

BHARATI COLLEGE
(UNIVERSITY OF DELHI)
C-4, JANAKPURI, NEW DELHI-110058

F.NO: BC/ADMIN/STR.AUDITWORKS/2020/

Dated: 24/11/2020

NOTICE INVITING E-TENDER FOR
STRUCTURAL AUDIT WORKS OF MULTIPLE BUILDINGS AT BHARATI COLLEGE
AT C-4, JANAK PURI, NEW DELHI-110058 TO MAKE BUILDING SEISMICALLY
COMPLIANT AS PER THE DIRECTIONS OF HON'BLE COURT OF DELHI.

Online e-tenders are invited on behalf of the Principal, Bharati College, University of Delhi from the **MCD Empanelled Structural Engineers** companies for Structural Audit works at Bharati College Campus at C-4, Janak Puri, New Delhi-110058:-

2. The complete set of tender document can be downloaded from the website link <http://eprocure.gov.in> & www.du.ac.in & www.bharaticollege.org the filled-in tender forms should be applied through online at <http://eprocure.gov.in>
3. Time for work completion: 60days from the 7th day of issue of letter of Intent.
4. Manual tender application will NOT be entertained.
5. The technical bids will be opened first and financial bids of technically qualified consultants only in the presence of the Purchase Committee.
6. Estimated Cost of Works: 13.00 lacs
7. **EMD: Rs. 13,000/- (Rupees thirteen thousand only) in the form of DD payable in favor of "Principal, Bharati College".**
8. Critical Dates:

Important Dates	DATE
Published Date	24.11.2020
Bid Document Download	24.11.2020
Bid Submission Start Date	25.11.2020
Bid Submission End Date	16.12.2020
Technical Bid Opening Date	21.12.2020
Financial Bid Opening date	28.12.2020

9. In the event of any of the above mentioned dates being subsequently declared as a closed holiday for this office, the tenders will be opened on the next working day at the scheduled time.
10. It is suggested that the prospective Bidders shall monitor the <http://eprocure.gov.in>/
www.du.ac.in / www.bharaticollege.org website constantly for any changes / updates.
11. The Principal, Bharati College, C-4, Janak Puri, New Delhi-110058 reserves the right to accept or reject any or all tenders without assigning any reasons.

Offtg. Principal
Bharati College

BHARATI COLLEGE
(UNIVERSITY OF DELHI)
C-4, JANAKPURI, NEW DELHI-110058

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STRUCTURAL AUDIT WORKS OF MULTIPLE BUILDINGS AT BHARATI COLLEGE
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1. GENERAL TERMS AND CONDITIONS:

Interested consultants may download the tender enquiry documents and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app> and bid online through the portal www.eprocure.gov.in/ www.du.ac.in/ www.bharaticollege.org The bids are invited in a two bid system (Technical and Financial) from reputed firms and are required to be submitted in two parts, namely, (1) Technical Bid and (2) Financial Bid. The Financial Bid should be valid for 180 days from the date of opening of the Tender. Incomplete bid documents shall be rejected.

2. BID OPENING PROCEDURE:

The Technical Bids will be opened by a committee nominated by the Competent Authority from www.eprocure.gov.in/ www.du.ac.in/ www.bharaticollege.org website. The Financial Bids of such of those Bidders, who have qualified in the Technical Bid stage by the Evaluation Committee, will be taken up for after finalization of the Technical Bid opening process. L-1 Bidder will be selected by the system automatically.

3. RIGHT OF ACCEPTANCE:

The Principal, Bharati College reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected Bidder(s) of the grounds for such action. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render bids liable for rejection. In case of any failure to comply with the provisions of the terms & conditions mentioned by the bidder that has been awarded the contract, the Competent Authority reserves the right to award the contract to the next eligible bidder and the performance guarantee will be forfeited.

4. COMMUNICATION OF ACCEPTANCE:

Successful Bidder will be informed of the acceptance of their bids through email /speed post.

5. PENALTY:

In case of breach of any conditions of the contract and for all type of losses caused during the currency of the Contract, the successful bidder to whom the work order has been awarded shall fully indemnify the Office of the Principal, Bharati College, Delhi for all types of losses in cases of negligence's in performing duties, as stipulated herein the Annexure. In such cases, this office shall make deductions from the bills preferred by the Consultant or that may become due to the consultant under this or any other contract or from

the **security deposit** or may be demanded from him to be paid within seven days to the credit of the Office of the Principal, Bharati College.

6. CONTRACT PERIOD:

The contract between the Principal, Bharati College, Delhi and successful bidder shall be valid for a period of 180 days from the date of acceptance of structural audit works contract by the successful bidder.

7. SETTLEMENT OF DISPUTES AND DIFFERENCES:

Any dispute, difference, controversy or claim (“Dispute”) arising between the Parties out of or in relation to or in connection with this Tender / Contract, or the breach, termination, effect, validity, interpretation or application of this Tender / Contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Principal, (Bharati College) or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

8. SCOPE OF WORK:

The scope of work or works shall be as per items in BOQ, unless there be something either in the subject or context repugnant to such as Structural audit of buildings.

The site shall mean all the buildings on the land under BHARATI COLLEGE SITUATED AT C-4, JANAK PURI, NEW DELHI-110058 into or through which work is to be executed under the contract or any adjacent land, area or common paths through which work is to be executed under the contract or any adjacent land, area or common paths which may be allotted or used for the purpose of carrying out the contract.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s).

Tendered Value means the value of the entire work as stipulated in the letter of award of work.

**OFFTG. PRINCIPAL
BHARATI COLLEGE**

QUALIFYING BID DOCUMENT

S.No.	Description	To be filled by the bidder
1.	Name & address of the Firm/Company	
2.	Name & Designation of the authorized person submitting the Bid.	
3.	Companies specifically into execution of structural audit works. Proof to be submitted.	
4.	Tel. No.	
5.	E-mail	
6.	<p>a. Should be MCD Empaneled Structural Engineers.</p> <p>b. The agency/firm must have its office in Delhi and must have in house infrastructure structural design facility.</p> <p>c. The firm should have its own NDT equipment.(Proof of purchase of the equipment in bidder's name should be uploaded).</p> <p>d. The Director/proprietor of the firm must have more than 10 years of experience in structural design of major projects (Proof of Structural Design with completion certificates of at least 3 projects i.e educational, institutional, group housing & commercial of which at least one building should be of educational institute / campus.)</p> <p>e. Must have completed at least 3 structural audit work of similar nature. (Completion performance certificate in last 3 years from August 2020 must be submitted)</p> <p>f. The firm should have GST registration certificate in Delhi.</p> <p>g. The average turnover of the firm for last 3 financial years should be 50 lakh.</p> <p>h. The firm should have licensed STAAD/Etabs software and Autocad software. (Proof of licensed versions of both the software in bidder's name should be uploaded)</p>	
7.	PAN No. and IT returns for the last three financial years to be uploaded).	
8.	Details of EMD .	<u>EMD DD No.</u> <u>Date:</u>
9.	Signed copy of the NIT documents. (TO BE UPLOADED)	
10.	Should not have been blacklisted by any PSU / Govt. Department.	

DECLARATION

I/we hereby certify that the information furnished above is true and correct to the best of my/our knowledge.

(Signature of authorized signatory with Name, stamp& date)

General note :

1. Tenderer signing the Tender should in case of firm clearly specify whether they are signing as (a) Sole proprietor (b) Partner (c) Under the owner of attorney (d) Director, Manager or Secretary etc. as the case may be. Copies of the documents authorizing the Tenderers signing the Tenders on behalf of such companies firms or persons should be attached with the Tender.
2. There should be no over writing/correction in schedule of rates. If any, that must be initialed. Conditional Tenders are also liable to be rejected. The rates must be inclusive of all taxes including GST, octroi, carriage and local charges etc.
3. If any Tenderer withdraws before the final acceptance of the Tender or if any fails to deposit the security as prescribed, within stipulated period the earnest money of the Tenderer is liable to be forfeited.
4. The Principal, Bharati College reserves the right to reject/accept any Tender or Tenders without assigning any reason thereof and may or may not accept the lowest or any of the Tender as the authority to accept the Tender rests with the Principal, Bharati College. He further reserves the right to accept all for any Tender in part/parts.
5. The Principal, Bharati College will not be liable to pay any interest on the **earnest money** or **security deposit**, which remains in its custody.
6. The Principal, Bharati college also reserves the right to forfeit the **earnest money** and the **security deposit**, if after the acceptance of the Tender, the successful Tenderer, fails to comply with any of the terms & condition set out in agreements which may be drawn up as a consequence of the acceptance of the Tender, In such cases, the right to cancel the Tender/contract is also retained by the College and the decision of the Principal, Bharati College (including forfeiture of the **earnest Money/Security deposit**) will be final and binding.
7. TDS will be recovered on the Gross amount payable for the work done as applicable from time to time.
8. If there is any dispute in the interpretation of any clause/clauses in the terms & condition of the contract or in case of any other dispute, the matter will be referred to the sole arbitrator nominated by Principal, Bharati College whose decision in this regard will be final & binding to both the parties.
9. If the consultant refuses to accept the work order for any specified work or fails to give the specified output, College reserves the right to get work done by other agency/consultant even at higher rates and difference of the cost will be deducted from the consultant's pending bills or security along with penalty, as the case may be.
10. The consultant shall receive all letters addressed to him by Principal, Bharati College either personally or through his authorized person failing which letters will be posted to him. Department will not be responsible for non-receipt of letters & contents of such

letters shall be binding on the consultant as if these letters have been received by him on the date of posting.

11. The work will be done as per directions/specification given by the concerned. All works should be done as per tender specifications and list of makes provided in the technical bid.
12. Work at site should be commenced within 7 days from the date of issue of letter of Intent.
13. The work should be completed within **60 days** from the 7th day of issue of letter of Intent.
14. Any attempt direct or indirect on the part of the Tenderer to influence by any means for the acceptance of a particular Tender will render the Tender liable to exclusion from consideration.
15. Next working day shall be applicable in case there happens to be a holiday on any of the dates above for sale and receipt of the Tenders.
16. Incomplete Tender, conditional Tender or Tender without earnest money is not likely to be considered.
17. In unavoidable circumstances like war, Civil Commotion, Fires, Floods Strikes or lock outs either party can intimate within 21 days of occurrence and upto 30 days on option to terminate the contract.
18. The consultant will be responsible & liable to make good any losses, which may be caused to the Deptt. or/and other agency due to negligence of the consultant and of his any employees.

**OFFTG. PRINCIPAL
BHARATI COLLEGE**

**BHARATI COLLEGE
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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 the directions of Hon'ble High Court of Delhi.

FOR BHARATI COLLEGE CAMPUS BUILDING AT C-4, JANAK PURI, NEW DELHI-110058.

IMPORTANT INSTRUCTIONS TO APPLICANTS

Unless the context otherwise requires, the term ‘College’ wherever used in this document, shall mean ‘The Bharati College’ or ‘BHARATI COLLEGE’.

1. Buildings at BHARATI COLLEGE CAMPUS (details mentioned below):

S.No.	Buildings name	Area (approx.)
1.	Hostel Block with stilt(structure designed in 2012-13) Stilt+G+3	1936 Sqmt
2.	New Academic block including basement(structure designed in2012-13) Basement + G+3	3513 Sqmt
3.	New Auditorium block including basement (structure designed in 2012-13) approx. 17.05 mtrs. height	5364 Sqmt
4.	New Connecting basement (structure designed in2012-13)	326 Sqmt
5.	Old Academic block (approximately designed in 1992) G+2	5088 sqmt

2. The application form is available in the “Tender” section on BHARATI COLLEGE’s web site www.bharaticollege.org

3. Intending applicants are required to upload 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. The same will be reviewed by competent authority.

4. The BHARATI COLLEGE 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 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.

7. 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 BHARATI COLLEGE, all travelling expenses, lodging & boarding expenses, local travel / transport charges up to the extent of minimum four visits per month by professionals / Structural Consultant.

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

9. Services to be rendered by the Structural Consultant (in brief)

a) 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 compliance of the existing buildings, as per the directions of Hon'ble High Court of Delhi after taking the instructions from the College architect.

b) To draw detailed specifications, estimates, draft Application

c) To visit site as and when required by the BHARATI COLLEGE.

d) Any other services connected with the said works usually and normally rendered by the Structural Consultant and not referred to in above

10. Applications containing false and/or incomplete information are liable for rejection. The BHARATI COLLEGE shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials (if needed).

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

12. Selection of Structural Consultant for the project will be based on the qualifying criteria.

13. 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.

SECTION - II

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 compliance of existing buildings, as per the directions of Hon'ble High Court of Delhi

SCOPE OF WORK:

S. No.	DESCRIPTION OF ITEM
1.	Site visit to assess the Structural safety of the existing foundation and columns by visual inspection & taking photograph of critical structural element such as Foundation, Columns and Beams. Structural survey of the existing building by Rapid visual screening as per IS 13935:2009 and IS15988:2013 & taking photograph of Column and Beam. Taking out measurement of existing structural member like column sizes, beam sizes, etc. and also marking the damaged and affected members on drawings as well as at site supported with digital photography and Marking of testing location for NDT.
2.	Conditional survey of the buildings by Destructive / Non Destructive Test (Note: numbers of test and type of test shall be decided as per structural requirements, only those tests shall be conducted which are applicable and required for structure audit)
a)	Rebound hammer: To find out the compressive strength of concrete by using rebound hammer as per IS: 13311 (Part 2) – 1992
b)	Concrete core Test: Drilling out and testing of concrete core for evaluation of the compressive strength of concrete.
c)	UPV test (Ultrasonic Pulse Velocity test): Ultrasonic scanning to evaluate homogeneity and integrity of concrete.
d)	Half-Cell Potential Test: To assess the severity of steel corrosion is to measure the corrosion.
e)	Ph value (to check alkalinity of concrete) as per relevant B.S. 5328, ACI 201.2R-92 and ACI-318-99, IS 456:2000, BS 8110

f)	Carbonation Test: Measurement of carbonation depth by phenolphthalein spray test at selected locations on RCC members of the structures covered under the study to see the depth of carbonation as per BS EN 14630:2006, BS EN 13295:2004. Ratio of Carbonation depth to cover depth is also measured to check the intensity of carbonation attack on steel bar Measurement of carbonation depth by phenolphthalein spray test at selected locations on RCC members of the structures covered under the study to see the depth of carbonation as per BS EN 14630:2006, BS EN 13295:2004. Ratio of Carbonation depth to cover depth is also measured to check the intensity of carbonation attack on steel bar
g)	Water Soluble Chloride Content % (by mass of concrete) to check the risk of corrosion due to present chloride % as per IS: 14959 (Part 2) – 2001, B.S. 5328 Part 1, ACI 201. 2R-92, BS 1881 Part 124:1988, BS 8110, IS 456:2000
h)	Cover meter Test
i)	Submission of NDT report
3.	Structural assessment and design analysis of existing building as per latest BIS Code i.e. IS: 456-2000, IS: 1893-2016, IS 15988-2013 etc. by using design software i.e.ETABs etc to know the deficiency and accordingly to prepare strengthening/retrofitting scheme for upgrading the strength (based on the analysis and tests) and submission of recommendations for strengthening and structural audit report.
4.	Preparation of BOQ and Tender document (if required for strengthening)
5.	Site visit during strengthening of work (if required)

Note: 1. The Bharati College is not bound to get complete work (i.e site visits preparation of tender document, BOQ, structural strengthening report etc. from the appointed consultant). College reserves the right to decide the scope of work of the appointed consultant. The payment in this case will be made to consultant on pro-rata basis. The decision of the competent authority / college will be binding to consultant and cannot be challenged in any court of law.

2. Numbers and locations of the test shall be decided in consultation with the College's Architect.

SECTION III**Information to Be Furnished By the Applicant**

S.No.	Description	To be filled by the bidder
1.	Name & address of the Firm/Company	
2.	Name & Designation of the authorized person submitting the Bid.	
3.	Companies specifically into execution of structural audit works. Proof to be submitted.	
4.	Tel. No.	
5.	E-mail	
6.	<p>a. Should be MCD Empaneled Structural Engineers.</p> <p>b. The agency/firm must have its office in Delhi and must have in house infrastructure structural design facility.</p> <p>c. The firm should have its own NDT equipment.(Proof of purchase of the equipment in bidder's name should be uploaded).</p> <p>d. The Director/proprietor of the firm must have more than 10 years of experience in structural design of major projects (Proof of Structural Design with completion certificates of at least 3 projects i.e educational, institutional, group housing & commercial of which at least one building should be of educational institute / campus.)</p> <p>e. Must have completed at least 3 structural audit work of similar nature. (Completion performance certificate in last 3 years from August 2020 must be submitted)</p> <p>f. The firm should have GST registration certificate in Delhi.</p> <p>g. The average turnover of the firm for last 3 financial years should be 50 lakh.</p> <p>h. The firm should have licensed STAAD/Etabs software and Autocad software. (Proof of licensed versions of both the software in bidder's name should be uploaded)</p>	
7.	PAN No. and IT returns for the last three financial years to be uploaded).	
8.	Details of EMD .	<u>EMD DD No.</u> <u>Date:</u>

9.	Signed copy of the NIT documents. (TO BE UPLOADED)	
10.	Should not have been blacklisted by any PSU / Govt. Department.	

Name & Signature:

Full address, office seal & Date:

Signature, date and stamp of the applicant /Authorized representative

SECTION – IV

MODE OF PAYMENT

1. 15% after survey work.
2. 25% after NDT test in field.
3. 35% after analysis & submission of draft structural audit report on pro-rata basis and acceptance from College as per work.
4. 25% after submission of structure audit report and acceptance by the College.
5. 100% on preparation of BOQ & tender document.
6. 100% on site visits during strengthening of work.

Note: Security deposit @5% from each bill will be deducted and will be released after finishing of all the works. EMD will also form part of security deposit. EMD will be converted into security deposit for the successful bidder. EMD of unsuccessful bidder will be returned within 15 days after awarding works to the successful bidder.

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 BHARATI COLLEGE, all travelling expenses, lodging & boarding expenses, local travel / transport charges are included in the quoted rate upto stage 4 of the payment terms and conditions.
- (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 College 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 registered please specify).
- 3. Copy of PAN
- 4. GST registration certificate (If not registered please specify).
- 5. Aadhar no., Address, mail id & contact no.

3. Termination of Contract

The College 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. If the College, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - m. Suppresses or gives wrong information while submitting the reports, drawings, and designs. In any such case the BHARATI COLLEGE/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 BHARATI COLLEGE/Project Authority.
 - n. 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 College, but shall be entitled to their fees earned up to that date after deduction of liquidated damages, if any;
 - o. The BHARATI COLLEGE/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 BHARATI COLLEGE/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 BHARATI COLLEGE/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 BHARATI COLLEGE shall be entitled and empowered as under:

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

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 College.

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 College up to the date of termination or expiration of contract, (iv) the rights of the College 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 College within a period of seven (7) days and hand over the same to the Project Authority and shall obtain acknowledgement thereof.

8.2 Payment upon Termination

Upon termination of this Contract pursuant to Clause 8.1, the College 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 the Structural Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the College may consider paying for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the College. Under such circumstances, upon termination, the College may also impose liquidated damages. The Structural Consultant will be required to pay any such liquidated damages to College 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 College, and shall at all times support and safeguard the College'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 College. 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.

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.

9.4 The Right to use the material

(a) The College 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 College to use material prepared by the Sub-Structural Consultant.

(b) The Structural Consultant has the right to use material provided by the College 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 College to him.

(c) The Structural Consultant may publicize the services only with the College'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 College.

(e) Upon termination of this Contract, if so directed by the College the Structural Consultant provides to the College 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 College elects shall be the property of the College.

(g) All editable digital copies, CD-ROM or in other format soft copies as instructed by the BHARATI COLLEGE/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 College.

9.5 Confidentiality: The Structural Consultant undertakes that:

(a) The Structural Consultant or Sub-Structural Consultant shall not, without the previous written consent of the College, 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 College otherwise than for the performance of his duties under the Contract. If required by the College, 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 College 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 College, or any physical or virtual model of it, without the prior written permission or consent of the College. 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 College.

(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 College's business or operations without the prior written consent of the College.

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

The Structural Consultant shall obtain the College'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 College 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 College 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 College

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 College, and the Structural Consultant shall not later than upon termination or expiration of this Contract, deliver all such documents and software to the College, 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 BHARATI COLLEGE 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 BHARATI COLLEGE in regard to selection of Structural Consultant shall be final. The BHARATI COLLEGE 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 authorized by <Name of the Organization> to submit this Financial Proposal.

Thank you.

Yours sincerely

Signature of Structural Consultant / Authorized Representative of the Organization

Seal of the Organization,

Date:

Place: