



**Council for Leather Exports, Chennai**

## **COUNCIL FOR LEATHER EXPORTS**

(Sponsored Ministry of Commerce & Industry, Government of India)

### *Head office*

CMDA Tower II, 3<sup>rd</sup> Floor, Gandhi Irwin Bridge Road, Egmore,  
Chennai - 600 008.

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Email: [cle@cleindia.com](mailto:cle@cleindia.com) Website : [www.leatherindia.org](http://www.leatherindia.org)

### **NOTICE INVITING TENDER**

No. CLE - HO/ASIDE /MLM-CETP/2015

Dated 27.10.2015

## **Engagement of Project Management Consultant (PMC) For Creation of 596 KLD Additional Capacity in Madhavaram CETP Chennai, Tamil Nadu.**

**Under Central ASIDE Scheme of Government of India.**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### *Promoter:*

*Madhavaram Leather Manufacturers Facility Private Limited (MLMF),  
Chennai.*

#### *Implementation Agency:*

**Council for Leather Exports (CLE)**

(Sponsored by Ministry of Commerce & Industry, Government of India)



## **INSTRUCTIONS TO BIDDERS (ITB)**

### **I. Introduction**

The Talco Industrial Estate in Madhavaram was developed by the Government of Tamil Nadu for the promotion of small scale tanneries processing from semi-finished to finished leather. The Industrial Estate is spread over 28.68 acres and there are 36 industrial plots available. Of these plots, 20 were assigned for tanneries and the other to leather product units. M/s. Madhavaram Leather Manufacturers Facility Private Limited (MLMF), Chennai is the promoter of the project and already in possession of 1.1 acre land for Common Effluent Treatment Plant (CETP) to establish the additional capacity of 596 KLD in the existing Madhavaram-CETP.

The promoter has engaged the services of M/s Indian Leather Industry Foundation (ILIFO) to prepare a Detailed Project Report (DPR) for creation of additional capacity of 596 KLD in the existing and functioning Common Effluent Treatment Plant known as Madhavaram-CETP with required facilities. The ILIFO has prepared the DPR with guidance and inputs from the promoter from time to time. The final version of the DPR was vetted by the CSIR- CLRI from the angle of technical and financial feasibility of the aforementioned project and provided its report to CLE. On the request of **MLMF**, the Council for Leather Exports (CLE) undertook due diligence and scrutiny of the DPR and has submitted the same to the Department of Commerce, Ministry of Commerce & Industry, and Government of India for seeking financial support under Central Component of ASIDE.

The Department of Commerce, Government of India has approved the project with a total financial outlay of Rs.12.46 Crores.

### **II. Details of Establishment of Additional Capacity of 596 KLD in Madhavaram CETP as per approved DPR.**

#### **1. Land & Project location**

The land for the project is about 1.1 acre has been earmarked by the promoter for the aforementioned additional capacity and other activities. The MLMF-CETP has been successfully functioning since 1997. The proposed establishment of 596 KLD additional capacities will help 20 units to comply with the increased environmental norms mandated by Tamil Nadu Pollution Control Board and increase the production of Finished Leather.

#### **2. Types of Facilities**

It is proposed to implement 3 components which are as follows

- 1. Creation of Additional Capacity by 596 KLD**
- 2. Infrastructure Development of Industrial Estate**
- 3. Pipeline Conveyance of Treated Effluent**

**A detailed main scope of work in the project “Creation of Additional 596 KLD capacity in Madhavaram CETP” is appended below for ready reference**



**a) Brief description of Project Components**

**Component I: Creation of Additional Capacity by 596 KLD**

**a. Augmentation of capacity by addition of 596 m<sup>3</sup>/d CETP module**

- The objective of the component is to meet the additional requirement of effluent generation demand from member tanneries
- Capacity of proposed expansion: 596 m<sup>3</sup>/d
- Work items involved in this component are:
  - Design, supply, erection and commissioning of primary (chemical), secondary (biological) and tertiary (chemical followed by filtration) treatment of capacity 596 m<sup>3</sup>/d including civil, electrical, mechanical, interconnecting piping, instrumentation and monitoring
  - Duty consideration: 20 hours
  - Expected characteristics of treated effluent should meet the prescribed norms of TNPCB for inland water discharge except for TDS, Chlorides and Sulphates
  - Construction of tanks for collection of treated effluent, treated sewage mixing tank at confluence point for discharge

**Component II: Infrastructure development**

**a. Road**

**b. Compound wall and gate**

- The objective of the component is to improve the road infrastructure and improving security by erecting compound wall along the main road and gates in the other two entry points.
- Work items involved in this component are:
  - Design, procurement of materials, construction and laying of road for a total of 1.9 km within the estate
  - Compound wall on main road for a total of 100 m
  - Bi-cycle passing gate
  - Pedestrian round gate

**Component III: Conveyance of Treated Effluent**

This component will be implemented by CMWSSB. The PMC role in this will be limited only in advising CLE on the progress of implementation from time to time.

**b) Electrical Installations**

The required electrical installation will be control panel which houses the breaker unit's switches for each machine including ELCB and lighting switch boards. The panel and all electrical installations should confirm to IE rules 1956 and confirming with Chief Electrical Inspectorate of Govt of Tamil Nadu.

**3) Phasing of the Project and Completion Target**

As creation of 596 KLD additional capacities is one of the prime immediate requirement under expansion of Madhavaram CETP, the project is proposed to be implemented immediately.

The Project has to be completed in all respects within the 12 months period from the date of appointment of the Project Management Consultant (PMC).



**4) Project cost as per the approved DPR**

The Project cost is estimated is around Rs.12.46 Crores as per the following breakup headings:

| S. No. | Project Component                               | Estimate, Rs.      |
|--------|---|--------------------|
| I      | Capacity Augmentation of the CETP               | 53,902,028         |
| II     | Infrastructure Development of Industrial Estate | 28,641,075         |
| III    | Pipeline Conveyance of Treated Effluent         | 42,040,120         |
|        | <b>GRAND TOTAL</b>                              | <b>124,583,223</b> |

Grant approved under ASIDE Scheme: 50% of Total Project Cost  
 Contribution from MLMF : 50% of Total Project Cost

*\* The project cost mentioned in the Tender Document shall be final and no escalation of cost shall be allowed under any circumstances till completion of the project*

**III. Implementation Mechanism**

The project execution will involve the following agencies to perform the specific functions to satisfy the conditions and guidelines of the ASIDE Scheme and GFR.

| Role/ Nature of Agency              | Name   |
|-------------------------------------|--|
| Project Promoter                    | Madhavaram Leather Manufacturers Facility Private Limited (MLMF ), Chennai |
| Implementing Agency (IA)            | Council for Leather Exports (CLE)  |
| Project Management Consultant (PMC) | To be engaged through tender process                                       |
| Technical Agency (TA)               | A suitable Technical Agency will be appointed by the CLE if required       |

A Technical Agency will also be appointed separately if required, which will perform the role of Vetting of all the documents/ acts and deeds of PMC in totality.

The roles of each of the above agencies are indicated below. These are not exhaustive, and are subject to modifications as deem necessary in due course by the CLE in the overall interest of the project implementation and timely completion.

**Role of Council for Leather Exports (CLE)**

- i. Interaction with MLMF, Government and other involved agencies from time to time
- ii. Usage of Grant-in-aid provided by ASIDE Scheme in accordance with guidelines of ASIDE scheme and GFR, CVC guidelines.
- iii. Appointing Project Management Consultant through tender system, in consultation with the MLMF
- iv. Appointing a Technical Agency to assist the Council in the implementation of the project.



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- v. Constitute a Project Implementation Committee (PIC) which will consider all aspects of the project, and will take appropriate decisions and grant approvals within the ambit of ASIDE Scheme guidelines. The PIC will comprise of representatives from CLE, MLMF, PMC, TA and Government of India.
- vi. Release of payments for the execution of the Project, based on the recommendation of MLMF, PMC and endorsement of Technical Agency's report.
- vii. Preparation of Status Reports to the Government on periodical basis, as and when desired
- viii. Submitting the Utilization Certificate in the format prescribed under the GFR by Government at the time for submitting claim for next installment, or as required.
- ix. Coordinating all Audits including but not limiting to, audit by the CAG or its subsidiaries and providing all assistance to Auditors.

### **Role of MLMF -Promoter**

- i. Raising and remitting industry contribution to the project and its timely remittance to CLE due to revised norms of pari-passu with the developer by bringing in the matching funds upfront enabling thereby Council to apply Government of India grant sanctioned for project.
- ii. Operate and maintain the Project Assets/Project Facility in accordance with the provisions of this Agreement, Good Industry Practice and Applicable Laws;
- iii. Obtaining all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times during the development, implementation and operation of MLMF -CETP;
- iv. Procurement and maintenance, as necessary, of all proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project
- v. Providing reports to the CLE and PMC, on a regular basis during the Implementation Period in accordance with the provisions of this Agreement;
- vi. Supervising, monitoring and controlling the activities of Contractors under their respective Project Agreements as may be necessary;
- vii. Bill of work done by the contractors should be submitted to the MLMF will certify the same through MLMF Project Engineer, and PMC and thereafter MLMF will forward it to TA under copy to the Council.
- viii. Safety, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards;
- ix. Operating and maintaining the Project at all times, including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice

### **Role of Project Management Consultant**

- i. Assistance in Contractual and Legal Framework: PMC would assist in drafting legal and contractual documents as may be needed to implement the Project.

#### **ii. Project Planning, Engineering and Procurement**

- a. Planning and Pre Engineering:
- b. Detailed Engineering:
- c. PMC would carry out detailed engineering of the Project including designing each facility, detailed drawings of components, preparation of detailed cost estimates of the various facilities, estimation of item wise quantities (BOQ), etc. Amongst others, it would cover the following also:
  - Technical specifications of plant and equipment
  - Lay-out drawing



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- Description of civil structures
- Utilities requirements e.g. electrical power, gas, compressed air, water
- Budget/costs estimation
- Project implementation time frame

### **iii. Bid Process Management**

PMC shall undertake preparation of tender bid documents; assist in selection and appointment of contractors for specific components. It would involve the following:

- a. Preparation of Conditions of Contract, forms of undertakings and guarantees etc. for tender document based on the above
- b. Prepare NITs and Tender Documents
- c. Conduct pre-bid meetings
- d. Technical and financial evaluation of bids
- e. Recommendations for selection of Contractor
- f. Formalities for signing of agreement leading to award of work to selected Contractor

In all the works listed above, PMC will duly obtain and incorporate the technical suggestions and recommendations of the Technical Agency. Without Technical Agency's explicit approval, the PMC shall not carry out any tasks, as all payments under this project will be based only on the verification and approval of Technical Agency.

### **iv. Project Management & Supervision**

- a. Project Management and Supervision during Project Construction:
- b. After appointment of the contractors/suppliers, PMC will supervise the work output of the Contractors with the objective of ensuring compliance of quality, completeness and compatibility of the work output with the construction/supply contractors.
- c. Quality Control and measurement:
- d. PMC would ensure quality control by supervising the performance of the construction works and procurement of high quality equipments etc

An Achievement-cum-Performance Report shall be prepared by the PMC on monthly basis as per the requirement of Government and shall be submitted to CLE before 5<sup>th</sup> of every month in respect of the preceding month.

### **Role of Technical Agency**

The assignment would basically involve examining the Project documents of PMC at every stage of work and ensure its correctness according to the Govt Guidelines, and also give Technical Report to the CLE for work progress at site, and give recommendation for release of amounts to the contractors/service providers as the case may be. Amongst others, the TOR for the Technical agency will include the following:

- i. Examine the Engineering DPR prepared by PMC and make technical suggestions, if any, for modifications. Certify the correctness of final Engineering DPR as per the Govt guidelines and set procedures.
- ii. Technically examine and supervise the Bid Process Management
- iii. Participate in the Technical and Financial evaluation of Bids
- iv. As and when request for payment comes from the MLMF / PMC, examine the same with reference to the contracts and submit Technical Reports to the CLE certifying and recommending the amounts to be released to contractors/ service providers after carrying out physical inspection of work in progress in their discretion or as per the directives of the CLE



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- v. In such examinations, undertake a visit to project site jointly with the CLE official and submit the work in progress report as per actual assessment made at the work-site on component wise progress of work completed on the date of inspection.
- vi. ***Prepare the Project Completion Report and submit to the CLE including drawings and design as built in.***
- vii. Any other work as required and as assigned by the CLE

### **IV. Engagement of Project Management Consultant (PMC) and Term of Reference**

The Council proposes to engage a Project Management Consultant (PMC) who will assist the Council in all aspects of the implementation of the creation of 596 KLD additional capacity at MLMF. Apart from the functions mentioned for the PMC vide Para II above, the PMC would be responsible to carry out the following activities:

#### **a) Detailed Engineering:**

The PMC would hold discussions with the MLMF & CLE and as per the brief to be given by them, the PMC will carry out detailed engineering of the Project including designing each facility, detailed drawings of components, preparation of detailed cost estimates of the various facilities, estimation of item wise quantities (BOQ), etc. It would cover the following:

- Technical specifications of Buildings, Plant, Tools and Equipments which will form part of Detailed Engineering Exercise.
- Preparation of Layout drawings - All associated engineering design, drawings etc
- Description of civil structures
- Utilities requirements e.g. electrical power, gas, compressed air, water etc
- Detailed Cost Statement (for each BOQs) as per CPWD Rates
- Detailed Cost Statement (for each BOQs) as per prevailing Market Rates
- Project implementation time frame (also by Bar Chart with explanations)
- Specifications and detailed engineering for Furniture & Fixtures, interiors and all other items necessary for the MLMF CETP & all other facilities / sub-components of the Project.
- Identifying an agency to assign the work of Geo Technical study on suitability of land for the establishment of MLMF and their charges will be inbuilt in PMC fee.

***Please note that CLE will not appoint any Architect or Designer and thus included in the work assignment of PMC.***

#### **b) Preparation of Bid Documents:**

The PMC shall prepare the bid documents for appointing a contractor for civil construction of MLMF CETP. It would involve preparation of following documents:

- Invitation for Bid on Two Envelope systems – Technical Bid (Bidder's qualification criteria) & Financial Bid
- Instruction to Bidders, General Conditions of Contract, Formats for undertakings and Guarantees etc
- Detailed Booklets for Tender on Building construction including plumbing, electrical, air conditioning, carpentry, interior works etc – which will have Bill of quantities (BOQs), Makes of Materials, Terms & conditions and Engineering Drawings.
- Detailed Booklets for Tenders on Furniture & Fixtures, interiors and all other items necessary for the MLMF CETP & all other facilities / sub-components of the Project.
- All other documents which are necessary for completion of entire project including from the engineering, construction and finishing of the building perspective.



**c) Bid Process Management:**

The PMC will assist the CLE in the following areas:

- Offering Technical clarifications to the bidders and participate in the pre-bid meetings
- Prepare Technical Evaluation Report for bids received with recommendations and submit to the Technical Agency under copy to CLE
- Prepare Financial Evaluation Report for bids received with recommendations and submit to the Technical Agency under copy to CLE
- Briefing to the CLE on the above reports
- Formalities for signing of agreement leading to award of work to selected Contractors including drafting of comprehensive Work Orders / Purchase Orders to the selected vendors etc.

**d) Project Management & Supervision during construction**

- After appointment of the contractors/suppliers, PMC will interact with the contractors/suppliers, supervise the work output of the Contractor(s) with the objective of ensuring compliance of quality, completeness and compatibility of the work output with the construction/supply contractors
- Upon receipt of Bills from Contractors / Vendors, carry out the inspection of the project site, interact with MLMF and verify the same, and provide recommendations to the Technical Agency under copy to the CLE for release of payments to contractor(s).
- PMC will submit Progress Report to the CLE every month, and the same shall be submitted to CLE under copy to MLMF & Technical Agency, before 5th of every month in respect of the preceding month, along with photographs of the project site in soft copy form.
- Give Building Completion Report to the CLE, once all the construction work assigned to the contractor is completed.

**e) Installation of required items in the MLMF CETP**

PMC to draw up the list of items required for procurement and installation of required items for the various approved elements of this project. PMC is required to assist / oversee in setting up of the above in the MLMF CETP as a turnkey project.

**i. Submission of project completion report to the CLE**

Since the project is sanctioned under ASIDE Scheme of the Government of India, the Government has prescribed the deadline for completion of the project within 12 months. However, considering 7 months delay in obtaining permission from TNPCB for diluting the treated effluent with treated municipal sewage, the project would estimate a forced delay by about 7 to 8 months. However, in any case from the date of engagement of the PMC by the Council, the project should be completed within 12 months period as mentioned earlier in point No. II (3), failing which an appropriate penalty shall be imposed to PMC by the Council which shall be binding on them.

The PMC has to draw up a detailed schedule for project execution and the PMC is overall responsible for its adherence in all aspects within the set deadline for project completion.

Once the project is completed in all respects, the PMC should give Project Completion Report to the CLE, which will be meant for submission to the Sanctioning Authority of this project i.e., Government of India.





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### ii. General: Compliance to GFR / CVC guidelines

All aspects of the project has to be implemented as per the General Financial Rules (GFR) / Central Vigilance Commission (CVC) guidelines, which is a mandatory condition prescribed by the sanctioning authority. The PMC is responsible for complying to the GFR / CVC guidelines in all aspect of the project implementation.

Being the qualified engineering professional, the PMC would be overall responsible for the structural stability of the building, and all aspect of the project execution in a time bound manner.

## V. Notice Inviting Tender issued for engagement of PMC

### 1) Sealed Bids sought for engagement of PMC

The Council for Leather Exports invites sealed bids for engagement of Project Management Consultant from eligible firms/ agencies for Creation of 596 KLD Additional capacity in MLMF CETP, as per the details mentioned in the above mentioned paragraphs. The CLE is the project implementation agency and the contact details of the CLE and officials handling this project are given below:

|             |   |
|-------------|---|
| Head Office | CMDA Tower II, 3 <sup>rd</sup> Floor,<br>Gandhi-Irwin Bridge Road, Egmore,<br>Chennai-600 008.<br>Tel: 044-2859 4367-71 (5 Lines)<br>Fax: 044-2859 4363-64 (2 Lines)<br>E-mail: <a href="mailto:cle@cleindia.com">cle@cleindia.com</a><br><b>Contact Officials:</b><br>Mr. M.J. Jamal Md. Mohideen,<br>Assistant Director (Infra)<br>Mobile: +91 9840966035 |
|-------------|---|

The sealed bids should be addressed to and sent by Speed post / Registered post / Courier to the following address:

Council for Leather Exports  
CMDA Tower II, 3<sup>rd</sup> Floor,  
Gandhi Irwin Bridge Road, Egmore  
Chennai-600 008.  
Tel: 044-2859 4367-71 (5 Lines)  
Fax: 044-2859 4363-64 (2 Lines)  
E-mail: [cle@cleindia.com](mailto:cle@cleindia.com), [jamal@cleindia.com](mailto:jamal@cleindia.com), [sp@cleindia.com](mailto:sp@cleindia.com)

Each envelope shall carry the name and address of the Tenderer prominently.

**The sealed covers should reach the above mentioned address before 2.30 pm on 23rd November 2015 (Monday).** The sealed cover should be clearly marked in bold letters – ‘Project Management Consultant for” **Establishment of Additional Capacity in Madhavaram CETP**”.

**The bidders should submit only the sale copy issued by the Council bearing Signature and Seal of an authorized official. Tender submitted by using the copies hosted in the Council’s website which does not bear seal and signature shall not be accepted and it shall be disqualified.**

The CLE will not be responsible for the postal delay if any in the delivery of the documents or non-receipt of the same.



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### 2) Obtaining Instruction to Bidders (ITB) / Tender Document

The Tender Documents can be obtained on payment of a non-refundable fee of Rs.5000/- (**Rupees Five Thousand only**). Payment for the purchases of tender documents shall be made by a crossed Demand Draft drawn in favour of “Council for Leather Export” or by Cash. The demand draft shall be enclosed with a letter of application for the Tender document. CLE does not accept responsibility either for delays in receipt of the completed Tender document or any delay experienced by the applicant in receiving the documents by post / e mail etc. Extension of the bid submission date and time for receipt of the completed documents shall not be made on account of any such delays.

The Tender documents can be taken delivery by hand or by the authorized representative of the Tenderer. For this purpose the Tenderer shall send along with the application a letter authorizing his representation to collect the Tender Document personally upon payment of the cost of the Tender document as specified above. The tender documents are available in CLE offices located in various parts of the country as per the contact details given below and the application for obtaining Tender documents shall be made to the respective offices:-

|                  |  |
|------------------|--|
| <b>New Delhi</b> | The Regional Director (North)<br>Council for Leather Exports<br>Unit No. 317, DLF Prime Towers, 3rd Floor,<br>Plot No. 79 & 80, Block F, Okhla Industrial Area,<br>Phase I, New Delhi – 110 020.<br>Tel: 011-26814501/502,<br>Fax: 011-26814503,<br>E-mail: <a href="mailto:cledelhi@cleindia.com">cledelhi@cleindia.com</a> , |
| <b>Agra</b>      | The Assistant Director<br>Council for Leather Exports,<br>S-6, 2nd Floor, Friends Tower,<br>Block No.41-B, Sanjay Place,<br>Agra - 282 002.<br>Tel: +91-562-2852619<br>Fax: +91-562-2854053<br>E-mail: <a href="mailto:cleagra@cleindia.com">cleagra@cleindia.com</a> ,  |
| <b>Jalandhar</b> | The Office In-charge<br>Council for Leather Exports<br>CLRI Extension Centre (Testing Lab),<br>Leather Complex, Kapurthala Road,<br>Jalandhar - 144 021.<br>Tel: +91-181-2650967<br>Fax: +91-181-2650967<br>E-mail: <a href="mailto:clejalandhar@ymail.com">clejalandhar@ymail.com</a> ,                                       |
| <b>Chennai</b>   | The Assistant Director (Infra)<br>Council for Leather Exports<br>CMDA Tower –II, 3 <sup>rd</sup> Floor<br>Gandhi Irwin Bridge Road<br>Egmore, Chennai 600 008<br>Tel: 044-28594367-71 ( 5 lines )<br>Fax:044-28594363 & 28594364<br>Email: <a href="mailto:cle@cleindia.com">cle@cleindia.com</a>                              |



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|----------------|---|
| <b>Mumbai</b>  | The Regional Director (West)<br>Council for Leather Exports<br>STAR HUB, Building 1, Unit No.102, 1 <sup>st</sup> Floor, Near<br>Hyatt Regency, ITC Grand Maratha<br>Andheri (East), Mumbai – 400 099<br>Tel: 022-28392221<br>Fax: 022-67256236<br>E-mail: <a href="mailto:cleb@cleindia.com">cleb@cleindia.com</a> |
| <b>Kolkata</b> | The Regional Director (East),<br>Council for Leather Exports,<br>1B, First Floor, "Duckback House",<br>41, Shakespeare Sarani,<br>Kolkata - 700 017.<br>Tel: +91-33-22835479/80.<br>Fax: +91-33-22877270.<br>E-mail: <a href="mailto:cleer@cleindia.com">cleer@cleindia.com</a> ,                                   |
| <b>Kanpur</b>  | The Office In-Charge (Central),<br>Council for Leather Exports,<br>H.B.T.I. Campus (Adjacent to Central Bank of India),<br>Nawab Ganj, Kanpur-208 002.<br>Tel: 0512-2534198.<br>Fax: 0512-2534197.<br>E-mail: <a href="mailto:cleknp@cleindia.com">cleknp@cleindia.com</a>  |

The tender document is available for sale at CLE offices as given above from 30.10.2015 to 20-11-2015 on all working days up to 5:00 pm.

### 3) Amendment of Instruction to Bidders, if any

Before the deadline for submission of Bids, CLE may modify the ITB documents by issuing addendum. Any addendum thus issued shall be part of the Bid document and shall be communicated by e-mail to all those who have been issued with the Tender Document. Bidders shall acknowledge receipt of each addendum issued by the CLE by email to CLE. A signed and stamped copy of the addendum shall be submitted together with the filled up bid documents. Adequate time for submission of bids will be ensured when such addendum is issued.

### 4) Earnest Money Deposit

The Tender shall be accompanied by an Earnest Money Deposit (EMD) for **Rs.1,00,000/- (Rupees One Lakh only)** in the form of a Demand Draft from a Nationalized Bank in favour of Council for Leather Exports payable at Chennai. **Any Tender submitted without the EMD shall not be considered and shall be summarily rejected.**

The EMD of unsuccessful bidders will be returned within Seven (7) working days of the finalization of the Engagement Contract with the successful bidder.

The EMD of the successful bidder shall be discharged when the bidder furnishes the required Security Deposit and signs the Engagement Contract / Agreement with the CLE.

**The EMD shall be forfeited if the bidder withdraws his bid after bid opening and during the bid validity period. Also in the case of a successful bidder, EMD will be forfeited if the bidder**



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fails within the specified time limit to furnish the required Security Deposit or sign the Agreement.

### 5) Pre-Bid Meeting

**A Pre-Bid Meeting will be held on 12.11.2015 (Thursday) at 11:30 am in Council for Leather Exports, Head Office, CMDA Tower II, 3<sup>rd</sup> Floor, Egmore, Chennai – 600 008.**

The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage pertaining to the bid. The bidders are requested to submit the questions if any in writing by e-mail to reach CLE at least 2 days before the Pre-bid meeting. The text of the questions raised and the responses given as a result of the pre-bid meeting shall be made by CLE exclusively through the issue of an addendum pursuant to the Instructions to Bidders. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

Any clarifications should be addressed in writing to the Council for Leather Exports E-mail: [jamal@cleindia.com](mailto:jamal@cleindia.com) and [sp@cleindia.com](mailto:sp@cleindia.com)

### 6. Inspection visit to project site:

At their own expense, bidders are advised to undertake a site visit to the existing CETP where the proposed facility is to be added, and thereafter submit the bids. For inspection visit, in order to identify the project land, the applicants may schedule the visit appointment directly with the MLMF by sending e-mail intimation to [theagrajan@gmail.com](mailto:theagrajan@gmail.com) to the attention of

Shri N. Theagrajan  
Chairman,  
Madhavaram Leather Manufacturers Facility Private Limited (MLMF)  
H-3, Talco Industrial Estate, Madhavaram, Chennai – 600 060.  
Tel: 044-25538915/25375336 Fax: 044-42609086  
Email – [mlm@vsnl.net](mailto:mlm@vsnl.net) & [theagrajan@gmail.com](mailto:theagrajan@gmail.com)

**Contact Person : Mr. Ashok Kumar, Mobile No. 8523916333**

A copy of the e-mail request sent to MLMF may be marked to [jamal@cleindia.com](mailto:jamal@cleindia.com), and [sp@cleindia.com](mailto:sp@cleindia.com)

### 7. Submission of Bids

Bids shall be submitted in two parts viz. - PART-I & PART-II. Each part shall be placed in an independent sealed envelope and these should be put in 3<sup>rd</sup> envelope and sealed. Each part shall be super scribed as follows.

1<sup>st</sup> Envelope : PART-I TECHNICAL BID FOR PRE-QUALIFICATION

2<sup>nd</sup> Envelope : PART-II FINANCIAL BID

3<sup>rd</sup> Envelope : Bid for engagement of Project Management Consultant for **Establishment of Additional Capacity in Madhavaram CETP**”.

### 8. Technical Bid for Pre-Qualification: Eligibility Criteria for bidders

**Eligibility Criteria for Project Management Consultant would be as follows:**

- I. Proven experience in preparing Detailed Project Reports, tender documents and implementation of infrastructure projects for leather sector in Establishment/Creation of Common Effluent Treatment Plant (CETP)with funding from government agencies [15 Marks]



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- II. Proven experience in project management, monitoring and quality control of building construction till its completion with funding from national and international government agencies [10 Marks]
- III. Should have average annual financial turnover during the last three years ending 31st March of the previous financial year, should be at least 30% of the total project cost which in the instance project is Rs.12.46 Crore [10 marks]
- IV. Should have experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are incited should be either of the following: [25 marks]
- Three similar completed work costing not less than the amount equal to 40% of the total project cost of Rs. 12.46 Crore, or
  - Two similar competed works costing not less than the amount equal to 50% of the total project cost of Rs. 12.46 Crore, or
  - One similar completed work costing not less than the amount equal to the total project cost of Rs. 12.46 Crore.
- V. Should have technical manpower with expertise in leather technology, civil, mechanical, management and testing etc., [40 marks]

| Technical Manpower  | Mark |
|---|------|
| Civil & Structural Engineering expertise : Qualification in Civil & Structural Engineering with experience in implementation of infrastructure projects   | 20   |
| Leather Technology expertise : Qualification in Leather Technology with experience in implementation of infrastructure projects for tanneries including preparation of layouts  | 10   |
| Mechanical and Electrical engineering expertise : Qualification in Mechanical and Electrical engineering with experience in implementation of infrastructure projects for tanneries including installation of machineries and testing equipment | 10   |
| Total Points for criteria (v)   | 40   |

**The minimum technical score required to be obtained to technically qualify is: 70 Marks.**

***However incase of any shortfall in fulfilling the credentials and requirements then proportionate marks will be assigned to the agency/institution based on the percentage achieved against requirement in each category.***

- VI. Similar works should be clearly explained and supplemented with supporting documents  
Documentation to be enclosed: (All in English language only).
- Covering letter along with EMD amount of Rs.1,00,000/- by way of DD favouring 'Council for Leather Exports' payable at Chennai.
  - Signed Copy of Tender Document purchased by the Bidder duly signed in all pages by your authorized signatory with seal
  - Brief profile of the company
  - Ownership and organizational structure of the company
  - Curriculum vitae of appropriate key professionals
  - Information in support of the technical experience - Documentary proof as per Appendix-1
  - Information in support of the financial standing – Documentary proof as per Appendix-2.

**All the above document should be kept in Cover –I only**



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In the event the documents are in language other than English, a photo copy of the contract as well as a certified translation in English language (original copy) shall be submitted. All the certifications shall be carried out by the Director / Partner /Authorized signatory of the Company with his signature, seal and name. Certified photocopies of the contracts in support of the technical experience in line with the requirements apart from the photocopy of the certificates as received from the clients. Reference / client list and description of assignment handled.

### 9. Financial Bids

The professional charges for undertaking the Project Management Consultant have **to be quoted in Part II cover only**. Fees and service tax component breakup to be mentioned clearly in the Financial Bid. ***This fee will also include all associated cost of discharging the functions of PMC including site visits, attending meetings etc. No escalation of cost shall be allowed under any circumstances till completion of the entire project by PMC and submission project completion report to the Council.***

***As per stipulation mentioned in NIT, the PMC's professional fee should not exceed 1.5 % of the total project cost.***

The payment schedule for the Professional Services to selected PMC shall be as follows:

#### **Part I – Till the commencement of construction work – 50% of fees**

- On signing the Agreement – 20%
- On issue of Notice Inviting Tender for appointment of contractor (s) – 20% of the fee i.e., If more than one NIT issue is necessitated for MLMF-CETP project, no additional fee shall be payable all the assignment arising out MLMF - CETP project is already subsumed in the PMC fee.
- On issue of work contract to building contractor – 10% of the fee

#### **Part II – From Project Execution Supervision to Defect Liability Period – 50% of fees**

- Project Supervision – 15% once 50% of the whole project reached the stage
- Project Supervision – 10% once 75% of the whole project reached the stage
- Project Completion Certificate – 15% Immediately after the PMC issues the 'Project Completion Certificate'
- Final Payment – 10% of the Fee after completion of Twelvemonths from the date of Project Completion Certificate.

The Financial Bid will also contain the functions the bidder will undertake. In order to avoid any ambiguity, the bidders may list out the various functions the agency proposes to undertake by referring to and on the lines of Terms of Reference mentioned in this document. **No request shall be entertained by the Council for any change from above schedule of payment of PMC fee.**

### 10. Language for Bid Document

All Bids and information to be submitted shall be in English language only.

Bids which are conditional or obscure or which contain additions not called for, erasures, alterations, unsigned or irregularities of any kind shall not be considered.

### 11. Signature with official seal

Bidders shall fill up and sign with official seal, the covering letter for submission of bids, and all copies of the supporting documents which are included in the Bid documents. The Bids shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, along with official seal. All pages of the Bid where entries or amendments with official seal have been made shall be signed by the person or persons signing the Bid.



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The bidder shall enclose a certified copy of the Power of Attorney authorizing the signatory or signatories to sign the Bid document. This certification shall be from the Legal Manager or a Director of the Firm.

The Bid shall contain no alterations or additions, except those to comply with instructions issued by CLE or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid affixing the official seal.

### **12. Currency of Bid**

Bidders shall quote their prices in Indian Rupees only.

### **13. Bid validity**

Bids shall remain valid for a period of ninety (90) days from the date of submission of the Bid.

In exceptional circumstances, prior to expiry of the original time limit, CLE may request Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing or by fax. A bidder agreeing to the request will not be permitted to modify his bid.

### **14. Due date for Bid Submission**

As mentioned in V (1) above, **Bids in sealed envelope/package will be alone received by CLE, Head Office, Chennai, up to 2:30 pm on 23<sup>rd</sup> November 2015 (Monday)**. If the said date happens to be a holiday for CLE, the same will be received up to 2.30 pm on the next working day.

Each envelope shall carry the name and address of the Bids prominently.

CLE may extend the date for submission of Bids by issuing an addendum in which case all the rights and obligations of CLE and the bidders previously subject to the original due date for submission will then be subject to the new date for submission as to be extended if any.

Bids received by fax or e-mail shall not be accepted and be summarily rejected.

### **15. Late receipt of bids**

Any bids received by CLE after the due date & time will not be considered and will be returned unopened to the bidders.

### **16. Modification and Withdrawal of Tenders**

Bidders may modify or withdraw their bids by giving notice in writing before the due date of submission of bids. Each bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered to the Council's office at Chennai, with the outer and inner envelopes additionally marked MODIFICATION or WITHDRAWAL as appropriate.

No bids will be modified after the due date of submission of the bids.

### **17. Evaluation of Bids**

#### **a) Bid Opening Meeting**

The CLE will open the bids (Cover-1 – Technical Bids for pre-qualification) in the presence of the bidders or their authorized representatives who choose to be present or without the presence of bidders if the bidders are not present of their own choice and wish. **For this purpose, Technical**



**Bid Opening Meeting will be held at 3:00 pm on 23<sup>rd</sup> November 2015 (Monday) at CLE, Head Office, Chennai.**

In the event of the specified date of bid opening being declared a holiday for CLE, the bids will be opened at the same time on the next working day.

On opening of the bids, the name of the bidder will be read out in the meeting for the information of those present, and also whether the EMD has been submitted or not will be read out.

**b) Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations, for the award of assignment shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence CLE or in the processing of bids or award decisions may result in the rejection of his bid.

**c) Procedure for bid evaluation**

After opening of the bids, the technical evaluation by way of fulfillment or non-fulfillment of eligibility criteria will be checked. Thereafter, only those financial bids will be opened for which technical evaluation was turned out to be positive i.e., those bids which satisfy the eligibility criteria.

To assist the examination, evaluation and comparison of bids, CLE may, at its discretion, may ask the bidders for any clarification on his/her bids. The request for clarification and the response shall be by e-mail, but no change in the substance of the bid shall be sought, offered or permitted.

The bids failing to meet the eligibility criteria will be rejected, and their Financial bids cover will not be opened.

**18. CLE's right to accept any bid and to reject any or all bids**

Notwithstanding anything that is said herein, CLE reserves the right to accept or reject any bids in whole or in part and to cancel the entire bidding process and reject all bidders, at any time prior to the award of assignment, without any obligation to inform the affected bidder(s) about the grounds for CLE's action. The decision of CLE will be final and binding upon the lowest evaluated bidder. Non-acceptance of the above mentioned conditions would also result in the forfeiture of the EMD.

**19. Entrusting the assignment**

The bidder whose bid has been accepted will be notified of the engagement by CLE prior to expiration of the bid validity period by e-mail, followed by Registered Letter / Courier / Speed Post. The Letter of Engagement will constitute the formation of the Contract, subject only to the signing of the Agreement thereafter.

**20. Security Deposit**

Within Seven (7) working days from the date of letter of engagement, the successful bidder shall deliver to CLE the Security Deposit to a tune of 5% of the Fees mentioned in the CLE's Letter of Engagement.

Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for cancellation of the engagement and forfeiture of the EMD.





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The Security Deposit will remain with the CLE for a period of one year from the date of submission of 'Project Completion Certificate' by the PMC, and immediately thereafter it will be returned to the PMC.

### **21. Damage Clause**

The PMC will be responsible for the overall implementation of the project. In the event of any shortcomings noticed in the workings of the PMC and any defect appeared in the building for want of deficient drawings and other such reasons which is the principal domain of the PMC, the damage clause will be invoked by which:

- If the shortcomings / defects are noticed during the construction period on matters concerning PMC, the further payment of fee installments to the PMC will be stopped.
- If the shortcomings / defects are noticed on matters concerning PMC after the construction period till one year from the date of Project Completion Certificate, the Security Deposit will be forfeited.

The above are apart from possible actions under the relevant laws of the land.

### **22. Signing of the Agreement and No leverage in diluting the terms.**

Within seven (7) working days of the date of notification of the award, the successful bidder will have to enter into an agreement as per the draft text to be given by the CLE (which will have the Terms of Reference and other functions as mentioned in the ITB (Tender Documents), professional fee payable, installments and milestones etc). The selected bidder shall bear the cost of the stamp paper and will submit a duly signed with official seal original stamped paper agreement to the CLE.

### **23. Condition for submission of Tenders:**

Agencies / Institutions who is willing to submit their sealed bid would be construed to be having read all conditions of this tender and selected Agency / Institution shall abide conditions mentioned herein and also agreed to the various clauses of the Agreement which will be primarily on the basis of ITB conditions besides applicable standard norms of CLE applicable for undertaking PMC assignment and no special leverage shall be considered to any Agency / Institution whomsoever it may be.

### **24. Informing the unsuccessful bidders**

Upon signing the Agreement, CLE will promptly notify the other bidders by e-mail that their bids have been unsuccessful.

### **25. Jurisdiction.**

In case of any disputes between parties arising out of or in connection with this Assignment of PMC and contract executed there of, shall be to the exclusive jurisdiction of the Hon'ble Madras High Court, Chennai and not elsewhere.

\*\*\*\*\*



**Appendix 1**

**Reference List of Projects of similar nature undertaken by the Bidder**

| <b>S. No</b> | <b>Parameters</b>  | <b>Details</b> |
|--------------|--|----------------|
| 1            | Name of the project  |                |
| 2            | Owner of the project   |                |
| 3            | Address of the project implemented   |                |
| 4            | Contact person<br>Name<br>Phone No, E-mail, Fax NO   |                |
| 5            | Contract reference & date<br>Name of the company which received the contract<br>Date of completion as per contract<br>Actual date of completion<br>Date of commissioning |                |
| 6            | Years in operation since commissioning   |                |
| 7            | Scope of work  |                |

Signature of authorized Signatory:

Name & Designation

Date

Office Seal:

**NOTES:**

Please use similar statements for every project implemented by you to meet the prequalification requirement for technical experience. Please attach certified photocopies of certificates issued by the owners mentioning the firm's satisfactory performance

Please attach a certified photocopy of the Contract indicating name of the Contractor, Contract no, scope of work, and value of Contract

Each of the above copies shall be duly counter signed, dated and with official seal.



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### Appendix 2

#### Financial Capacity

1. Name of the firm :
2. Address of the Registered Office :
3. Address of the office of communication :  
And contact particulars
4. Annual turnover (Rupees or home  
Currency of the applicant) for  
2012-13 :  
2013-14 :  
2014-15 :

(IT returns for the previous three years including FY 2014-15, if not available for 2014-15, IT returns for 2011-12 may be substituted)

5. Furnish name, address, and telephone no. fax:  
and contact person of your Bankers in a  
Separate list attached to this appendix
6. Furnish name, address, telephone no. :  
fax no. & contact person of your  
Insurance Company in a separate list  
attached to this appendix

I hereby authorize CLE to seek information as required from our Bankers and Insurers.

Signature of authorized Signatory:

Name & Designation

Date

Office Seal:

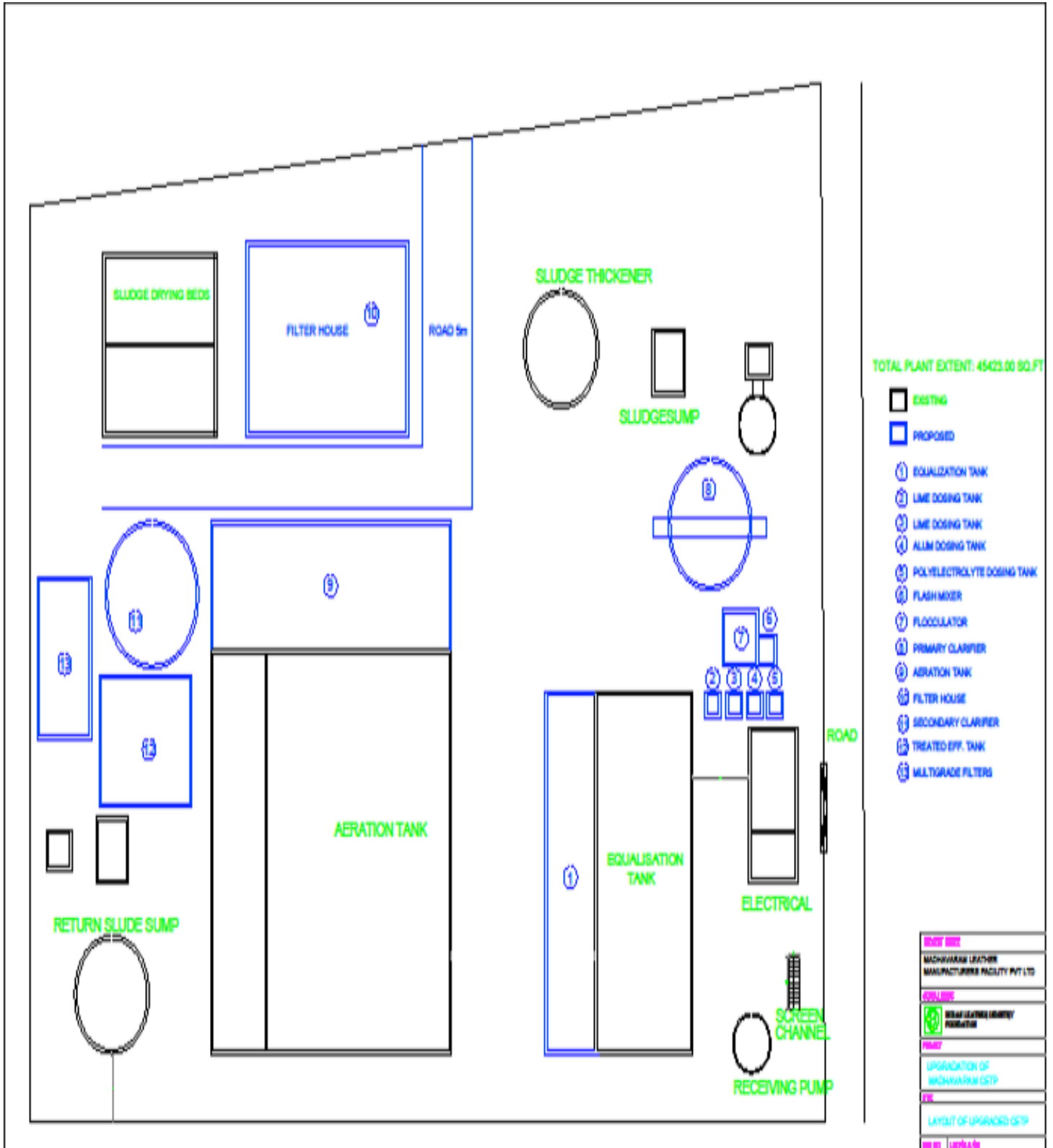
#### **NOTES:**

- Copies of the Audited annual reports for the years 2012-13, 2013-14 & 2014-15 to be enclosed (if not available Audited Annual Report for 2014-15, previous 3 years Audited annual report should be attached)
- IT returns for 2012-13, 2013-14 & 2014-15 to be enclosed (refer Appendix 2-- 4)
- All other relevant documents in support of Appendix 2

Each of the above copies shall be duly counter signed, dated and with official seal.



# PROPOSED - LAYOUT





## FLOW DIAGRAM

