

Forwarding Letter
(To be submitted on Vendor's letter head)

To

Dy. General Manager (CPD)
IFCI Limited, IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir/Madam,

Sub: Engagement of Structure Engineer for carrying out Structural Safety Audit of IFCI Tower

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer, as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information. We agree to abide by all the terms and conditions as specified.

We further, confirm that our company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organisations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We also agree, that IFCI reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. We have also noted that IFCI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:/...../2020

Authorized Signatory. (Name)

Designation:

Organization Seal:

Annexure-II

Bidders General Information and Eligibility Criteria

Sub: **Engagement of Structure Engineer for carrying out Structural Safety Audit of IFCI Tower**

1	Name of the Firm / Company	
2	Year of Registration/Incorporation	
3.	The bidder must have Registered Office/Branch in Delhi/NCR.	Attach valid proof
4.	MSME (Yes/No)	If Yes, attach valid MSME certificate
5.	(i) Telephone No (Land line) (ii) Mobile No. (iii) FAX No. (iv) E-mail address.	Office: Residence:
6.	Name and address the telephone Number of the Proprietor/person to whom all references shall be made regarding tender.	Name: Tel No.
7.	GST No. (Attested Copy to be attached) of the Bidder	
8.	PAN No. (Attested Copy to be attached)	
9.	Details of the Bank Account of the Bidder <ul style="list-style-type: none"> • Name of the Bank • Branch and address • IFSC Code (Copy of recent Bank Statement to be attached)	
10.	The Bidder should have adequate resources, equipment to smoothly execute the work.	Attach list of qualified staff and equipment for execution of work
11.	The Bidder must have Structure Engineer License of his own.	Submit a copy of the Structure Engineer License
12.	The bidder must have a minimum experience of 10 years in Structure Audit of high-rise buildings having minimum of 10 storeys as on Nov 30, 2020.	Submit documentary evidence such as work orders and completion certificates in support of work experience.

1. I/We undertake that documents are genuine / authentic and nothing material has been concealed and that I/we are not debarred by any Government organization and are competent to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.
2. It is also certified that our firm has not been blacklisted by any Central Government Ministries/Departments/PSUs/Banks etc.
3. I/We have not been convicted by a Court on grounds of Moral Turpitude.

4. I/We have not been charge-sheeted by any Competent Authority of the Government.
5. I/We have not been adjudicated insolvent by a Competent Court.
6. I/We have no relative/ relatives in the employment of IFCI Ltd.

Date:

Place:

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Annexure III

Letter Authorizing Representing Executive(s)

Shri/ Km./ Smt. _____ son/ daughter /wife of Shri _____ Proprietor/ Partner/ Director/Authorized signatory/ Representative of M/s _____ (Name and Address of Bidder). (Registration No. _____) whose specimen Signatures are given below is hereby authorized to attend the Bid Opening. She / He is also competent to accept and sign any document in connection with tender regarding RFP No. _____ On our behalf. We undertake to abide by any acceptance given by him under his signature.

1. _____
3. _____

2. _____

(Specimen Signatures of Authorized Representative)

Name and Address of Authorized Representative

Date:

Place:

Signature of Authorized Person
Full Name:
Address:
Seal

FINANCIAL BID FORMAT

Ref: Engagement of Structure Engineer for carrying out Structural Safety Audit of IFCI Tower

Description	Fee Per Sq ft.	Consolidated Fee
Fee towards carrying out Structural Audit of IFCI Tower Situated at 61, Nehru Place, New Delhi – 110019 and Submission of Detailed Report.	In Figure:	In Figure:
	In Words:	In Words:

Note:

- (i) The fee is to be quoted as per above format. Quoting of Fee in any other format (other than as prescribed above) is liable to be rejected.
- (ii) The quoted fee must be all inclusive except taxes **which will deemed to be for the complete scope of work, other terms & conditions and payment terms, as provided herein.** The quoted price will be firm and free from any variation till the completion of the work.
- (iii) IFCI reserves the right to reject all or any Bid wholly or partly without assigning any reason thereof whatsoever.
- (iv) Offers submitted shall remain valid for a period of 90 days from the last date of submission of offers.
- (v) The offer is to be submitted in a sealed cover duly subscribed on top of the cover as **'Engagement of Structure Engineer for carrying out Structural Safety Audit of IFCI Tower'**. The offer can be sent through `Speed Post/ Registered Post/ By Courier.

Name, Signature, Seal of the Bidder with Company Seal

Scope of Work

Re: Engagement of Structure Engineer for carrying out Structural Safety Audit of IFCI Tower

(1) Structural Details of IFCI Tower are as under

- | | | |
|-------|------------------------------------|------------------------------|
| (i) | Building Name | : IFCI Tower |
| (ii) | Number of Floor | : 2B+G+18 |
| (iii) | Total Built-up Area | : 2,48,556 Sq. ft. (Approx.) |
| (iv) | Year of Completion of Construction | : 1996 |

(2) Scope of Work

The appointed Structure Engineer will be responsible for the following:

- (i) Structural Safety Audit of IFCI Tower to make Building Seismically compliant in all respects.
- (ii) Submission of detailed Report including test reports, if any.
- (iii) Attending & resolving the queries of MCD in context of Structural Safety Audit carried out and report submitted thereof.
- (iv) Report to be submitted within 1 month from the date of award of work.

(3) Eligibility Criteria

- (i) The bidder must have a minimum experience of 10 years in Structure Audit of high-rise buildings having minimum of 10 storeys as on Nov 30, 2020. The bidder is required to submit documentary evidence such as work orders and completion certificates in support of work experience claimed by him/her. The bid is liable to be rejected in case proper proof of work experience is not enclosed.
- (ii) Bidder must have Structure Engineer License of his own and should submit a copy of the same along-with bid.
- (iii) The Bidder should have adequate resources, equipment to smoothly execute the work.
- (iv) The bidder must have Registered Office/Branch in Delhi/NCR.

(4) Payment Terms

- (i) 60% of the payment will be released upon submission of the Detailed Report.
- (ii) 20% of the payment will be released post acceptance of the report by MCD.
- (iii) Balance payment (20%) will be released after completion of 06 months from the date of submission of report subject to fulfilment of the terms of the RFP.

(5) Other Terms & Conditions

- (i) Appointed Structure Engineer will be responsible to attend meetings with MCD and clarifying queries with regard to Structural Audit Report.
- (ii) In case, there's any ambiguity in the report or any issue is raised by MCD within 06 months from the date of submission of the report, the same shall be rectified/ taken care of by the Structural Engineer without any extra payment.
- (iii) IFCI reserves the absolute right to reject/cancel any or all the Bids at any stage without assigning any reason.
- (iv) No office space belonging to IFCI shall be occupied by the Contractor without written permission of IFCI.
- (v) Before submission of the offer, the Bidders are advised to inspect the tower for said work and the environment and be well acquainted with the actual working and other prevalent conditions etc. No claim will be entertained later, on the grounds of lack of knowledge of any of these conditions.
- (vi) IFCI reserves the right to request for any further documents/ certificate/ clarification from the bidder and the same must be submitted within stipulated time of receipt of any such communication from IFCI, failing which the bidder shall be summarily disqualified.

Other Terms & Conditions

For

**Engagement of Structure Engineer for carrying out Structural Safety Audit
of IFCI Tower**

RFP No: IFCI/CPD-Estates/Ltd. Tender/2020-21/21

Dated: 23/12/2020

Last Date for submission

12.00 Noon on 07/01/2021

IFCI invites Bidders to provide services as outlined in section "Scope of Work". The Bidders are expected to examine all instructions, forms, terms and specification in this Request for Proposal (RFP). Failure to furnish all information required or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of Bid.

1. Bid Submission & Evaluation Guidelines

The entire Bid shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

1. The selection of the bidder will be through a competitive bidding process. The selection of vendors will be based on evaluation of bids by evaluation committee constituted for the Bid evaluations.
 2. Purchase Order will be awarded to the bidder whose rates fixed as L1 for fee quoted by the bidder. Wherever all or most of the bidder quote equal rates, the final selection will be made by draw of lots.
 3. In case any cartel formation is suspected, IFCI reserves the right to reject any or all the Bids with the exclusion of the rest without assigning reasons thereof.
 4. Bidders are advised to submit the bids as per financial bid format, and any other relevant supporting documents to be duly stamped and signed along with date as token of acceptance of the terms & conditions of document.
- A. Proposals need to be submitted in in hard copy in a sealed envelope addressed to **Deputy General Manager (Centralized Procurements)** by **`SPEED POST/REGISTERED POST / BY COURIER / or may be dropped in Tender Drop Box at Ground Floor, IFCI Tower, 61 Nehru Place, New Delhi.**

The envelope must be super-scribed on top of with **'Engagement of Structure Engineer for carrying out Structural Safety Audit of IFCI Tower'**

The Deputy General Manager (Centralized Procurements)
IFCI Limited, IFCI Tower
15th Floor, 61 Nehru Place
New Delhi-110 019.
Tel.: 011-26487444/41732000

- Any change notices, appendices and addenda issued for this Request for Proposal shall be considered part of this proposal document
- Deletion, overwriting or strike-outs must be initialled by the person signing on behalf of the bidder.
- Bidders willing to submit revised bids may do so before the closing date by enclosing revised bid documents in a sealed envelope & submit as specified above.

- Bidders may not make modifications to their Proposals after the closing date and time
- All proposals shall become the property of IFCI
- It is the responsibility of each bidder to submit all required documents as outlined in this RFP.

2. Clarification of Tender Document

The prospective Bidders requiring any clarification related to this RFP may notify IFCI in writing or by e-mail.

3. Validity of the offer

The Bid shall be valid for a minimum period of 90 days from the last date of OPENING OF Price bids submission as indicated. In exceptions circumstances IFCI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

4. Language

The Bidder shall quote the rates in English language and Indian numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract, will be in English.

5. Transfer of Bid Document/ Award

Transfer of Bids submitted by one Bidder of Award by successful bidder to other party is not permissible. IFCI may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of IFCI, if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which Tenders shall be finalized on the basis of the information, available. It shall, therefore, be in the Bidders' interest to give complete and comprehensive technical particulars/description and details.

6. Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If Bidder does not accept the correction of errors, its bid will be rejected.

7. Rejection of Bid: Bids may be rejected on occurrence of any one of the following events/ conditions.

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidders bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder/any of the partners to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by IFCI after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Incomplete Price Bid.
- Price Bids that do not conform to the Price Bid format.

8. Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with IFCI. However, IFCI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

However, IFCI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

9. Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

10. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty warning may be issued to the bidder for minor deficiencies on its part.

In the case of significant deficiencies in Services causing adverse effect on the Assignment or on the reputation of the IFCI, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI.

11. Annulment of Award

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the in which event IFCI may make the award to any other bidder at the discretion of the purchaser or call for new bids.

12. Award of PO/Work

Before the expiry of the period of validity of the proposal, IFCI shall notify the successful Bidder in writing by e-mail or registered letter or by fax, that its bid has been accepted.

13.Contract Payment

IFCI reserves the right to deduct any proportionate amount from contractor payment on account of insufficient/unsatisfactory work and or wilful/careless execution of job.

Since the work is of specialized nature, the contractor shall employ qualified, skilled and well-experienced suitable expert staff for all the working days. If necessary, bidders have to ensure that suitable staff for this job shall also work on Saturdays/Sundays/Holidays as and when required by IFCI without any extra payment.

14.Publicity

Any publicity by the contractor in which the name of IFCI is to be used should be done only with the explicit written permission of IFCI.

15.Arbitration and Laws

Except, where otherwise provided for in the contract, all questions and disputes relating to the meeting of the standards and instructions herein before mentioned and as to the quality of assignment or any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists, shall be settled under the Rules of India Arbitration and Conciliation Act, 1996.

The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

16.Termination Clause

IFCI at its absolute discretion, reserves its right to terminate the agreement for any reason including but not limited to the following

- IFCI without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected Bidder, or if the engagement is not in the interest of IFCI or IFCI no more requires any such service.
- Other Grounds for Termination: IFCI is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
 - the Bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent Jurisdiction.

- it is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify IFCI within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
- If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
- for any reason whatsoever, the selected bidder becomes disentitled in law to perform his obligations under this agreement.
- The bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of IFCI.

IFCI reserves the right to terminate the contract without assigning any reason giving seven days' notice to the bidder.

17.Merger/ Acquisition of Bidder

In the event of the Bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with IFCI should be passed on for compliance to the new company in the Negotiations for their transfer.

18.Indemnity

Contractor shall indemnify, protect and save IFCI against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

19.Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

20.Violation of Terms

IFCI clarifies that IFCI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor and its Partners from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies IFCI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

21.Waiver of Minor Irregularities

IFCI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no

way modify the "Request for Proposal" (RFP), requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is selected.

22. Force Majeure

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a) That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Bidder informs the IFCI in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract.
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

23. Patents, Successful Bidder's Liability & Compliance of Regulations

Successful Bidder shall protect and fully indemnify IFCI from any claims for infringement of patents, copyright, trademark or the like. Successful Bidder shall also protect and fully indemnify the IFCI from any claims from successful Bidder's workmen/employees, their heirs, dependence, representatives etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.

Successful Bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely IFCI from any claims/penalties arising out of any infringements.

24. Delays in the Bidder's Performance

An un-excused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: imposition of liquidated damages, and/or termination of the Contract for default.

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify IFCI in writing of the fact of the delay, its likely duration and its cause(s).

IFCI reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of IFCI will be final in the regard.

As soon as practicable after receipt of the Bidder's notice, IFCI shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract, however, contractual rate shall remain the same.

25. Liquidated Damages and Penalties

If the Selected Vendor fails to deliver or perform the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to .5% per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delay or unperformed services for each week or part thereof of delay, until actual delivery or performance.

In the event, the successful bidder not meeting the work awarded under the tender within the stipulated time, then IFCI would be free to use the services of any other entity/ person and recover the difference in such services and additional expenses incurred by IFCI from the successful bidder.

26. Miscellaneous Conditions

- No other person except selected bidder's authorized representative shall be allowed to enter IFCI's premises.
- Within IFCI premises, the selected bidder's personnel shall not do any private work other than their normal duties.
- Selected bidder shall be directly responsible for any/all disputes arising between him and his personnel and keep IFCI indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- The personnel engaged by the selected bidder are subject to security check by the IFCI Security Staff at any time and the selected bidder shall ensure their presence for the said purposes.
- Selected bidder shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. IFCI shall have no liability whatsoever in this regard and the Selected bidder shall indemnify IFCI against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- Selected bidder shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

27. Confidentiality of Information

This document contains information confidential and proprietary to IFCI. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of IFCI, affiliates, and/or business partners.

Disclosure of receipt of any part of the afore mentioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from IFCI. Reproduction of this RFP, without prior written consent of IFCI, by photographic, electronic, or other means is prohibited.

28.Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IFCI, is provided to the Vendor on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by IFCI to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
