

Expression of Interest (EOI) for Construction of infrastructure (Technical & Administrative) in South East Asian Country (Archipelago) in Western Pacific Ocean.

1. **BrahMos Aerospace Private Limited, A Joint Venture Company invites Expression of Interest from** All firms enlisted or accredited in any govt. Department (Central / Union / Federal Government Ministry or Department / State/ Provincial / Regional Government Ministry or Department/ Central/ State Govt. PSUs / Accreditation Board as Composite Contract (inclusive of Civil, Electrical & Mechanical works) not less than INR 100 Crores / 12 m USD.
2. **Currency of the Document:** Either in USD / INR. The USD will be applicable based on the Bill Selling rate of SBI Sansad Marg Branch, Delhi, India on the last date for Expression of Interest.
3. **End User:** Government of Republic of South East Asian Country.
4. **Non-Disclosure Agreement (NDA):** Interested parties / firms are required to sign NDA as per the format placed at **Appendix – 'B'**.
5. **Documents to be submitted:** Interested firms are requested to submit the following documentation to BrahMos Aerospace Private Limited:

<u>SN</u>	<u>Criteria</u>
A.	<p>Firm Details:</p> <p>(a) Type of Business:</p> <p><u>Field of Business:</u> The firm should be in the field of Construction Business and must have been in the business of construction for at least last 3 years (prior to the date of bid submission). The firm should have expertise in Construction of Infrastructure/ Industrial / Non-Residential / Pre – Engineered Buildings on Composite Turnkey Basis for Central/ Federal/ Union Government, State / Provincial Government / Public Sector Enterprise (Units)/ Armed Forces in India / Southeast Asian Country / Any other relevant Experience is Construction is also allowed to express their interest.</p> <ul style="list-style-type: none"> ❖ Copy of relevant and valid Completion Certificate and LOA/Contract of more than 3 years before the date of bid submission should be submitted. ❖ Firms to submit details of ongoing, work completed, during the last 10 Years or since inception whichever is recent as per Appendix – 'C' ❖ <u>Registration Status:</u> The firm (Domestic) must be a firm incorporated / registered in India under the Indian Companies Act 1956 and the relevant clauses of Indian Companies Act, 2013 for at least 3 years (prior to the date of bid submission). The Foreign Firms



<u>SN</u>	<u>Criteria</u>
	<p>must be a company incorporated in Southeast Asian Country under the laws of Southeast Asian Country for at least 3 Years (prior to submission of the Bid).</p> <p>❖ Certificate of incorporation and registration details with Ministry/Govt. Departments/Autonomous Bodies of Govts. In India/Southeast Asian Country must be submitted as documentary proof for the same.</p> <p style="text-align: center;">OR</p> <p>❖ A wholly owned/51% subsidiary Company registered in India/ South East Asian Country of a Foreign Company having requisite experience. For considering the technical and financial experience of the Parent Company, the subsidiary Company registered in India/ South East Asian Country should provide an undertaking from their Parent Company confirming thereby:</p> <p style="margin-left: 40px;">(i) Perpetual and unconditional access to expertise, personnel and facilities of the Parent Company to the Indian Company/ South East Asian Country; and</p> <p style="margin-left: 40px;">(ii) Sharing of risks and profits of the Indian Company/ South East Asian Country by the Parent Company.</p> <p>❖ Joint Venture: A Joint Venture (JV)/ Consortium from India/ Country of Execution is permissible subject to fulfilling following conditions:</p> <p style="margin-left: 40px;">(i) maximum number of members in the JV or Consortium shall be two;</p> <p style="margin-left: 40px;">(ii) the parties in a JV or Consortium shall be jointly and severally liable;</p> <p style="margin-left: 40px;">(iii) members of the JV/ Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have at least 51% (fifty one percent) stake in the JV/ Consortium.</p> <p style="margin-left: 40px;">(iv) The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix – 'D', signed by all the members of the JV/Consortium.</p> <p style="margin-left: 40px;">(v) the Lead Partner, shall be the technology/ solution provider firm/ system integrator company amongst the parties in JV/ Consortium and shall fulfill eligibility condition at Registration of Suppliers.</p> <p style="margin-left: 40px;">(vi) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations</p> <p style="margin-left: 40px;">(vii) An individual Firm cannot at the same time be member of a JV/ Consortium applying RFP. Further, a member of a</p>



SN	Criteria
	<p>particular JV/ Consortium cannot be member of any other JV/ Consortium applying for RFP.</p> <p>(viii) Members of the JV/ Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified (the "Joint Bidding Agreement"), for the purpose of</p> <p>(ix) submitting a Bid in case selected for forwarding of RFP after the completion of EOI Process.</p> <p>(x) The technical and financial eligibility/ experience of any partner of JV or Consortium shall be considered only if the partner is proposed to have at least twenty six percent (26%) stakes in the JV/ Consortium.</p> <p>Note:</p> <ul style="list-style-type: none"> • No change in the constitution of JV/ Consortium will be allowed during the entire period of contract validity without the prior approval of BrahMos Aerospace Private Limited. • The Joint Venture Agreement should clearly describe the responsibility of each partner and the shareholding percentage.
B.	<p>Turnover:</p> <p>The Firm should have minimum annual average turnover from Construction Business of at least INR 30 Cr/3.6M USD in last 3 consecutive financial years immediately preceding the Bid due date. Certificate from the Statutory Auditor in the prescribed format as per the Country of Incorporation should be submitted. (Appendix – E)</p>
C.	<p>The applicants / firms should not have incurred any loss (i.e., profit after tax should be positive) in more than two years during the last seven consecutive Financial Years.</p>
D.	<p>The applicants / firms who have applied for / availed CDR (Corporate Debt Restructuring) or BIFR (Board for Industrial and Financial Reconstruction) or SDR (Strategic Debt Restructuring) during the past seven (07) financial years are NOT ELIGIBLE to participate in this bid. Certificate in this regard from statutory auditor shall be submitted along with bid.</p>
E.	<p>Net Worth:</p> <p>The Firm should have INR 10 Cr/1.2 M USD in financial year immediately preceding the Bid due date. Certificate from the Statutory Auditor in the prescribed format should be submitted in technical bid. For the purpose of this EOI, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.</p>



<u>SN</u>	<u>Criteria</u>
	<p>In case of a JV/ Consortium, the weighted combined Turnover and net worth of each partner of JV or Consortium shall be considered in proportion to their stakes in the JV/ Consortium in order to meet the minimum aggregate requirements of those members.</p>
F.	<p><u>Note:</u></p> <p>(1) The Bids must be accompanied by the Audited Annual Reports of the Firm (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the financial year in which the Bid is made.</p> <p>(2) In case the annual accounts for the latest financial year are not audited and therefore the Firm cannot make the same available, the Firm shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Firm shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered and Net worth of the latest Audited Annual Report available shall be considered for the purpose of this RFP.</p> <p>(3) Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Firm, as at the close of the preceding financial year as per Appendix – 'E' shall be provided in support of their claim.</p>
G.	<p><u>Technical Strength:</u></p> <p>Relevant Construction Experience: The firm must have experience of successfully executed Project having similar nature of work during last 10 financial years or since inception whichever is recent as under –</p> <p>One similar completed work cost not less than the amount equal to INR 80 Cr/9.6 M USD (OR)</p> <p>Two similar completed works, each Costing not less than the amount equal to INR 50 Cr/6 M USD (OR)</p> <p>Three similar Completed works, each costing not less than the amount equal INR 40 Cr/4.8 M USD</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> • The project shall be either delivered or in Operations and Maintenance phase. • Completion certificate signed by the Authorized Signatory of the



SN	Criteria
	<p>Client should be submitted in the technical bid.</p> <ul style="list-style-type: none"> In case of a JV/ Consortium, the aforesaid Technical Strength can be fulfilled by any one or all JV/Consortium members combined who have at least 26% (twenty-six per cent) stake in the JV/ Consortium. The Quality Assurance System / Certification towards Quality may also be forwarded along with the Expression of Interest. The list of controlling personnel and their educational qualifications may also be forwarded as part of the documents.
H.	<p>A firm blacklisted/ declared ineligible by Government of India or Government of South East Asian Country or its executing agencies or any other Ministry / PSU / State / Central Government or its Department/ Enforcement agencies/ Autonomous Body etc. shall be ineligible to apply for participating in this RFP.</p> <p><i>Self-declaration to this effect shall be submitted as part of the Bid.</i></p>
I.	<p>A Firm determined non-performing or having been terminated any project during last three years by Government of India or Government of South East Asian Country or its executing agencies or any other Ministry / Public Sector Enterprise / State / Central Government or its Department/ Enforcement agencies/ Autonomous Body etc. will not be eligible to participate in this RFP.</p> <p><i>Self-declaration to this effect shall be submitted as part of the Bid.</i></p>
J.	<p>The firm must have experience of Infrastructure/ Industrial / Non-Residential / Pre – Engineered Buildings in foreign/South East Asian Country/Country of Execution.</p>
K.	<p>The firms submitting experience certificate for the works done in joint venture (JV)/ consortium with other firms/ companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share / work done.</p>
L.	<p>The firm must possess or should have capability of possessing all Construction Permits required in the South East Asian Country.</p> <p>Firm needs to submit plan for such a proposal prior to the Technical and Commercial Evaluation Stage.</p>
M.	<p>Any firm having any foreign National / Citizen/ Partner (except the Country of Execution) as Director is not eligible for bidding. The firm has to submit the Partners'/ Directors' name and their addresses and also shall submit declaration/ undertaking to the effect that no foreign national is the Director/ Partner of the firm except the Country of Execution.</p>
N.	<p><u>Note:</u></p>



<u>SN</u>	<u>Criteria</u>
	In case of a firm who has multinational presence must submit his approximations and the errors accumulated during the translation of Financial Statement. Non-Submission of them will make lead to disqualification from further participation.

6. The firms may contact AGM (Commercial) through mail at contracts@brahmos.com or Phone at + 91 11 42285103.
7. The interested firms are requested to submit their documents along with a letter of Introduction (on their letterhead) by 19 Sept 2025 through e-mail with the attachments of documentation (password protected). The Company will contact the firms for the password through email / Phone Number which is officially forwarded in the Letter of Introduction.
8. Interested firms are requested to acknowledge the downloading of these documents from website www.brahmos.com till 18 September 2025 at 1500 Hrs. (IST) as per the format placed at Appendix - 'A'.

**Authorised Signatory
(For BrahMos Aerospace Private Limited)**

Abhishek Panigrahi

**Abhishek Panigrahi
Additional General Manager
Commercial
For and On Behalf of CEO & MD**



**Abhishek Panigrahi
AGM (Commercial - Production Control)
BrahMos Aerospace**

Appendix – 'A'

ACKNOWLEDGEMENT OF DOWNLOADING OF RFP

**(In the letterhead of the Company, to be received till the End Date
of the Pre -Bid Clarifications)**

Dear Sir,

**We _____ (Name of the Company) from _____
Place have downloaded the RFP Document NO. _____
from www.brahmos.com.**

**We are interested to participate in the bidding process and also
have possession of the documents required in the Pre –
Qualification Criteria.**

**We will submit our tender documents by the Due Date of applying
for the Tender.**

Authorised Signatory of BIDDER

**NAME
DESIGNATION**

**Place
Date
Official Seal**



NON-DISCLOSURE AGREEMENT

(Print Out to be taken on Normal Paper Only)

1. This Non-Disclosure Agreement (NDA) is entered into by and between BrahMos Aerospace Private Limited (Disclosing Party) and _____ located at _____ (Receiving Party) for the purpose of preventing the unauthorized disclosure of confidential information as defined below:
2. The parties agree to enter into a confidential relationship with respect to the disclosure of the RFP for _____ (name of the Project).
3. For purpose of this Agreement, "Confidential Information" shall include all information or material in which Disclosing party is engaged. If confidential information is in written form, the Disclosing party shall label or stamp the materials with the word "Confidential" or some similar warning. If confidential information is transmitted orally, the Disclosing Party shall promptly provide a written communication indicating that such oral communication constituted confidential information.
4. Receiving party shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing party. Receiving party shall carefully restrict exercise to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign Non-Disclosure restriction at least as protective as those in this Agreement. Receiving party shall not, without prior written approval of Disclosing party, use, publish, copy, or otherwise disclose to others, or permit the use by others or to the detriment of Disclosing party, any confidential information. Receiving party shall return to the Disclosing party any and all record, notes and other written, printed or tangible materials in its possession pertaining to confidential information immediately if Disclosing party requests it in writing.
5. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. If any provision of this Agreement is held to be invalid or unenforceable by court of law, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. This agreement expresses the complete understating of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except with the written consent of both the parties.
8. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of Receiving party without assigning any reason and shall also be liable to proceeded against in a Court of Law.



9. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such parties. Each party has signed this Agreement through its authorised representatives.

Disclosing Party:

Signature	
Name and Designation	
Organization	
Date	

Receiving Party :

Signature	
Name and Designation	
Organization	
Date	



Appendix – 'C'

DETAILS OF WORKS COMPLETED DURING THE LAST TEN YEARS

(Amt in USD/INR Million)

Sr.	Name of Work	Owner or Sponsoring Organisation	Date of Commencement	Date of Completion		% Pro-gress	Tender Amount	Gross Amount of Completed Work	Location of Work
				Stipulated Contract	Actual in				
1	2	3	4	5	6	7	8	9	10



**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER
OF JV/ CONSORTIUM**

(To be signed on a Legal Paper duly authorised as per the Country of Registration of JV)

Dated

Refer RFP Para No.

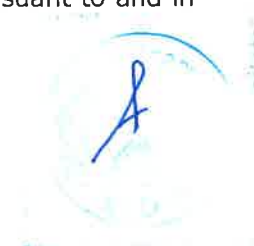
1. Whereas the Company has invited bids from interested parties for _____ ("the Project").

Whereas, _____, _____ and _____ (collectively the "JV/ Consortium") being Members of the JV/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the JV/ Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/ Consortium, all acts, deeds and things as may be necessary in connection with the JV/ Consortium's bid for the Project and its execution.

2. NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. _____, having its registered office at _____, being one of the Members of the JV/ Consortium, as the Lead Member and true and lawful attorney of the JV/ Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/ Consortium and any one of us during the bidding process and, in the event the JV/ Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in firms' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV's/ Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority and Completed.

3. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in



exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV/Consortium. IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20..... For

(Signature,
Name &
Title)

BrahMos Aerospace Private Limited

For
(Signature, Name & Title)

For (Signature, Name & Title)

Witnesses:

1.

2.

Notes:

♣ (Executants) (To be executed by all the Members of the Consortium) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.

♣ Wherever required, the Firm should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Firm.



PROFORMA FOR GROSS ANNUAL TURNOVER**FINANCIAL INFORMATION:**

Financial Information – The details below shall be duly supported by figures in balance sheet / profit & loss account.

Copies of balance sheets / profit & loss accounts; duly certified by the Chartered Accountant shall be attached. (Alternatively, notarized attested annual turnover and balance sheet for _____ accepted).

(i) ANNUAL TURNOVER:**(Amt in USD / INR)**

Particulars	Year 1	Year 2	Year 3
Gross Annual turnover on construction work [Gross Annual revenue from Construction Activities in INR]			

(ii) PROFIT/LOSS
INR)**Amt in USD/**

Particulars	Year 1	Year 2	Year 3
Profit/Loss			

Signature of Chartered Accountant with Seal**Signature of Firm (s)**