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### **EXPRESSION OF INTEREST (EOI)**

#### **No. BBJ/DGM(P-V)/JV/NF.RLY/EOI DATED 23.12.2016**

- 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 and Structural Engineering firms/ contractors to constitute Joint Venture for participation in the following tenders, invited by Northeast Frontier Railway vide Tender Notice No.: CON/2016/Dec-02 Dated: 09.12.2016;

#### **Tender No. CE/CON/HJI-LMG/ROB/2016/13**

Construction of 2(two) nos. Road Over Bridge including approaches (viaduct) on pile foundation with main span consisting of Bow String Arch Steel Girder in-lieu of L-Xing No.ST-40 & ST-45 at Hojai and Lanka yard and one No. Limited Height Subway at Hojai yard in lieu of L-Xing No.ST-41 in connection with Hojai-Lumding patch doubling work

Tender Value: Rs.89,47,11,070.00  
Earnest Money: Rs.46,23,560.00  
Completion Period: 18 months  
Cost of Tender document: Rs.25,000.00

#### **2.0 Scope of Work**

I. For Lead Member (to be selected): **Substructure component**  
Value as per NIT of N.F. Railway: Rs.48,96,40,448.60

II. For BBJ (JV Member): **Superstructure component**  
Value as per NIT of N.F. Railway: Rs.40,50,70,621.55

- 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.

#### **(a) Eligibility Criteria:**

##### **(i) Technical Eligibility Criteria:**

The firms/contractor should have completed at least one similar single work for a minimum value of **35%** (thirty-five percent) of advertised tender value for Substructure work i.e. **Rs.48,96,40,448.60.**

Similar nature of works physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

**Similar nature of work means 'Construction of pile/well foundation as substructure' part only of Bridge work of open web steel girders having super structure of minimum 30m span on the above substructure.**

**Note: For JV purpose: The tendered work is a composite work with component of superstructure shall be Rs.40,50,70,621.55 and substructure component shall be Rs.48,96,40,448.60. The members satisfying technically eligibility criteria for the largest component (Sub structure in this case) of the work shall be the lead member as per the instruction of JV firm vide clause No.65 of General Condition of Contract 2013 of the authority.**

(ii) **Financial Eligibility Criteria:**

The firms/ contractor shall be eligible only if he/they fulfill Minimum Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of **150%** (one hundred fifty percent) of the advertised tender value for Substructure work i.e. **Rs.48,96,40,448.60**.

Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/ client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

Note: Certificate from private individuals / firms for whom such works are executed / being executed shall not be considered.

- (iii) For other details, please refer the NIT published by the authority.
- (b) (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 3 (three) financial years and current financial year in attached **Format-II** along with Completion Certificates.  
(ii) The firm shall furnish list of ongoing projects in hand in **Format-III**  
(iii) 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 if JV is formed for the above tenders.
- (c) 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.
- (d) 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.
- (e) 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**.
- (f) The firm/contractor must submit PAN and PF code number issued by appropriate Govt. Authority.
- (g) The firm/contractor must submit VAT registration number issued by appropriate Govt. Authority.
- (h) The firm/contractor must be registered with competent authority of Central Excise & Customs, Govt. Of India, for Service Tax.
- (i) The firm shall comply with all the guidelines for formation of JV as stipulated below. Also the Firm shall bear all expenditure, share the Earnest Money amount, cost of tender document etc. at pre-

tender stage 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. 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 Lead member and not by BBJ, the JV Member. The selected Lead 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 same tender.

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

1. **Participation of Joint Venture (JV) Firms In Works Tender:** This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board from time to time.
- 1.1 Separate identity/name shall be given to the Joint Venture Firm.
- 1.2 Number of members in a JV Firm shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one department.
- 1.3 A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- 1.4 The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- 1.5 Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- 1.6 One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of JV Firms with up to three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- 1.7 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).
- 1.8 Once the tender is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

- 1.9 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railway). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 1.10 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 1.11 On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 1.12 On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/ Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/ comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses:
- 1.12.1 Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 1.12.2 Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 1.12.3 Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 1.13 Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- 1.14 No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.
- 1.15 Documents to be enclosed by the JV Firm along with the tender:

- 1.15.1 In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
- (a) Notary certified copy of the Partnership Deed,
  - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
  - (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- 1.15.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:  
Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- 1.15.3 In case one or more members is/are limited companies, the following documents shall be submitted:
- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
  - (b) Copy of Memorandum and Articles of Association of the Company.
  - (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
- 1.15.4 All the Members of JV shall certify that they are not black listed or debarred by Railways or any other Ministry/ Department/ PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.  
{Authority: Railway Board's letter no. 2002/CE-I/CT/37 JV Pt III, Dated 05/14.11.2013}
- 1.16 Credentials & Qualifying Criteria: Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria:
- 1.16.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):
- (a) Either the JV Firm or Lead Member of the JV Firm must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single work for a minimum of 35% of advertised value of the tender.
- OR**
- (b) (i) In case of composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), for each component, at least 35% of the value of any of such components individually for single similar nature of work should have been satisfactorily completed by the JV Firm or by any member of the JV Firm in the previous three financial years and the current financial year up to the date of opening of tender. The member satisfying technical eligibility criteria for the largest component of the work shall be

the Lead Member and that Member shall have a majority (at least 51%) share of interest in the JV Firm.

- (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than Rs.2 crores each.
- (iii) However, as long as the JV Firm or any member of the JV Firm meets with the requirements, in one or more components of the work, and has completed a minimum of 35% of the advertised value of the tender for the same value of the component, and resultantly, all the members of the JV collectively, then meet the prescribed technical eligibility criteria, the JV shall stand technically qualified.

Note: Value of a completed work done by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

1.16.2 Financial Eligibility Criteria: The contractual payments received by the JV Firm or the arithmetic sum of contractual payments received by all the members of JV Firm in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

Note: Contractual payment received by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender under consideration

{Authority: Railway Board's letter no. 2002/CE-1/CT/37, dated 07.09.2011}

**Note:**

1. All the copies of documents submitted along with the application should be clear & legible and also signed by the applicant.
2. BBJ reserves the right to reject any or all application without assigning any reason thereof.
3. 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 should reach **on or before 15:00 Hrs. (IST) on 30.12.2016 and the same shall be opened at 16:00 Hrs. on**. 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: [animeshneogi@bbjcons.com](mailto:animeshneogi@bbjcons.com)**  
**Website: [www.bbjconst.com](http://www.bbjconst.com)**

Documents can be downloaded ([www.bbjconst.com](http://www.bbjconst.com)) from **24.12.2016 to 29.12.2016**. The EOI document can also be downloaded from CPP Govt. Portal at [eprocure.gov.in/epublish](http://eprocure.gov.in/epublish).

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 3(three) years ending 31.11.2016)**

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

\* 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

(A. NEOGI)  
Dy. General Manager (P-V)