

(A Government of India Enterprise)
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KOLKATA - 700 001 (WEST BENGAL)
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अभिरुचि की अभिव्यक्ति (ईओआई)/ EXPRESSION OF INTEREST (EOI)

No. BBJ/GM(P&P)/EOI-01/EMPANELMENT/2024 Dated 08-Mar-2024

1.0 **The Braithwaite Burn And Jessop Construction Company Limited (BBJ)**, a premier Public Sector Enterprise of Govt. of India engaged in the construction of major Civil and Structural Engineering work invites Expression of Interest (EOI) applications from reputed and established firms/ agencies for empanelment towards Design Consultancy and Geo Technical/ Soil Investigation for various Civil/ Structural works.

2.0 **OBJECTIVE**

The objective of this expression of interest is to empanel reputed and experienced firms/ agencies for Design, Survey, Geo Technical/ Soil Investigations, and consultancy for various Civil/ Structural work in respect of Rail Bridges, Road Bridges including steel structures (Truss Girder/ Plate Girder/ Arch Girder/ Cable stayed bridge etc.), composite structures and PSC/Extradosed structures.

The detailed scope of work, terms & conditions and parameters for selection of the consultancy organization will be provided in the request for proposal for respective tender (to be participated by BBJ) for selection of consultants. This will be provided to only those firms shortlisted as per selective parameters provided in the EOI.

3.0 **Expression of Interest (EOI)** is invited for empanelment of firms/ agency for various civil/ structural works as follows:

4.0 **GENERAL SCOPE OF WORK**

Design, Survey, Geo Technical/ Soil Investigations, and consultancy for various Civil/ Structural work as per the following:

- A) **Railway Bridge Project - Design and Consultancy work for Bridge/ ROB/ RUB/ Rail Flyover:**
- Steel Superstructure (Plate Girder, Open Web Girder, Steel Concrete Composite Girder)
 - RCC/ PSC Girder
 - Long Span i.e. Steel Arch Girder
 - Substructure (Open Foundation, Pile and Well Foundation).
- B) **Road Bridge Project - Design and Consultancy work for Bridge/ ROB/ RUB/ Road Flyover:**
- RCC and PSC Girder
 - Steel Concrete Composite Girder
 - Long Span Girder e.g. Cable Stayed, Extradosed, Steel Arch Girder with composite road deck.
 - Substructure (Open Foundation, Pile and Well Foundation).
- C) **Survey and Geotechnical/ Soil Investigation Work – For Rail and Road Bridge Project.**

दी ब्रेथवेट बर्न एंड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD.

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The qualification of the agency will be decided based on their credibility like the area as mentioned in (A), (B) and (C) above. The same agency may be qualified for any/all the area as (A), (B) and (C) or jointly depending on their credibility and the requirements of tender work on a case-to-case basis.

4.1 The above scope of work to be executed both in Pre-Tender and Post Tender stage and to be defined in Bill of Quantities w.r.t. requirements of tender to be submitted by BBJ.

5.0 **MODE AND TIME OF SUBMISSION OF EOI**

Applicants may submit their EOIs (**hardcopy**) in sealed envelope in prescribed format to the following address:

The General Manager (Project & Purchase),
The Braithwaite Burn And Jessop Construction Co. Ltd.,
(A Government of India Enterprise)
27, Rajendra Nath Mukherjee Road, Kolkata – 700001.

within **14 (fourteen) days** from the date of this EOI i.e., **up to 15:00 hours on 21-Mar-2024**. Queries if any may be e-mailed before the date mentioned above at info.bbjconst@bbjconst.com.

The sealed offers should be submitted in BBJ-HO at Kolkata and the covers/ envelopes should be super scribed specifically against which Package the EOI is being submitted, EOI No, the date and time of closing. Interested firms may apply for one or more packages if they so desire. The EOIs shall be opened **at 16:00 hours on 21-Mar-2024**. Parties may depute their representative to attend at the time of opening.

The applicants are expected to examine all instructions, terms, and other details in the EOI document carefully. Failure to furnish complete information as mentioned in the EOI document or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Applicant's risk and may result in rejection of the proposal. The EOI is not an offer and is issued with no commitment.

6.0 **DOCUMENTS TO BE SUBMITTED**

Interested firms/Agency should submit relevant documents as follows:

6.1 General and Technical:

- General Profile of the company including nature of work/ expertise.
- The total manpower available / details of personnel.
- Documents pertaining to previous technical experience including financial turnover for evaluation.
- List of completed works during last seven years along with list of work in progress along with certified completion certificate issued by Client e.g. Govt./PSU, Private Ltd. or any reputed organization.
- List of pending court cases / arbitration cases, if any.

6.2 Commercial:

- Firm registration certificate.
- Certificate of Incorporation / Partnership Deed as applicable.
- PAN & GST registration
- MSME / NSIC / SSI registration
- PF / ESI registration

BBJ will have the right to verify all the documents directly from the issuing authority.

7.0 **ELIGIBILITY**

Eligible bidders may be a PSU or a Private Limited/ reputed Private Company or a proprietorship firm or a partnership firm registered in India. Documents are to be attached along with the application.

8.0 **EMPANELMENT/ SELECTION OF BIDDER**

The empanelment of Firms/ Agency and selection as qualified agency related to specific scope of work to be decided by BBJ on case-to-case basis.

Shortlisting of firms/agencies for empanelment will be done based on prequalification (technical, commercial, and financial) documents, submitted by firms.

As and when required BBJ shall approach directly one or more empaneled consultants, who are considered technically qualified for the subject work/ project by BBJ and invite their commercial offer for the requisite consultancy work.

9.0 **VALIDITY OF EMPANELMENT**

The empanelment against this EOI is purely temporarily in nature and shall remain valid for **2 (two) years** and from the date of empanelment which can be further extended for another one year subject to satisfactory performance as to be decided by BBJ in writing.

10.0 **GENERAL TERMS AND CONDITIONS**

- 10.1 The empaneled agency selected for a particular work/project will have to sign a MOU with BBJ.
- 10.2 BBJ reserves the right to cancel empanelment if it is found that after bidding for a particular tender in consortium with BBJ, the vendor has submitted bid for the same tender elsewhere either jointly or singly.
- 10.3 EMD/SD/PBG: The EMD/SD/PBG shall be decided on case to case basis as per tender floated and also as per MOU signed by the selected agency & BBJ.
- 10.4 Payment Terms / Statutory Deductions / LD / Risk Purchase: Shall be as per tender floated and as per conditions of tender documents / contract of BBJ's customer.
- 10.5 Sub-Contracting: After awarding the job, the party shall not sub contract or assign the work on any part thereof without the written permission of BBJ.
- 10.6 Arbitration: In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.
- 10.7 If a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

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- 10.8 Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.
- 10.9 The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.
- 10.10 It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata."

11.0 **INSTRUCTIONS TO THE APPLICANT FIRMS / OTHERS**

BBJ RESERVES THE RIGHT TO:

- a) Postpone the above-mentioned due date; cancel the EOI at any stage due to unforeseen reasons. BBJ may ask for further clarification from firm/ agency/ contractor during scrutiny of bids received.
- b) BBJ reserves the right to modify, expand, restrict, scrap this EOI, or reject the present or any Expression of Interest without assigning any reason thereof.
- c) BBJ reserves the right to make inquiries with any of the clients listed by the bidders in their previous experience record. Further BBJ may ask the firm to make a presentation to understand the capability of the firm/ agency/ contractor w.r.t project planning, capability, experience, approach methodology etc.
- d) The interested parties may visit BBJ HQ office at Kolkata and may obtain first-hand information regarding the intent of this EOI.
- e) It may be noted that BBJ will not reimburse any cost incurred by the firms/ agency/ contractors towards the preparation and submission of the EOI. BBJ will not be responsible or in any way liable for any costs regardless of the conduct or outcome of the selection process.
- f) The proposal and all associated correspondence shall be in English.
- g) BBJ reserves the right to visit the office/ work place of bidders to verify the quality work being undertaken.

12.0 **OFFER REJECTION CRITERIA**

BBJ may at its sole discretion and at any time during the evaluation of proposal, disqualify any firms, if they have:

- a) Submitted application after due date.
- b) Failure to furnish sufficient or complete details for evaluation of the proposal within the given period.
- c) Incomplete/ misleading/ false/ ambiguous in the proof of eligibility requirements.
- d) Failed to produce timely clarifications related thereto, when sought.
- e) Proposal not meeting qualification criteria as mentioned herein
- f) Declared ineligible by the Government of India / State govt. / Public sector undertaking.
- g) Proposal with technical requirements and or terms not acceptable to BBJ.
- h) Information relating to the evaluation, clarification and recommendation for pre-qualification shall not be disclosed to any firms or any other persons not officially concerned with such process until the empanelment process is completed. Any effort by the applicant firms to influence BBJ empanelment process may result in rejection of his EOI.

13.0 **BBJ'S RIGHT TO TERMINATE THE PROCESS**

- a) BBJ may terminate the EOI process at any time without assigning any reasons. BBJ makes no commitments, express or implied that this process will result in business transactions with anyone.
- b) This EOI does not constitute an offer by BBJ. The bidder's participation in this process may result in BBJ shortlisting the bidder to submit complete technical and financial response to RFP (Request for proposal).

14.0 **NOTIFICATION OF SHORTLISTING**

- a) BBJ shall notify the shortlisted firms/ agencies by email only.
- b) Only shortlisted firms/agencies shall be issued the RFP (Request for proposal).

15.0 **MISCELLANEOUS CLAUSE**

- i) Intention: It is not the intention of BBJ thorough this EOI to create any kind of cooperation or partnership or trust or any other form of legal entity, not to be an act of incorporation, not to constitute any party to be a partner, agent, representative of the trustee of BBJ. The relationship between the parties hereto shall be on an exclusive basis and limited to the terms & conditions mentioned herein.
- ii) Trade Mark: Further by the virtue of this EOI none of the parties herein shall be authorized, nor entitled to use the Trade Mark/ Name/ Logo etc. of the other party

(अनिमेश नियोगी/ Animesh Neogi)
महाप्रबंधक (परियोजना और खरीद)/ General Manager (Project & Purchase)