

(A Government of India Enterprise)  
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**Expression of Interest (EOI)**

**No. BBJ/DGM(P-V)/JV/RVNL/EOI-05/2018 DATED 16.08.2018**

**1.0 The Braithwaite Burn And Jessop Construction Company Limited (BBJ)**, a premier Public Sector Enterprise of Govt. of India engaged in construction of major Civil and Structural Engineering work invites Expression of Interest (EOI) applications from reputed and established Civil Engineering firms/contractors to constitute unincorporated Joint Venture for participation in the tender for the following work, invited by Rail Vikas Nigam Limited vide Tender Notice No. RVNL/RKSH/T/W/Rail & Road Br./190 dated 07.08.2018 where BBJ shall be the Lead Member:

**Name of Work** - Construction of Rail Bridge No- 9 with Span arrangement of 15 x 30.5m Composite steel girder at CH: 73+253.8m and construction of steel through girder Road Bridge with span arrangement of 2x110m with extended viaduct over river Alaknanda at Srinagar including other ancillary works like river training, protection works etc. in connection with Rishikesh - Karanprayag New BG Rail line Project in the state of Uttarakhand, India.

Approx. Estimated Cost of Project- **Rs.141.52 Crores.**

Bid Security- Rs.2 Crores

Period of Completion- 30 (thirty) Months

Cost of Bidding Document- Rs.20,000/-

**2(a)** For being familiar with terms and conditions, different dates, etc. the applicant must read the original Bid document pertaining to the above tender notice carefully before preparation of documents and submission of EOI application.

**2(b) Scope of Work:**

**(i) For BBJ (Lead Member):**

Steel Super structure work and other allied work vide [Sl. No. 2005, 2009 under Bill No.2A, 2056, 2067, NS-1, NS-2, NS-3, NS-4, NS-5 under Bill No. 2B, 2076 under Bill No. 2C, 8002 under Bill No. 8, 10001 under Bill No. 10 of BOQ of RVNL]

Approx. value- Rs.77,85,54,606/-

**(ii) For JV Member (to be selected):**

(a) Earthwork in Formation [Sl. No. 1002, 1003, 1006, 1007, 1008 under Bill No. 1 of BOQ of RVNL].

(b) Bridgework (other than Steel item) [Sl. No. 2001, 2002, 2003, 2004, 2007, 2016, 2017, 2020, 2021, 2029, 2031, 2033, 2034, 2035, 2039, 2040, 2041, 2045, NS-1, NS-2 & NS-3 under Bill No. 2A of BOQ of RVNL]

- (c) Bridge work (Steel items involving Fabrication, Erection) [Sl. No. 2057 under Bill No. 2B of BOQ of RVNL]
- (d) Supply of Steel Items [Sl. No. 2076 under Bill No. 2C of BOQ of RVNL]
- (e) Supply of Cement [Sl. No. 8002, 8003 under Bill No. 8 of BOQ of RVNL]
- (f) Site Facility [Sl. No. 9003a, 9003b, 9003c, 9003d, 9004 under Bill No. 9 of BOQ of RVNL]
- (g) Other Items of Work not covered in Bill No. 1 to 9, 11 & 12 [Sl. No. 10001 under Bill No. 10 of BOQ of RVNL]
- (h) Road Signage Works [Sl. No. NS-1 & NS-2 under Bill No. 12 of BOQ of RVNL]
- (i) Road Works [Sl. No. NS-1, NS-2, NS-3, NS-4, NS-5, NS-6 & NS-7 under Bill No. 13 of BOQ of RVNL]

Approx. value- Rs.63,37,38,443/-

- 3.0** Interested firms/ contractor shall have to submit necessary documents in support of complying the following eligibility criteria along with their application of Expression of Interest for aforesaid work.

**Eligibility Criteria:**

**(i) Financial Eligibility Criteria | Historical Financial Performance**

- (a) Minimum average annual construction turnover (last 3 years) in equivalent is **Rs.113.22 Cr.** Calculated as total certified payments received for contracts in progress or completed within the last three financial years. Necessary certificate to this effect should be from a Chartered Accountant firm. **JV Member to meet 25% of the requirement.**
- (b) Available Bid Capacity =  $(A \times N \times 1.5 - 0.33 \times N \times B)$  should be more than estimated price, where A = Maximum value of work executed in any one year in last 5 years which will take into account the completed as well as works in progress (total contract receipts); B = Total Value of existing commitments irrespective of the completion period of those works & N = No. of years prescribed for completion of work. **JV Member to meet 25% of the requirement.**
- (c) Average Profit After Tax (PAT) for last three financial years should be positive. (Audited balance sheets for the last three years should be submitted)
- (d) Profit After Tax (PAT) should be positive for two financial years out of last three years. (Audited balance sheets for the last three years should be submitted)
- (e) The bidder should not be at default in repayment of dues to nay financial institution or Bank of debenture holders at the end of the latest financial year for which audited Balance Sheet is available.

**(ii) Technical Eligibility Criteria**

Specific Construction Experience in Key Activities (Executed during the last Seven years prior to the applications submission deadline)

- (a) Execution of [128m] of sinking of well in Railway/road/metro rail bridges (including viaducts) in 1 year.

**(iii)** Other criteria as per original bid document of RVNL.

**4.0** Following details are to be submitted along with the EOI

- (i) The Firm shall furnish General Details of their Organization in attached **Format- I**
- (ii) The firm shall furnish list of completed work in last 7 (seven) years ending 31/07/2017 in attached **Format -II** along with Completion Certificates.
- (iii) The firm shall furnish list of ongoing projects in hand in **Format-III**
- (iv) The firm shall furnish list of Plant & Equipment in attached **Format-IV** showing their present Site of deployment in remarks column. Planning for deployment of Plant & Machinery is to be indicated separately.
- (v) The firm/contractor must have sound financial standing and must submit documentary evidence of sound financial standing from any bank along with Bank Account number. The firm/contractor has to authorize BBJ to seek reference in this regard from the banker issuing the documentary evidence.
- (vi) The firm/contractor must submit a list of key personnel employed along with their bio-data in the attached **Format-V** along with the application.
- (vii) The firm/contractor must submit information regarding involvement in any litigation, current or during last 5(five) years along with name(s) of parties concerned and other details of the dispute in attached **Format VI**.
- (viii) The firm/contractor must submit PAN and PF code number issued by appropriate Govt. authority.
- (ix) The firm/contractor must submit GST registration number issued by appropriate Govt. authority.
- (x) The firm shall comply with all the conditions of above RVNL's Bid document for formation of JV as stipulated below. Also the Firm shall bear all expenditure, share the Earnest Money amount, cost of tender document etc. etc. in proportion to his share of participation for submission of tender and prepare all documents as would be necessary to be done by JV Member and submit the same to Lead Member at least 05 (five) days before the date of submission of bid. If the JV wins the contract then each JV member shall bear expenditure towards Performance Guarantee and any other BG, sales tax registration and other similar expenditure in proportion to their respective contract price. All incidental expenses shall be borne by JV member and not by BBJ, the Lead Member. The selected JV member will provide declaration in Rs.100/- (Rupees one hundred only) Stamp Paper duly Notarized that they/he will not bid singly or in JV with other firm for the tender he/ they are selected by BBJ as JV partner.

#### **JOINT VENTURE (JV) FIRMS IN WORKS TENDER**

- A.**
- (i) The JV shall not have more than three (3) partners;
  - (ii) Submit MOU or Joint Venture Agreement, as per form given in Section 4 of RVNL's Bid document.
  - (iii) The JV shall nominate a Representative through Power of Attorney (Form given in Section 4 of RVNL's Bid document.) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding

process and, in the event the JV is awarded the Contract, during contract execution.

- (iv) Submit Power of Attorney by individual partners to lead partners as per form given in Section 4 of RVNL's Bid document.
- (i) In case a Joint Venture is the successful bidder, the Joint Venture Agreement should be entered by the Joint Venture partners. The duly signed Joint Venture Agreement should be submitted along with the Performance Security to the employer after notification of the award of contract within 28 days as per format of RVNL's Bid document.
- (ii) Foreign Firm (s) should be covered under the grant of general permission to establish project offices in India (as per RBI Master Circular No.7/2015-16 updated up to the deadline for submission of bids) on securing the subject project or have already opened project office in India. In case of award of contract to a foreign firm such foreign firm has to submit proof of having opened project office in India before submitting any interim payment certificate.

## **B. Joint and Several Liability**

If the Contractor constitutes (under applicable Laws) a joint venture of two or more persons/firms:

- (a) These persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) These persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
- (d) (d) In the event of default by any partner of joint venture, on or after achieving 25% of the financial progress (excluding advance if any) the lead partner or remaining partner(s), in case the defaulting partner is the lead partner, shall notify the Employer within twenty eight (28) days of the occurrence and within Fifty six (56) days of the said notification, the lead partner or remaining partner(s), who are not the defaulting partner, shall assign the works of the defaulting partner, to equally competent party with prior consent of the Employer. For this purpose, the term "equally competent party" shall mean as under:

"The new JV partner replacing the defaulting partner should meet the EQC requirement of package/combination of packages which was met by the defaulting partner on the basis of which the original tender was awarded."

The replacement of any defaulting partner, with the new partner shall be subject to the condition that the new partner has to submit additional performance security equal to 10% of balance cost of work of the JV partner being replaced. The performance security submitted by the defaulting partner shall also continue with RVNL till satisfactory completion of the work.

- (e) Notwithstanding the consent of the Employer for change in composition or legal status of the joint venture the partners shall continue to be jointly and severally liable to the Employer.
- (f) The joint venture shall enter into a joint venture agreement incorporating the provisions of sub-paras (a) to (e) based upon the form annexed to the Conditions of Contract. The JV agreement shall indicate precisely the specific role of all members of the JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. The authority to sign the agreement shall be evidenced by approved legal instruments.

Notwithstanding the contents of the sub-clauses above, if the performance of any JV partner is not found satisfactory by the Employer, in respect of the responsibilities assigned to him as per JV agreement which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV as the case may be from participating in any RVNL tender from the date of issue of notice of default.

- (g) The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

#### **C. EXECUTIVE AUTHORITY**

The Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

#### **D. GUARANTEES AND BONDS**

The Performance Security and other Securities of a JV shall be in the name of the JV that submits the bid.

#### **E. BID SUBMISSION**

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation

#### **F. INDEMNITY**

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture

#### **G. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian

Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

## H. VALIDITY

The Agreement shall remain in force till the defect liability period is over and Securities are released

For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources

### Note:

1. All the copies of documents submitted along with the application should be clear & legible and also signed by the applicant.
2. While evaluating the documents submitted with EOI application, BBJ shall apply relevant clauses of the instant Bid document of RVNL.
3. BBJ reserves the right to reject any or all application without assigning any reason thereof.
4. BBJ reserves the right to physically check the original documents/ certificate, copies of which are submitted along with the application.

### PROCEDURE FOR SUBMISSION OF TENDER:

The applicant should submit complete set of EOI duly signed & stamped along with the application documents. The application indicating the applicant's name/ address and telephone/ mobile number with details of information as mentioned above/ below with a processing fee of Rs.10,000/- (Rupees ten thousand only) and should reach **on or before 15:00 Hrs. on 23.08.2018 & the same shall be opened on same day (i.e. 23.08.2018) at 16:00 Hrs.** The application should be addressed to:

**Deputy General Manager (Project – V)**  
**The Braithwaite Burn And Jessop Construction Company Limited**  
**27, RAJENDRA NATH MUKHERJEE ROAD**  
**(A Government of India Enterprise)**  
**KOLKATA - 700 001 (WEST BENGAL)**  
**PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961**  
**E-MAIL: [bbjproj@vsnl.net](mailto:bbjproj@vsnl.net) ; [bbj@india.com](mailto:bbj@india.com)**  
**Website: [www.bbjconst.com](http://www.bbjconst.com)**

Documents can be downloaded ([www.bbjconst.com](http://www.bbjconst.com)) from 17.08.2018 to 22.08.2018. The EOI document can also be downloaded from CPP Govt. Portal at [eprocure.gov.in](http://eprocure.gov.in).

If, however the above date happens to be a Holiday/Bandh, it will be received up to the next working day till the same time. Application may be sent by post. However, of the delay in receipt or non-receipt of the same, BBJ will not be responsible.

The firm/contractor must certify that all the information and documents provided in the application are true and correct.

The following Formats to be filled and submitted along with the application.

**FORMAT - I**

<b>GENERAL DETAILS OF THE ORGANIZATION</b>
Name of organization
Nature of the legal status in India
Legal status reference details
Nature of business in India
Date of Incorporation
Date of Commencement of Business
Address of the Headquarters
Address of the Registered Office in India
Other Relevant Information
Mandatory Supporting Documents: a) Certificate of Incorporation from Registrar Of Companies( ROC) b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company

**Format – II**

**(Details of work performed in last 7(seven) years ending 31.07.2018)**

Project Name	Client *	Description of work (including place & state)	Contract No	Value of Contract	Date of issue of Work Order	Stipulated period of completion	Actual date of completion *	Remarks Reasons for delay

\* attach certificate(S) from appropriate authority

**Format – III**

**(Existing commitment and Ongoing works)**

Project Name	Client *	Description of work	Contract No	Value of Contract	Date of issue of Work Order	Value of work executed*	Place & state	Remarks (Expected date of completion)

\* attach certificate(S) from appropriate authority

**Format – IV**

**(List of equipment owned by the firm/contractor)**

Item of Equipment	Capacity	Nos	Age/condition	Remark

\* attach document(S) showing proof of ownership

**Format – V**

**(List of key personnel employed by the firm/contractor)**

Position	Name	Qualification	Years of experience	Remark

**Format – VI**

**(Information of Litigation history in which firm/contractor is involved)**

Other party(ies)	Client	Cause of Dispute	Amount Involved	Remark showing present status