

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD
KOLKATA - 700 001 (WEST BENGAL)
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Expression of Interest (EOI)

No. BBJ/DGM(P-V)/AN/JV/EOI DATED 12.09.2016

- 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/BSB/GB/GCT/01 Dated: 31/08/2016 (www.rvnl.org/tender/view_tender.php | Tender ID: 20160046) where BBJ shall be the Lead Member:

Name of Work - Construction of Substructure, Superstructure and River Training/ Protection Works for Rail Cum Road Bridge over River Ganga between Ghazipur & Tarighat in connection with Construction of New BG line from Mau to Tarighat in the state of Uttar Pradesh, India.

Approx. Estimated Cost of Project- Rs.446.60 Crores.
Bid Security- Rs.2 Crores
Period of Completion- 36 (thirty-six) 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. NS-4a, NS-4b, NS-5(a) & (b), NS-6, NS-7(i) & (ii), NS-8, NS-9, 2059a, 2060, 2062 under Bill No.2B, NS-1, NS-2 under Bill No. 2C, 4001c, 4002a, 4003a, 4004 under Bill No. 4A, 4022a, 4022b, 4024, 4038 under Bill No. 4B, 5004, 5005, 5006a, 5006b, 5014, 5015, NS-1 under Bill No. 5A, and 5053 under Bill No. 5B of BOQ of RVNL]

Approx. value- Rs.252.04 Crores.

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

- (a) Construction of well foundations of size 18.0m x 8.5m double-D type. [Sl. No. NS-2(a) & (b), NS-3, NS-4, NS-6, 2034a, 2034b, 2034c, 2034d, 2040, 2041, 2043 under Bill No. 2A and NS-1, NS-2, NS-3 under Bill No. 2B of BOQ of RVNL].

- (b) Construction of RCC well cap, pier, pier cap, pedestal, abutment and abutment cap [NS-1, NS-7, NS-8, 2015, 2016, 2020, 2021, 2031, 2032, 2033 under Bill No.2A, 8002, 8003 under Bill No. 8 of BOQ of RVNL]
- (c) Construction of RCC deck slab for roadway including crash barriers, pedestrian railings, footpaths, curbs, drainage works etc. [NS-9(a)(b)(c), NS-10(a)(b), NS-11, NS-12, NS-13, 2003, 2004, 2007, 2018 under Bill No.2A, NS-9 under Bill No.2B, 2076 under Bill No.2C and NS-1, NS-2 under Bill No.7A of BOQ of RVNL]
- (d) Supply, Fabrication and placement of cutting edges, caissons in position
- (e) River training works such as guide bunds, launching aprons spurs, cofferdams etc.
- (f) Geotechnical Investigation at each piers and abutment locations.
- (g) All survey works required for setting out of work.
- (h) Designing, supplying, fabricating and placing in position Modular Strip Seal Expansion Joints for Road Deck.
- (i) Earth work in formation. [Sl. No.1002a, 1002b, 1003, 1007a, NS-1(a), (b) under Bill No.1, 2001a, 2001b, 2002 under Bill No.2A and 7035 under Bill No.7A of BOQ of RVNL]
- (j) Site office and other miscellaneous [Sl. No. 9001, 9002, 9003a, 9003b, 9003c, 9003d under Bill No.9, 10001 under Bill No. 10, 191020, 191100, 191110, 191120, 191130, 191140, 191160, 191170, 191180 under Bill No.10A and 1009a, 1009b, 1009c, 1009d, 1009e, 1010n under Bill No.1 of BOQ of RVNL]

Approx. value- Rs.194.56 Crores

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:

- (a) Minimum average annual construction turnover (last 3 years) is **Rs.100 Cr.** Calculated as average contractual payments received within the last three financial years i.e. FY 2013-14 to FY 2015-16. Necessary certificate to this effect should be from a Chartered Accountant firm.
- (b) Available Bid Capacity = $(A \times N \times 1.5 - 0.33 \times N \times B)$ should be more than 120 Cr., where A = Maximum value of work executed (total contract receipts) 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.

- (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)

(ii) Technical Eligibility Criteria:

The firm should have executed the work of sinking of well of **182.93 m** or more in Railway/ road/ metro rail bridges (including viaducts) in **1 (one) year** which should fall during the last seven years prior to the bid submission dead line. Evaluation shall be done as per the note below.

(Credential certificates issued by Govt. Organizations / Semi Govt. Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous bodies of Central or State Governments)

NOTE: Evaluation shall be done to assess the execution of quantity of aforesaid activity in a period of any one year. In cases, where year-wise quantities (For identical Period) of a key activity are indicated in the employer's certificate(s) of single or multiple works, the same will be considered to arrive at the total quantity of the key activity executed in a single year through single/multiple contract. In all other cases, assessment of execution of quantity of the key activity in a period of any one year will be made in the following manner:

- (i) If the criteria is being met through a single contract (as per statement submitted by the bidder as required vide Para (v) below), then the quantity executed shall be divided by the number of months from start of execution of activity up to the end of execution of activity and multiplied by 12 to arrive at the quantity executed in a year (if the period of execution is less than 12 months, the same will be taken as 12 months for calculation purposes) to establish whether the criteria is being met.
- (ii) If the criteria is being met through multiple contracts (as per statement submitted by the bidder as required vide Para (v) below), then the quantities executed through these contracts will be added and the sum shall be divided by number of months for the period starting from earliest month of start of execution of the activity in any of the contracts and ending with the latest month of execution of the activity in any of the contracts, as per employer's certification. In case the period between the earliest start month and latest finish month is less than 12 months, it will be taken as 12 months for calculation purpose. This average will then be multiplied by 12 to arrive at quantity executed in a year to establish whether the criteria is being met.
- (iii) In case employer's certificate does not indicate start/end month of execution of the key activity then start/end month of contract shall be considered as the start/end month of execution of the key activity.

- (iv) For the contracts starting more than seven years prior to the deadline for submission of bids and where employer's certificate does not clearly indicate quantity of a particular key activity executed during last seven years prior to the deadline for the submission of bids, in such a case, quantity considered to be executed during the period of the such contract falling within last seven years shall be worked out on proportionate basis [i.e. by applying ratio of period of contract falling in last seven years to total period of the contract or period of execution of key activity falling in last seven years to total period of execution of the key activity as given in employer's certificate as the case may be].
- (v) Bidder should submit a statement indicating as to how criteria specified above is being met duly referring to the relevant employer's certificates enclosed with the bid.

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 31/08/2016 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 VAT registration number issued by appropriate Govt. authority.
- (x) The firm/contractor must be registered with competent authority of Central Excise & Customs, Govt. Of India, for Service Tax.
- (xi) 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.
 - (vi) 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.

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 23rd September, 2016 & the same shall be opened on same day (i.e. 23rd September, 2016) 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 ; bbj@india.com
Website: www.bbjconst.com

Documents can be downloaded (www.bbjconst.com) from 13th September, 2016 to 22nd September, 2016. The EOI document can also be downloaded from CPP Govt. Portal at eprocure.gov.in.

Processing fee of Rs.10,000/- (non-refundable) to be paid in the form of Demand Draft/ Bankers Cheque in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata and to be enclosed with the application.

Applicants are required to submit Earnest Money Deposit (EMD) against this EOI in the form of Demand Draft/ Banker's Cheque for Rs.5,00,000/- (Rupees five lac only) in favour of "The Braithwaite Burn And Jessop Construction Company Limited", payable at Kolkata and to be enclosed with the application. EMD of the successful applicant will be returned after submission of bid to RVNL. EMD of the unsuccessful applicant shall be returned after formation of JV with the successful applicant.

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

GENERAL DETAILS OF THE ORGANIZATION
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 31.07.2016)

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
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* 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	Client	Cause of	Amount	Remark showing

party(ies)		Dispute	Involved	present status