

[* As per para (v) of Rule 161 of GFR 2017, the minimum time to be allowed for submission of bids should be three weeks from the date of publication of the tender notice.]

(To be published on Consulate's website)



Consulate General of India
Milan

NOTICE INVITING TENDER

FOR SELECTION OF A FIRM/AGENCY TO CARRY OUT STRUCTURAL EVALUATION OF A PROPERTY IN MILAN

The Consulate General of India, Milan, intends to acquire a property in Milan for official use of the Consulate. For this purpose, the Consulate wishes to engage the services of a reputed professional structural engineer/company to carry out assessment of the structural soundness and residual life of the property. The evaluation agency should be technically qualified and registered or licensed to carry out such evaluations in Italy. Interested firms/agencies may submit their quotations to the Consulate in sealed envelopes. Bidders shall submit their bid in a large sealed envelope super-scribed, "Structural Evaluation Bids", for Consulate General of India, Milan, which shall have following three separate sealed envelopes inside:

Envelope A: This envelope shall be super-scribed as "*EMD*". It shall contain the Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee or a print-out of online payment towards EMD, as per conditions mentioned at para 6 below.

Envelope B: This envelope shall be super-scribed as "*Technical Bid*". It shall contain documents establishing the technical eligibility of the firm (registration certificate, work experience, certificates from clients indicating satisfactory services etc.) and other documents required to establish sound financial condition of the firm.

Envelope C: This envelope shall be super-scribed as "*Financial Bid*". It shall contain the financial bid, as per para 5 below.

No tender documents will be accepted after the expiry of stipulated date and time under any circumstances.

1. Scope of work: The Consulate intends to acquire a property in the **Via Cavenaghi** area of Milan. The structural soundness evaluator firm/agency shall provide the following services in this regard:

- (a) Land plot and building data cadastral information (history of the building, architectural design, its location, size, area, classification, heritage status etc.).
- (b) Building system – Architectural style of the building, quality of building material used & workmanship.
- (c) Structural assessment – Detailed assessment of structural soundness of the building including an indication of the residual life of the building and structural safety measures if required.
- (d) An indicative assessment of the extent and cost of repairs/renovations required, as per details of functional requirements provided by the Consulate.
- (e) Assess the loads and the potentials of the property for making modifications, expansion, internal and external modification safely subject to the structural provisions.
- (f) Carry out an inspection of the installed equipment such as air conditioning plant, fire safety system, elevators, wiring, plumbing, heating, security devices, generator set, etc. Also check whether these are installed as per the prescribed local standards and their balance/residual working span.
- (g) Any other work which falls under the ambit of evaluation of structural soundness as per local/international norms.

2. Eligibility Criteria: The structural soundness evaluator firm/agency should be locally registered and appropriately qualified in accordance with Italy's laws and have at least 10 years of experience in carrying out such evaluation. Documentary evidence of registration and experience should be submitted as part of technical bid.

3. Time Frame: The selected structural soundness evaluator firm would be expected to immediately start the work in coordination with the Owner of the property and the Consulate and submit the Structural Soundness Assessment Report to the Consulate within a period of 3 weeks from the date of letter of appointment.

4. Period of validity of bids: The bid shall remain valid for a period of **45 days** from the date of the opening of the bid or up to any mutually extended period. A bid valid for a shorter period shall stand rejected.

5. Fees: The firms/agencies should submit their quote indicating lump-sum fees for the whole work, exclusive of VAT. Hourly quotation of fees will be summarily rejected. The quotation for fees may be submitted in a separate sealed envelope duly super-scribed as

Financial Bid.

6. Conditions:

(a) **EMD:** Prospective bidders shall deposit with their proposals, an Earnest Money Deposit (EMD) equivalent to 5% of the bid amount with the Consulate. This can be in the form of a Bank draft or Banker's cheque in favour of 'Consulate General of India, Milan' or Online payment to the Consulate's official bank account *or* an unconditional and irrevocable Bank Guarantee (as per format at Annexure-I). EMD shall be submitted in a separate sealed envelope. EMD shall have to remain valid for a period of 45 days beyond the final bid validity period. The EMD received from unsuccessful bidders will be returned to them after finalization and award of contract to the successful bidder. EMD of the successful bidder will be returned after submission of the Performance Bank Guarantee.

(b) **Performance Guarantee:** The successful bidder will submit a 'Letter of Acceptance' in writing and 'Performance Guarantee' @ 5% of the accepted tender amount, within 7 days of award of contract/order. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per format at Annexure-II) and should be valid up to 30 days beyond the stipulated date of completion of work.

(c) **Liquidated Damages:** In case of any delays on the part of the firm to submit the Structural Evaluation Report within the stipulated period, the firm shall be liable to pay the Consulate, liquidated damages @ 0.5 % per week, subject to a maximum of 10 % of the accepted tender cost.

(d) **Forfeiture of EMD:** The EMD shall be forfeited in the following cases:

- (i) If the bidder withdraws the bid during the period of bid validity specified in the tender.
- (ii) If the successful bidder fails to furnish the 'Letter of Acceptance', in writing, within 7 days of award of contract/order.
- (iii) If the successful bidder fails to furnish the Performance Guarantee, within 7 days of award of contract/order.
- (iv) If the successful bidder withdraws or modifies the bid during the period of validity or after award of work.

7. Payment modalities: The entire fee (100%) will be released to the firm in lump-sum, within 45 days of submission of correct and complete bills on successful completion of the firm's entire obligations under the contract i.e. when the Structural Soundness Evaluation Report is submitted to the Consulate and accepted by the Consulate to be satisfactory.

8. The Contractor will maintain complete confidentiality with respect to contents of the Structural Evaluation Report.

9. If any clarification is required, the Consulate may be contacted at hoc.milan@mea.gov.in.

10. Interested firms/agencies, reputed and having sufficient expertise and experience may send their response/quotation in a sealed envelope along with EMD clearly mentioning the following:

- (a) Lump-sum amount payable to the firm towards fees (as part of Financial Bid).
- (b) Acceptance of the conditions as mentioned at para 6 above (as part of Technical Bid), along with other requisite documents as indicated at Envelope B.

The bids, in sealed envelopes, may be sent to the following address not later than 11.07.2023 to:

The Head of Chancery
Embassy of India
Piazza Paolo Ferrari 8,
20121, Milan, Italy

11. The Technical Bids will be opened on 12.7.2023 at 1500 hrs at the Consulate General of India, Milan, by a Committee authorized by the Competent Authority of this office. The authorised representatives of the bidders shall be permitted to attend the bid opening. The financial bids of only those bidders, who have submitted the EMD and whose technical bids are accepted, shall be opened by the Committee authorized for the purpose at a time and date that will be separately communicated.

Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: Structural Evaluation of Property _____

Name and Address of Beneficiary: Consulate General of India, Piazza Paolo Ferrari 8,
20121 Milan,

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for Structural Evaluation of Property at **Via Cavenaghi** at Milan for Consulate General of India Milan, and one of the tender conditions is for M/s (*Name of the Firm with address*) to submit a Bank Guarantee for Earnest Money Deposit amounting to Euros _____. In fulfillment of the tender conditions, we, (*Name of Bank with address*) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of Euros _____.

2. This guarantee is valid for a period of 90 (Ninety) days* and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.
3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to Euros _____.
4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*date after 90 days from date of issue*) and claims under this guarantee should be submitted not later than (*date after 90 days from date of issue*).
5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.
6. This guarantee shall be governed and construed in accordance with the laws of Italy and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of the Courts of Italy.

Date:

Place:

Name:

Signature:

[*45 days beyond the final bid validity period of 45 days.]

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: Structural Evaluation of Property _____

Name and Address of Beneficiary: Consulate General of India, Piazza Paolo Ferrari 8,
20121 Milan,

Date:

Whereas M/s (*Name of the Firm with address*) have submitted their tender for Structural Evaluation of Property **Via Cavenaghi** at Milan for Consulate General of India, Milan, and one of the tender conditions is for M/s (*Name of the Firm with address*) to submit a Bank Guarantee for Performance Security (*5% of the accepted tendered amount*) amounting to Euros _____ (*5% of the accepted tendered amount*). In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of Euros _____ (*calculated as 5% of the accepted tendered amount*).

2. This guarantee is valid for a period of ____ days and upto _____ (*30 days beyond the stipulated date of completion of work*) and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to Euros _____ (*5% of the accepted tendered amount*).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*30 days beyond the stipulated date of completion of work*) and claims under this guarantee should be submitted not later than (*from date of expiry*).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of Italy and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive jurisdiction of Italy's Courts.

Date:

Place:

Name:

Signature: