

The Indian Law Institute

Empanelment of Structural Engineer As Consultant For ILI Building, Bhagwan Das Road, New Delhi

1.0 Request for Proposals

The Indian Law Institute (ILI) would like to empanel a structural engineer as consultant who are registered with NDMC and listed on NDMC website as empanelled structure consultant till 31st December 2020.

2.0 SCOPE

NDMC has requested Indian Law Institute to submit structural safety certificate of ILI building at Bhagwan Das Road for which ILI would like the structural engineer to audit the building and issue a structural safety certificate as per the NDMC norms and format .

3.0 TIMELINE

ILI would like to complete the process of empanelment by Monday, 16th November 2020 and complete the process of audit and issuing of certificate in a time-bound manner within One months after award of Work.

4.0 PROCESS OF AUDIT

The engineer is required to submit a complete process of audit leading upto structural safety certificate, In case any special process other than visual audit is being used for the audit of the building, the process should be clearly mentioned and explained with brief along with vendor details who will carry out the process and its anticipated cost. The ILI reserves the right of hiring the same vendor or any other vendor to carry the specialized audit. It should also be noted that time is of extreme importance in the process.

5.0 PROCESS OF EMPANELMENT

The ILI will not only go by L1 model, the Institute will invite selected engineers for a meeting with the members of the ILI Building sub-committee and upon discussion in the meeting shall finalize the consultant, the Committee shall form internal parameters for the process of selection of consultant.

The process of audit along with additional cost for specialized audit will also be considered while finalizing the consultants

6.0 INQUIRIES

In case of any queries the consultant can reach out to the office of the ILI Registrar via EMAIL registrar@ili.ac.in or 011-23382190.

7.0 SUBMISSION OF DOCUMENTS

The final date of submission of documents will be till 4pm of 16th November 2020, the submission shall be made in a sealed envelope to Indian Law Institute, Registrar

8.0 PROCESS OF SUBMISSION AND OPENING OF REQUEST FOR QUOTE (RFQ)

8.1 The consultant shall submit an envelope A with Title “**EMPANELMENT OF STRUCTURAL CONSULTANT FOR ILI**” on the rear side of the envelope name and details and contact email id of the consultant should be mentioned.

8.2 The envelope A should contain further two envelopes as explained below

8.21 ENVELOPE B(sealed)

- Copy of Registration document of the Firm/ individual
- Proof of registration with NDMC
- GST details & Pan No.
- Contact details on letterhead
- Contact email address

8.22 ENVELOPE C (sealed)

- Lump sum fees on a letterhead including GST
- Process of Audit with any additional cost in case of any special audit along with vendor details

8.3 OPENING OF RFQ

Envelopes will be opened at 2pm on 17th November 2020 in the ILI office the process can be attended via WEBEX Meet details will be shared via official email id, individual consultants will be invited for one on one meeting on 17th November 2020 via Webex or to ILI office, the information shall be transferred via off email.

9 GENERAL TERMS AND CONDITIONS

9.1 Consultant and its team

9.1.1 The Consultant can be an individual or a group of people working as a team.

9.1.2 In case of a team, the Bidder shall nominate a person as the “Technical Expert” .The Curriculum Vitae of the Technical Expert should be included in the Bid.

9.1.3 The Consultant’s Team shall be approved by ILI. Further, the Consultant shall not change any team member from its team without prior approval from the ILI.

9.2 Insurances

9.2.1 The responsibility of all types of applicable and required insurance coverage for the Bidder’s personnel, material, equipment, etc. deployed for the scope of services shall rest with the Bidder and in no way ILI shall be responsible for any liability or damages, whatsoever.

9.3 Reimbursements

9.3.1 The lump sum cost should include travel, food and site visits cost.

9.3.2 ILI shall not reimburse any cost involving travel to Base Office/ ILI Building.

9.3.3 The Base Office and Site Visit shall be defined for each individual project and it will be intimated at the time of work allotted for that specific project.

9.4 Payment Terms

9.4.2 Payments shall be made to the Consultant on completion of the deliverables as per the Work Order.

9.4.3 The appropriate person in ILI shall first verify the invoice and in case of any discrepancy he has the right to ask justifications from the Consultant.

9.4.4 Payments shall be made to the Consultant within forty (30) days of receipt of Invoice through Cheque/Bank Transfer.

9.5 Confidentiality

9.5.1 All reports, drawings, diagrams, designs, specifications, material lists, flow sheets, patterns and other documents collected / prepared in connection with the services hereunder shall at all stages be termed as Confidential Information and remain the property of ILI and while in the custody of the Consultant shall be fully available to ILI and its duly authorized representatives.

9.5.2 Similarly, all the drawings, designs, calculations, specifications, lists, photographs etc. pertaining to the project, furnished by the Consultant shall also be a part of the Confidential Information and be the properties of ILI and shall be delivered to ILI on completion of the work.

9.5.3 On completion of the assignment, all Confidential Information shall be handed over by the Consultant to ILI along with structural safety certificate duly signed and stamped as per NDMC format

9.5.4 The Consultant/ Bidder shall hold in confidence this assignment and all activities relating to the Project and all documents and other information whether technical or commercial which is of a confidential nature supplied by or on behalf of ILI relating to the design, construction, insurance, operation, maintenance, management and financing of the Project and shall not, save as required by law or appropriate Competent Authorities disclose the same to any third party without any written approval from ILI.

9.5.5 Literature, drawings, reports, instruction manuals etc. of different manufacturers, suppliers, bidders and other Confidential Information, which are made available to the Consultant shall be used exclusively for the project activities only and shall not be used for any other purpose. The same shall also be carefully preserved by the Consultant till the completion of the project and returned to ILI in good condition, prior to closing of the contract.

9.5.6 The Consultant shall not mention the name of the client in any of its communications or documents without prior permission of the ILI.

9.6 Intellectual Property

9.6.1 Any and all works of authorship, inventions, discoveries, processes, machines, manufactures, compositions of matter, formulas, techniques, computer programmes, systems,

software, source code, firmware, object code, hardware systems, mask works, trade secrets, proprietary information, schematics, flow charts, databases, customer lists, marketing plans, product plans, business strategies, financial information, forecasts, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, reports, findings, recommendations, designs, drawings, sketches, notebooks, ideas, concepts, technical data and/or training materials, and improvements to or derivatives from any of the above, whether or not patentable, or subject to copyright or trademark or trade secret protection, shall be collectively termed as "Intellectual Property."

9.6.2 All Intellectual Property arising out of the Consultant's services towards fulfilling the Scope of Work and the rights thereto ("Intellectual Property Rights") free and clear of any encumbrance, shall be owned by ILI.

9.7 Assignment

9.7.1 This being a consultancy assignment, considering expertise, experience and resourcefulness of the Consultant, shall be provided by the structural Consultant.

9.7.2 The rights and liabilities of the Consultant shall not be assigned or transferred by them to any third party.

9.8 Indemnity

9.8.1 The Bidder shall indemnify ILI in respect of all claims, damages or injury or damage to any representative of Bidder and/ or property assigned to this task.

9.9 Cancellation/ Termination

9.9.1 ILI at its discretion reserves the right to cancel/ terminate the contract partly or wholly or reduce the Scope of Work, at its discretion, by giving ten (10) days notice without assigning reasons during the tenure of the Contract, which shall be binding on the Consultant and the Consultant shall be paid fees only for the actual work carried out based on discussion, agreements, justification, documents, etc.

9.9.2 Whereas, against scope reduction, if any, the justified reduction in contract price shall be bided, discussed and agreed and accordingly contract price shall be amended.

9.10 Governing Law

9.10.1 Any dispute shall be governed by the Indian Law as prevailing in New Delhi. The New Delhi courts shall have the exclusive jurisdiction.

9.10.2 In case of the arbitration, the place of Arbitration shall be New Delhi.

9.11 Penalty

9.11.1 The Consultant shall have to carry out the building analysis work within the time duration given in clause 3.0.

9.11.2 In case of delay in execution of work, a penalty of 1% shall be charged on that particular work per week upto a maximum of 5%.

9.12 Other general terms

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9.12.1 If in case the consultant shall have to carry out the site visit, the consultant shall make his own arrangements related to travelling, lodging, boarding food etc.

9.12.2 The price given in financial bid as agreed upon shall be final and there shall be no deviation from that during the execution of the work.

9.12.3 For unforeseen design tasks, cost of the assignment shall be decided based on mutual agreement with the client.

9.12.4 Consultant has to provide 1 Soft copy (PDF/Autocad) and 2 sets of Hard copy of the reports with signature and stamp.

9.12.5 Validity of the price given in the financial bid shall be for 6 months from the date of issuance of Work order.

9.12.6 No deviation from the terms and conditions is allowed.

The Undersigned being duly authorized thereto, have signed this document on this day ...
November 2020 in two originals in English and each copy is valid and authentic.

For and on behalf of the ILI

For and on behalf of.....

The Indian Law Institute

Envelope 'B'

Application Form

I/Weam/are desirous of participating in the Technical bid for the work of consultancy and conducting of structural audit. I/we give the following details for your consideration:

S. No	Items	Information to be filled in by applicant
1.	Name of the Consultancy firm	
2.	Full Address	
3.	Telephone Number: Office/ Residence	
	Mobile Number:	
	Fax No:	
	Email Address	
4.	Copy of the Registration documents of the Firm/Individual	
5.	Proof of registration with NDMC	
6.	GST Details & PAN No	
7.	Any other information the applicant might like to give	

Signature & Seal of applicant

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Envelope 'C'

S. No	Items	Amount (Rs)
1.	Lump sum fees including GST	
2.	Process of Audit with any additional cost in case of any special audit along with vendor details	

Signature & Seal of applicant