

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

Eng Ref no: **BL/LC/MAN/CVLCON/LT/202021/0060**

Dated: **11.08.2020**

Due Date: **24-08-2020**

CONSULTANCY FOR CIVIL WORKS AT BALMER LAWRIE & CO LTD

Subject: Requirement of Civil Engineering consultant for providing consultancy services on Civil works proposed to be carried out at SBU: Leather Chemicals & Associate Services Division premises at Manali, Perungudi, Balmer Lawrie House at Chennai and other Technical service centers PAN India for a value of around Rs. 5.00 crores approx., or higher / lower based on requirement.

Balmer Lawrie & Co. Ltd invites offers for the appointment of qualified Civil Engineering consultant who are conversant with Design & Engineering aspects of Civil Structures. Interested consultants may submit quote.

A. 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 (i.e. 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 are 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.
- x. Civil projects valuing more than Rs 5 Lakhs in our division will be given to consultant to carryout the above mentioned works.

B. 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.
- 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 within a period of 30 days from of submission of bill with all required backup documents and approved by plant incharge.
- 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) **Mode of Payment**

| 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 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. Overall payment for all the stages will be restricted to estimated or actual cost of works whichever is less and accordingly final payment will be processed).

- 7) The cost of the work as herein referred to means the cost of BL on such cases excluding the following costs.
- 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.

8. **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.
- 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.

9. **Validity of Empanelment**

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

10. **Conflict of interest**

The Application may be rejected if a conflict of interest between the applicant and the Company is detected at any stage of application processing.

11. **Penalty**

If any loss of damage occurred to civil structure due to the technical lapses like wrong drawing / design / BOQ, incorrect estimation, improper planning etc., the relevant loss will be levied on the consultant.

12. **Award of Contract**

The order will be awarded to the overall lowest quote.

13. **Submission of Quote**

The participant can either submit the quote in any of the two options given below.

Option-1: The quote can be mentioned in the price form as given in Annexure-1 or in your company letter. This quote has be enclosed in a sealed envelope. This sealed envelope should be written in front side as '**Offer for Civil Consultancy**' and should reach the undersigned at our Manali office at the following address on or before the due date (24.8.2020)

Senior Manager [Com]
Balmer Lawrie & Co. Ltd.
SBU Leather Chemicals
32, Sathangadu Village, Manali,

Phone: 044 – 25946564
email: indhira.t@balmerlawrie.com

Chennai – 600068.

Option-2: The quote can also be submitted in our online e-procurement portal as per the following procedure.

14. Procedure for on-line bid submission

If the bidder is willing to quote in our e-portal, you can register on the e-procurement market place <https://balmerlawrie.eproc.in> and can submit your bid online.

15. 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>

| HELPSDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS) | | |
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| Please email your issues before your call helpdesk. This will help us serving you better. | | |
| Contact Nos. and email IDs for Balmer Lawrie helpdesk officers | | |
| Name | E-mail | Phone Numbers |
| 1. Mr. Tirtha Das (Kolkata) | tirtha.das@c1india.com | +91-9163254290 |
| 2. Mr. Manisankar (Chennai) | chikkavarapu.manisankar@c1india.com | +91- 8939284159 |
| 3. Mr. Ujwala Shimpi (Mumbai) | ujwala.shimpi@c1india.com | +91- 22-66865608 |
| 4. Mr. Help Desk Support (Kolkata) | blsupport@c1india.com | +91-8017272644 |
| 5. Mr. Tuhin Ghosh | tuhin.ghosh@c1india.com | +91-8981165071 |

16. 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.

17. Bid Submission Acknowledgement

The user can 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.

18. Disclaimer Clauses

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Corrigendum to tender: The bidder has to keep track of any changes by viewing the addendum / corrigendum's issued by the Tender Inviting Authority on time-to-time basis in the eprocurement platform / BL Website. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

19. 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 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 speaking award stating reason therefore 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

20. Risk Purchase

If the Consultant fails to fulfil the service within the stipulated timeline or if any of your work is rejected by our end user team, then Balmer Lawrie has the right to source the consultancy work from the market. In such case, if the availed charges from the market is higher value than the P.O. price, the difference in cost will be debited to the consultant.

For Balmer Lawrie & Co Ltd.

T.INDHIRA
SR.MANAGER (COMMERCIAL)

PRICE BID

| DESCRIPTION | % |
|--|---|
| Percentage of consultancy fee of civil project value | |

PAN NO :

GST NO :

SAC CODE :

GST RATE :

Name of the Signatory :

Phone No, for contact :

Email id, if any

I hereby accept all the terms and conditions.

Authorized Signature

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|  | <p>Balmer Lawrie & Co. Ltd. CHENNAI <u>DATA FORM</u></p> |
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|-----|--------------------------------------|--|
| 1. | Supplier Name | |
| 2. | Address of Supplier office | |
| 3. | City | |
| 4. | Postal code | |
| 5. | Tel No | |
| 6. | Mobile No | |
| 7. | Fax | |
| 8. | Email | |
| 9. | Bank Name | |
| 10. | Bank A/c No | |
| 11. | IFSC code | |
| 12. | Bank Branch | |
| 13. | Whether SSI / NSIC / MSME Registered | |
| 14. | If yes Whether SC / ST or General | |
| 15. | UAM no: of MSME | |
| 16. | Mobile No: registered with UAM | |
| 17. | Contact Person | |
| 18. | GST no: | |
| 19. | PAN no: | |