THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

APPLICATION

FOR

Appointment of Structural Consultant for their Services like for Structural audit Report including structural drawing along with the detail BOQ of re-strengthening, Restructuring, retrofitting, remaining life of existing building, any type of other maintenance whichever required to ensure seismic safety of Building, as per MCD norms.
FOR ICAI'S INSTITUTIONAL BUILDING AT Delhi

ICAI Bhawan, New Delhi

Indraprashta Marg

Vishwas Nagar

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)
Head Office: 'ICAI Bhawan', Indraprastha Marg, New Delhi – 110002

EXPRESSION OF INTEREST (EoI)

ICAI invites applications, in prescribed format, from experienced and reputed Structural consultant or firms for comprehensive Structural consultancy services like Structural audit Report including structural drawing along with the detail BOQ of re-strengthening, Restructuring, retrofitting, remaining life of existing building, any type of other maintenance whichever required to ensure seismic safety of existing buildings, as per MCD norms, for its institutional building at Delhi . The last date of receipt of duly filled in application is on or before 24th August 2020 at 3.00 pm. The Application are available at ICAI's website www.icai.org.

IMPORTANT INSTRUCTIONS TO APPLICANTS

Unless the context otherwise requires, the term **'Institute'** wherever used in this document, shall mean 'The Institute of Chartered Accountants of India' or 'ICAI'.

1. Proposed Institutional Branch Building of ICAI at below address

Offices	ICAI Bhawan, Indraprashta Marg	ICAI Bhawan, Vishwas Nagar
Land Area	25,811.82 Sq. Ft.	25,831.2 Sq. Ft
Building Area	Approximately 22500 sft of Main Building: (Ground Floor & 5 Floors) and Approximately 25607.6 sft of Annexe Building having. 2 Basements, Ground Floor & 6 Floors) Total ; 48,107.60 Sq. Ft.	37,350 Sq. Ft. (Basement, Ground Floor & 5 Floors)
Address	ICAI Bhawan, Indraprashta Marg, New Delhi, Delhi 110002.	ICAI Bhawan 52, 53 & 54 Maharshi Valmiki Marg, Vishwas Nagar Extension, Shahdara, New Delhi, Delhi 110032.
Year Of Construction (Tentative)	Ground & First Floor in 1953 and 3,4,5th floor in 1984 for Main Building and Annexe Building constructed in 1968	2003
Contact no.	011-30110421, Mobile: 9312089135 or e-mail caretaker@icai.in	011-30110421, Mobile: 9312089135 or e-mail caretaker@icai.in

2. The application form is available in the "Tender" section on ICAI's web site www.icai.org

3. Intending applicants are required to submit in duplicate their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer aided design facilities etc. in the enclosed Formats. The duly filled in application in a sealed envelope / cover super-scribing "Application for Structural Consultant for Structural Audit" shall be addressed to Secretary so as to reach on or before 15:00 Hrs on 24th August 2020. The same will be reviewed by competent authority.

4. The ICAI reserves the right to accept any or reject all the applications without assigning any reasons whatsoever.

5. As time is the essence of a contract, the ability and competence of the applicants to render required services within the specified time frame, will be a

major factor while deciding the selection of the Structural Consultant .

6. The application shall be signed by the person(s) on behalf of the organization having necessary Authorization/ Power of Attorney to do so. Each page of the application shall be signed (copy of Power of Attorney/ Memorandum of Association shall be furnished along with the application/ proforma).

7. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.

8. Both the forms of applications (original and duplicate copy) shall contain copies of all the enclosures separately. In case of discrepancy between original & duplicate, the contents of the original shall be treated as correct. The application forms issued by the ICAI/ downloaded from the website only shall be used for signature and submission to the ICAI.

9. The scale of fees payable for Comprehensive Structural Consultancy services shall include all the works i.e. Structural Consultancy services including like Structural audit Report including structural drawing along with the detail BOQ of re-strengthening, Restructuring, retrofitting, remaining life of existing building, any type of other maintenance whichever required to ensure seismic safety of existing buildings, as per MCD norms etc.

10. The Structural Consultant shall visit the site as and when required to inspect and render necessary advice for the ongoing works. The fee payable to Structural Consultant shall include charges for the visit to the site of the Project and / or for any meetings at Offices of ICAI, all travelling expenses, lodging & boarding expenses, local travel / transport charges up to the extent of minimum four visits per month by professionals / Structural Consultant .

11. The appointed Structural Consultant shall, with the prior approval of the ICAI and within the fees payable to them, engage the services of well qualified specialists of consultants pertaining to the following services,
    - Plumbing, sanitary, drainage and water supply etc.
    - All other MEP consultant required for the Project.

12. The applicant shall have registered office in Delhi and compulsorily Registered with MCD Delhi and independent telephone/mobile facility at their office and residence.

13. Services to be rendered by the Structural Consultant (in brief)
    - Structural audit Report including structural drawing along with the detail BOQ of re-strengthening, Restructuring, retrofitting, remaining life of

existing building, any type of other maintenance whichever required to ensure seismic safety of existing buildings, as per MCD norms after taking the instructions from the ICAI and prepare sketch designs, making revisions till sketch designs are and making preliminary estimates of cost.

- If required, then to submit required drawings to the Statutory Authority/Authorities and obtain all approvals including commencement certificate.
- to draw detailed specifications, estimates, draft Application
- to visit site as and when required by the ICAI.

- any other services connected with the said works usually and normally rendered by the Structural Consultant and not referred to in above

14. Applications containing false and/or incomplete information are liable for rejection. The ICAI shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.

15. Decision of the ICAI in regard to selection of the Structural Consultant shall be final. The ICAI is not bound to assign any reasons therefore.

16. Selection of Structural Consultant for the project will be based on the evaluation criteria fixed by the ICAI.

17. The fee shall be firm and fixed during the period of contract and no escalation or increase in fees of whatsoever degree or nature shall be allowed.

18. For any queries, the applicants may contact at 011-30110421, Mobile: 9312089135 or e-mail caretaker@icai.in

SECTION - II

ELIGIBILITY CRITERIA

Applications are invited in the prescribed proforma from the firms of Structural Consultant /practicing Structural Consultant who :

(i) The applicant shall have registered office in Delhi and compulsorily in the panel/list of MCD Delhi as Structural engineer, Registered with MCD Delhi as Chartered Engineer and independent telephone/mobile facility at their office and residence.

(ii) have completed 5 structural audit report of multi-storied Colleges/ Schools/ Institutional/ Office Buildings preferably for Government/ Semi-Government/ Government of India Undertaking/Multinational companies, during last 5 years ending 31st March, 2020.

(iii) Having proper experience in the field for not less than 5 years.

(iv) Structural Consultant /Structural Consultancy firms should have their Head Office or office or any other support arrangements at New Delhi and NCR for pursuing the .

SECTION - III

SCHEDULE OF SCOPE OF WORK/SERVICES

1. Scope of Services:

1.1 The scope of Services to be performed relates to Structural consultancy like Structural audit Report including structural drawing along with the detail BOQ of re-strengthening, Restructuring, retrofitting, remaining life of existing building, any type of other maintenance whichever required to ensure seismic safety of existing buildings, as per MCD norms etc

2 Preliminary Services:

2.1 The Structural Consultant shall take the Institute/Project Authority's instructions as to the Institute's requirements and brief, assessing them, giving advice and rendering services.

2.2 The Structural Consultant shall examine the Site and its surroundings including the constraints thereof and advise the Institute and/or the Project Authority on the manner by which these may affect the Project.

2.3 The Structural Consultant shall carry out such studies as may be necessary pursuant to the Institute's requirements, reviewing the Institute's requirements and submitting the reports and other details.

3 Preliminary Phase

3.1 The Structural Consultant shall consult with the Institute and/or the Project Authority to

(i) establish the design criteria, parameters and basic considerations with respect to the general image and character desirable for the Project and

(ii) ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.

3.2 The Structural Consultant shall prepare all necessary details as required for preparation of preliminary estimates for approval of preliminary cost estimate of the Project.

3.6 Upon obtaining the approval of the Institute and/or the Project Authority for the said preliminary design and the said preliminary cost estimate, the Structural Consultant shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.

4 Design Development Phase

4.1 The Structural Consultant shall also submit detailed reports along with BOQ & Specifications of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Structural Consultant shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.

4.2 The Structural Consultant shall prepare construction costs estimates.

4.3 To prepare preliminary and detailed estimates to optimize the costs and minimize variation in costs. keep the costs initial Bill of Quantities with tentative costing and submit the same to the ICAI .

4.4 The design development phase may consist of numerous iterations and consultative meetings with the Institute's various Committees. The Structural Consultant upon receiving comments / feedback from the Institute and/or the Project Authority on the said design development documents and cost estimates, shall make changes amendments and again submit the same till the designs and details are approved by the Institute for the purposes of preparing the drawings and documents in sufficient detail for preparation of the bill of quantities and Application documents.

5 Documentation and Application Phase

5.1 Upon receiving the approval of the submit the following:

5.1.1 review the design and drawings to ensure compliance with the applicable laws and with the requirements of the statutory authorities
5.1.2 prepare a detailed bill of quantities based on the approved design;
5.1.3 prepare the technical specifications and drawings;
5.1.4 amend the design development documents as and when directed by the Institute and as necessitated by any functional or financial requirements;
5.1.9 produce a time schedule using a professional project management software for execution of various components of the project from start to commissioning;
5.1.10 ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall programme;

- Payment to the Structural Consultant would be made on stage to stage basis

Note:

- Evaluation of Professional Strength and Experience of work shall be done on the basis of list of projects submitted by the applicant.

- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.

- The ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all applicants. No reasons whatsoever shall be furnished regarding award of marks.

SECTION VI
Information to Be Furnished By the Applicant

1	Name, composition and registered office address	Details to be furnished in the prescribed proforma (Format 1).
2.	Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc.	Attach a separate sheet.
3.	Names, qualification and experience of all technical personnel in the firm.	Details to be furnished in the prescribed proforma (Format 2)
4.	Whether registered as a Structural Consultant with MCD Delhi?	State the Registration No. & attach a copy of the certificate
5.	Details of experience as practicing Structural Consultant .	Attach a separate sheet
6.	Important large projects executed during last 5 years by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed.	Details to be furnished in the prescribed proforma (Format 3).
7.	Name and address of the Banker(s) of Structural Consultant .	Attach a separate sheet.
8.	Whether the firm is involved/has been involved at any time in any Litigations/ arbitrations pertaining to their professional commitments?	If yes, details to be furnished regarding nature of the complaint, year and outcome of the exercise.
9.	Financial standing	Copies of the Income Tax Clearance certificates/ Income Tax assessment orders along with latest final accounts of the business of the Structural Consultant duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness for the last three consecutive financial years.

Name & Signature:

Full address, office seal & Date:

Format 1

Composition of the

Firm

1	Name of the firm: (Attach an attested photocopy of Certificate of Registration)	
2	Legal Status of the Firm: (Individual/company/Partnership firm/Joint Venture firm)	
3(a)	Registered Address:	
3(b)	Telephone:	
3(c)	FAX/Tele-fax:	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Full Postal Address:	
4(d)	email id	
4(e)	Mobile no.	
5.	Number of years of experience:	
6.	Number of similar eligible works executed during the last five years:	
7.	Names and titles of Directors or Partners:	
8.	In case the company is subsidiary, the involvement, if any, of the Parent Company in the ICAI's proposed work:	
9.	State whether in-house expertise is available for all services/sub-systems.	
10.	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement?	
11.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
12.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at	

	any time? If so, give details	
13.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted?	
14.	Whether the Applicant is involved in frequent litigations in the last five years?	

Signature, date and stamp
of the Applicant /Authorized representative

Format 2

(A) List of technical personnel, giving their technical qualifications, experience including that in the present organization. The statement should also show the administrative staff available in the organization.

Sr. No.	Name	Age	Qualifications	Consultancy experience
1.	2.	3.	4.	5.

Nature of works handled	Name of the projects handled with cost details	Date from which employed in the present organization	Indicate special experience if any
6.	7.	8.	9.

Signature, date and stamp of the applicant /
Authorized representative

Note: Mention other points, if any, to show technical and Managerial Competency to indicate any important point in your favour.

(B) Infrastructure available for handling the Consultancy work:

The details in a separate sheet shall include the office set up such as carpet

area of the registered office, no. of computers, in house computer aided design facility like AutoCAD package, etc.

Signature, date and stamp of the applicant /Authorized representative

Format 3(A)

List of Important Projects Executed by the Organization During Last Five Years [Note: Separate sheet to be furnished for different projects viz. (a) Institutional Building, (b) Office Buildings, (c) Commercial buildings]

DETALS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS

Sr. No	Name and	Details of the work	Whether copies of the detailed

.	address of the Client	Name and location of the project	Scope of the work	Value of the work	Date of award/ actual commencement of the work	Time allowed for completion of the work	Date of Completion of work	Reason for delay, if any	Whether Liquidated Damages / penalties, if any, imposed?	Litigation/ Arbitration, if any With details.	work orders indicating date of award, value of awarded work, time given for completing the work etc and the corresponding completion and TDS certificates indicating actual date of completion and actual value of executed similar eligible works in proof of the work experience have been attached

Note:
The applicants are required to provide the Documentary Proof in respect of the information furnished above.

Signature, date and stamp of the Applicant/
Authorized representative

Format 3(B)

DETAILS OF THE CLIENTS FOR WHOM ELIGIBLE WORKS HAVE BEEN EXECUTED/COMPLETED DURING LAST 5 YEARS

Sr. No.	Name and address of the Client /Firm (also indicate whether	Details of the officers/ authorities/contact executives under whose control the work(s) was/ were executed					
		Name	Postal addres	e-mail IDs	Telephone	Fax nos.	Telephone

	Government / Semi Government /Government of India Undertaking or Private body)		s		(mobile) nos.		(landline) Nos.

Signature, date and stamp of the Applicant / Authorized representative

ANNEXURE - I

Letter of Application

(On the original letter head of the Applicant)

Date:

To,
The Secretary
The Institute of Chartered Accountants of India
I.P. Marg , New delhi

Subject: APPLICATION FOR COMPREHENSIVE STRUCTURAL CONSULTANCY FOR ICAI'S INSTITUTIONAL BUILDING AT Delhi

Dear Sir,

1. Being duly authorized to represent and act on behalf of…….. (Hereinafter referred to as an `Applicant') and having reviewed and fully understood all the Application information provided, the undersigned hereby applies for to be pre-qualified by ICAI as an Structural Consultant for the above cited project.
2. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.
3. ICAI and its authorized representative may contact the following person for information:-

_____

4. This application is made with full understanding that:
   (a) Offer by applicants will be subject to the verification of all information submitted for Application at the time of Application ding.
   (b) ICAI reserves the right to:
   - amend the scope and in such event, application will only be called from selected Application ders who meet the revised requirements/criteria; and
   - Reject or accept any application, cancel the process and reject all applications.
5. The undersigned declares that the statements made and information provided in the duly completed application along with the annexures, is complete, true and correct in every detail.

Signature:

Name:

(For and on behalf of_____)

Encl:
1. ……
2……..
3……

ANNEXURE – III

No. Date:

The Secretary
The Institute of Chartered Accountants of India
I P Marg, New Delhi

Sub : Submission of Financial Application for Structural Services for Construction of Building at Delhi

Dear Sir,

This has reference to Application for Structural Consultancy services..

As desired, attached herewith please find our duly filled unconditional Financial Offer in duplicate in prescribed format for your consideration.

The undersigned is fully authorised by <Name of the Organisation> to submit this Financial Proposal.

Thank you.
Yours sincerely,

Signature of Structural Consultant / Authorized Representative of the Organization
Seal of the Organisation,

Date: *Place:*

PART –II
FINANCIAL APPLICATION

No. Date:

The Secretary
The Institute of Chartered Accountants of India
I P Marg, New Delhi

Sub : Submission of Financial Offer for Structural

Dear Sir,

We have examined and understood the details given in Request for Proposal (EOI) document and communication issued by the institute and agree with all terms and conditions given therein, for below address;

Offices	ICAI Bhawan, Indraprashta Marg	ICAI Bhawan, Vishwas Nagar
Land Area	25,811.82 Sq. Ft.	25,831.2 Sq. Ft
Building Area	Approximately 22500 sft of Main Building: (Ground Floor & 5 Floors) and Approximately 25607.6 sft of Annexe Building having. 2 Basements, Ground Floor & 6 Floors) Total ; 48,107.60 Sq. Ft.	37,350 Sq. Ft. (Basement, Ground Floor & 5 Floors)
Address	ICAI Bhawan, Indraprashta Marg, New Delhi, Delhi 110002.	ICAI Bhawan 52, 53 & 54 Maharshi Valmiki Marg, Vishwas Nagar Extension, Shahdara, New Delhi, Delhi 110032.
Year Of Construction (Tentative)	Ground & First Floor in 1953 and 3,4,5th floor in 1984 for Main Building and Annexe Building constructed in 1968	2003
Contact no.	011-30110421, Mobile: 9312089135 or e-mail caretaker@icai.in	011-30110421, Mobile: 9312089135 or e-mail caretaker@icai.in

Our fee for the scope of including Structural consultancy services like Structural audit Report including structural drawing along with the detail BOQ of re-strengthening, Restructuring, retrofitting, remaining life of existing building, any type of other maintenance whichever required to ensure seismic safety of

existing buildings, as per MCD, Our Lumsum Offer for each Location in below format

Sr No.	Location	Consolidated L.S. Fees for above services in Rs.	Remark
1	ICAI Bhawan, Post Box No. 7100, Indraprastha Marg, New Delhi-110002.		
2	ICAI Bhawan, 52, 53 & 54, Institutional Area, Vishwas Nagar, Shahdara Near Karkardooma Courts, Delhi-110032		

The GST as applicable shall be payable in addition to the fee by ICAI.

The Institute shall deduct taxes at source as applicable.

I/We have read the various items and conditions and the same are acceptable to me/us.

The Undersigned is fully authorised by <Name of the Organisation> to submit this Financial Proposal.

Thank you.
Yours sincerely

Signature of Structural Consultant / Authorized Representative of the Organization
Seal of the Organisation,

Date: *Place:*

The Contract Price shall include:

(i) All direct and indirect planning, Structural Consultancy , engineering, and administrative including profit inclusive of salaries, etc. of their office and site staff.

(ii) All prevailing taxes except GST.

(iii) All consumables, papers, print media, printing / plotting, floppy disks, CD, computer use, etc.

(iv) For the visit to the site of the Project and / or for any meetings at Offices of ICAI, all travelling expenses, lodging & boarding expenses, local travel / transport charges up to the extent of four visits per month by at least two experts / professionals / Structural Consultant . (Beyond mentioned such visits in connection with the work, the Institute shall reimburse actual travel expenses as per Institute's norms and shall provide local hospitality at the Institute's Visitors' Hostel.)

(v) Expenses on charges of telephone, faxes, email, couriers, stationery etc.
(vi) All other out-of-pocket expenses.

(vii) Applicable stamp duty of the Contract Agreement.

1 The Structural Consultant shall fulfill and comply with its entire obligation for payment of taxes both direct and indirect taxes including income tax, GST, value added tax, if any, and shall deduct and deposit tax deducted at source, withholding tax from any payment made to employees, Structural Consultant and other service providers. No reimbursements of any tax liability of the Structural Consultant (except GST as per bill of the Structural Consultant as per prevailing and applicable rates) shall be made.

2 The Structural Consultant shall obtain and provide to the Institute all necessary registrations from the Government and shall obtain and provide GST Registration, Permanent Account Number before commencement of work. And also inform the below details.

1. **Cancelled cheque**
2. **MSME certificate (If not regd pl specify).**
3. **Copy of PAN**
4. **GST registration certificate (If not regd pl specify).**
5. **Aadhar no., Address, mail id & contact no.**

3.Termination of Contract

The Institute may terminate this Contract without further reference to the Structural Consultant and be deemed to be terminated from that date.

If the Structural Consultant :

a. Becomes bankrupt or insolvent, or,
b. Makes arrangements with or assignment in favor of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors;

c. Being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the shareholders or as a result of court order (other than liquidation for the purpose of amalgamation or reconstruction);

d. Has execution levied on his goods or property or the works;

e. Assigns or sublets the contract or any part thereof otherwise than as provided for under the terms and conditions of this contract;

f. Abandons the contract;

g. Persistently disregards instructions of the Project Authority or contravenes any provisions of the Contract;

h. Fails to adhere to the agreed program of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress;

i. Fails to take steps to employ competent and / or additional staff and personnel;

j. Fails to remedy any defect, discrepancy, lacuna, mistake, error whether advertent or inadvertent and fails in the performance of their obligations under the Contract;

k. Fails to comply with any final decision reached as a result of settlement of dispute in pursuant to Clause 10 thereof;

l. Submits to the Institute a false statement which has a material effect on the rights, obligations or interests of the Institute, or if the Structural Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to a Institute;

m. If the Structural Consultant , in the judgment of the Institute has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;

n. If the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

o. Suppresses or gives wrong information while submitting the reports, drawings, and designs. In any such case the ICAI/Project Authority, may serve the Structural Consultant with a notice in writing to that effect and if the Structural Consultant does not, within seven (7) days after the delivery of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the ICAI/Project Authority.

p. The Structural Consultant shall not in the event of such termination being due to their breach, be entitled to any compensation or damage against the Institute, but shall be entitled to their fees earned up to that date after deduction of liquidated damages, if any;

q. The ICAI/Project Authority, shall be entitled to take any action to terminate the Contract with the Structural Consultant upon happening of any of the events herein above, at any time, should, in the opinion of the ICAI/Project Authority, the cessation of works becomes necessary.

4 Notice in writing from the Project Authority, of such termination and reasons therefore, shall be conclusive evidence thereof.

5 In case of termination, the ICAI/Project Authority may carry out the whole or part of the work from which the Structural Consultant has been removed by engaging another Structural Consultant and/ or deployment of technical staff at site at the risk and cost of the Structural Consultant .

6 In case of termination of contract the ICAI shall be entitled and empowered as under:

(a) Forfeit the whole or such portion of the Performance Guarantee available in the form of irrevocable Bank Guarantee, as he may deem fit; and

(b) Recover from the Structural Consultant the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Project Authority, if the works had been carried out and completed by the

Structural Consultant under the terms of the contract. Such certificate shall be final and binding upon the Structural Consultant . The amount to be recovered may be deducted by the Project Authority, from any other moneys due and payable to the Structural Consultant alone or jointly under this or any other contract.

7 The Structural Consultant shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of the termination of contract under this clause. Upon termination of the Contract by the Structural Consultant , the Structural Consultant shall be entitled only to claim unpaid fees for the work(s) assigned to him and which have been completed to the satisfaction of the Institute.

8 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 8.1 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in this contract, (iii) the Structural Consultant 's obligation to permit inspection, copying, and auditing of their accounts and records and to provide copy of all reports, drawings, designs made for the Institute up to the date of termination or expiration of contract, (iv) the rights of the Institute to get indemnified from the Structural Consultant in terms of this contract, and (v) any right which a Party may have under the Applicable Law.

8.1 Cessation of Services

Upon termination of this Contract pursuant to Clause 8.1 hereof, the Structural Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Structural Consultant shall proceed as provided, respectively, by Clause 8.6 hereof. Upon termination, the Structural Consultant shall vacate office premises and site of the Institute within a period of seven (7) days and hand over the same to the Project Authority and shall obtain acknowledgement thereof.

8.7 Payment upon Termination

Upon termination of this Contract pursuant to Clause 8.1, the Institute shall make the following payments to the Structural Consultant :

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) If the Contract is terminated pursuant to Clause 8.1 (a), (b), (d), (e), or (f) the Structural Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Institute may consider paying for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Institute. Under such

circumstances, upon termination, the Institute may also impose liquidated damages as per the provisions of Clause 13 of this Contract. The Structural Consultant will be required to pay any such liquidated damages to Institute within thirty (30) days from the date of such demand.

9.0 Obligation and Liabilities of the Structural Consultant

9.1 General

The Structural Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with all applicable statutory provisions, codes, standards, well established good practices and professional techniques, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Structural Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Institute, and shall at all times support and safeguard the Institute's legitimate interests in any dealing with Sub-Structural Consultant or third parties.

9.2 The Structural Consultant shall maintain professionally qualified and experienced staff, employees and sub-Structural Consultant for the assignment of the Institute. The Structural Consultant shall also submit a list of competent Structural Consultant (s) and other professionals with minimum ten years of experience in building projects for day to day interaction with the Project Authority or his authorized representative to provide timely services as per the scope of work. Such person(s) shall work under the Principal Structural Consultant / Team Leader (Structural Consultant) and shall be available for the entire period of operation of this Contract. In addition engineers and experts from specialized fields will be available.

The principal team leader shall participate in the meetings and visit the construction site periodically during the course of work at least once a month or when required by the Project Authority. The Structural Consultant shall submit in advance details with resume of key personnel to be deployed for the assignment.

9.3 Conflict of Interest

(a) Structural Consultant Not to Benefit from Commissions, Discount, etc.

The remuneration of the Structural Consultant pursuant to Clause 6 shall constitute the Structural Consultant 's sole remuneration in connection with this Contract or the Services, and the Structural Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the Services or in the discharge of their obligations under the Contract, and the Structural Consultant shall use their best efforts to ensure that the Personnel, any Sub-Structural Consultant and agents or either of them, similarly shall not receive any such additional remuneration.

(b) Structural Consultant and Affiliates Not to Engage in Certain Activities

The Structural Consultant agree that, during the term of this Contract and after its termination, the Structural Consultant and their affiliates, as well as any Sub-

Structural Consultant , shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

9.4 The Right to use the material

(a) The Institute has the right to use the material provided by the Structural Consultant for the purpose stated in the Scope. The Structural Consultant obtains from his Sub-Structural Consultant equivalent rights for the Institute to use material prepared by the Sub-Structural Consultant .

(b) The Structural Consultant has the right to use material provided by the Institute only to provide the Services. The Structural Consultant may make this right available to a Sub-Structural Consultant . On completion of the whole of the services, the Structural Consultant shall return the material provided by the Institute to him.

(c) The Structural Consultant may publicize the services only with the Institute's written agreement.

(d) Neither the Structural Consultant , nor any of his Sub-Structural Consultant , nor any of their related parties of any tier, use any material prepared specifically for this Project for any other work except with the prior written consent of the Institute.

(e) Upon termination of this Contract, if so directed by the Institute the Structural Consultant provides to the Institute forthwith, organized and indexed to a reasonable professional standard all such documents, reports, statements, drawing, designs, and any other material in any form and substance.

(f) Clearly legible copies of all designs, documents, and records produced by, delivered to or served upon the Structural Consultant and / or his Sub-Structural Consultant of any tier in relation to this Contract and/or the services, on paper as the Institute elects shall be the property of the Institute.

(g) All editable digital copies, CD-ROM or in other format soft copies as instructed by the ICAI/Project Authority of all of the foregoing for which the Structural Consultant and/or his Sub- Structural Consultant of any tier had soft copies prior to termination shall be property of the Institute.

9.5 **Confidentiality:** The Structural Consultant undertake that:

(a) The Structural Consultant or Sub-Structural Consultant shall not, without the previous written consent of the Institute, use, publish, or disclose to any person, not cause nor permit any of his affiliates, employees, agents or Sub-Structural Consultant or the employees or agents of those Sub-Structural Consultant to use, publish, or disclose any Confidential Information obtained from the Institute otherwise than for the performance of his duties under the Contract. If required by the Institute, the Structural Consultant shall cause any person to whom Confidential Information has been or intended to be disclosed to enter into an individual written obligation to the Institute to comply with this Sub-clause.

(b) The Structural Consultant shall not, other than for the purposes of performing the Works, take or permit to take any photograph or other image of the whole or any part of the Work(s) or any other property of the Institute, or any physical or virtual model of it, without the prior written permission or consent of the Institute. Any such photograph or other

image shall be regarded as Confidential Information within the terms of Sub-Clause 9.4. (a) No photograph or other image so taken shall be used for the purposes of publicity without the prior written consent of the Institute.

(c) The Structural Consultant , their Sub-Structural Consultant (s), and the Personnel of either of them shall at no point of time disclose any information relating to the Project, the Services, this Contract or the Institute's business or operations without the prior written consent of the Institute.

9.6 Structural Consultant 's Actions Requiring Institute's Prior Approval / Consent

The Structural Consultant shall obtain the Institute's prior approval in writing before taking any of the following actions:

i. Entering into a sub-contract for the performance of any part of the Services, it being understood:

(a) That the selection of the Sub-Structural Consultant and the terms and conditions of the subcontract have been approved in writing by the Institute prior to the execution of the subcontract; and

(b) That the Structural Consultant shall remain fully liable for the performance of the Services by the Sub-Structural Consultant and its Personnel pursuant to this Contract.

ii. Changing of approved key personnel to be deployed for this Project.

9.7 Reporting Obligations

The Structural Consultant shall submit to the Institute the reports and documents specified in this Contract as sought for by the Project Authority, and within the period of time set forth.

9.8 Documents Prepared by the Structural Consultant to be the Property of the Institute

All plans, drawings, specifications, designs, reports, other documents and software submitted by the Structural Consultant pursuant to this contract shall become and remain the property of the Institute, and the Structural Consultant shall not later than upon termination or expiration of this Contract, deliver all such documents and software to the Institute, together with a detailed inventory thereof. The Structural Consultant may retain a copy of such documents and software.

9.9 Liability of the Structural Consultant

Subject to the provisions of this contract, the Structural Consultant 's liability under this Contract shall be as provided by the Applicable Law.

The Applications containing false and/or incomplete information are liable for rejection. The ICAI shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.

Decision of the ICAI in regard to selection of Structural Consultant shall be final. The ICAI is not bound to assign any reasons therefore.

I/We have read the various items and conditions and the same are acceptable to me/us.

The Undersigned is fully authorised by <Name of the Organisation> to submit this Financial Proposal.

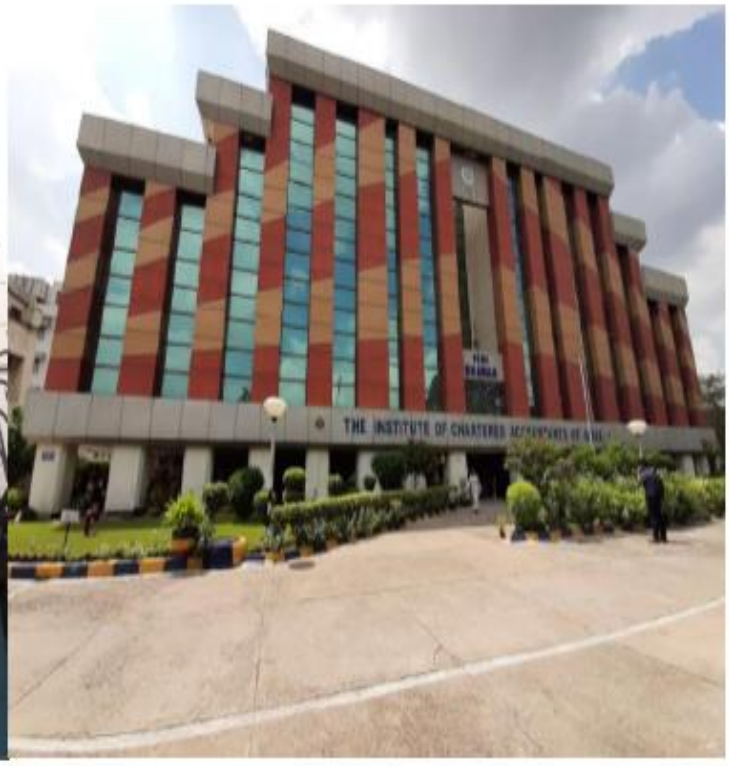
Thank you.
Yours sincerely

Signature of Structural Consultant / Authorized Representative of the Organization
Seal of the Organisation,

Date: *Place:*

ICAI Bhawan, New Delhi

Indraprashta Marg



Vishwas Nagar