

Limited Tender No. : 1070LE0145 dt. 25.04.2017

Please note “Response from Registered Vendors alone will be accepted” for participation in this Limited Tender.

In case your firm is already Registered & Approved Vendor of Industrial Packaging (or) other units of M/s. Balmer Lawrie & Co. Ltd., elsewhere in India, the details of the same to be provided prior to participating in this tender.

Other vendors may contact the undersigned for registering with the unit which is subject to confirmation by our company. Only after confirmation of their registration, they would be considered for participation in the subsequent tenders. ”

Dear Sir,

Sub: Appointment of Civil Engineering Consultant to provide Consultancy Service for Civil Works in Barrel Plant, Manali, Chennai.

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Balmer Lawrie is a market leader in Steel Barrels. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Taloja, Silvassa, Asaoti & Kolkata. Our Plants are ISO Certified and conforms to Safety, Health and Environment norms.

We intend to appoint **Civil Engineering Consultant** who are conversant with **Design & Engineering** aspects of **Civil Structures related to Industrial Buildings** to provide **Consultancy Services** for the following **Civil Work** in our **Barrel Plant**, Industrial Packaging, Manali, Chennai-68, Tamilnadu.

1. **Raising of Floor Level in Old Stacking Yard and in Lacquer / Coil storage area - ₹ 50.00 Lakh.**
2. **Construction of Record Room to Store office Records - ₹ 8.00 Lakh.**
3. **Construction of Toilets for Workmen - ₹ 4.00 Lakh.**

Sealed bids under **Two Bid system** i.e. **Technical Bid** which shall consist of all relevant details about the bidder and also the proof of similar consultancy provided earlier & **Price Bid** quote provided by the bidder as per attached format (**Bid Form**). The **Technical Bid** and the **Price Bid** shall be put in separate envelopes & sealed and super scribed clearly as “**Technical Bid for Civil Consultancy**” and “**Price Bid for Civil Consultancy**” respectively. Both the **Technical Bid** and **Price Bid** are to be put in another envelope super scribing as “**Bid for Civil Engineering Consultancy at IP-Chennai**” and should be forwarded to.

Executive (Purchase)
M/s. Balmer Lawrie & Co. Ltd.
 (A Govt. Of India Enterprise)
Industrial Packaging, 32, Sattangadu Village,
Manali, Chennai 600068, Tamilnadu.

For any Details / Clarification, please contact Mr. **T.R. Srimagesh**, Chief Manager (Mfg.) (LL- 044 **2594 6642** / Mobile: **98403 30389**).

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

The **last date for submission of bid** for the above tender is on or before **08.05.2017 at 3.00PM.**

Details of the tender are also available in our company's website **www.balmerlawrie.com.**

Thanking you
 Yours faithfully
 for **Balmer Lawrie & Co. Ltd.**

(T. S. Elangovan)
 Executive (Purchase)

☎ 044-2594 6651 ✉ elangovan.ts@balmerlawrie.com

GST reference of Balmer Lawrie & Co. Ltd.	
Provisional ID :	3AABCB0984E1Z2
ARN No. :	AA3301170139786

TECHNICAL BID

A. Eligibility criteria / Documents to be submitted along with Technical Bid.

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 Architecture / Civil / Structural engineering discipline from engineering college recognized by AICTE and should have minimum five years of post-qualification experience in design of civil structures associated with Plant & Machinery erection, Industrial sheds & Buildings, Industrial Repair works, interior decoration, design of sewage and storm water, industrial structural and building painting, preparation plant layout as per factory act and interfacing of various technical requirements. Copy of professional qualification / service certificate to be submitted.
- 2) Consultant should be a member of either **Association of consulting Civil Engineers (India) OR Institution of Structural Engineers (India) OR Council of Architecture (India) OR Indian Institute of Architects**. Details of such affiliation to professional bodies with validity shall be furnished.
- 3) List of Civil / structural design works carried out by the Consultant in the **last Three years**, indicating the Order value, Name & Address of Clients for whom the services were rendered, shall be furnished. Copy of Work orders / Necessary certificate from appropriate authorities should also be furnished.
- 4) Annual turnover of applicants as professional fee should **not be less than ₹ 5.00 Lakhs during any of the last three financial year ending March 2017**.
- 5) Should furnish copies of PAN no & Service Tax Registration Number, IT returns for the last three financial years.
- 6) The consultant should have office or branch at Chennai or 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 registered office in Chennai.
- 7) The Civil Engineering Consultant have to submit proof satisfying the above criteria.
- 8) The Civil Engineering Consultant shall visit to our plant to understand themselves the requirements before submitting their offer.
- 9) Only Civil Engineering Consultants **who meet the above criteria shall qualify for Price Bid opening**.
- 10) Any other relevant information, if considered necessary for the purpose.

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.
- ii. Preparation of Drawings & detailed technical specifications with estimated cost for all civil works associated for the purpose of floating tender / getting statutory approvals.
- iii. The consultant should give his/their recommendations / concurrence for petty / small civil jobs excluding taxes limited to a value of ₹ 30,000/-(non-tendered) without claiming any professional fee for the same.
- iv. Assist company in setting the pre-qualification criteria for selection of 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.
- v. 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
- vi. Strictly, consultant 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.
- 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.

TERMS AND CONDITION

1. The term "Company (or) BLCL" wherever mentioned in the tender document refers to "BALMER LAWRIE & CO. LTD."
2. The term "bidder" means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3. Period of Contract: From **May 2017** to **March 2018** / **till completion of Civil Works whichever is later.**
4. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
5. The offer must be kept valid for a minimum period of **90 Days** from the date of opening the offer.

6. **Fees:**

- i. **Consultant's Fee for services shall be quoted in terms of % (percent) of the estimated cost (or) the actual cost of works based on approved final bills whichever is the lowest. (Ref. Bid Form).**
- ii. If any project or any part thereof is abandoned or deferred or any part omitted by BLCL 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
- iii. Fees for your services will be all inclusive of all charges / taxes as applicable from time to time except Service tax
- iv. 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.
- v. 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 of the actual cost of works based on approved final bills, whichever is less.
- vi. The cost of the work as herein referred to means the cost of BLCL 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.

7. **Mode of Payments (as % of total fees)**

- I. **10%** - against submission / receipt of preliminary plans and estimate of cost.
 - II. **10%** - against submission / receipt of schedule of quantity/specification/drawing for tender document (hard copy & soft copy).
 - III. **30%** - against preparation / submission of detailed drawings for carrying out civil work.
 - IV. **50%** - Supervision of work, record measurement, certify bills of contractors executing the civil work etc.
- (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)

8. Termination Clause:

- I. In case if the performance of the Consultant is not found to be satisfactory, the contract will be terminated by BLCL 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. Taxes & Duties:

1. All Taxes, Duties, Levies etc., are extra as applicable.
2. The rate quoted by the successful bidder shall remain valid till expiry of Period of Contract. During the tenure of the contract period, no rate increase will be considered, except for change in statutory levies imposed by Union / State Govt. / Local authorities.
3. Union Govt. proposes to implement Goods & Service Tax w.e.f. 1st July 2017 and accordingly the bidders are required to provide GST Registration Mandatory Data as sought in the Bid Form.
10. The bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
11. Late / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
12. The company would not carry out any negotiations except with such bidders who is / are the lowest quoted bidders originally. As such it would be in the interest of the bidders to quote the lowest possible rate.
13. 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.
14. 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.
15. 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.
16. **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.

BID FORM (PRICE BID)

1070LE0145 dt. 25.04.2017 due on 08.05.2017

Description	* Consultant's Fee for services in terms of % (percent)
<u>Consultant's Fee for services shall be quoted in terms of % (percent) of the estimated cost (or) the actual cost of works based on approved final bills whichever is the lowest.</u>	
Service Tax extra as applicable	
<p>1. The bidders should quote their rates in the above format only.</p> <p>2. Award of contract:</p> <p>a. The lowest (L1) bid would be arrived considering the *Lowest Consultant Fee for Services in terms of "%" as mentioned above.</p> <p>b. 100% order will be placed on the L1 bidder.</p>	
Service Tax Reg. No.	Contact Person
PAN	Telephone Nos.
MSME / SSI / NSIC	e-Mail ID
GSTIN Reg.No.	GSP Name (GST Suvidha Providers)
GST ARN (Application Reg.No.)	HS Code as per Excise
<p>We have quoted our "Fee for Services as %" after studying carefully all the details of the tender, Terms and Conditions and we confirm to have accepted the same.</p> <p align="right">Signature of Bidder with Office Seal & Date</p>	