

BALMER LAWRIE & CO. LTD.,
SBU LEATHER CHEMICALS
32, MANALI, CHENNAI – 68.
(Regd. Office: 21, Netaji Subhas Road, Kolkata – 700 001)

PH: 044 – 2594 6543 / 6542

FAX: 044 – 2594 1156 / 2594 5006

Ref: BL/LC/MAN/CONS/LT/201819/0001

Date: 02.04.2018

Due Date: 16.04.2018

Response from approved vendors/contractors alone will be accepted and that other interested Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders

To

NOTICE INVITING TENDER
FOR PROVIDING CONSULTANCY FOR CIVIL WORKS AT SBULC

Subject: Appointment of Civil Engineering consultant for providing consultancy services on Civil works proposed to be carried out at SBU: LC premises at Manali, Perungudi & other Technical service centers located within Tamilnadu for a value of Rs.200 lakhs approx., or higher based on requirement.

Balmer Lawrie & Co. Ltd invites **online “e-bids”** under **Two Bid system** i.e. Technical Bid — Part A & Financial Bid — Part B, for the appointment of qualified Civil Engineering consultant who are conversant with Design & Engineering aspects of Structures related to Plant & Machinery and Industrial Buildings. Interested parties / individuals having their office or branch in Chennai & fulfilling other eligibility criteria may apply on prescribed Tender form.

Tender documents giving details of work scope & other terms and conditions may be downloaded from BL website www.balmerlawrie.com & e-procurement portal www.balmerlawrie.eproc.in.

Signature of the Tenderer:

Date:

Seal:

PART-A
TECHNICAL BID

The envelope must be superscribed as 'Technical Bid' for Appointment of Civil Engineering consultant - for providing consultancy services on Civil works proposed to be carried out at SBU LC premises at Manali, Perungudi & Technical Service Centers within Tamilnadu

A. Eligibility criteria / Documents to be submitted

Following are the eligibility criteria to be satisfied by the consulting firm / Consultant and all documentary evidences to substantiate the given information need to be submitted along with their applications. Applicants failing to meet the mandatory pre-qualification criteria, based on documents submitted by them, shall not be considered for further evaluation.

- 1) The Consultant must be a Graduate in Civil engineering discipline from engineering college recognized by AICTE. Copy of professional qualification certificate to be submitted.

Note: Diploma / PG diploma will not be accepted

- 2) The consultant should have atleast 4 years of experience in the civil projects consulting. List of Civil works for which the consultancy has been carried out by the Consultant within the last four years, indicating the Order value, Name & Address of Clients for whom the services were rendered, shall be furnished. Copies of Work orders / Purchase orders / Necessary certificate from appropriate authorities should also be furnished.
- 3) Should furnish copies of PAN, GST, IT returns for the last three financial years.
- 4) The consultant should be having establishments in last 4 years like office or branch at Chennai. The consultant should be able to visit / depute his representative to visit our premises on regular basis to monitor the civil projects. The consultant should furnish the photocopy of the proof of address of his office/branch in Chennai. **(Registration certificate / Rental agreement for the period of last 4 years / rent receipts / EB payment receipts or any other relevant documentary proof substantiating the above requirement to be submitted)**
- 5) Any other relevant information, if considered necessary for the purpose

Price-bids of such tenderers, who are determined to have complied with the above eligibility criteria, and duly filled up the tender document, alone will be opened.

Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Record of poor progress such as abandoning the work, not properly completing the contract, litigation history or financial failures etc.

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B. Scope of Work

- i. Preparation of Drawings & detailed technical specifications with estimated cost (based on market rates) / duration for all civil works associated with Construction of New Buildings / Industrial sheds / Structures for erecting Plant & Machinery for the purpose of floating Tender and for getting necessary statutory approvals / planning permissions.
- ii. Preparation of Drawings & detailed technical specifications with estimated cost for all civil works associated with repair of existing buildings/ Industrial sheds / Plant & Machinery structures for the purpose of floating tender / getting statutory approvals.
- iii. Assist company in setting the pre-qualification criteria for selection of civil contractors, incorporation of required workmanship, guarantees & for preparing implementation schedules. Should also assist in exercising cost control & measures to ensure that the approved estimates are not exceeded.
- iv. Review of Drawings & specifications of offers submitted by the Contractors / Tenderers and to assist the Company in technical evaluation of submitted civil work related offers. Presence may also be required to assist Company for any techno-commercial discussions with Vendors / Contractors for any civil related works
- v. Strictly, consultant or his representative should visit the site on weekly basis to provide technical guidance to the contractors, verify that the stage-wise job execution by contractor is as per agreed technical specifications including authentication of quality of material used & adopted workmanship.
- vi. Minimum of one visit per week by the consultant or his representative would be required for discussion with the Company Engineer / monitor the progress of various civil works / clarify with the contractors on technical aspects. Apart from this, the consultant also should be available for visits at our premises as and when required by the company.
- vii. Consultant would be responsible for checking/verification of measurements and for certification of Contractor's bills to ensure that the work is done as per detailed scope of work, correctness of BOQ mentioned in the bills. Should any extra work be necessary based on site conditions while execution of job by the Contractor, the consultant shall check and certify the rate analysis submitted by the Contractor and forward the same to company for approval prior to commencement of work.
- viii. The consultant or the consulting firm shall discuss with the civil contractors only through BL. Direct discussions of the Consultant or the consulting firm with the contractors is strictly not encouraged.
- ix. With respect to bill certification, the contractor shall submit the bill to the consultant and the same shall be certified by the consultant within 7 days from the date of receipt of bills. Please note, the consultant shall certify the bills only after checking / verifying the measurements at the site as above. Delay in processing of the contractors beyond the above period without any proper justification may lead to issue of warning letters / memo from Balmer Lawrie.

C. Fees

- 1) Fees for services will be as %, based on the estimated cost (Basic value only) or the actual cost (Basic value only) of works based on approved final bills, whichever is less. **(Please refer clause D for mode of payments & breakup)**

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- 2) If any project or any part thereof is abandoned or deferred or any part omitted by BL during the progress of the work at any stage, fees due to the consultant up to that stage will be paid on the basis of estimated cost or actual cost, whichever is less
- 3) Fees for your services will be all inclusive of all charges / taxes as applicable from time to time except GST
- 4) The fees payable after the completion and approved at each stage will be settled within a period of 30 days of submission of bill with all required backup documents.
- 5) In case of any amendment in scope of work, during the execution of the job, fee will be paid on the original estimated cost given by the consultant or the actual cost of works based on approved final bills, whichever is less.
- 6) The cost of the work as herein referred to means the cost of BL on such cases excluding the following cost
 - a) Cost of land
 - b) Any other services, fixtures & fittings, which are not designed, planned or supervised by the Consultant
 - c) Any infructuous work of demolition etc ordered by the Consultant
 - d) Payment to local authorities for approval of plans
 - e) Cost of supervisory establishment employed on work by the Consultant
 - f) Cost of advertisement for invitation of tender
 - g) Cost of extra items necessitated due to faulty planning, design of the Consultant
 - h) In computing the cost of work, liquidated damages or deductions from the contractors on account of defective work or other reasons will not be accounted for in calculating fees due to the Consultant.

D. Mode of Payments (as % on total fees)

S.no	Stage	%
I	On receipt of preliminary plans and estimate of cost	10%
II	On receipt of schedule of quantity / specifications / drawings for tender document (hard copy as well as soft copy)	10%
III	Preparation of detailed drawings for carrying out civil work	30%
IV	Recording measurement and certificate of bill including supervision of work	50%

(The payment for the schedule no. I & II will be based on the original initial estimate given by the consultant. The payment for III & IV will be based on the estimated cost or the actual cost of works based on approved final bills, whichever is less. The payment for schedule no. IV to be claimed by the consultant only after the submission of final bill. Claim against this schedule for RA (part) bills will not be entertained

E. Termination Clause:

- I. In case if the performance of the Consultant is not found to be satisfactory, the contract will be terminated by BL by giving two months written notice to the Consultant. The Consultant will however be required to complete all the assigned works, which he is entrusted with till the notice of termination is served on him.

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- II. If the Consultant wants to terminate the Contract / Agreement, he/she can terminate the same by giving at least three months' notice in writing.

F. Validity of Empanelment

Empanelment shall be valid for a period of 02 (Two) years from the date of issue of Work order or till completion of total order value; whichever is later.

G. Taxes & Duties:

All taxes, duties, levies etc are **extra** as applicable. Kindly provide only the consultancy fee in % in the e-portal. Refer **PART-B**.

Present Tax Structure:

Presently CGST@9% + SGST@9% or IGST@18% is applicable for Project management services for construction projects under **SAC Code: 998339** or as applicable.

The vendor shall issue the GST invoice so that equivalent amount may be availed as GST / applicable tax credit by BL.

The processing of invoice should be as per the GST Act. Any penalties due to the non-adherence will be deducted from the contractor's invoice.

H. LD Clause:

If there is any delay in projects due to the fault of consultant, penalty will be charged @0.5% per week subject to a max of 5% on total fees payable to consultant for the delayed project

I. EARNEST MONEY DEPOSIT

Offer should be accompanied by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format given in the last page of this tender document) executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.5,000/-** (Rupees Five thousand only) towards Earnest Money Deposit.

a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

- b. For the successful bidder, the EMD will be retained as Security Deposit and the same shall refunded only after the successful completion of contract period. EMD/Security Deposit will carry no interest.
- c. For the unsuccessful bidders, the EMD will be refunded only after the finalisation of order on successful bidder
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

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- f. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.

J. Conflict of interest

The bids of any tenderers may be rejected if a conflict of interest between the tenderer and the Company is detected at any stage for submission of tender.

K. Validity of offer:

Tenderers shall keep their offer valid for a period of **90 days** from the due date for submission of tender.

L. Visit to our factory

The tenderer, at the tenderer's own cost/responsibility is advised to visit our factory between 9.30 am to 4.30 pm on all working days and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into the contract. (Contact details as below)

Name	Mobile No.	Landline No.
Mr. P James	09840827616	044-25946572

M. Rates and Other Entries:

The tenderer should quote for all items in the prescribed format (**Annexure-A**) ONLINE in the e-portal <https://balmerlawrie.eproc.in> only..

The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

All entries in the tender documents should be in ink or typed. Corrections if any should be attested by full signature of the tenderer.

Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

N. (1) CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids in the eProcurement web site. However, bulky documents (**excluding price**) need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender due date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

Signature of the Tenderer:

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(2) PRICE BID SUBMISSION ONLINE:

Price bid shall be as per **Annexure –A** which needs to be submitted ONLINE as per the procedure given in e-portal for e-bidding.

O. Registration with eProcurement platform

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. CH.Mani Sankar (Chennai)	chikkavarapu[dot]manisankar[at]c1india[dot]com	044-25946556/ +91-8939284159
2. Mr. Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
4. Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
5. Ms. Ujwala Shimpi (Mumbai)	ujwala[dot]shimpi[at]c1india[dot]com	+91-022- 66865608

P. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

Q. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

R. PRICE BID TO BE UPLOADED ON-LINE ONLY (Refer N (2))

SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS's PARTICIPATION IN THE TENDER

S. GENERAL

BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD/SD, cancellation of work and criminal prosecution.

Signature of the Tenderer:

Date:

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Seal:

BL reserves the right to accept any tender or reject any or all tenders without assigning any reason.

BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

It may be noted that the terms not mentioned in the offer shall be considered as per our tender terms and conditions only.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Offers from new Vendors, (to whom this document was not sent) will be considered for vendor development only; Not for finalization of contract against this tender.

T. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

U. AWARD OF CONTRACT

The contract will be awarded to qualified bidder quoting lowest rate as per the financial bid in the e-portal.

If required, the Company would carry out negotiation with the tenderer and it would be in the interest of the tenderers to give their most competitive rates.

- V.** In case, offers received from related vendors, only lowest offer among the offers received will be considered.

W. TENDER DOCUMENT SUBMISSION (Technical bid only):

TECHNICAL BID

- A **covering note** in your letter head
- This tender document duly signed with seal in all pages, **Annexure-1** duly filled in, signed with seal
- Relevant **copies of certificates/ registration** etc as per prequalification requirement.

NOTE: FINANCIAL BID TO BE SUBMITTED ONLINE ONLY. SUBMISSION OF OFFLINE PRICE BID WILL DISQUALIFY THE BIDDERS' PARTICIPATION FOR THE TENDER.

Signature of the Tenderer:

Date:

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Seal:

The Technical bid part with relevant documentary proofs alone shall be kept in sealed envelope superscribed as '**Technical bid for Civil Consultancy**' should reach the undersigned at our Manali works at the following address on or before **16.04.2018**.

Senior Manager [SCM]
BALMER LAWRIE & CO. LTD.
SBU Leather Chemicals
32, Sathangadu Village, Manali,
Chennai – 600068.

Phone : 044 – 25946542 / 25946543
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

for BALMER LAWRIE & CO LTD

Arun A
Senior Manager (SCM)

Encl: Annexure-1 (Consultant Details & Checklist 2- Pages)
Annexure-2 (Financial Bid 1- Page)
BG format for EMD

Sub: Empanelment of Civil Consultant for civil projects including structural work, Interior decoration, Electrical, Air conditioning, Fire Fighting & Horticulture etc.

Sl.No.	Description	Yes/No	Furnish Information here
1	Name of the company		
2	1. Full address of the Registered office 2. Telephone/mobile/Fax No. 3. Contact Person		
3	Is your company Registered (Encl Proof)		
4	Are you a Co./Registered Firm/Proprietorship/ Partnership/Corporation/Sister Concern/ AnyOther (Specify)- (Encl- Proof)		
5	<u>Prequalification Criteria/Documents to be Submitted:</u>		
5 a)	The Consultant must be a Graduate in Civil engineering discipline from engineering college recognized by AICTE. Copy of professional qualification certificate to be submitted. Note: Diploma / PG diploma will not be accepted		
5 b)	The consultant should have atleast 4 years of experience in the civil projects consulting. List of Civil works carried out by the Consultant within the last four years, indicating the Order value, Name & Address of Clients for whom the services were rendered, shall be furnished. Copies of Work orders / Purchase orders / Necessary certificate from appropriate authorities should also be furnished.		

Signature of the Tenderer:

Date:

Seal:

Annexure-1

Sl.No.	Description	Yes/N	Furnish Information here
5 c)	Should furnish copies of PAN, GST, IT returns for the last three financial years (2014-15, 2015-16 & 2016-17)		
5 d)	The consultant should be having establishments in last 4 years like office or branch at Chennai. The consultant should be able to visit / depute his representative to visit our premises on regular basis to monitor the civil projects. The consultant should furnish the photocopy of the proof of address of his office/branch in Chennai. (Registration certificate / Rental agreement for the period of last 4 years / rent receipts / EB payment receipts or any other relevant documentary proof substantiating the above requirement to be submitted)		
6	Total Span of Experience (Proof Encl)		
7	Have you/your company being served with show cause notice for non-compliance with any of the statutory provisions of labour laws/criminal offences in the past	Yes/No (If yes, state the outcome and its present status)	
8	Has any Director/Partner/Proprietor been convicted		
9	Any other information which tenderer may like (Separate sheet may be enclosed if required)		

Undertaking: I have carefully gone through & have understood the General Terms and Conditions & Work Scope governing the empanelment

I hereby confirm that I am authorized to sign the tender documents.

NAME : _____

DESIGNATION: _____

Signature of the Tenderer:

Date:

Seal:

Annexure-2

PART-B

FINANCIAL BID

Fees for services as %, : Rs. _____ (TO BE QUOTED ONLINE ONLY)
(Based on the estimated cost
(Basic value only) Or the actual cost
(Basic value only) of works based
on approved final bills, whichever
Is less)

Note: GST is extra as applicable

IMPORTANT NOTE: FINANCIAL BID TO BE SUBMITTED ONLINE ONLY. SUBMISSION
OF OFFLINE PRICE BID WILL DISQUALIFY THE BIDDERS' PARTICIPATION FOR THE
TENDER.

Signature of the Tenderer:

Date:

Seal:

Proforma of the Guarantee
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the (purpose) (hereinafter called "the Bid") against Tender reference No: dated of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. (Rupees only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, (Name of the Bank) having our office at (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, (name of the bank) of (address of the bank) having our office, inter alia, at (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. (address) (hereinafter called "the Purchaser") in the sum of Rs (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of, 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only.)
 - ii) This Bank Guarantee shall be valid upto
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)
- (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)