BENGAL CHEMICALS & PHARMACEUTICALS LTD.

(A Government of India Enterprise)



TENDER DOCUMENT FOR RISK MANAGEMENT POLICY (ALM Policy and Hedging Policy)

TENDER NO. HR/RM/001/2015-16

Issued by Bengal Chemicals & Pharmaceuticals Ltd.

(A Government of India Enterprise) Corporate Office: 6, Ganesh Chunder Avenue, Kolkata - 700 013.

Tel: 033-2237-1525/26

E-Mail: personnel_ho@bengalchemicals.gov.in

Visit us at http:// www.bengalchemicals.gov.in

BENGAL CHEMICALS & PHARMACEUTICALS LTD.



(A Government of India Enterprise) Corporate Office: 6, Ganesh Chunder Avenue, Kolkata – 700 013. Tele: 033-2237-1525/26 E-mail: <u>personnel ho@bengalchemicals.gov.in</u> Website: <u>www.bengalchemicals.gov.in</u>

NO. HR/RM/001/2015-16

DATED: 18/06/2015

REQUEST FOR QUOTATION

To All interested bidders

Sub: <u>Tender for Engagement of Consultant to make Risk Management Policy</u> (ALM Policy and Hedging Policy).

Bengal Chemicals & Pharmaceuticals Ltd. (BCPL) is floating a limited tender for engagement of Consultant for Risk Management Policy which comprises ALM Policy and Hedging Policy.

Date of Release of Tender	18/06/2015
Date & Time for Submission of Bids	07/07/2015upto 3:00 PM
Date of Opening of Bid	
Technical bid	07/07/2015 at 4:00 PM.
Financial bid	To be informed later on.
Place of receipt of Tender	BENGAL CHEMICALS & PHARMACEUTICALS LTD.
•	6, Ganesh Chunder Avenue,
	Kolkata -
	700013
	Tel: 033 – 2237 - 1525/26
EMD/Bid Security Details	Not Applicable

Please go through the attached Invitation of Bid (IOB) and tender document along with Bid Evaluation Criteria (BEC). Bids complete in all respects should reach the office of **Bengal Chemicals & Pharmaceuticals Ltd., 6, Ganesh Chunder Avenue, Kolkata – 700013** on or before the due date & time. Bids received after the due date and time shall liable to be rejected. Complete Tender document is available on BCPL website <u>www.bengalchemicals.gov.in a</u>nd on Govt. e- procurement portal <u>www.eprocure.gov.in.</u>

Bid should be valid for 90 days from the date of opening of the financial bid.

Bids received through Telex/Fax/E-mail will not be acceptable.

Bidder(s) desirous of attending the Bid opening may depute their authorized representative on the scheduled date and time of bid opening.

BCPL reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason whatsoever.

Yours sincerely,

TAPAN CHAKRABORTY AGM(H.R. & ADMN.)



NO. HR/RM/001/2015-16

DATED: 18/06/2015

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INVITATION OF BID

Dear Sirs,

Sealed tender under "TWO BID SYSTEM" are invited for engagement of Consultant for Risk Management Policy (ALM Policy and Hedging Policy) as per Scope of Work in the prescribed Bid forms and proforma attached to this Bid document. The details of the tender are given below:-

S.No.	Particular	Details	
1.	Tender No.	HR/RM/001/2015-16	
2.	Description of services	Engagement of Consultant for Risk Management Policy	
3.	Date of Release of Tender	18/06/2015	
4.	Date & Time for Submission of Bids	07/07/2015 upto 3:00 PM.	
5.	Date & Time of opening of Bid		
a.	Technical bid	07/07/2015 at 4:00 PM.	
b.	Financial bid	To be informed later on.	
5.	Bid validity upto	90 days from the date of opening of financial Bid	
6.	Correspondence Address	AGM(H.R. & ADMN.), Bengal Chemicals & Pharmaceuticals Ltd., 6, Ganesh Chunder Avenue, Kolkata -700 013	

"**TWO BIDS SYSTEM**" shall be followed for this tender. Bidder should take due care to submit their bid in accordance with requirement in sealed covers. BCPL wants to finalize this tender within a limited time schedule. BCPL will not seek any clarifications subsequent to opening of bids and bids not conforming to tender conditions shall be rejected. Therefore, bidders are advised to submit their bids complete in all respect as per requirement of tender document clearly specifying their categorical acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

In case of any clarification required relating to this tender, the same can be sought from the following officers of the Corporation:

Yours faithfully,



NO. HR/RM/001/2015-16

DATED: 18/06/2015

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CHAPTER 1-INTRODUCTION AND SCOPE OF WORK

1. INTRODUCTION

BENGAL CHEMICALS & PHARMACEUTICALS LIMITED (BCPL) is a pioneer in Pharmaceuticals, Home products and Chemicals under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India. BCPL is involved in the production and marketing of Pharmaceuticals, Home products and Chemicals at affordable price to the Nation.

2. OBJECTIVE & SCOPE OF WORK

BCPL intends to engage a Consultant having relevant experience to make the effective Risk Management Policy (ALM Policy and Hedging Policy).

CHAPTER 2 - INSTRUCTIONS TO BIDDERS

1. Two Bid System is to be followed for submission of bids. The first inner sealed envelope (Envelope no.1) superscribed "Technical Bid" will contain all the details. The second inner sealed envelope (Envelope no. 2) superscribed with "Financial Bid" will contain only the Financial Bid as sought in item (B) of Chapter 3. Both sealed envelopes (i.e. Envelope no. 1 & 2) must be put in a third envelope superscribed with "Tender No. HR/RM/001/2015-16; "DO NOT OPEN BEFORE.....; Name & Address of the bidder.

The sealed envelope containing Envelope No. 1 & 2 must reach us on or before the Bid submission date at Bengal Chemicals & Pharmaceuticals Ltd., 6, Ganesh Chunder Avenue, Kolkata -700 013, addressed to AGM(H.R. & ADMN.). The sealed envelope must be superscribed with:

"BID FOR SELECTION OF CONSULTANT FOR REVIEW OF RISK MANAGEMENT POLICY"

- **2.** The bidder shall be responsible for all costs associated with the preparation of Bid, if any regardless of the conduct or outcome of the bidding process.
- **3.** Material which is intended to be confidential must be marked 'Confidential' by the bidder. All such information will be treated in confidence and will not be divulged.
- **4.** In case of any dispute, whatsoever in connection with RFQ, the decision of BCPL shall be final and binding.
- **5.** Bidders should ensure that bid is delivered before scheduled date and time as per instructions given at Sl. No. 1 above. Late bids shall not be considered.
- **6.** The proposal submitted by the bidder should be valid for acceptance for a period of 90 days from the date of opening of financial bid.
- **7.** The bidder is required to complete the given task in the time-schedule of 3 month from the date of award of Contract for the above stated scope of work. The timeline may further be extended by another 3 months at discretion of BCPL.
- **8.** This document is not transferable. The invitations and all communications pursuant to its terms are confidential and are not to be disclosed to any person other than the addressee without prior written consent of BCPL.
- **9.** BCPL may seek clarifications on the bid submitted by the bidders. The clarifications may be sought in writing. The bidders need to confirm the clarifications in writing immediately.
- **10.** Bid should be submitted strictly as per Bid Format given in Chapter 3. Bidders not submitting the bid in this format are liable for rejection.
- **11.** Technical bid of only those bidders will be evaluated whose Eligibility Criteria Documents are found in order.

- **12.** After evaluation of Technical Bid, only those bids which qualify all the technical evaluation criteria will be considered for opening of Financial Bid under intimation. During evaluation process, if found unsuitable, BCPL may reject any bid without assigning any reason or whatsoever.
- **13.** Evaluation of price bid will be done only for the technically qualified bidders and bidder having the lowest quote will be accepted.
- **14.** The bidders are required to quote firm lump sum fee for the scope of work and any bidder not agreeing to this shall be rejected.
- **15.** No advance payment will be made by BCPL. The payment shall be made within 30 days from the date of receipt of original invoice on the successful completion and issuance of Completion certificate duly signed by BCPL, for work order as per Para 2 of chapter 1. Any bidder taking exception to this shall be rejected.
- **16.** Bidders are required to submit the Technical and Financial Bids separately as stated in Chapter-3.

CHAPTER 3 - BID EVALUATION CRITERIA

(A) Technical Bid

The following information is required for evaluation of Technical Bid:

- a. A brief description of the bidder's organisation and an outline of the work experience, specialisation and other material information about the organisation.
- b. Major clients served by the bidder organisation in the past along with the present assignments enlisting the nature of work may be given.
- c. Bidder shall demonstrate their existence in asset liability management (development of ALM & other treasury policies), risk management, Forex risk management advisory and other management services for at least 3 years.
- d. Bidder shall demonstrate similar experience of rendering above stated consultancy services in any of the last three years to a PSU/Scheduled Bank/Listed NBFC/Listed Financial Institution/ Government Financial Institution or to any listed public limited company having turnover of more than ₹10 Crore.
- e. The bidder should have an average turnover of at least Rupees Five Lakhs (₹ 5 Lakhs) during last four years from consultancy in the field of asset liability management, risk management, Forex risk management advisory and management services etc. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns or parent company etc.
- f. Complete detail of team members proposed for BCPL assignment including their name, qualification, experience, profile, specialization etc. The details of team members proposed for BCPL assignment is to be provided as below:

Sl. No.	Name of the team Member	Level in the Bidder organisation	Qualification and Relevant Experience

Resume of the proposed team members may also be attached separately.

The team members must be promptly available for the assignment as and when required. The bidder must demonstrate in their bid to the satisfaction of BCPL that the proposed team members possess the relevant and suitable capability and experience for the assignment.

- g. For the execution of BCPL assignment, the bidders are required to furnish a work plan for effective execution of the assignment after clear understanding of the requirement keeping in view the business activities of BCPL and the overall financial sector.
- h. Bidder should submit their valid documentary proof of Service Tax registration number and the details of income tax registration (PAN).

i. Bidders are required to confirm the acceptance to the entire scope of work given in para 2 of Chapter 1 after clear understanding of BCPL's requirements.

(B) Financial Bid

Bidders are to quote the Lump sum amount for review of Risk Management Policy (ALM and Hedging Policy) for the scope of work given at Para 2 of Chapter 1 above.

Particulars	Lump sum Quote (₹)
Consultancy Charges	
Add: Applicable taxes	
Total	

NOTES:

- a. All prices to be quoted in words and figures and in Indian Rupees only. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price.
- b. The above fee is inclusive of all out-of-pocket expenses. No out-of-pocket expenses shall be paid in addition.
- c. All item in the table must be quoted failing which the bid is liable to be rejected.
- d. All taxes, duties, levies etc. should be mentioned separately.
- e. The amount for evaluation is to be filled-up by Bidders as per above instructions.

CHAPTER 4 – MAJOR TERMS AND CONDITIONS OF ENGAGEMENT

1. CONFIDENTIALITY

Consultant shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence for all information relating to the work and shall not, unless so authorized in writing by BCPL, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Consultant or its personnel or agents.

2. EXECUTION OF ITS ASSIGNMENT

For the execution of its assignment, the Consultant will establish a team of qualified individuals from appropriate specialty areas within the organization as per chapter 2. It is understood and agreed by the Consultant that the Consultant shall be solely and exclusively responsible to BCPL for all acts of its team of individuals, affiliates and subsidiaries.

3. ACCESS

BCPL agrees to provide to the Consultant the information requested by the Consultant and considered reasonable, appropriate, proper and necessary by the Parties for the purpose of the Engagement. In performing its services hereunder the Consultant shall be entitled to rely upon and assume the accuracy and completeness of all information that is publicly available and of all information that has been furnished to the Consultant (or its affiliates or subsidiaries) by BCPL or its authorized representative(s).

It is clearly understood, however, that the Consultant shall exercise its professional\judgment in the assessment and use of such information. Further, in assessing this information, the Consultant would act in line with the standards BCPL would expect from an experienced Consultant eligible to opine/advice on ALM related matters.

4. DURATION OF CONTRACT

The duration of the Contract shall be six months from the date of award of contract, unless terminated by BCPL by giving 30 days' notice without prejudice to the rights and obligations of the parties up to date of notice of termination by BCPL.

5. ARBITRATION

If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by MD, BCPL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by MD, BCPL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be Kolkata, India. The fee & other charges of Arbitrator shall be determined by the

arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.

6. OTHERS

You are requested to certify that you will adhere to the Policy for Prevention of fraud in BCPL and not indulge or allow anybody else working in our organization to indulge in fraudulent activities and would immediately apprise the Corporation of the fraud/ suspected fraud as soon as it comes to your notice.

ANNEXURES

Annexure-A

Technical Bid

PRE-QUALIFICAION CRITERIA

SI.No.	Clause	Documentary Proof	Attached (Y/N)
1.	Bidder shall demonstrate their existence in asset liability management (development of ALM & other treasury policies), risk management, Forex risk management advisory and other management services for at least 3 years.	Attach declaration	
2.	Bidder shall demonstrate similar experience of rendering above stated consultancy services in any of the last three years to a PSU/Scheduled Bank/Listed NBFC/Listed Financial Institution/ Government Financial Institution or to any listed public limited company having turnover of more than ₹ 10 Crore.	Order copies, certificate from the client etc.	
3.	The bidder should have an average turnover of at least Rupees Fifty Lakhs (₹ 5 Lakhs) during last four years from consultancy in the field of asset liability management, risk management, Forex risk management advisory and management services etc. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns or parent company etc.	balance sheet for the last four financial	
4.	Complete detail of team members proposed assignment as stated in Chapter 3 above.	Resume of the proposed team members may also be attached.	
5.	Bidder should submit their valid documentary proof of Service Tax registration number and the details of income tax registration (PAN).	Copy of documents as mentioned.	
6.	Bidders are required to confirm the acceptance to the entire scope of work given in para 2 of Chapter 1 after clear understanding of requirements.	Undertaking by the Bidder.	

<u>Annexure-B</u>

Financial Bid

<u>Bid Form</u>

(On the letter head of the firm submitting the bid document)

To, The AGM (H.R. & ADMN.) Bengal Chemicals & Pharmaceuticals Ltd. 6, Ganesh Chunder Avenue, Kolkata – 700 013

Ref: Bid document No

Dated_____

Sir,

Having examined the bidding documents and having submitted the bid for the same, I/We, the undersigned, hereby submit the financial bid for services as per the schedule of requirements and in conformity with the said bidding documents.

I/We hereby offer to provide Goods and Services at the prices and rates mentioned in the Commercial Bid.

I/We do hereby confirm that the prices and rates uploaded through e-procurement process as specified have been verified before uploading and are final and authentic,

I/We do hereby undertake that, in the event of acceptance of my / our bid, the rendering of services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including logistics, taxes, duties, levis etc for providing offered services to BCPL and/or its clients/ users across India.

I/We enclose herewith the complete Financial Bid as required by you.

I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Financial bid documents and that we shall remain bound by a communication of acceptance within that time and any extended and/or deemed period provided that I/We have not withdrawn in writing my/our bid after the expiry of 90 days.

I/We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to provide services as per these terms and conditions. There are no Financial Deviations from my/our side.

Certified that the bidder is:

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

0r

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

0r

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)

I/We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and/or placement of letter of intent and/or awarding the work order, shall constitute a binding contract between us.

Dated this ______ day of _____2015

Signature of the Bidder

Name:

Details of enclosures Full Address:

Telephone No.

Telegraphic Address:

Fax No.

E-mail:

COMPANY/FIRM SEAL

Annexure-B Financial Bid

Price Schedule

(On the letter head of the firm submitting the bid document)

Sl.No	Particulars	Lump sum Quote (₹)
1.	Consultancy charges	
2.	Add: Applicable Taxes	
	TOTAL	

NOTES:

- a. All prices to be quoted in words and figures and in Indian Rupees only. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price.
- b. The above fee is inclusive of all out-of-pocket expenses. No out-of-pocket expenses shall be paid in addition.
- c. All item in the table must be quoted failing which the bid is liable to be rejected.
- d. All taxes, duties, levies etc should be mentioned separately.
- e. The amount for evaluation is to be filled-up by Bidders as per above instructions.