall meet the following conditions of eligibility and submit the relevant documents along with offer:

Financial Eligibility:

- a) The Bidder should have a Minimum Annual Average turnover of **Rs 15 Cr.** in the last 03 Financial Years ending on 31.03.2025.
- b) The Bidder should have positive Net worth, in the last Financial Year, ending on 31.03.2025.
- c) The Bidder should have earned profit in any of the last three Financial Years, ending on 31.03.2025.
- d) The Bidder shall submit a copy of the Audited balance sheet and profit & loss account for the last 3 years to comply with the above financial eligibility criteria. UDIN on respective years shall also to be submitted.

Technical Eligibility

1. The bidder should be capable of conducting candidate assessment and certification as per Sector Skill Council guidelines (either directly or through authorized assessors).
2. The bidder should have conducted a minimum one batch of training or workforce development activity in any sector in the last 3 years preferably.
3. The bidder must demonstrate access to qualified trainers or subject matter experts (SMEs) in the relevant sector(s). (either directly or through authorized partner)
4. The bidder should have own basic infrastructure or tie-up arrangements for training delivery (classroom/ lab facilities, or virtual training capability).

NOTE:

- The eligibility condition of financial and technical may be relaxed for Startups (whether MSEs or otherwise) subject to meeting of technical specifications / job requirement (as per extant policy defined by Department of Industrial Policy and Promotion). In this regard, the bidder shall submit Start-up certificate from appropriate Government Agency.
- **Joint Ventures (JV) and Consortiums are not allowed to submit offers.**

DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER:

The bidder shall submit the followings:

- A) Bidders Company Profile.
- B) Details of personnel with designation, qualification, and experience to determine their capabilities.
- C) A declaration on its letter head stating that firm is not under any litigation and under any notice of ineligibility issued by Govt. of India/State Govt./Public Sector Undertakings etc.
- D) Copy of Firm registration certificate.
- E) Copy of Certificate of Incorporation / Partnership deed as applicable.
- F) Copy of PAN & GST registration
- G) Copy of PF/ESI registration
- H) Copy of Start-up / MSE Certificate, if applicable.
- I) Copy of CA certified / Audited B/L sheets and P/L A/cs of last 3 years ending on 31.03.2025.
- J) Copy of IT returns for last 3 years ending on 31.03.2025.
- K) Unconditional Acceptance of all terms.
- L) 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.

BIDDERS TO NOTE THE FOLLOWING:

- 1) No e- mail / FAX quotation will be accepted.
- 2) 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.
- 3) Incomplete offer or offers submitted with condition(s) at variance terms & conditions / instruction to bidders of this EOI are liable to be rejected summarily.
- 4) In the event of BCL's office remaining closed on the day of opening of the EOI for any unforeseen reason, the EOI 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.
- 5) The successful bidders should strictly abide by rules, regulations, and instructions issued from time to time in respect of all matters.
- 6) **BCL reserves the right to disqualify or not to consider for issue of limited tender seeking price bids at a later stage on bidder who are found to be competitors & quoting / quoted against tenders of BCL's customers wherein BCL has participated / participating for the job types of this EOI. The same shall be at the discretion of BCL and binding to all empaneled vendors. The matter shall also not be the matter of dispute.**
- 7) All corrections (if any), must be signed at the appropriate place by the signatory of the bidder, otherwise EOI will be rejected.
- 8) Alteration, inclusion, deviation will not be allowed once the bid is submitted. However, EOI Evaluation Committee / purchaser may demand further clarification / documents if required.
- 9) BCL shall reserve the right to cancel the EOI at any stage before finalization of the EOI.
- 10) MSE registered participators should submit copy of their valid registration documents along with indication of ownership (i.e. whether SC / ST & Woman). In case the owner is of SC / ST category, copy of necessary document is to be submitted.
- 11) 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 EOI, it shall be the sole responsibility of them for any adverse consequences at later stage and BCL shall have no liability in this regard.

- 12) 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/ organizational 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.
- 13) 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.

GENERAL CONDITIONS OF CONTRACT

EARNEST MONEY DEPOSIT

EMD shall be submitted later on while inviting price bids from the empanelled vendors for specific jobs on case-to-case basis, for which the amount shall be declared accordingly.

SECURITY DEPOSIT

- ❖ 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 or as specified by BCL's customer within 21 days from the date of issue / receipt of the Purchase Order.
- ❖ In case of submission of Bank Guarantee, the same shall be verified by BCL from the concerned issuing bank. The Security Deposit shall remain valid till Warranty / Guarantee period.
- ❖ 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.
- ❖ Security Deposit may be waived for SSI, NSIC, MSME units, RDSO and DGS & D registered bidders and PSUs, subject to corresponding exemption received by BCL from BCL's customer.
- ❖ In case Security Deposit is not submitted in time, a penalty of 1.5% of value of SD per month or part thereof, will be applicable for the delay period which will be deducted from contractor's bills.
- ❖ Security Deposit will be returned only on completion of contractor's obligations

under the contract including any warranty obligation or specified in the contract.

PERFORMANCE GUARANTEE:

- ❖ The contractor shall have to submit Performance Bank Guarantee for 5% of Order value or as specified by BCL's customer, as per format to be provided by BCL, within 21 days from date of issue / receipt of Purchase Order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee 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.
- ❖ In case Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD per month or part thereof, will be applicable for the delay period which will be deducted from contractor's bills.
- ❖ 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.

PAYMENT TERMS

- 1) Payment for the job will be made progressively on receipt of monthly bills after completion of the job duly certified by BCL's Project 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.
- 2) **The following provisions regarding GST shall be applicable for the subject job.**
 - a) Party has to submit GST compliant invoice and challan (if any) mentioning GSTIN No.
 - b) 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.
 - c) 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.
 - d) While submitting bill for claiming payment, the break-up of GST must have to be submitted in the bill.
 - e) The contractor shall comply with all local laws related to tax matters.

- f) 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.

CONTRACT PERIOD:

Contract Period shall be given by user department as per BCL's customer requirement. Delay penalties as applicable to contract placed by BCL's customer on BCL shall be correspondingly applicable.

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.

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

TERMINATION:

BCL reserves the right to terminate the order with 7 days' notice in case of poor performance of the job in time. In such case, BCL may impose penal Impositions as deemed fit.

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.

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

PENALTY:

Delay penalties / other penalties as to be imposed by BCL's customer shall also be applicable on the agency.

METHOD OF EVALUATION & PLACEMENT OF ORDERS

- a) Based on submitted documents, BCL will finalize the names of qualified vendors to be empanelled. The empanelment against this EOI shall remain valid for 2(Two) years from the date of empanelment.
- b) BCL reserves the right to extend the period of validity for further one year subject to satisfactory performance.
- c) **BCL reserves the right to involve any of the empanelled vendors at the pre-tender stage where BCL will participate in different tenders of BCL's customer if required for quoting to tenders of BCL's customer.**
- d) **Empaneled vendors shall bound to assist BCL for submission of competitive offers to BCL's customers.**
- e) Price Bids from the empaneled vendors will be invited later on, on case-to-case basis for different jobs & requirements with terms & conditions as limited tender. Such price bids will be opened at a later date.
- f) As per method of price evaluation & comparison to be indicated on different such limited tenders, successful bidder shall be determined and shall be considered for award.

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 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 commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
- b. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. 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.
- d. 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 transgressions, 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 its 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 infatuation directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal, i.e. **Kolkata**.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Official Seal)

For the Bidder / Contractor
(Official Seal)

Place: _____

Witness: 1. _____

Date: _____

2. _____