

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

EOI No.: BBJ/GM(P&P)/EOI-02/CIVIL/2023

Date: 9<sup>th</sup> May 2023

(A Government of India Enterprise)  
27, RAJENDRA NATH MUKHERJEE ROAD  
KOLKATA - 700 001 (WEST BENGAL)  
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**अभिरुचि की अभिव्यक्ति (ईओआई) / EXPRESSION OF INTEREST (EOI)**

**No. BBJ/GM(P&P)/EOI-02/CIVIL/2023 Dated 9<sup>th</sup> May 2023**

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/ contractors for empanelment towards execution of various civil works.

2.0 **OBJECTIVE**

Now, the company aims to widen its base in the field of Civil Works i.e., Road, Bridges, Highways, Buildings, and other developments works etc. Hence, the company intends to empanel reputed and experienced firms / agencies / contractors in the concerned field.

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

4.0 **GENERAL SCOPE OF WORK**

- i) **Package A:** Construction of Buildings such as Educational Institutions, Hospitals, Hutment, Amusement Park, Rural Market Place etc. along with other ancillary works.
- ii) **Package B:** Construction of drains, culvert, substructure of major bridges and minor bridges etc.
- iii) **Package C:** Survey, investigations, design and development / redevelopment, remodeling of various Government / Private / Institutional structures including ancillary Mechanical, Electrical, Plumbing & Drainage (MEP) works.
- iv) **Package D:** Foot over Bridges (Civil and Steel) all inclusive.

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

Applicants may submit their EOIs in sealed envelope in prescribed format to the General Manager (Project & Purchase), The Braithwaite Burn And Jessop Construction Co. Ltd., 27 Rajendra Nath Mukherjee Road, Kolkata – 700001, within 30 (Thirty) days from the date of this EOI i.e., **up to 15:00 hours on 8<sup>th</sup> June 2023**. Queries if any may be e-mailed before the date mentioned as above at [subhasissen@bbjconst.com](mailto:subhasissen@bbjconst.com) and/or [info.bbjconst@bbjconst.com](mailto: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 EOs shall be opened **at 15:00 hours on 9<sup>th</sup> June 2023**. 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 should submit relevant documents as follows:

6.1 General and Technical:

- a) General Profile of the company.
- b) The total manpower available / details of personnel.
- c) Documents pertaining to previous technical experience including financial turnover for evaluation.
- d) List of equipment and machinery owned/ hired/ leased for use in each such project.
- e) List of completed works during last seven years along with list of work in progress along with certified completion certificate.
- f) List of pending court cases / arbitration cases, if any.
- g) Any other necessary information.

6.2 Commercial:

- a) Firm registration certificate.
- b) Certificate of Incorporation / Partnership deed as applicable.
- c) PAN & GST registration
- d) MSME / NSIC / SSI registration
- e) 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 limited company or a proprietorship firm or a partnership firm or LLP registered in India. Documents are to be attached along with the application.

7.1 Technical and financial eligibility shall be decided as follows:

- a) Financial Eligibility:
  - i) Bidder shall be Financially eligible up to the project value "A", where A = Bidder's Avg. Annual Turnover / 30%.

[Ex. If Bidder's Avg. Annual Turnover is Rs. 10 Cr., they will be Financially Eligible for the Project of value up to {Rs. 10 Cr. / 30%} i.e., Rs. 33 Cr.]

- ii) The Bidder shall have earned profit in all of the 3 financial years ending on 31<sup>st</sup> March 2022. The Bidder should also have positive net worth.
- b) Technical Eligibility:  
The bidder should have successfully completed Projects in "Similar Packages" in the last 07 (seven) years ending last day of month previous to the one in which offer(s)/ bid(s) are invited should be any one of the followings:
- i) Value from One Project in any of Similar Packages as below:  
  
N.B. Bidder shall be Technically eligible up to the project value "X", where  
 $X = \text{Value of One Project} / 80\%$ .  
  
[Ex. If Bidder submits Credentials of One Eligible Project of Rs. 10 Cr., they will be Eligible for the Projects of value up to {Rs. 10 Cr. / 80%} i.e., Rs. 12.50 Cr.]
- OR,
- ii) Value from each of the Two Projects in any of Similar Packages as below:  
N.B. Bidder shall be Technically eligible up to the project value "X", where  
 $X = \text{Min. value of each of the Two Projects} / 50\%$ .  
  
[Ex. If Bidder submits Credentials of Two Eligible Projects of Rs.7 Cr. & Rs.6.5 Cr., they will be Eligible for the Projects of value up to {Rs.6.5Cr. / 50%} i.e., Rs.13 Cr.]
- OR,
- iii) Value from each of the Three Projects in any of Similar Packages as below:  
N.B. Bidder shall be Technically eligible up to the project value "X", where  
 $X = \text{Min. value of each of the Three Projects} / 40\%$ .  
  
[Ex. If Bidder submits Credentials of Three Eligible Projects of Rs.7 Cr., Rs.6.5Cr. & Rs.5 Cr., they will be Eligible for the Projects of value up to {Rs.5Cr./ 40%} i.e., Rs.12.5 Cr.]

## 8.0 **EMPANELMENT**

The empanelment of Firms/ Agency/ Contractors is purely temporary in nature and related to specific scope of work to be decided by BBJ on case-to-case basis.

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

BBJ shall make package wise, value wise panel. As and when the company decides to execute / bid for a specific work, offer/ bid shall be invited from empaneled techno-commercially qualified contractors on a case-to-case basis.

The above Scope of Work is only indicative, not exhaustive and the tender inquiry issued on a case-to-case basis shall contain the exhaustive scope of work. For each work as tendered case-to-case, the work progress depends on the site conditions provided by the customer of BBJ also, over which the influence of BBJ will be limited, and BBJ shall not be able/ liable to compensate for any loss if incurred by the party due to such or anticipated prolongations in work completion or at any time whatsoever.

## 9.0 **GENERAL TERMS AND CONDITIONS**

- 9.1 Interested parties who shall submit their offer against this Expression of Interest shall accept the terms & conditions anywhere stipulated in this EOI in addition to other relevant terms at the time of tender floating as per specific tender.
- 9.2 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 either jointly or singly.
- 9.3 EMD/SD/PBG: The requisite EMD/SD/PBG shall be as per tender floated and also as per specific tender documents of / or as stipulated by BBJ's customer.
- 9.4 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.
- 9.5 Sub-Contracting: After awarding the job, the party should not sub contract or assign the work on any part thereof without the written permission of BBJ.
- 9.6 Compliance to the Statutory Laws & Rules: The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as:
- a) Contract Labour (regulation and Abolition) Act 1970 & Contract Rules 1971.
  - b) Payment of Bonus Act 1948
  - c) Payment of Gratuity Act 1972
  - d) ESI Act 1948
  - e) Workmen Compensation Act 1923
  - f) Factory Act 1948
  - g) Central Government Minimum Wages Act
  - h) Employee Provident Fund & Misc. Provision Act 1952
  - i) Provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may arise by reasons of contractor's default either willfully or by ignorance.
- 9.7 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.

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.

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.

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.

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.”

10.0 **VALIDITY OF EMPANELMENT**

The empanelment against this EOI is purely temporarily in nature and shall remain valid for 2 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.

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 proposal, 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 Project Sites of bidders to verify the quality work being undertaken vis a vis the project requirements of that site.

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 **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 be use the Trade Mark/ Name/ Logo etc. of the other party

14.0 **CONTACT PERSONS:**

Shri P S Chattopadhyay: 033-24485841 to 44

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