

SOUTH ASIAN UNIVERSITY

Akbar Bhawan, Chanakyapuri, New Delhi



Tender Document

Transplantation and Compensatory plantation of Trees including maintenance upto Seven years at the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068.



SECTION – I

Notice Inviting e-Tender

SECTION – II

Form of Agreement General Rules and Directions for Guidance of Tenderers/Bidders

SECTION – III

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Schedule of Drawings

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Schedule of Quantities

11TH September 2020

NOTICE INVITING TENDER (NIT)**NIT No.: 29/NIT/SAU/2020**

Name of work: Transplantation and Compensatory plantation of Trees including maintenance upto Seven years at the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068.

Estimated Cost put to Tender : Rs.2,77,05,615/-

Earnest Money	Rs.5,55,000/-
Performance Guarantee	5% of tendered value. (50% of the performance guarantee shall be returned to the contractor after completion of the work (Schedule A & B). Balance 50% shall be retained as security deposit for the maintenance work, which shall be returned on year wise prorata basis).
Security Deposit	2.5% of tendered value.
Time Allowed	04 months for Completion of transplantation & compensatory plantation work. (Schedule of quantity, A & B).
Maintenance : (SOQ-C)	07(Seven) years for compensatory plantation and 2 years for transplanted trees, to be reckoned from the date of completion of work (SOQ-A & SOQ B).
Defect Liability Period	One Year from the date of completion

Certified that this NIT contains Part-A from Page 6 to Page 70 & Part-B from Page 71 to Page 118 and Part-C from Page 119 to Page 127 (schedule of quantities A, B &C) modifications and corrections up to 3rd September 2020

Prepared By

Vetted By:

PA:

PMC:

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SOUTH ASIAN UNIVERSITY**Akbar Bhawan, Chanakyapuri, New Delhi-110021****2.0 NOTICE INVITING E-TENDER (Press/ website/ CPP Portal Notification)**

Registrar, South Asian University (SAU), New Delhi-21, on behalf of the President, SAU, invites online, percentage rate bids in two bid system (Technical/ Eligibility Bid and Financial Bid) from eligible Tenderers/bidders for the following work:

NIT NO: **29/NIT/SAU/2020**

Name of work: - Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068.

Estimated Cost put to Tender (ECPT)	Rs. 2,77,05,615/-
Earnest Money	Rs. 5,55,000/-
Time Allowed	04 months for Completion of transplantation & compensatory plantation work. (Schedule of quantity, A & B).
Maintenance	07(Seven) years for compensatory plantation and 2 years for transplanted trees, to be reckoned from the date of completion of work (SOQ-A & SOQ B).
Defect Liability Period	One Year from Date of completion
Last Date and Time for Submission of Bids	28.10.2020 (3:00 PM)

For detailed NIT/ Tender Documents/ Details / downloads and for any other correction/ amendments/ modification / extension of time till the last date of submission of bids, please visit websites: www.sau.int or www.eprocure.gov.in or www.tenderwizard.com/SAU

Tender submissions can only be made through online mode at www.tenderwizard.com/SAU

Registrar
South Asian University

PART A

TECHNICAL/ELIGIBILITY BID

3.1 INFORMATION AND INSTRUCTIONS FOR TENDERER/ BIDDERS FOR E-TENDERING (FORMING PART OF TENDER/BID DOCUMENT AND TO BE POSTED ON WEBSITE)**(Applicable for inviting two bid systems)**

Registrar, South Asian University (SAU), New Delhi-21, on behalf of the President, SAU, invites online percentage rate bids in two bid system (Technical/ Eligibility Bid and Financial Bid) from eligible Tenderers/bidders for the following work:

DETAILS OF WORK:

<u>1</u>	<u>NIT No.</u>	29/NIT/SAU/2020
<u>2</u>	Name of Work & Location	Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068.
<u>3</u>	<u>Estimated Cost put to tender</u>	Rs. 2,77,05,615/-
<u>4</u>	<u>Earnest Money</u>	Rs. 5,55,000/-
<u>5</u>	Time Allowed	04 months for Completion of transplantation & compensatory plantation work. (Schedule of quantity, A & B).
<u>6</u>	Maintenance	07(Seven) years for compensatory plantation and 2 years for transplanted trees (Schedule of quantity - C), to be reckoned from the date of completion of work (SOQ-A & SOQ B).
<u>7</u>	<u>Date of pre-Bid meeting</u>	19.10.2020(3.00 pm)
<u>8</u>	Last date and time of submission of online bids along with copy of receipt of deposition of original EMD, e-tendering processing fee and other documents as specified in the tender document.	28.10.2020(3.00 pm)

<u>9</u>	Time & date of opening of Technical & Eligibility Bid	28.10.2020 (3.30 pm)
<u>10</u>	<u>Time & date of opening of Financial bid</u>	to be informed later

1. The intending bidders must read the terms and conditions of NIT/ form CPWD-6 (Notice Inviting e-Tender) carefully. They should only submit their bids if they consider themselves eligible and would be able to submit all the documents required. The eligibility criteria are given under para 1.5 of section 3.3 (CPWD -6)
2. Information and Instructions for bidders posted on website shall form part of bid Document.
3. The full bid document consisting of plans, specifications, the schedules of quantities and the set of terms and conditions of the contract to be complied with and other documents(except CPWD GCC) can be seen and downloaded from website www.tenderwizard.com/SAU or www.sau.int or www.eprocure.gov.in free of cost.
4. The bid can be submitted only through website after deposition of original EMD in the office of the Director (Finance), South Asian University, New Delhi within the period of bid submission and uploading the mandatory scanned documents such as Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed deposit Receipts towards EMD in favour of **South Asian University, New Delhi** as mentioned in NIT including receipt of deposition of Original EMD to South Asian University and other documents as specified. Format of EMD receipt is attached with at 3.1 A.
5. Contractors/bidders not registered on the website mentioned above, www.tenderwizard.com/SAU are required to get registered beforehand. If needed they can seek help in this regard from the website of M/s Tender wizard.
6. The intending bidder must have valid **Class-III digital signature** to submit the bid.
7. On tender opening date of the financial bid, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets (comparative statement sheets)
8. Bidders can upload documents in the form of **JPG** format and **PDF** format.
9. List of documents to be scanned and uploaded up to date and time mentioned above is given separately at section 3.2. *Self-attested copies of all the documents shall be uploaded and originals be kept ready as these can be called for verification.*
10. The **Part-C** of tender documents contains **Schedule of Quantities (SOQ)**, consisting of **Schedule A -CPWD DSR 2018(Horticulture and Landscaping) items, Schedule –B Non-DSR items** and **Schedule-C Maintenance Works**. Contractor shall quote percentage, above, below or at par for all schedules (A, B and C) separately at the

designated place. If any Part of SOQ summary is left blank by the bidder, the bid shall be considered as zero or at par.

11. Contractor must ensure to quote percentage against each head. The column meant for quoting percentage in figures appears in pink colour and the moment percentage is entered, it turns sky blue.

- I. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and percentage is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
 - II. However, if a tenderer does not quote any percentage above/below/at par on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as at par.**
12. The Technical/Eligibility bid shall be opened first on due date and time as mentioned above. The time and date of opening of Financial bid of contractors qualifying the Technical/ Eligibility bid shall be communicated to them at a later date.
13. Pre-Bid conference shall be held in the office of the Registrar, South Asian University, Akbar Bhawan, Chanakyapuri, New Delhi – 110021, on notified date to clear the doubts of intending bidders, if any. The tenderers are requested to submit their questions/ queries in writing in the name of Registrar, SAU or e-mail to registrar@southasianuniversity.org to reach not later than two days before the date of pre-bid conference.
14. If any information furnished by the applicant is found incorrect at a later stage and it is found that tenderer/bidder does not qualify as per terms and condition of the Tender, he shall be liable to be debarred from tendering/ bidding for works in South Asian University (SAU). His tender shall be cancelled and EMD forfeited. The SAU reserves the right to verify the particulars and documents furnished by the applicant independently.
15. It shall be mandatory to sign the integrity pact by the bidder failing which bidder may stand disqualified from the tendering process and his bid would be summarily rejected. Integrity pact of the bid document shall be signed between Registrar SAU and the successful bidder after acceptance of bid.
16. **Dispute Redressal**; The process of dispute redressal shall be as laid down in the CPWD GCC 2020 (construction works) including its further amendments It will be mandatory to constitute Dispute Redressal Committee(DRC) & contractor or SAU can only seek arbitration after exhausting entire due process DRC shall be as mentioned in clause 25 of schedule F(Proforma of schedules).

Registrar,

For and on behalf of the President, SAU

3.1(A) FORMAT FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt No.....#..... /date.....#.....
<p>Name of Work: Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068.</p> <p>NIT No. : 29/NIT/SAU/2020</p> <p>EstimatedCost:Rs.2,77,05,615/-</p> <p>Amount of Earnest Money Deposit: Rs. 5,55,000/-</p> <p>Last date of submission of Bid : 28.10.2020 (3.00 pm)</p> <p>to be filled by Tender Inviting Authority)</p>
<p>1. Name of Contractor :#.....</p> <p>2. Form of EMD#.....</p> <p>3. Amount of Earnest Money Deposit#.....</p> <p>4. Date of submission of EMD#</p> <p style="text-align: center;">Signature, Name and Designation of EMD receiving officer along with Officer stamp</p> <p>(# to be filled by EMD receiving authority)</p>

Note:

- i) The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority.
- ii) The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency

3.2 List of Documents to be filled, scanned and uploaded by the bidders

Forms as indicated in various Sections to be scanned and uploaded in JPG format or PDF format within the period of bid submission:

1.	Demand draft/ Pay order or Banker's Cheque / Fixed Deposit Receipt of a Scheduled Bank / Bank Guarantee of any Scheduled Bank towards EMD
2.	Letter of transmittal (Section 4.3.1)
3.	Certificate of Financial Turnover from Chartered Accountant (Form 'A'). (Refer to para 9.1 of section 4.2)
4.	Solvency Certificate from scheduled bank (Form 'B'). (Refer to para 9.2 of section 4.2 and 4.3.3)
5.	Integrity Pact
6.	Integrity Agreement
7.	Certificates of Works Experience (Form 'C','D','E' & 'E1'). (Section 4.3.4, 4.3.5 , 4.3.6 & 4.3.7)
8.	Structure & Organization (Form 'F').
9.	Details of Technical & Administrative Personnel (Form 'G'). (section 4.3.9)
10.	Details of Landscape / Horticulture Equipment Likely To Be Used In Carrying Out the Work (Form 'H'). (section 4.3.10)
11.	Work Experience: List of similar past works and performance on these works during last seven years, but not more than 10 works.
12.	Certificate of Registration for Goods & Services Tax(GST) and acknowledgement of up to date filed return.
13.	Affidavit regarding execution of qualifying work, as mentioned under Para 1.4 of section 3.3
14.	Affidavit as mentioned under Para 1.5 of section 4.2 – Guidelines for bidders
15.	Affidavit to the effect of not being black listed by any agency, as mentioned under Para 1.7 of section 4.2 – Guidelines for bidders

16.	Certificate of enlistment under Horticulture works category in CPWD/MES/Railways/ Telecom or any other Govt. agency in appropriate category.
17.	Copy of PAN card.
18.	Copy of receipt for deposition of original EMD issued from authorized person in south Asian university. The Director Finance, South Asian University or his authorized representative is authorized to receive the EMDs and issue the receipt of deposition of original EMD in the prescribed format.

3.3. NOTICE INVITING e-TENDER (CPWD-6)

Registrar, South Asian University (SAU), New Delhi, 21 on behalf of the President, SAU invites online percentage rate bids in two bid system (Technical/ Eligibility Bid and Financial Bid) from eligible Tenderers/bidders for the following works:

“Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068.”

(Important; The South Asian University is an International University established by eight member states of SAARC region. It has been established by act of parliament 2008 and granted the immunity and privileges at par with United Nations Organizations as per ministry of External Affairs (MEA), Govt. of India, Gazette notification dated 15th January 2009. The University is being run by contribution paid by member states, however the capital fund for construction of permanent campus including this work at Maidan Garhi is being provided by Govt. of India and the work is to be carried out as per latest General Financial Rules (GFR)).

General Details;

1	1.1	The work is estimated to cost Rs.2,77,05,615/- The estimated cost is based on CPWD DSR 2018(Horticulture and landscaping) and Non-DSR items based on prevailing market rates. This estimated cost, however, is given merely as a rough guide. Intending bidders may submit the bid after satisfying themselves that they fulfill the following eligibility criteria: -
	1.2	Enlistment requirement -Please refers eligibility criteria given in this NIT.
	1.3	Joint ventures are not accepted and the bidder shall not be allowed to sublet the work. Restriction under Rule 144(xi) of the GFR 2017as conveyed through Deptt. of Expenditure(PPD) dated 23rd July 2020 shall be followed.
	1.4	An intending bidder is eligible to submit the bid provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
	1.5	Eligibility Criteria Tenderers/bidders who fulfil the following requirements shall be eligible to

		apply.
	A	Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of bids. ;
	i	For Transplantation and compensatory Plantation works
	a	Three similar works, each of value not less than Rs.61Lacs or Two similar works, each of value not less than Rs.91 Lacs or one similar work of value not less than Rs.122Lacs.
	b	Similar works means transplantation of trees, compensatory plantation and their maintenance.
	ii	For Transplantation; The bidder should have executed any one work of transplantation of at least 75 trees in a single contract, (This may or may not be part of works mentioned in 1.5A(i) above and will be governed as per para vi, below).
	iii	For plantation; The bidder should have executed the work of plantation of at least 1500 no's trees and their maintenance in a single contract. (This may or may not be part of works mentioned in 1.5A(i) above and will be governed as per para vi, below).
	iv	Important Note- if after opening of financial bid, it is founds that the lowest bidder has not executed similar work given in above paras or does not fulfil eligibility criteria, his bid will be rejected, earnest money deposited will be forfeited and will also be debarred from future tendering in SAU.
	v	The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.
	vi	Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit certified attested abstract of cost of work in support of this. The bidder may show separately the net value of similar work certified by client

vii		<p>To become eligible, the bidder shall have to furnish an affidavit as under:</p> <p>I / We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice then the SAU shall be at liberty to terminate/determine the contract prejudice to its right under other clauses of contract. The bidder/tenderer shall be debarred for bidding in SAU in future . Also, if such a violation comes to the notice of SAU before date of start of work, the Engineer-in-Charge/SAU shall be at liberty to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.</p>
viii		<p>The applicant`s performance for each eligible work completed in the last seven years shall be certified by an officer not below the rank of Executive Engineer or equivalent</p>
B		<p>Should have had average annual financial turnover of Rs.76 Lacs on Horticulture works during the immediate last three consecutive financial years ending 31st March 2020. (Scanned copy of Certificate from CA to be uploaded)</p> <p>(At the time of submission of bid, the contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of immediate last 5 years ending March 2020. There is no need to upload entire voluminous balance sheet).</p>
C		<p>Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2020. (Consecutive financial statements duly certified and audited by the Chartered Accountant to be uploaded.)</p>
D		<p>Should have a solvency of Rs.61Lacs, certified by his banker (Scanned copy of original solvency to be uploaded). The transmittal of solvency certificate should be addressed to the Registrar, SAU.</p>
1.6		<p>To ensure timely completion and quality of workmanship/ maintenance, the University is inviting tenders in two bid system. Based on the past performance and soundness of the firm, University will qualify/shortlist the bidders for opening of financial bids.</p>
1.7		<p>The intending bidder must read the terms and conditions of CPWD-6 carefully. He should submit his bid only if he considers himself eligible and he can provide all the documents required for establishing his eligibility etc.!</p>

2		<p>Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD7/8 as amended up to the date of submission of tender, which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in or the format in practice in SAU as the case may be. Bidder can see the SAU agreement format as mentioned under Para 5 below. Bidders shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.</p>
3		<p>The time allowed for carrying out the work will be (as given in the tender notice) from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents. <u>The maintenance period is for two years for transplantation work and seven years for compensatory plantation work from the date of completion of works.</u></p>
4	(i)	<p>The site for the work is available but it shall be made available in parts/phases as per priority as building/development works is also in progress. The bidder has to plan and execute work as per priorities decided and fixed by the SAU</p> <p>The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to satisfy himself and collect all information that he considers necessary for proper assessment of the work and for quoting his rates judiciously.</p>
	ii	<p>The working layout drawings shall be made available by Project Architect</p>
	iii	<p>The time allowed for work is as mentioned below:</p> <p>Transplantation and Compensatory Plantation work (schedule A&B)- <u>4 Months</u></p> <p>Maintenance Period (Schedule-C)- } 07(Seven) years for compensatory plantation and 2 years for Transplanted Trees, to be reckoned from the date of completion of work (SOQ-A & SOQ B).</p> <p>Important: Upkeep, protection and maintenance during the period of execution of Transplantation and Compensatory plantation till handing over or completion will be the responsibility of the bidder/contractor by deploying additional dedicated manpower, for which nothing extra shall be paid.</p>

5		<p>The bid document consisting of drawings/plans, specifications, schedule of quantities of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen free of cost from website www.sau.int, www.eprocure.gov.in and www.tenderwizard.com/SAU. Plans can also be seen in the office of the Executive Engineer, South Asian University, Akbar Bhawan, Chanakyapuri, New Delhi – 110021, on any working day from 10am to 5pm.</p> <p>The tender document is based on CPWD standard publications like General Conditions of Contract 2020 for original works and maintenance works, Delhi Schedule of Rates and specifications 2018 for Horticulture and Landscaping, DSR 2018 for Civil works, CPWD Specifications 2019, yardstick guidelines of CPWD Maintenance manual 2019 with amendments / correction slips up to the last date of submission of bids can be seen free of cost from “www.cpwd.gov.in” the CPWD website.</p>
6		<p>After submission of the bid, the tenderer/Bidder can re-submit revised bid any number of times but only before last time and date of submission of bid as notified.</p>
7		<p>Earnest Money of Rs.5,55,000/- in the form of Demand Draft or Pay Order or Banker’s Cheque or Fixed Deposit Receipt of a scheduled bank drawn in favour of South Asian University, New Delhi, shall be scanned and uploaded to the e- Tendering website within the period of tender submission.</p> <p>The original physical EMD (of the scanned copy uploaded) shall be deposited by the bidder in the office of the Director (Finance), SAU, who will issue a receipt for the same in the format attached with. The receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time, failing which the tender shall be rejected.</p> <p>Alternatively, the EMD amount can also be transferred to the SAU account directly. The bank details of SAU are as follows:</p> <p>Beneficiary Name : South Asian University Name of Bank : State Bank of India Bank Address : Old JNU Campus, New Delhi Beneficiary A/C No. : 31238978138 IFSC Code/ RTGS No. : SBIN0001624 MICR Code : 110002056 PAN Number : Not Applicable in view of tax exemption.</p>

		Online bid documents of only those bidders, whose original EMD deposited with other documents scanned and uploaded and found in order <u>shall be opened</u> .
8	(i)	Interested bidders who wish to participate in the bid have to also pay the e-Tender Processing Fee, payable to ITI Limited through their e- gateway by credit/debit card/internet banking facility.
	(ii)	Online tender documents submitted by interested bidders shall be opened of only those bidders , who have deposited e-tender processing fee with ITI Limited
	(iii)	<p>Copy of Enlistment Order as applicable and certificate of work experience and other documents as specified in the tender document for eligibility shall be scanned and uploaded on the e-tendering website within the period of tender submission.</p> <p>However, certified copy of all the scanned and uploaded documents as specified in tender document shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.</p> <p>Online bid/tender documents submitted by intending bidders shall be opened of those bidders only, who have deposited e-Tender processing fee with I T I Limited</p>
9		The bid submitted shall be opened at 28.10.2020(3.00pm)
10		The bid submitted shall become invalid, and the e-tendering processing fee shall not be refunded if:
	(i)	The bidder is found ineligible.
	(ii)	The bidder does not upload all the documents including PAN card, Goods and Service Tax (GST) registration as stipulated in the tender document, including undertakings as required/applicable and proof of deposition of original EMD
	(iii)	Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
	(iv)	The bidder does not deposit original EMD (physical form) with South Asian

		University before opening of technical bid.
	(v)	If a tenderer quotes NIL rates against any head / subhead in the tender, the tender shall be treated as invalid even if he otherwise is found to be lowest tenderer.
		In any case the e-tender processing fee shall not be refunded.
11		After opening of the technical bid/ eligibility bid , SAU shall prepare a list of deficiencies found in the bids of each bidder vis a vis requirements as per NIT and send to individual bidders by Speed Post or Email with a request to furnish required documents within specified time , failing which it will be presumed that the individual bidder does not have any further documents to furnish and decision on bids will be taken accordingly.
12		<p>The tenderer whose bid is finally accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in schedule F as Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any Scheduled bank or Fixed Deposit Receipts of Scheduled bank or an irrevocable bank Guarantee Bonds (specimen Performa, attached at GCC) of the State Bank of India or any Scheduled Bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p> <p>The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance Guarantee.</p> <p><i>The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident fund code no. as applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work.</i></p> <p><i>The contractor shall also submit Programme Chart (Time and Progress) within the period specified in Schedule F.</i></p>
13		Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil, the form and nature of the site, the means of access to the site, the accommodation they may require and in

		<p>general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. Bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claims / payments consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions if any, in this tender document and local conditions and other factors having a bearing on the execution of the work.</p>
14		<p>The competent authority on behalf of SAU does not bind itself to accept the lowest or any other bid and reserves to itself the right to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.</p>
15		<p>Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will be liable to rejection.</p>
16		<p>The competent authority on behalf of SAU reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.</p>
17		<p>The Bidder/tenderer shall not be permitted to bid for works in SAU if any of his near relative is posted as an officer in any capacity (Grade IV or above) in SAU or Ministry of External Affairs, Govt. of India. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the SAU or in the Ministry of External Affairs. Any breach of this condition by the tenderer would render him liable to bid and shall also be debarred from future contracts.</p>
18		<p>No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to</p>

		be cancelled if either the contractor or any of his employees is found any time to be such a person who has not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service, as the case may be
19		<p>The bids for the work shall remain open for acceptance for a period of Seventy Five (75) days from the last day of opening of technical bid. Further;</p> <p>If any tenderer/bidder withdraws his tender/bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender/bid which is not acceptable to the SAU, then the SAU shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.</p>
20		<p>This notice inviting tender/bid shall form a part of the contract document. The successful bidder / tenderer, on acceptance of his bid by the Accepting Authority shall within 15 days from the letter of acceptance, sign the agreement consisting of :</p> <ul style="list-style-type: none"> . The Notice Inviting Bid, all the documents including special conditions, additional conditions, particular specifications, Schedule of quantities (SOQ), drawings, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto. . Standard C.P.W .D. Form-7 (CPWD GCC) or other standard CPWD form as applicable. . An agreement on standard SAU Format on a non-judicial Stamp paper of appropriate value. (format available with SAU/attached) . Integrity Pact and Agreement as per CPWD GCC 2020.
21		<p>The bid document will include following three components:</p> <p>Part A: CPWD-6 (Notice inviting e-Tender), CPWD-7 including schedule A to F, CPWD General Conditions of Contract (GCC) 2020 for construction and maintenance works as applicable with all amendments / modifications up to last date of submission of the bid.</p> <p>Part B: Special Conditions, Additional Conditions, Particular Specifications and Tender Drawings.</p>

		Part C: Schedule of Quantities (SOQ), (Schedule A, B and C).
22		The agency must read carefully complete NIT including Brief Particulars of work and Guideline for bidders
23		After acceptance of the bid by competent authority, SAU shall issue letter of acceptance/intent/award on behalf of the President, SAU. After the work is awarded, the main contractor will have to enter into contract agreement with SAU.
24		The work shall be treated as complete only when all the components of the work are complete, commissioned and handed over to SAU. The Completion Certificate of the work shall be recorded by authorized person of the university of the rank not less than Executive Engineer.
25		The employer (SAU) reserves the right to increase or decrease the scope of work before or after the award of work without assigning any reason to the bidder/ contractor. No claim on any account whatsoever in any manner, in this regard shall be entertained by the employer (SAU).
26		<p>The bidder should keep in mind the post COVID-19 scenario and possibility/chances of future unforeseen calamities/disasters during the contract period. The same shall be dealt as per contract. However, suitable remedy such as Time extension shall be considered by SAU if;</p> <p>Any BAN on work is imposed by NGT(National Green Tribunal) or other statutory authorities BAN/Lockdown due to Corona or any other epidemic/disaster.</p> <p>The bidder/contractor is bound to comply all regulations/SOPs/ orders/instructions of the statutory authorities/local bodies etc. in this regard without any additional cost to SAU.</p>
27		No imported item is allowed in work as per make in India Policy of Govt. of India
28		The contract also includes comprehensive maintenance of plantation up to seven years as detailed in the Tender Document; After successful completion of Schedule A & B, the main agreement shall be closed and a supplementary agreement will be executed between the contractor and SAU for maintenance works.

3.4 INTEGRITY PACT

To,

M/s XXX

(Name and Address of Contractor)

Sub: NIT No. 29/NIT/SAU/2020 for the work of “Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068”.

Dear Sir,

It is here by declared that South Asian University is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SAU.

Yours faithfully

The Registrar,

South Asian University

Akbar Bhawan, Chanakyapuri,

New Delhi – 110021

3.5 INTEGRITY PACT

To,
The Registrar,
South Asian University
Akbar Bhawan, Chanakyapuri,
New Delhi – 110021

Sub: NIT No. 29/NIT/SAU/2020, Submission of Tender for the work “Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068.”.

Dear Sir,

I/We acknowledge that South Asian University is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by South Asian University. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, South Asian University shall have unqualified, absolute and unfettered right to disqualify us and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

3.6 INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

President, South Asian University represented through Registrar, South Asian University, Akbar Bhawan, Chanakyapuri, New Delhi – 110021, SAU, (Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s XXX, (name and address of contractor) , through (Hereinafter referred to as the (Details of duly authorized signatory) **“Bidder”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. 29/NIT/SAU/2020) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **“Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068.”**. hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in Connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide

to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one

manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire

amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statements on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, SAU.

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :

3.7 SAU CONTRACT AGREEMENT (Format)

This agreement made this day of **XX Month XX , Year XXXX**, between the **South Asian University**, established through the South Asian University Act 2008 (No. 8 of 2009 dated 11th January 2009) by the Republic of India, having its office at Akbar Bhawan, Chanakyapuri, New Delhi 110021 (hereinafter referred to as the “**the Employer**” which expression shall include its administrators, successors, executors and assignees) of the one part, and **XXXXX** (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assignees) of the other part.

WHEREAS, SOUTH ASIAN UNIVERSITY, is desirous of “**Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at MaidanGarhi, New Delhi 110068.**”(hereinafter referred to as the “**PROJECT or the WORK**”) and has accepted a tender submitted by the contractor for the execution and completion of such work/ Project and the remedying of defects there in as per condition of contract.

This agreement is signed between **(NAME), Registrar, SAU** (for and on behalf of the employer) and **XXXX** (Authorized Signatory of Contractor) for and on behalf of the contractor.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068”.as per the terms and conditions of the agreement / contract.

In this agreement, words and expression shall have the same meaning as the respectively assigned to them in the condition of contract herein after referred to.

ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- A. Agreement Form
- B. Letter of Acceptance
- C. Letter of Commencement of Works duly accepted by the contractor.
- D. Integrity Pact
- E. Integrity Agreement
- F. Tender Document Published on www.tenderwizard.com/SAU, www.sau.int, & www.eprocurement.gov.in .consisting of:
 - i. **PART A : TECHNICAL / ELIGIBILITY BID**
 - ii. **PART- B : SPECIAL, ADDITIONAL CONDITIONS AND PARTICULAR SPECIFICATIONS**
 - iii. **PART-C - SCHEDULE OF QUANTITIES**
 - iv. CPWD GCC 2020 (For construction works and Maintenance works) with up to date correction slip issued up to last date of submission of tender by the bidder. shall be deemed to be part of agreement. (Term SE, CE, ADG, wherever mentioned in the GCC may be read as “appropriate authority in South Asian University, New Delhi”)
 - v. Tender Drawings uploaded on website shall be deemed to be part of agreement.
 - vi. Any Corrigendum/amendment issued by SAU
 - vii. Minutes of Pre-bid Meeting
 - viii. Financial Bid Downloaded from www.tenderwizard.com/SAU
 - ix. Documents uploaded by the contractor and other correspondence with SAU.
 - x. Contractors Acceptance/ Performance Bank Guarantee
 - xi. Power of Attorney document submitted by contractor

ARTICLE 3.0 – CONDITIONS & COVENANTS

3.1 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents and drawings but which are reasonably implied for satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of acceptance and Letter of Commencement.

3.2 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.3 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.

3.4 The rates and prices quoted include all equipment, labour, supervision, materials, erection, maintenance, Insurance, profit etc. together with all the general risks, liabilities and obligations set out or implied in the contract.

3.5 The contractor shall adhere to all Labour Laws of Government and as per Contract Documents.

3.6 The total contract price for the entire scope of this contract as detailed in Letter of Acceptance is **Rs.XXX (Rupees XXXX)** only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – Settlement of Disputes and Arbitration

4.1 Settlement of dispute and Arbitration shall be governed as per clause 25 of General Conditions of Contract, which are part of this contract

5.0 Obligation of the Contractor:

5.1 The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6.0 Notice of Default

6.1 Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this deed (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year mentioned in first para above at New Delhi.

Binding Signature of the Contractor
(XXX) (XXX)

Binding signature of the Owner

Registrar

For and on behalf of:
M/s XXX (Contractor)

For and on behalf of:
M/s SOUTH ASIAN UNIVERSITY

WITNESS:

WITNESS:

- 1.
- 2.

4.0 PARTICULARS OF WORK**4.1. BRIEF PARTICULARS OF THE WORK**

Salient details of the work for which bids are invited are as under

<u>Name of Work</u>	Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068”.
Estimated Cost	Rs. 2,77,05,615/-
Period of Completion	4 months for transplantation & compensatory plantation work.
Maintenance	07(Seven) years for maintenance work (Schedule-C) of compensatory plantation and 2 year for transplanted trees to be reckoned from the date of completion of work(SOQ-A & SOQ B).

- 1) The site for the work is at South Asian University Campus is located in MAIDAN GARHI Village, New Delhi 110068 near village-Rajpur Khurd and can be accessed from the Chattarpur-FatehpurBeri Road.
- 2) Some of the buildings of the South Asian University Campus have already been constructed and are likely to be occupied very shortly, other buildings are under construction. This work is to be executed around completed and yet to be completed buildings, under Package-II and Package III respectively.

Brief scope(as per SOQ) includes:

(The brief scope of work given below is for guidance purpose only and does not absolve the contractor from his responsibilities and duties or scope of work as per this content, even if not indicated here)

- a) Preparatory activities i.e Preparation of clear levelled ground including layout/ marking of exact planting location as per plan, identifying movement areas, approach, survey, ground levelling, jungle cleaning, surface dressing, disposal of malba etc.
- b) Supply of the new Plants/trees as per Schedule of Quantities (SOQ)
- c) Excavation of pits for compensatory plantation as per specifications.
- d) The transplantation of the trees as per list attached and compensatory plantation of new trees (as per the details given in Schedule of Quantity) and following special conditions mentioned in PART – B of the tender document and fulfillment

Part A

- the conditions of the Tree felling approval obtained from the Department of Forest & wildlife, Govt. of NCT of Delhi.
- e) Leveling and dressing the excavated area after extraction of the trees
 - f) Plantation at the specified location /as per specifications / directions of PA/PMC/SAU.
 - g) Providing all horticultural operations for transplantation of 193 trees of various species and compensatory plantation of 3720 samplings of native species as specified.
 - h) Supply and mixing of manure and sand as specified in the specification and filling the same as specified .
 - i) Supplying suitable quantity of sand and manure for filling the pits, compacting etc.
 - j) Use of available mother earth and sweet earth for backfilling.
 - k) Upkeep, protection and Maintenance of compensatory trees so planted up to seven years.
 - l) Upkeep, protection and Maintenance of transplanted trees for two years
 - m) Maintenance of Trees during execution of work (Schedule A & Schedule B) by the contractor for which nothing extra will be paid.
 - n) Any contingent/appurtenant work required for completion of the said item/work
 - o) Compliance of all conditions of Tree felling NOC received by SAU for this work.
 - p) Submission of reports to forest department from time to time.
 - q) The contractor shall ensure necessary consultation with forest department and shall also facilitate statutory inspection/clearances of forest deptt officials/authorities.
 - r) GI chain linked (PVC coated) fabric fencing in the outer periphery of areas where plantation will be carried out.
- 3) Works shall be executed according to CPWD Specification 2018 for Horticulture and landscaping works, CPWD General Conditions of Contract (GCC 2020 construction works), CPWD GCC 2020 maintenance works, CPWD maintenance manual 2019(all available free of cost at www.cpwd.gov.in). The bidder may also obtain the address of the outlets from the CPWD website or by Engineer-in-Charge.
 - 4) The Tree Planting scheme plan, transplantation and landscape plan architectural drawings are part of tender document uploaded in the specified websites and are also available for inspection in the office of the Executive Engineer, South Asian University, Akbar Bhawan New Delhi-21 on any working day between 10 AM to 5PM.

4.2. ADDITIONAL GUIDELINES FOR BIDDERS (Information and instructions to the bidder)

1.0	<u>GENERAL:</u>
1.1	Letter of Transmittal and forms for deciding eligibility/technical competence should be uploaded along with all other tender documents.
1.2	All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant columns. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily rejected. Bids made in forms other than specified, including those received late will not be entertained.
1.3	References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent
1.4	The applicant/bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after uploading of eligibility criteria document unless it is called for by SAU.
1.5	The applicant/bidders must submit information of on-going litigations and litigations in which he is involved in the past seven years. In the event that the applicant has no litigations either in process or in the past seven years, an affidavit to this effect, duly notarized must be submitted in original.
1.6	The credentials submitted in respect of qualification/eligibility for tender by the bidder may be verified if necessary, before opening of the financial bid. The bidder will make necessary arrangement for local transport, arranging meeting with client, Department etc. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him disqualified and liable for forfeiture of Earnest Money Deposit/ Performance Guarantee and he shall be debarred from tendering/taking up of works in SAU.
	The bidder should not have been black listed by any State/Central Government

1.7	Department or PSU or Autonomous bodies. The bidder must submit a duly notarized affidavit to this effect. Applications received without this declaration shall stand automatically rejected.
1.8	The applicant's must submit an undertaking that up to date tax returns have been filed along with copies of such returns submitted to the concerned IT department/ Commercial Tax department
1.9	Minimum requirement of Technical Staff for this work is given in Clause 32 of Schedule F.
2.0	DEFINITIONS:
2.1	In this document the following words and expressions have the meaning hereby assigned to them:
2.2	EMPLOYER: Means the South Asian University (SAU) , acting through the PA/PMC/ Authorized representative of ,SAU , New Delhi or successor thereof.
2.3	BIDDER: Means the individual, proprietary firms, firms in partnership, limited company (private or public) or corporation. Joint ventures, consortium and Special Purpose Vehicles are not accepted as bidders.
2.4	"Year" means "Financial Year" unless stated otherwise.
2.5	"SAU" means South Asian University, New Delhi
2.6	"Engineer - in - charge" means Project Manager of PMC or any authorized representative of SAU or his successor thereof.
2.7	"PA" means Principal Architect appointed by SAU for the above work.
2.8	"Consultant" means the Landscape Consultant of PA/SAU
2.9	PMC" means Project Management Consultant if any appointed by SAU for the above work
.10	The words "Tenderer" and "bidder" holds the same meaning so is the word "Tender" and "bid" . The term, contract/agreement, contract agreement wherever used (interchangeably) in this tender documents means the same..
3.	METHOD OF APPLICATION:
3.1	If the bidder is an individual, the application shall be signed by him above his full type written name and current address.

3.2	If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
3.3	If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current address, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
3.4	If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
4.0	FINAL DECISION MAKING AUTHORITY
	The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason thereof or incurring any liability to the bidders.
5.	PARTICULARS OF THE WORKARE PROVISIONAL
	The particulars of the work given in Section 4.1 (Brief Particulars of work) are provisional. They are liable to change and must be considered only as advance information to assist the bidders.
6	Site Visit; Please refer point no 4(i) of CPWD-6.
7	INITIAL ELIGIBILITY CRITERIA (TECHNICAL / ELIGIBILITY BID); The Eligibility Criteria has been defined as per Para 1.5 of Section 3.3 (NIT Form CPWD -6)
7.1	The bidder should own necessary equipment required to undertake the work as per list, required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire.
7.2	The bidder should have sufficient number of Technical and Administrative employees for proper execution of the contract. The bidder should submit a list

	of these employees stating clearly how these would be involved in this work		
8	EVALUATION CRITERIA FOR ELIGIBILITY (Technical Bid)		
8.1	The Eligibility details submitted by the bidders will be evaluated in the following manner:		
8.1.1	The initial criteria for eligibility has been defined under para 1.5 of section 3.3, CPWD-6 (Notice Inviting e-Tender). Based on the documents submitted by the agencies, Eligibility Criteria in respect of experience of similar class of works completed, loss, solvency and financial turn over, etc. will be first scrutinized and the bidder's eligibility and capability to execute the work be determined		
8.2	EVALUATION CRITERIA: Scoring / Evaluation of performance of the bidder shall be done as given in the Performa below:		
	CRITERIA FOR EVALUATION OF PERFORMANCE OF BIDDER FOR PRE ELIGIBILITY		
	Evaluation Criteria	Total Marks	Minimum Qualifying Marks (Cut-off)
A.	Bidder's Experience in transplanting the trees up to the girth of =<200mm/ 8" Minimum trees 15nos	5	60% marks for minimum eligibility criteria, 100% marks for twice the minimum eligibility criteria. In between on prorata basis.
B.	Bidder's Experience in transplanting the trees up to the girth 201 to =<300mm/ 8"-12" Minimum trees 15nos	10	
C.	Bidder's Experience in transplanting the trees of girth 301 to =<500mm/12"-20" Minimum trees 30nos	10	
D.	Bidder's Experience in transplanting the trees of girth 501 to =<900mm/20"-36"	10	

	Minimum trees 10 nos		
E.	Bidder's Experience in transplanting the trees of girth more than 900mm/20"-36" Minimum trees 5nos	10	
F.	Bidder's Experience in plantation of the trees greater than 6 feet height Minimum trees 1500 nos	30	60% marks for minimum eligibility criteria, 100% marks for twice the minimum eligibility criteria. In between on prorate.
G.	Maintenance of trees(7 years) Minimum trees 1500 nos	30	60% marks for minimum eligibility criteria, 100% marks for twice the minimum eligibility criteria. In between on prorate
	The above individual numbers of trees in sr. no A to G may be counted in single contract/agreement only. However for different category different agreements can be referred.		
	Total should be (Overall) for qualifying >= (60%)		
	The performance in the works shown as eligible works in Form-C and Form-D should be "Very Good" at least.		
8.3	The SAU, however, reserves the right to restrict the list of bidders qualifying in technical bid evaluation to any number, as deemed suitable by it. The department reserve the right to reject any prospective applicants without assigning any reason and to restrict the list of qualified contractors to any numbers deemed suitable by it, if many bids are received satisfying the laid down conditions		
8.4	Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:		
	Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria documents.		

	Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
8.5	The bidder will provide copy of work order + Completion Certificates from the Client; OR Work Order + Self Certificate of Completion along with details of trees, species, location and Dates of translocation. (SAU has the discretion of physical verification/ inspection of such sites/ work)
9.0	FINANCIAL INFORMATION
9.1	Bidder should furnish the following financial information:
a)	Annual financial statement for the last five years in (Form “A”). This should be supported by audited balance sheets and profit and loss accounts duly certified by a chartered accountant, as submitted by the applicant to the income tax department.
b)	Solvency certificate in (Form “B”). Name and address of the bankers, identification of individuals familiar with the applicant’s financial standing and a banker’s statement on availability of credit.
10.0	EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS , Bidder should furnish the following:
a)	List of all works of similar nature successfully completed during the last seven years (in form “C”) for determining the eligibility criteria. Work order/ award letter copies to be submitted as proofs.
b)	List of the projects under execution or awarded (in Form “D”). The tenderer should list all work in this category but not more than Ten.
c)	Particulars of completed works and performance of the applicant duly authenticated/ certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each eligible work completed (in Form “E”).
d)	Performance Report for Transplantation and Plantation Works of the applicant duly authenticated/ certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each eligible work completed (in Form “E1”).

11	ORGANISATION INFORMATION
	Bidder is required to submit the information in respect of his organization (in forms 'F' & 'G').
12	HORTICULTURAL PLANT & EQUIPMENT
	Bidders should furnish the list of horticultural plant and equipment to be used in carrying out the work (in Form "H"). Details of any other plant & equipment required for the work not included in form "H" and available with the bidder may also be indicated.
13	LETTER OF TRANSMITTAL
	The bidder should submit the letter of transmittal attached with the Tender/Bid document.
14	OPENING OF THE FINANCIAL BID
	After evaluation of eligibility documents (technical bid), a list of short listed agencies qualified in eligibility criteria will be prepared. Thereafter, the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives
15	AWARD CRITERIA
15.1	The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:
i	Amend the scope and value of contract .
ii	Reject any or all of the applications without assigning any reason.
16	ESSENTIAL SUBMISSIONS AND INFORMATION
16.1	The bidder shall provide copies of work orders as well as completion certificates from the past Employer as documentary proof for having executed similar works. However, decisions with regard to eligibility of the applicant/successful bidder will be taken by the University only after necessary documents provided by the applicant have been examined.

4.3 SECTION-III INFORMATION REGARDING ELIGIBILITY CRITERION

4.3.1. Letter of Transmittal

From:

.....
.....

To,

**The Registrar,
South Asian University Akbar Bhawan, Chanakyapuri,
New Delhi – 110021**

Sub: Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan arhi, New Delhi 110068”.

Sir,

Having examined the details given in **Press Notice and Detailed Bid** document available on designated websites for the above work, I /we hereby submit the relevant information.

- I/We hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statements are true and correct.
- I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- I/We submit the requisite certified solvency certificate and authorize **SAU, New Delhi** to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize **SAU, New Delhi** to approach individuals, employers, firms and corporation etc to verify our competence and general reputation.

- I/We submit the certificates as per the form “E” in support of our suitability, technical knowledge and capability for having successfully completed the following works:-

N.	Name of work	Amount	Certificate issued by

- Technical / Eligibility bid documents are submitted online and **Earnest Money amounting to Rs. [REDACTED]**, in the prescribed form is deposited herewith under sealed envelope.
- Financial bid is submitted online.

Enclosures: -

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)

4.3.2. FINANCIAL INFORMATION

Name of the firm / contractor: _____

- i) Financial Analysis-Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last five years duly certified and audited by the Chartered Accountants, as submitted by the applicant to the Income Tax SAU (Copies to be attached).

S. No.	Particulars	Financial Years (Figures in Lakhs Rs)				
		2015-16	2016-17	2017-18	2018-19	2019-20
(i)	Gross Annual Turnover					
(ii)	Turnover on Horticulture Works					
(iii)	Profit / Loss					

- i. Financial arrangements for carrying out the proposed work.
- ii. The Firm /Bidder should have not posted loss in more than two financial years during the last Five Years
- iii. Solvency Certificate from Bankers of bidder in the prescribed Form "B".

SIGNATURE OF BIDDER(S)**Signature of Chartered Accountant with Seal**

4.3.3. Form of Bankers' Solvency Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information that M/s./ Shri.....having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE:

1. Bankers certificate should be on letter head of the Bank, sealed in cover addressed to the **Registrar, SAU, New Delhi- 110021, the** tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
3. The certificate should not be more than 6 months old.

4.3.4. DETAILS OF WORKS OF SIMILAR NATURE COMPLETED DURING THE LASTSEVEN YEARS

Name of the firm / Bidder.....

SIN.	Name of work /project and location	Owner or sponsoring organization	Cost of work in Rs, Crores	No. of Trees Transplanted/ <small>planted</small>	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	cases pending / in progress with details*	Litigation arbitration	(Postal & E- mail) / telephone number of officer to whom reference may be made	Whether the work was done on back to back basis	Remark
1	2	3	4	4A	5	6	7	8	9	10	11	12

* Indicate the gross amount claimed and amount awarded by the arbitrator.

SIGNATURE OF BIDDER(S) WITH STAMP

FORM 'D'

4.3.5 Projects under Execution or Awarded (The bidder may furnish the details of not more than ten works)

Name of the firm / Bidder.....

Sl. N.	Name of work/project and location	Owner or sponsoring organization	Cost of work in Rs, Crores	No. of Trees Transplanted/planted	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress	Slow progress if, and reason there off	(Postal & E- mail) / telephone number of officer to whom reference may be made	Whether the work was done on back to back basis	Remark
1	2	3	4	4A	5	6	7	8	9	9A	10
1											
to											
10											

SIGNATURE OF BIDDER(S) WITH STAMP

FORM 'E'**4.3.6. Performance Report of Works to be Considered for Eligibility**

Name of the Firm/Contractor: _____

1.	Name of work / Project & Location		
2.	Agreement No.		
3.	Estimated Cost		
4.	Tendered Cost		
5.	Date of Start		
6.	Date of completion		
	i)	Stipulated Date of Completion (as mentioned in work order)	
	ii)	Actual Date of Completion	
7.	i)	Status of Compensation (Not Levied / Levied / Not Decided)	
	ii)	Amount of compensation levied for delayed completion, if any	
8.	Amount of reduced rate items, if any.		
9.	Whether any litigation / arbitration case pending / in progress in respect of this work.		
10.	Performance Report		
	1)	Quality of Work	Very Good / Good / Fair / Poor
	2)	Financial Soundness	Very Good / Good / Fair / Poor
	3)	Technical Proficiency	Very Good / Good / Fair / Poor
	4)	Resource fullness	Very Good / Good / Fair / Poor
	5)	General Behavior	Very Good / Good / Fair / Poor
11	Remarks(if any):		
Dated:		Engineer-in-Charge Equivalent to EE with stamp	

Form E1

4.3.6A Performance Report for Transplantation and Plantation Works:

	Name of work / Project & Location		
	Agreement No.		
	Estimated Cost		
	Tendered Cost		
5.	No. of Trees Transplanted	Girth of trees Up to 200 mm/8" inches	
		Girth of trees 201-300 mm/8" to 12"	
		Girth of trees 301-500 mm/12"-20"	
		Girth of trees 501-900 mm/20"-36"	
		Girth of Trees Greater than 901mm/>36"	
6.	No of trees planted of height more than 6 feet		
7.	Date of Start		
8.	Date of completion		
	i) Stipulated Date of Completion (as mentioned in work order)		
	ii) Actual Date of Completion		
9.	Report of Survival of Trees (up to 1 year)		
	Survival Rate		
	Less than 40%	Poor	
	Above 40%- 60%	Good	
	60-75%	Very Good	
	Above 75%	Outstanding	
Dated:			Executive Engineer Or Equivalent with stamp

Note: SAU reserves its right to accept the performance report given by the owner of this work or get it assessed with their own means including visiting the site of transplantation/plantation.

FORM 'F'**4.3.7 STRUCTURE & ORGANISATION OF THE FIRM/BIDDER**

1.	Name & Address of the bidder	
2	Telephone No. / Email ID / Telex No. / Fax No.	
3	Legal status of the bidder (attached copies of original document defining the legal status).	
(i)	An Individual	
(ii)	A Proprietary Firm	
(iii)	A Firm in Partnership	
(iv)	A Limited company or Corporation	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	ORGANIZATION / PLACE OF REGISTRATION	
	1	
	2	
	3	
5	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of Individuals authorized to act for the organization.	

7.	Was the bidder ever required to suspend Horticulture work for a period of more than six months continuously after commencing the Work? If so, given the name of the project and reasons of suspension of work	
8	Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
9.	Has the bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details	
10.	Have the bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11.	In which field of the bidder has specialization and interest?	
12.	Any other information considered necessary but not included above.	

Signature of bidder(s) with stamp

4.3.8 Details of Technical & Administrative Personnel to be deployed on the Work:

Name of the Firm/Contractor: _____

Sl no.	Designation	Total Number	Number for this work	Name	Qualifications	Professional/ Construction experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9
Signature of bidder (With Stamp)								

FORM 'H'

4.3.9 Plant and Equipment Required at Site, To Be Owned / Taken On Lease By The Contractor

SI No.	Equipment	Minimum Numbers available
	clause 18 of Schedule F	

.....

Signed by an Authorized Signatory of the firm

With stamp

5.0 PERCENTAGE RATE TENDER & CONTRACT FOR WORKS (CPWD-7)

Tender for the work of Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068”.

- a. To be submitted/uploaded up to **15:00 Hrs. on 28.10.2020** on website: www.tenderwizard.com/SAU
- b. To be opened in the presence of bidders who may be present at **15:30 Hrs. on 28.10.2020** in the office of the **Registrar, South Asian University, Akbar Bhawan, New Delhi.**

(* to be filled by University)

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, & C Specification applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract (CPWD GCC 2020) with up to date amendments up to last date of submission of bid, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract/NIT and all other contents in the tender document for the work

“Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068”.

I/We hereby tender for the execution of the work specified for the SAU within the time specified in Schedule ‘F’, schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions referred to in Rule-1 of General Rules and Directions and in **Clause 11 of the General Conditions of contract of 2020 with amendments up to last date of submission of bid.** with such materials as are provided for, by, and in respect of and in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Sixty (75)**days from the date of opening of **Technical Bid** and not to make any modification in its terms and conditions.

A sum of Rs _____ (Rupees _____) (in words) is hereby forwarded in cash/receipt / treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank /demand draft of a scheduled bank or bank guarantee issued by a scheduled bank as earnest money.

EMD is having validity for 6 months or more from the last date of receipt of tenders.

A copy of receipt of deposition of earnest money **Rs.**_____in receipt Treasury Challan/ Deposit at call Receipt of scheduled bank/ Fixed deposit Receipt of scheduled bank /Demand draft or pay order or Banker's cheque of scheduled bank/bank guarantee issued by a scheduled bank along with original instrument of EMD is scanned and uploaded (strike out as the case may be). If I/We, fail furnish to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President SAU or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President SAU or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in **clause 12** of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of SAU, then I/We shall be debarred for tendering in SAU in future. Also, if such a violation comes to the notice of SAU before date of start of work, the SAU shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the SAU/State.

Dated:.....**

Signature of Contractor**

Witness:**

Address:**

Postal Address **

Occupation:**

5.1 ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the SAU for a sum of Rs.....*
(Rupee.....*
.....
.....).

The letters referred to below shall form part of this contract agreement: -

- a) *
- b) *
- c) *

For & on behalf of SAU

Signature_____

Designation Registrar, South Asian University

Dated: _____

PROFORMA OF SCHEDULES

SCHEDULE 'A'	
Schedule of Quantities or SOQ : The term schedule of quantities (SOQ) or BOQ means the same wherever mentioned in this NIT.	From Page No. 110 to Page No.122
SCHEDULE 'B'	
Schedule of materials to be issued to the contractor by SAU.	NIL
SCHEDULE 'C'	
Tools and Plants to be hired to the contractor by SAU:	NIL
<u>SCHEDULE 'D'</u>	
Extra schedule for specific requirements / documents for the work, if any	Nil
<u>SCHEDULE 'E'</u>	
Reference to General Condition of contract (GCC):	<p>For Transplantation and compensatory plantation works : CPWD General Conditions of Contract 2020 for Construction works as amended as per applicability to SAU requirements and amended/modified up to the last date of submission of the tender/bid.</p> <p>For Maintenance works: CPWD General Conditions of Contract 2020 for maintenance works, and CPWD maintenance manual 2019 as amended as per applicability to SAU requirements and amended/modified up to the last date of submission of the tender/bid. The Standard CPWD GCC and maintenance manual are amended from time to time through issue of OMs under series DG/CON which are available on CPWD official website at http://www.cpwd.gov.in/Documents/ Official Circulars/ DG CON. The said Circulars issued upto last date of submission of tender shall also be deemed to be part of tender document.</p>

Name Of Work	Transplantation and Compensatory plantation of Trees including maintenance up to Seven years at the South Asian University(SAU) Campus at Maidan Garhi, New Delhi 110068	
Estimated cost of work	: Rs. 2,77,05,615/-	
(i) Earnest Money	: Rs. 5,55,000/- (To be refunded after receiving of Performance Guarantee.)	
(ii) Performance Guarantee	: 5% of accepted tendered value (After recording of completion certificate for the Transplantation and compensatory plantation works (Schedule-A and schedule-B) by the competent authority,50%of the performance guarantee shall be returned to the contractor, without any interest. Balance 50% of Performance guarantee shall be retained as security deposit for the maintenance work, which shall be returned year wise proportionately without any interest	
(iii) Security Deposit	: 2.5% of accepted tendered value of work to be deducted from each running bill and final bill	
General Rules & Directions: -		
Officer inviting tender:	: Registrar, South Asian University	
Definitions:		
(i)	Engineer-in-Charge	Project Manager of PMC
(ii)	Accepting Authority	President SAU through Building Works Committee (BWC), SAU
(iii)	Percentage on cost of materials and Labour to cover all over heads and profits	15%

(iv)	Standard Schedule of Rates	CPWD DSR 2018 (Horticulture and Landscaping works) with amendments upto date of submission of tender and market rates as applicable.
(v)	Department	South Asian University (SAU)
(vi)	Standard CPWD Contract Form GCC2020, CPWD form 7/8 as modified and corrected up to:	CPWD Form 7 (GCC2020) as modified & Corrected up-to last date of submission of bid.
Clause 1		
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance		:15 (Fifteen) days
ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period provided in (i) above.		:7 (Seven) days
iii) Time allowed for submission of programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.		: 30 (Thirty) days
Clause 2		
Authority for fixing compensation under clause 2.		: President, South Asian University or successor thereof.
Clause 2A		
Whether Clause 2A shall be applicable (Early Completion)		: Not Applicable
Clause 5		

a) Number of days from the date of issue of letter of acceptance for reckoning date of start.	:10 (Ten) days or date of handing over of site whichever is later .
Time allowed for completion of Transplantation, compensatory plantation work and maintenance work	4 Months for transplantation & compensatory plantation work (Schedule- A & B). 7 Years for maintenance of compensatory plantation and 2 years for maintenance (Schedule –C). <u>(note- the maintenance periods will be reckoned from the 120th day of start of work or from completion of work, whichever is later)</u>

Table of Milestone(s)

S. No	Description of Milestone (Physical)	Time allowed in days (From date of start)	% Amount of tendered cost to be with-held in case of non-achievement
	A) For Transplantation/ Compensatory Plantation		
1	Submission of inception report, methodology and obtaining approval of Delhi Forest Department, Delhi Govt. and other approvals required for transplantation of trees.	30 days	1%
2	Transplantation of 50% trees and compensatory plantation of 50% trees.	3 Months	2%
3	Transplantation and compensatory plantation of 100% trees. Submission and approval of detailed programme on maintenance works.	4 Months	1%
	B) For Maintenance works		

4	Satisfactory start of maintenance works including deployment of manpower in place as per contract	4 Months	1%
<p>The contractor will ensure that all components of the work are executed in time. In case milestones are not achieved by the contractor for the work, the amount shown against milestones shall remain withheld by the Engineer-in-charge as per condition of the contract.</p> <p>Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the Bidder for the work, the amount shown against milestone shall remain withheld.</p> <p>Intending bidder may submit phasing of activities/milestones based on their resources and methodology at the time of bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the above mentioned physical milestones.</p>			
Authority to Decide:			
(i) Extension of time		: President, SAU	
(ii) Rescheduling of mile stones		: President, SAU	
(iii) Shifting of date of start in case of delay in handing over of site		: President, SAU	
Clause 5.2			
Nature of Hindrance Register (either Physical or Electronic)		: Physical	
Clause 6, 6A			
Clause applicable - (6 or 6A)		: 6A (Computerized Measurement Book)	

Clause 7 Gross work to be done together with net payment/adjustment of advances for material collected if any, since the, last such payment for being eligible to interim payment.		: Rs.50 Lakhs
Clause 7A (EPFO, ESIC and BOCW)		: Yes, Applicable
		No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board whatever applicable are submitted by the contractor to the Engineer In Charge.
Clause 10A		
List of testing equipment to be provided by the contractor at site lab.		: As per table below
Sl. No.	Equipment	Quantity(No's)
1	At site PH value determination Kit	2
2	Sieve analysis Set	1
3	Electronic balance 600gx0.1g., 10kg	1
4	GI tray 600x450x50mm, 450x300x40mm, 300x250x40mm	1 each
5	Screw gauge 0.1mm-10mm, least count 0.05	1
6	Motorized sieve shaker	1
Note :And any other equipment for quality assurance as desired by the engineer in charge		

Clause 10B	
Whether Clause 10 B (ii) and (iii) is applicable; Mobilization advance and advance for T&P	: Not Applicable
Clause 10C	Applicable only for maintenance work
Component of labour expressed as percent of value of work	75%(for maintenance work)
Clause 10CA	Not applicable
Clause 10CC; (Payment due to increase/decrease in the prices other than material under 10 CA):	Not Applicable
Clause 11	
Specification & Mode of Measurement to be followed for execution of work	Latest CPWD Specifications for Horticulture and landscaping 2018 Specifications mean amended/modified up to last date of submission of tender/bid. CPWD maintenance manual 2019
Clause 12 (Extra/ deviation)	
Type of Work	: Transplantation and compensatory plantation with maintenance up to Seven years
Maximum percentage for quantity of items of work to be executed/Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for transplantation and plantation work determined in accordance with Clauses 12.2, 12.3	Quoted rates shall be applicable for all deviations.
Clause 16	

Competent Authority for deciding reduced rates	President SAU, New Delhi-110021 or successor thereof.	
Clause 17		
Defects Liability Period	12 Months after completion of transplantation and compensatory plantation work	
Clause 18		
List of mandatory minimum machinery, tools & plants to be deployed by the contractor at site:-		
S. no	Machinery	Nos
1	Excavator cum loader (L & TPoclain- PC- 200 or equivalent) with rock breaker arrangement etc required for removal of trees	1
2	Tree hoist	2
3	Excavator cum loader (JCB 3 D Model or equivalent)	2
4	Hydraulic Drilling Machine	1
5	Total Stations	1
6	Dumpers	2
7	Water Tanker	2
8	Diesel generator Set as per site requirement	1
9	Auto level &staff.	1
<p>Note: The above list is only indicative and not exhaustive. The contractor is required to deploy necessary equipment for achieving the progress as per Milestone Schedule given in Schedule F, Clause 5 and the completion of Entire Work within the stipulated time. These resources are minimum required. All plants and equipment need not to be mobilized simultaneously, plants and equipment as required and as per the progress of work shall be brought at site timely.</p> <p>Any other machinery / equipment / tools and Plants as required as per the agreement / specification laid down in the agreement to be provided by the contractor at no extra cost and as per the actual requirement at site.</p>		

Clause 19: Penalty for each default in following cases	
Clause 19: Penalty for each default in following	following cases
Clause 19C	Rs 500/- for each default
Clause 19D	Rs 500/- for each default
Clause 19G	Rs 500/- for each default
Clause 19H	Rs 500/- for each default
Clause 25	
Constitution of Dispute Redressal Committee (DRC)	South Asian University (SAU)
Chairman	OSD/Chief Liaison Officer, SAU or equivalent officer in SAU.
Member	Director Finance, SAU
Member	MEA technical representative
Member	External Technical Expert (BWC member)
Presenting Officer	PA and Engineer in charge from PMC or Executive Engineer/Superintending Engineer SAU.
Note:	
<p>i. The above constitution of Dispute Redressal Committee is subject to change, for which necessary notification shall be issued by the competent authority of the SAU (i.e. the President SAU) as may be required.</p> <p>ii. The chairman of committee or President, SAU may substitute any member in case of their non-availability.</p> <p>iii. In addition to above, one or more BWC member may be co-opted /nominated by the chairman of the committee or by the President, SAU, whenever such a need arises.</p>	
Clause 32 : Minimum Requirement of technical representative (s) and recovery rate(s):	

Sr. No	Designation, deployment Qualification Discipline	%age Minimum &	Minimum Experience in similar works	Minimum No's to be deployed	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32
1.	Project Manager (Representative), 100% deployment during transplantation and plantation Graduate Engineer in Agriculture or Horticulture Or Forestry		8 Years	1 No	Rs. 50,000/- per month (Rs, Fifty Thousand Per month)
2.	Technical Representative 100% deployment during transplantation and plantation and one visit per week during maintenance. Diploma in Agriculture or Hort.		5 Years	1 No	Rs. 40,000/- per month (Rs, Forty Thousand Per month)
<p>1. Assistant Engineers / Assistant Director (Hort.) retired from Government services who are holding Diploma will be treated at par with Graduate Engineers.</p> <p>2. Other Diploma holder with minimum 10-year relevant experience with a reputed company/firm/construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.</p> <p>3. The contractor shall submit a proof of employment or affidavit/undertaking of the technical representative(s) and shall produce evidence at any time if so required by the Engineer-in-charge.</p> <p>4. The deployment schedule of technical staff will be in accordance to sequence of work.</p>					
Clause 38: Variation in theoretical quantities; Not applicable					

6.0 PART - B

SPECIAL CONDITIONS, PARTICULAR SPECIFICATIONS &
ADDITIONAL CONDITIONS,

Note: CPWD GCC, CONSTRUCTION WORKS 2020 and CPWD GCC MAINTENANCE WORKS 2020 suitably amended by SAU will not be issued along with the tender document but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.

6.1 SPECIAL CONDITIONS

- 6.1.1** The SAU may appoint/depute/assign a Project Management Consultant (PMC) for supervision of execution of the work. The PMC Project in-charge shall be the Engineer in charge and the contractor shall take necessary instructions from him. The Project Architect (PA) shall also oversee the work to ensure compliance with his original scheme and conditions of the forest department.
- 6.1.2** The Contractor shall carry out survey of the work area, at his own cost, setting out the layout and fixing of alignment of the layout as per architectural drawings in consultation with the Engineer-in-Charge and proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment (as per condition laid down by Forest Department). Nothing extra shall be payable on this account. No claims, whatsoever, shall be entertained at a later date for any errors found, on plea that the information provided by the SAU in the tender is insufficient or is at variance with the actual site conditions.
- 6.1.3** The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the Executive Engineer , SAU, Akbar Bhawan, Chanakyapuri, New Delhi-110021. The SAU shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished for general information and guidance only. The Engineer-in-Charge, in no case, shall be responsible for the accuracy thereof and/or interpretations or conclusions drawn there from, by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents. It is presumed/understood that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.
- 6.1.4** The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred there from may

be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respects. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings (GFC). Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account.

- 6.1.5** The contractor(s) shall give to the local body, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights during the work either for illumination or for cautioning the peoples at night.
- 6.1.6** The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staffs, the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
- 6.1.7** The several documents forming the tender are to be taken as mutually complimentary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale dimensions.
- 6.1.8** In case of any difference or discrepancy between the description of items as given in the schedule of quantities, specifications for individual items of work (including special conditions, particular specification) and I.S. Codes etc., the following order of preference shall be observed.
- a) Description of items as given in Schedule of Quantities (SOQ)
 - b) Particular Specifications / Technical Specifications
 - c) Special Conditions
 - d) Additional conditions if any.
 - e) Tender drawings attached
 - f) CPWD Specifications
 - g) General Conditions of Contract for CPWD works.
 - h) Indian Standards Specifications of B.I.S.
 - i) General / Prevalent Industry Practice/ direction of Engineer In Charge.
- 6.1.9** The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and

commissioning of the entire works. The works to be undertaken by the contractor shall inter-alia include the following:

- a) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable and required.
- b) Obtaining of Statutory permissions and submission of compliance reports to concerned authority/ deptt, where-ever applicable and required.
- c) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
- d) All shop drawings submitted by the Contractor as per approved schedule shall be got approved by Engineer In Charge or his authorized representative before start of work.

6.1.10 The work shall be carried out in accordance with the Transplantation and compensatory scheme approved by Forest department and other drawings/details to be issued from time to time by the PMC/PA/SAU. Before commencement of any item of work the contractor shall correlate all the relevant Landscape and service drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available from there is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of the PMC/SAU before execution of the work. The contractor shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim whatsoever shall be entertained by the SAU on this account.

6.1.11 Unless otherwise provided in the Schedule of quantities vide Part-C, the rates tendered by the contractor shall be all inclusive and shall apply to and nothing extra shall be payable to him on this account

6.1.12 The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. The stacking shall take place as per **stacking plan** however, if any change is required, the same shall be done with the approval of Engineer-in-Charge/PA.

6.1.13 The contractor shall engage specialized agency for carrying out specialized items mentioned in this document. Before engaging such agency, the contractor shall submit the details for the approval of Engineer-in-charge, the name of the agency along with their working experience, presentation on method statement and materials being used for execution of such items etc.

6.1.14 The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials, if any as to those materials also arranged by the contractor.

6.1.15 Site register & material at site Registers to be maintained by contractor:

- a) All site registers and material at site registers issued by the PMC/ SAU shall be maintained by the contractor which will be reviewed by the officers of Engineer-in-charge (PMC), or a person authorized by SAU at regular intervals. Frequency of

tests will be governed by the CPWD specifications or manufacturer specifications or as directed by Engineer In charge.

- b) The contractor is required to maintain an up to date work Register in chronological form for all kinds of maintenance works and applications as and when performed and the same should be got inspected from the concerned official of the PMC/SAU.
- c) For maintenance work, the attendance register shall be maintained by the contractor. SAU can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.

6.1.16 Prevention of Nuisance And Pollution Control

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during and minimum hindrance to road users or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-Charge and disposed at designated place only. The Contractor shall take all precautions to abide by the environmental related restrictions imposed by any statutory body having jurisdiction in Delhi as well as prevent any pollution of streams, ravines, river bed and waterways.

The contractor shall follow the guidelines of South Delhi Municipal Corporation, Delhi Pollution Control Board, National Green Tribunal and all other concerned government departments and local/statutory bodies regarding the above work.

- 6.1.17** Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the nearby occupants/users of building(s), if any.
- 6.1.18** The contractor shall ensure strict compliance of Govt. orders regarding precautions to be taken to control of pollution, if required he may be asked to use anti-Smog gun etc, for which nothing extra shall be paid.
- 6.1.19** SAU will earmark suitable land area (approx.. 500 sqm) within SAU site, free of cost for establishing the temporary labour huts on as is where basis. The agency may visit the site to ascertain the feasibility with respect to prevailing labour regulations. The labour camp shall be properly isolated with 3 meters high metal barricading and security arrangements acceptable to SAU. The Contractor shall make his own arrangements to provide such accommodation as per the rules of the local bodies. Nothing shall be paid extra on account of such barricading and security of labour camp.

- 6.1.20** No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him.
- 6.1.21** The contractor shall construct suitable godowns/storage area, yard at the site of work for storing all materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost. Some suitable land /areas shall be provided by the SAU on site for setting up of the Nursery and store. Before starting such office/ yard the agency will submit a layout plan to SAU for approval. This shall be maintained as per the prevailing norms of DPCC and NGT failing which a suitable penalty may be imposed on the contractor.
- 6.1.22** The contractor shall set-up and maintain a nursery on site at his own cost for safely stacking sand, manure, tools, plants and other equipment required for undertaking the works, replenishment as required for ongoing and maintenance work. An area of approximately upto 500 sqm. shall be provided by the SAU on site for setting up of the Nursery. All arrangements for barricading, safety and security of the Nursery shall be responsibility of the contractor. Prior approval of Layout plan and location for the nursery shall be obtained from PA. Nothing extra shall be paid for this.
- 6.1.23** Proper temporary barricading by fencing with G.I. sheets or any other suitable material, shall be carried out by the Contractor at the start of work to physically define the boundaries of the plot area given to the agency for storing material and yard etc. for restricted entry to only those involved in the work and also to prevent any accidents, at the same time without causing any inconvenience to the traffic and the users of the buildings in the adjacent plots. He shall also provide and erect temporary protective barricades within the plot, if required, to prevent any accident. It shall be dismantled and taken away by the Contractor after the completion of work at his own cost with the approval of the Engineer-in- Charge. Nothing extra shall be payable on this account.
- 6.1.24** The contractor shall maintain it during the complete period of execution and realign it if required, for execution of works. A suitable penalty/fine per day may be levied for not maintaining the barricading in good condition or breach of any of the above conditions as per the direction of Engineer-in-charge.
- 6.1.25** The contractor shall be responsible for the watch and ward/guard of the safety of all equipment, services provided by him against pilferage and breakage during the period of Installations and thereafter till the work is physically handed over to SAU. No extra payment shall be made on this account and no claim shall be admissible on this account. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may

affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / DDA / NDMC/SDMC and any other local/statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.

6.1.26 All statutory taxes and levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor.

6.1.27 The contractor shall ensure strict compliance of Govt. orders/SOP/guidelines etc. Regarding precautions/steps to be taken for COVID-19 or similar pandemics/disasters at his own cost and nothing extra on this account shall be payable by SAU.

6.1.28 The Contractor shall make all necessary arrangements for protecting the work etc. from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.

6.1.29 In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.

6.1.30 The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (plant/vegetation) & fauna from the project area as this is prohibited.

6.1.31 Tools and Plants

- a) The bidder should own equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account.
- b) No tools and plants including any special T&P etc. shall be supplied by the SAU and the Contractor shall have to make his own arrangements at his own cost. No claim shall be entertained on this account.

6.1.32 Royalty

Royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, earth, metals, shingle sand and bajri etc. brought by him for the execution of the work, direct to the Revenue authority or authorized agent of the State Government concerned or Central Government and shall be responsible for any violation or default on this account. Further, contractor may be asked to submit proof of submission of full royalty to the state government or local authority. Nothing extra shall be payable on this account

6.1.33 Responsibility

- a) The contractor shall protect and indemnify SAU and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.
- b) The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify SAU from any and all damages and claims that may arise on any account. The Contractor shall indemnify the SAU against all claims in respect of patent rights, royalties, design, trademarks- of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the SAU in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
- c) The Contractor shall be responsible for any liability imposed by law for any damage to the Work or any part thereof or to any of the materials or other things used in performing the Work or for injury to any person or persons or any property damage in or based under Work limit. The Contractor shall indemnify, keep indemnified and hold, the SAU, harmless against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defence of the same, arising from any allegations, whether groundless or not, of damage or injury to any person or property resulting from the performance of the Work or from any material used in the Work or from any portion of the Work or Work site or non-payment of statutory dues of any nature and penalty thereon or from any cause whatsoever during the process of the Work.
- d) The Contractor shall provide, during the entire Contract Period, such indemnification in the proforma approved by engineer in charge on a non -judicial stamp paper of appropriate value.

6.1.34 Co-operation With Other Contractors/Specialized Agencies/Sub- Contractors

- a) The Contractor shall cooperate with and provide the facilities to the other agencies working at site for smooth execution of the work. The contractor shall keep indemnify the SAU against any claim(s) arising out of such disputes.
- b) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In- Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co -ordination manner and shall perform it in proper sequence to the complete satisfaction of others.

6.1.35 Supervision of Work

- a) The Contractor shall depute Site Managers& skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be

available to the representatives of the Contractor at New Delhi itself to avoid any likely delays on this account. The Contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer-in-Charge is of the opinion that the deployed staff is not sufficient or not well experienced; the Contractor shall deploy more staff or better- experienced staff at site to complete the work with quality and in stipulated time limit.

- b) Contractor will carry out regular inspection of maintenance of site in every week along with PMC, PA and SAU and get acquainted with lapses in maintenance & be responsible for rectification of the same. On next weekly round the previous lapses must be rectified in all respect . Nothing in this document shall in any way release the Bidder from any warranty or other obligations under this contract.

6.1.36 RATES; The rates quoted by the Contractor are deemed to be inclusive of;

- A.** The site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, Horticulture, landscaping and Irrigation work of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location, implementation of green building norms to achieve desired GRIHA Rating etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- B.** Unless otherwise specified in the schedule of quantities, the rates for all items of work shall be considered, as inclusive of pumping out or bailing out water, if required throughout the Horticulture and landscaping work period for which no extra payment shall be made. This shall also include water encountered from any source such as rains, floods, sub soil water table being high and/or due to any other cause whatsoever.
- C.** The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T & P, wastages, watch and ward, all incidental charges, all taxes, cess, duties, levies etc. except GST, required for execution of the work except which are exempted as specified in the tender documents.
- D. Taxes:** The South Asian University is an Inter-Governmental Organization established by the SAARC (South Asian Association for Regional Co-operation) Nations and has been extended the Privileges and Immunities under Section '3' of the United Nations (Privileges and Immunities) Act, 1947 by the Government of India. The University is exempted from paying and collecting all Direct and Indirect

Taxes in India. The contractor / agency therefore advised to settle his tax liability accordingly.

In terms of Article 4(1) of the Agreement among SAARC Nations for establishment of South Asian University, "the (South Asian) University and its campuses and centres shall be exempted, in the state where they are located, from paying and from collecting all direct and indirect forms of taxes and duties for the establishment and operations of the University". In terms of Section-3 of the South Asian University Act 2008 (Act No. 8 of 2009) passed by the Parliament of the Republic of India, notwithstanding anything contrary contained in any other law, the provisions of the above referred Agreement among SAARC Nations for establishment of South Asian University shall have the force of law in India.

I. Goods and Services Tax (GST):

- a. SAU is entitled by Govt. of India for reimbursement of GST paid to the contractors to give effect to tax exemption status of the South Asian University for the work of its campus at Maidan Garhi, New Delhi.
- b. The estimated rates in SOQ are as per CPWD, DSR 2018 (Horticulture and landscape) and market rates. **The agency may quote their rates without GST. Contractor has to pay GST as per applicable rates and he will be paid for the same by SAU.**
- c. As Goods and Services Tax (GST) is reimbursable to SAU, the Contractor shall mention UIN no; 0717UNO00175UNQ in all invoices raised to SAU. The invoice should be in conformity with the various provisions of respective GST Act.
- d. The agency shall file GST returns in a timely manner so that the GST reimbursement claims of SAU are not being dishonored. If this happens the amount will be deducted from the dues of the contractor.

E. Labour Cess; Labour Cess @ 1% shall be deducted from the gross value of work done (bill of contractor) from every RA Bill.

6.1.37 Ancillary and incidental facilities required for execution of work like labour camp, stores, nursery, offices for Contractor, watch and ward, water storage tanks, installation, electricity, water, sewerage etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in- Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge for approval, a site / Horticulture and landscaping work yard layout in the area earmarked by SAU, specifying areas for Horticulture and landscaping work, site office, positioning of machinery, material yard, manure, plant and other storage, nursery, site laboratory, water tank, etc.

6.1.38 Working in shifts; For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

6.1.39 All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be paid for.

6.1.39.1 Safety Practices/Guidelines

Warning/ Caution Boards: All temporary warning / caution boards / glow signage display such as " Transplantation and compensatory plantation work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in- Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account Necessary protective and safety equipment (PPE) shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor and visitors by the Contractor at his own cost and to be used at site.

- a) The Contractor shall ensure a safe environment on the Plantation area at all times. All safety provisions shall be properly maintained. All safety precautions and requirements shall be strictly complied with at all times. He will also follow CPWD safety code and provision for the work.
- b) Appropriate Personal Protective Equipment (PPE) shall be supplied and maintained for all workers. Minimum PPE shall include a hard helmet, hi-visibility jacket, safety shoes, and gloves. Supervisors shall undertake a pre-inspection of all works to assess risks, if any.
- c) Vehicles shall be parked off the roadway so as not to obstruct driver's view of the presence of workers. Vehicles shall not, under any circumstances, be driven against the normal flow of traffic.
- d) Any vehicles used for work should be registered, roadworthy and well maintained.
- e) Carting material from one place to another to be under taken in such a manner as to cause minimum amount of pollution.
- f) Supervisors should meet the workers and instruct them about the safety aspects of the day's activities prior to commencement of work.

- g) No materials are to be stockpiled or unloaded onto the road surface except while being moved into the work area, and even then, only when barricaded and signposted with reflective warning signs.

6.1.40 Documentation and Submittals

- a) The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office. He should also keep at site at least one set of "CPWD Specifications for horticulture and landscaping works 2018" with up to date correction slips, , Analysis of rates and DSR 2018 at site and produce the same if asked for by Engineer- In-Charge. In case of noncompliance, these codes/publications will be purchased from the Market and actual cost of purchase will be recovered from the next RA Bill of the Contractor.
- b) The Contractor shall submit GPS maps and Two (02) sets of "As Built Drawings" showing the GPS coordinates of trees transplanted and compensatory plantation along with literatures, manuals etc. as well as all required clearances from forest department and other local/statutory bodies as may be required along with the final bill of schedule A& B. c). The contractor shall make available Two (02) sets of computerized Standard Measurement Books (SMBs) having measurement of all the permanent standing.
- c) The contractor shall prepare detailed Transplantation and compensatory plantation work drawings on the basis of concept drawings provided by the consultant and get it approved by the consultant/SAU before commencement of work. Before initiating the transplantation work the contractor shall prepare, submit and get approval on the detailed scheme/plan for site preparation and plantation. The agency will show the GPS coordinates of trees to be planted including transplantation and also mark the locations of existing tress in the area proposed for plantation. The rates are inclusive in contract.

Note: All Drawings shall be prepared in appropriate scale, two sets shall be submitted for checking and after approval two sets of drawings shall be submitted to the SAU.

6.1.41 Program Chart: (please refer clause 1 and clause 5 in sub head 5.2 (Proforma Schedules)

- a) The Contractor shall prepare and submit a program chart within **30 thirty days** of issue of Letter of Award including details of all activities for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the program within the stipulated period for approval of the Engineer-In-Charge. These shall be submitted by the contractor through electronic media besides forwarding hard copies of the same. The integrated program chart so submitted should not have any discrepancy with the physical milestones attached in the contract agreement.
- b) If at any time, it appears to the Engineer-In-Charge that the actual progress of work does not conform to the approved program referred above, the contractor

shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.

- c) The submission for approval by the Engineer-In-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-In- Charge to take action against the contractor as per terms and conditions of the agreement.
- d) Apart from the above integrated program chart, the contractor shall be required to submit Fortnightly Progress Report of the work in a computerized form on 1st and 16th of every month.

6.1.42 Water/ Electricity

- a) The university is intending to use recycled/ water received from Sewage Treatment Plant(STP) for Transplantation and compensatory plantation work and maintenance work. As of now such water is not available within SAU campus, so the agency has to make his own arrangement for such water. However during maintenance work, SAU may be able to provide recycled water(subject to availability) and in that case **water charges @ 1% of gross value of work done shall be deducted from the running bill of contractor.** Contractor shall get the water tested from laboratory approved by the Engineer-in-charge at regular intervals as per the CPWD Specifications. All expenses towards collection of samples, packing, transportation etc. shall be born by the contractor. However testing charges will be paid by SAU.
- b) Contractor shall make his own arrangement for electricity/power. Nothing extra shall be paid for this. In case of difficulty in obtaining an electricity connection from independent source (BSES), the agency may request SAU to provide electricity connection from SAU on payment basis through sub metre as per actual consumption on BSES rates prevailing at that time, provided SAU is in the position of giving such connection.
- c) The SAU shall in no way be responsible for either any delay in getting electric connection or water for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. The contractor shall be responsible for contingency arrangement of stand-by water & electric supply for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

6.1.43 All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be paid for.

6.1.44 Cleanliness of site:

The Contractor shall not stack any material/ malba/ muck/ material/earth etc. on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically/regularly, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material/malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

- a) The contractor shall take instructions from the Engineer-In-Charge regarding collection and stacking of materials at any place. No excavated earth or rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.
- b) The site of work shall be always kept clean due to constraints of space and to avoid any nuisance to the users of buildings in the adjacent plots. The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. It may be directly pumped into the creek with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.
- c) The site is to be maintained as a tobacco free and no smoke control zone for preventing any harm to site and to maintaining the cleanliness.

6.1.45 Wherever any reference to any Indian Standards occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.

6.1.46 Insurance Policies

- a) Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the PMC/Engineer-in-Charge proper Contractor All Risk(CAR) Insurance Policy for an amount 1.25 times the contract amount for this work, with South Asian University(SAU)as the first beneficiary. The insurance shall be obtained in joint names of SAU and the Contractor (who shall be second beneficiary). Also, he shall indemnify the SAU

from any liability during the execution of the work.

- b) Further, he shall obtain and submit to the SAU, a third party insurance policy for maximum Rs.10 lakh for each accident, with the SAU as the first beneficiary. The insurance shall be obtained in joint names of SAU and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the SAU giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge.
- c) No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies until and unless the same is renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.
- d) In case of any mishap during the work in progress, Contractor shall be fully responsible. Any kind of compensation shall not be paid by SAU to Contractor or his staff or worker. The Contractor to submit CAR policy, ESIC and EPF details, if required.

6.1.47 Phasing Execution And Maintenance work and Facilities to workers

- a) The contractor shall plan/specify and limit of work (Transplantation and compensatory plantation work), activity in pre-planned/designated areas (as per phases) and shall start the work after securing the approval for the same from the Engineer in Charge. This shall include areas of Transplantation and compensatory plantation work, storage of materials and personnel movement.
- b) The owner shall provide adequate land for storage/office to the contractor for his use as per direction of the PMC/Engineer-In-Charge. The space has to be maintained/constructed by the contractor as per his usage requirements.
- c) All spaces allotted to the contractor, as described above shall be vacated and all structures removed from site at any time as and when required and directed by the relevant authorities or by the South Asian University, unconditionally and without any reservation. The authorities or the South Asian University will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc., from the spaces and clear and clean-up the site to the satisfaction of the Engineer-in-Charge.
- d) It shall be the specific responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the

area allotted to the Contractor. Upon completion of the work or earlier as required by South Asian University/Authorities, the Contractor shall vacate the land immediately.

- e) Preserve and Protect Existing Plantation during Transplantation and compensatory plantation work:
- f) The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during working, driving or parking equipment, vehicle, dumping of trash, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting work activity within the ground, covered by canopy of the tree is not to be permitted.
- g) The contractor shall take steps to protect trees or saplings identified for preservation within the work site using tree guards of approved specification.
- h) Contractor should limit all Transplantation and compensatory plantation work activity within the specified area as per the Transplantation and compensatory plantation work Management Plan approved by Engineer in Charge.
- i) The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. Separate the zones of movement of equipment, parking, or excessive foot traffic from the fenced plant protection zones.
- j) The contractor shall ensure that maintenance activities during Transplantation and compensatory plantation work period shall be performed as needed to ensure that the vegetation remains healthy.

k) Facility to workers;

1. The contractor shall provide potable water for all workers.
2. The Contractor/agency shall provide proper uniform to the workers with half jacket (fluorescent material) during construction works; Design to be got approved from PA/SAU, nothing shall be paid to the agency on this account.
3. The contractor shall provide proper uniform to its maintenance staff which bears the name of agency and SAU (Horticulture) prominently. The uniform dress should be neat and clean. All personnel should be in uniforms during the duty hours. Failing which suitable penalty shall be imposed

6.1.48 Conditions to Be Adhered To As Per Environmental Clearance Obtained From DPCC

- a) Provision shall be made for temporary housing of labour within the site for the execution of work (Schedule A & B of BOQ only), with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care along with first aid room, crèche etc. The housing may

be in the form of temporary structures to be removed after completion of the project.

- b)** Health and safety norms of CPWD (as given in the GCC) should be followed during the Transplantation and compensatory plantation work and maintenance work
 - c)** Top soil excavated during construction work, shall be preserved and same to be used in Transplantation and compensatory plantation work.
 - d)** Proper measures should be adopted to control dust emissions during Transplantation and compensatory plantation work phase by providing adequate numbers of water sprinklers.
 - e)** Soil and water samples of the site should be tested by the Project Proponent (SAU) from any laboratory recognized by MOEF/DPCC to ascertain that there is no threat to ground water quality by leaching of contaminants, on quarterly basis for inclusion in the six monthly reports.
 - f)** Vehicles hired for bringing material for the work to the site should be in good condition, have pollution check certificate, and conform to applicable air & noise emission standards. These vehicles should be operated only during non-peak hours. The material loaded or unloaded should be covered (especially sand, excavated soil, etc.) before transportation to avoid fugitive emissions, air pollution etc.
 - g)** Ambient noise levels should conform to prescribed residential standards both during day and night hours. Adequate measures should be made to reduce ambient air and noise level during work and operation phase. So as to conform to the norms stipulated by CPCB/DPCC. If required, Ambient air and noise monitoring should be done by an accredited lab and data should be submitted along with compliance report in every six month.
 - h)** Relevant Requirements of GRIHA LD 5 STAR rating, should be followed.
 - i)** Regular supervision of the above and other measures for monitoring should be in place all through the work phase, so as to avoid disturbance to others.
 - j)** Officials from Ministry of Environment & Forests, Regional Office, Chandigarh and Delhi Pollution Control Committee, who would be monitoring the implementation of environmental safeguards, should be given full co-operation to inspect the facilities and documents/data on site during their site inspection. As and if be required, monitoring reports shall be prepared and submitted by SAU to Ministry of Environment & Forests, Regional Office Chandigarh & also to DPCC, Delhi.
 - k)** 11. Failure to adhere to any of the above mentioned items, shall be deemed as a violation of contract and the contractor shall be held liable for penalty as per terms of the agreement/law.
- 6.1.49** The contractor prior to commencement of work shall carry out total station survey (GPS mapping), of entire site where transplantation and plantation has to be undertaken and will also mark the existing trees and identify pockets of land

suitable for transplantation/plantation of trees accordingly to the soil condition and species of tree. Survey plan of existing condition and proposed transplantation/plantation plan with transplantation/plantation methodology of all species shall be submitted by the bidder prior to commencement of work.

- 6.1.50** The work of plantation and transplantation is to be executed as per contract agreement and in accordance with schedule of quantities, particular specifications, additional conditions, special conditions and complying with all conditions specified in tree felling and transplantation approval received from the Forest Department, Govt of Delhi, vide notification no F.No.1341/TO(S)TC-Felling/2018-19/1417 dated 23 June 2020 and F.No.R-1341/TO(S)/TC-Felling/2018-19/12953-61 dt 4.3.2020. (copy attached) and other statutory requirement even if the same are not mentioned specifically..
- 6.1.51** Before initiating the transplantation works, the contractor shall prepare, submit and get approval on the detailed plantation schedule in compliance with section 12 of DPTA-1994, Department of Forest and wildlife, Govt. of NCT of Delhi.
- 6.1.52** While executing the work, the contractor shall ensure that existing services on the site, civil work and fittings are not damaged, the same shall be set right at no extra cost to the owner if it is damaged.
- 6.1.53** All the required machinery/equipment's/water lorry for work / maintenance of manure yard premises should be procured/hired by the Bidder for execution of the work.
- 6.1.54** The trucks carrying soil, sand, manure, sludge and cow dung etc. will be duly covered to avoid spilling.
- 6.1.55** The contractor shall at all times during work and during maintenance keep the premises free from accumulated waste material or rubbish caused by his employee on the work and on completion of the work he shall clear away whole site. He will leave the whole site and works clear in a professional/work man like manner. Nothing extra shall be paid to the contractor for this clearing up.

6.2. PARTICULAR SPECIFICATIONS – TRANSPLANTATION WORK

6.2.1. Scope

- a) The transplantation technique shall be site specific to ensure best survival and growth rate. The contractor shall provide all Transplantation operations and services specified in the drawing, schedule of quantities, as specified herein or as required or both, including all material, Labour, Equipment, Services and Transport for all trees, preparation of final planting locations, planting, Intercultural operations, spraying before planting, pest control of plants, or any other operations required for successful transplantation etc.
- b) Comprehensive Maintenance up to 2 years to the transplanted trees and up to seven years to the compensatory plantation from the date of completion of work (schedule A and Schedule B), including all tool and plants, watering, supply of all manure, insecticides, fungicides and other services required during this period.
- c) Specifically, the scope includes Transplantation of existing trees including all operations, labour and material and water required for successful transplantation and establishment of tree at new location. **List of Trees to be transplanted attached.**

6.2.2. Conditions

- a) The contractor shall be responsible to supply and keep all materials including manure, sand etc. in his safe custody and in the event of their breakage, damage, misplacement or pilferage/ theft; he shall be responsible to make good without any extra cost. The contractor shall be responsible for safety and security of their material and staff. The agency shall be liable for any damage to other's property/ material during the work.
- b) The agency/contractor shall submit the methodology of tree transplantation before starting the work. The agency shall comply with conditions put in the tree felling Approval given by the Department of Forest and Wildlife, GNCTD
- c) The girth and height of the tree shall be measured and recorded before start of any activity. Photographs of each tree before start of process of translocation shall be submitted by the bidder. The tree shall be geo-tagged before and after tree transplantation.
- d) All coordination/permissions needed for tree transplantation shall be taken from competent authority by the agency. The agency shall organize / facilitate site visits, inspection of any checking agency, statutory authority; NGT, DPCC, Dept. of Forest and Wildlife, GNCTD as required.

- e) The entire process of transplantation shall be video graphed and submitted fortnightly to SAU. Penalty of Rs.5,000 per incidence of default shall be imposed if the agency fails to do so.
- f) The contractor shall coordinate with other agencies working on the site. Transplantation of trees from one location to another site is a major operation. The work shall be executed & supervised by a team of well experienced persons in this type of work. Roots investigation, Diagnosis of health & treatment of infected area must be done before initiation. Care must be taken while production of root ball by digging mechanically or manually all around the tree, carefully cutting the roots, then wrapping the root ball in netting. The contractor to handle the root ball precisely without causing deformation to it in a professional manner with proper lifting and shifting arrangement. The contractor will be responsible for safety of the transplanted trees.
- g) Analysis of the soil at the proposed transplant site where the tree has to be transplanted shall be carried out. Analysis should include tests of pH, Organic Matter, Major and Trace Elements etc.
- h) It is mandatory for contractor to visit the site to inspect the existing trees since many trees are of native species and growing in hard strata / rocky conditions. This is necessary since careful excavation in rocky strata will be required. The compensatory plantation and transplantation on proposed land and strata should be carefully examined by the bidder before bidding.
- i) The transplantation process including excavation, transporting and planting should be completed within the same day. Shorter transplantation time can provide better conditions for the survival.

6.2.3 Preparation of Trees:

- a) **Formative Pruning:** - Selectively remove specific branches to enhance form and improve structure, and to directionally shape the tree. With smaller diameter branches it may be necessary to reduce the branch to a dormant bud. Formative Pruning shall aim to reduce the development of structural weaknesses and to accommodate site constraints and reduce encroachment on utilities as the tree grows.
- b) **Root Excavation, Preparation, Requirements and Responsibilities:** - Root pruning and soaking shall be carried out a minimum of 1 month before transplanting. Preparation of the root system, that is, a circular partial cutting/pruning of the roots all around the tree is to be done one month before transplanting.
- c) Prior to digging, the soil around the root system shall be thoroughly moistened to help keep the root ball together. The root ball shall be excavated around the outside of the root trench. All exposed roots shall be pruned flush with the face of the root ball. Sharp Blades shall be used to cut the roots. Roots shall be cut in a way that it will not jar and loosen the soil in the root ball.
- d) The diameter of the excavated root system or root soil ball should be five times the diameter of the base of the tree trunk, but not less than 40 cm. The depth of the

excavation should be 2 to 3 times of the root soil ball's diameter, but not shall not be less than than 1meter. The depth of the root ball shall depend on each individual tree species. Digging below the root ball shall occur when the amount of roots reduce considerably within the root ball trench. Appropriate force (Tension) shall be applied by the crane while undercutting/extracting the root ball.

- e) After being excavated, the tree trunk should be wrapped with protective materials (e.g. sackcloth, canvas). Natural fibre materials that have not been chemically treated shall be used to support the root ball. Synthetic materials shall not be used. The root ball shall be encased in biodegradable material such as jute twin, burlap etc. and then wired casing shall be installed over it to provide strength

6.2.4 Excavation and Trenching:

All trenches/ pits 1.5 meters or more in depth shall at all times be ready with at least one ladder for each 3 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench, which is 1.5 meters, or more in depth shall be stepped to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trenches whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

6.2.5 Safety Precautions:

- a) The safety provisions shall be brought to the notice of all concerned, by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the Contractor.
- b) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the SAU Representative.
- c) The Contractor is responsible to protect and maintain the areas of intermediate completed work from damages of the surface due to movement of operational vehicles / manpower or construction equipment, if any.
- d) All chemicals, pesticides, fungicides to be handled with care and register to be maintained for how empty containers/ cans/ bottles are disposed.

6.2.6 Preparation of receptor site

- a) Trees will not tolerate highly compacted soil, which should be broken up over as large an area of the site as possible. Planting pits should be provided with drainage to allow effective percolation of water.
- b) Any unsuitable material brought to the surface during excavation shall be removed from site. The planting hole shall be excavated by spade.
- c) The root zone and base of trees should be free from shrubs or other planting to facilitate the proper establishment of trees.

- d) During pit preparation, the existing topsoil ploughed from digging should be stripped and put aside for reuse as much as possible and to avoid a distinct interface between the planting pit and the surrounding soil.
- e) The width and the final depth of a planting hole are determined by the depth and firmness of the root ball and other characteristics of the site. The soil directly beneath the root ball should be undistributed or prepared to prevent settling.
- f) In general, the depth of the planting hole shall not exceed the depth of the root ball and the sides of the planting hole should be scarified to facilitate root penetration. In general, the planting hole width should follow best practice at a minimum of 1.5 times the diameter of the root ball to suit the location. If the depth of the hole exceeds the root ball height, compacted soil shall be added to the hole to prevent settling after transplanting. The bottom of the hole shall be decompacted to a depth of 150 mm and lightly compacted.

6.2.6. Transportation

- a) During transporting the tree to the new destination, cushions should be placed between the tree and the body of the vehicle, to avoid damaging the branches. The tree shall be fastened with ropes for safety's sake, regardless of how far it is being transported.
- b) Loading, unloading, and handling shall be done gently and dragging shall be avoided while transporting. It shall be ensured that there are no damage to the soil ball or any scratching and splitting of the root system. The tree should be kept intact without injuries to its root system, trunk and crown.
- c) The trees being transported shall be kept properly moistened, sheltered and protected from wind, over-watering, strong sunlight, rain, cold weather and theft all the time. The transplanting must be done as soon as root ball has been prepared. In case of delay, the prepared trees shall be stored in shady area and shall be covered with damp mulch.
- d) Lifting of trees shall be carried out or supervised by a qualified and/or suitably experienced person and crane operator using a crane and supports.
- e) The transport vehicle shall be adequate to transport the tree without damage/ congestion of crown.
- f) The route shall be selected by the contractor to ensure sufficient vertical and horizontal clearances for the tree transportation and no extra payment shall be made on this behalf by SAU.
- g) The transportation shall not cause public hindrance/ damage to any property in any manner. Charges/ penalty levied on the agency shall not be paid by SAU
- h) Crown of the tree shall be carefully wrapped/ tied to each other to minimize the risk of drying, branch damage due to excessive movements, and wind damage.\

6.2.7 **Planting**

- a) Excavated soil may be used as backfill if it is free of weeds, deleterious materials and particles larger than 25 mm. When backfilling, sedimentary layers in soil shall be observed so that the topsoil remains above the subsoil.
- b) Orientation - The tree shall be orientated at the new site in the best suited direction and as per the requirement of the site.
- c) The spacing of the transplanted trees shall not be less than 4m (centre to centre).
- d) The twine, burlap, and metal cage etc should be removed from at least the top third of a root ball to avoid poor root growth and root girdling.
- e) **Backfill** - The backfilled soil should comprise 40% yellow soil, 20% pond silt, 10% organic fertilizers, 10% peat soil, 20% pumice and 0.1% moisturizer as required. There should not be any rocks or impurities larger than 1 cm in diameter in the soil. Any soil deficiencies shall be rectified prior to placing backfill.
- f) **Fertilizer and Soil Additives** - Requirements of fertilizer and/or other soil additives as per experienced person. The backfill shall be soil injected with a sucrose solution at 20 grams per litre of water and approximately 100 litres of solution applied per tree. Soil injections of Sucrose Solutions shall be given to improve the defense systems of stressed trees and increase the volume of new roots. Rooting hormone shall be mixed with the backfill material before the tree is positioned.
- g) **Tree Support:** Supporting structures shall be immediately installed after planting, to prevent tree leaning. Structures of less than 20 cm in diameter should be made up of materials of at least 5 cm in diameter, while structures of over 20 cm in diameter should be made up of materials of at least 10 cm in diameter, and they should be firmly pressed at least 4 inches into the soil. The parts where the trunk is in contact with the structures shall be protected with thick soft materials (such as plastic or fabrics), to avoid injuries to the bark. The trees shall be fastened with ropes. For supporting pre or post transplantation of the trees, Scaffoldings or cranes shall be used. The agency will submit a sketch diagram of support system before start of work.
- h) **Watering:** Immediately following transplantation, each tree shall be soaked to remove air pockets from the soil. It shall be ensured that trees maintain health and are free of water stress at all times. Monitor moisture levels to determine the exact watering requirements to ensure tree survival. Water shall be applied to the entire root area and not just the immediate trunk base.
- i) **Maintenance:** The tree shall be maintained for a period of two years by professional horticulturists. Regular inspection & instructions as given in this document should be followed for maintenance. The soil shall be kept constantly moist after transplanting. The excess water shall be drained off in time. During the maintenance period, avoid watering at noon when the weather is hot.

6.2.8 **AFTERCARE**

- a) Aftercare is vital to transplanting success. In addition to watering, aftercare may also include misting, weeding, mulching, support hardware, and follow-up visits.
- b) The quality and quantity of backfill shall be such that it promotes rapid initial root development and does not restrict root spread beyond the planting hole.
- c) Mulch shall be used to conserve soil moisture, to buffer soil temperature extremes, to control weeds and other competing vegetation, and to replenish organic matters and nutrients in the soil. The size of the mulched area depends on the size of the tree. Mulch layer around 5 cm thick usually covers the area where roots will grow during the first two years after planting. However, mulch used shall be free from pests and diseases. The root zone and base of trees should be free from shrubs or other planting to facilitate the proper establishment of trees. Mulch should not be placed too close to the tree trunk or root collar
- d) Staking or initial guying used to retain a tree in an upright position until sufficient roots are developed, should be removed, replaced or adjusted as necessary to ensure their effectiveness and to prevent constriction or abrasion damage to the tree. In general, the supports can be removed after the tree establishment. Supports that stay too long without proper adjustment will do more harm than good to the trees.
- e) The agency shall carry out social audit of the planted/ transplanted trees in collaboration with the concerned Tree Officer and get certified "Survival Assessment report" at the end of each maintenance sub-period of six months. Only after submission of this report the agency shall claim for payment,. In the absence of this report payment shall not be made by SAU.
- f) The agency shall adhere to all the technical specifications for carrying out tree transplantation in Delhi as issued from time to time by the Department of Forests and Wildlife.
- g) The contractor will have the choice, either do the fencing of the individual tree or entire periphery of the area where transplantation is being carried out by him. The height of fencing shall not be less than 5 feet and be suitably anchored by posts at appropriate distance. Nothing extra will be paid on this account

6.3 PARTICULAR SPECIFICATIONS – COMPENSATORY PLANTATION WORKS

6.3.1 Scope of Work

- a) The contractor shall adopt site specific Plantation technique, shall do all operations and provide services specified in the drawing, schedule of quantities, as specified herein, including supplying of trees, manure, sand , leveling, dressing, water, watering, planting trees, Labour, Equipment, Services and Transport for all trees, preparation of final planting locations, planting, Intercultural operations, spraying before planting, pest control of plants, or any other operation required for successful transplantation of etc.
- b) Maintenance for the period of 7 years from the date of completion of Transplantation and compensatory plantation work (schedule A and Schedule B), including supply of all manure, fertilizers, insecticides, fungicides and plants and other horticulture items required during this period Specifically, the scope includes Compensatory Plantation of tress of height 6' to 8' including their maintenance for period of Seven years etc. including all labour and material including water required for successful plantation and establishment of trees.

6.3.2. Conditions

- a) The Schedule of Quantity (SOQ) indicates the brief specification and name of plant that will be used for the project, however it may change if desired by Forest Deptt, Delhi Govt.
- b) The contractor shall be responsible to keep all Plants and materials in his safe custody and in the event of their breakage, damage, misplacement of pilferage/theft; he shall be responsible to make good without any extra cost.
- c) All incidental items not shown or specified but reasonably employed or necessary for successful completion of the work shall be provided by the agency at his own cost.
- d) The trees supplied by the contractor should be of prescribed height & spread and of assorted variety and shall be vigorous, healthy, free from diseases, pest and properly packed with proper flaging and should be from reputed nursery duly approved by Engineer in charge/Consultant.
- e) Tree shall be of straight height/length as specified in the schedule of items and shall be symmetrical with a crown and having a persistent main stem. The size of the crown shall be in proportion to the height of trees.
- f) The contractor shall prepare the final working drawings/scheme based on the actual site conditions and the conceptual schematic drawings provided by PA as part of the tender. The contractor shall make the detailed plantation plan/scheme

with necessary modifications, in consultation with the PA, with respect to the detailed site survey, get it approved by the PA, and will submit to Forest department (on behalf of SAU) before commencing the work.

- g) All the numbers of plant material may vary according to site condition and final number of plant material executed only, will be taken into account for measurement & payment.
- h) The contractor has to get satisfactory report from SAU/PMC with respect to quality and quantity of soil, manure, fertilizers, pesticides etc. prior to application on site.
- i) The samples of the Tree Sapling and other material i.e sand, manure shall be got approved from the Consultant/ Engineer -in-Charge before procurement and execution of the work.

6.3.4 General Requirement of Trees

- a) Trees shall be typical of their species and variety, well-developed branches, well foliated with fibrous root system.
- b) The Trees should be free from all pest, defects, injuries and diseases and be very healthy and vigorous growth as specified in the Schedule of Quantity. The main stem or trunk should be strong up to the required height. The Trees should be true to the variety and the named varieties should be tagged.
- c) All Trees, soon after planting, shall be properly supported with stakes made of Casuarina or Bamboo sticks to ensure their safety against wind or any other factor, which may affect it adversely. Protection for Trees wherever required in form of temporary barricading, tree guard, bamboo hedge etc. shall be provided by the contractor
- d) **Root System:** The root system of all Trees used shall be conducive to successful plantation at site. Where necessary the root-ball shall be preserved by support with hessian or any other suitable materials.

6.3.5 GROUND PREPARATION AND SUPPLYING MANURE, SAND ETC : The contractor has to perform plantation as under:

- a) Clearing jungle including uprooting of rank vegetation, grass, brush wood and saplings of girth up to 5cm measured at a height of 1m above ground level and removal of rubbish up to a distance of 500m outside the periphery of the area cleared, within the site. Clearing grass and removal of the rubbish up to a distance of 500 m outside the periphery of the area cleared, within the site.
- b) **Leveling and Rough Dressing** – Horticulture operation shall be started on ground previously leveled and dressed to required formation levels and slopes. Whenever directed by Engineer-in-Charge, these shall be filled properly with earth brought from within site to bring the depressed surface to the level of the adjoining land and to remove discontinuity of slope and then rough dressed again. In rough

dressing soil below shall be broken down to particles of size not more than 10mm in any direction.

- c) **Uprooting Weeds from the Trenched areas** - After 10 day and within 15 days, the weeds appearing on the grounds shall be rooted out carefully and the rubbish disposed off as directed by the Engineer-in-Charge.
- d) **Good Earth** – Good earth/ earth collected from site shall be taken from the stacks and spread evenly over the fine dressed surface as specified by the Engineer-in-charge. It shall be spread with a twisting motion to avoid aggregation and to ensure that spreading is uniform over the entire area. Good earth having a PH range 6.5 – 7.0 to be used. Good Earth shall be a friable loam typical of cultivated top soils of the locality containing at least 2% of delayed organic matter (humus) .It shall be taken from a well drained arable site. It shall be free from subsoil, stones, earth clods, sticks, roots and other objectionable extraneous matter or debits. It shall not contain toxic material.
- e) The contractor shall be allowed to use earth available on site from excavation of buildings, with prior approval from the University. He shall check the quality of the soil, to ensure that the PH level of the soil falls within the range of 6.5 – 8.0, else the PH levels may be modulated using the appropriate technique. He shall be responsible for cartage, handling and filling of the earth to required location on site. No extra payment shall payable on this account.
- f) **Fertilizer** - Dry farm yard shall be used. It shall be free from external matter, harmful bacteria, insects or chemicals.
- g) **Manure** – Good Compost Manure shall be brought from stocks and spread evenly. It shall be spread with a twisting motion to avoid aggregation and to ensure that spreading is uniform over the entire area.
- h) **Mixing of Good Earth, Compost Manure and Fertilizer** – The stocked Earth shall before mixing is broken down to particles of size not exceeding 6mm, in any direction. Good earth shall be thoroughly mixed with Compost Manure and Fertilizer in specified proportion as described in the items or as directed by the Engineer-in-Charge.
- i) **Preparation of Pits for Trees.**
- j) The pits and beds shall first be excavated to the required depth and the excavated soil shall be stacked on the sides of the beds. After lowering/ placement of Plant, 50% of the excavated soil shall then be thoroughly mixed with a mixture of sweet earth Compost manure, sand in the proportion 3:1:1. The mixed Earth, Compost Manure and Soil nutrients shall be refilled over the excavated pit, leveled neatly and profusely flooded so that water reaches the bottom most layers of the trenched depth of the beds and pits. The surface after full subsidence shall again be refilled with the earth and Compost manure mixture. If required anti termite treatment using natural material chemical free should be provided and applied.

6.3.6 PLANTING

Height (6 Feet to 8feet) refers to the vertical height of the plant from the bottom of the stem to the top of the stem. The height of the plant does not include the root system or the height of the polybag in which the plant is supplied. **Spread** refers to the diametre. of the canopy of the plant at the top of leaf which is determined by the average of the longest and the smallest diameter as viewed from the top of the plant.

6.4 PARTICULAR SPECIFICATION – MAINTENANCE

(These will be read in conjunction with Special conditions, additional conditions, particular specification for transplantation and plantation as well as schedule of quantities drawings etc.)

- 6.4.1 The maintenance period will be for 7 years for compensatory plantation and 2 years for transplantation from the handing over or date of issuance of completion certificate by Engineer-in-charge, whichever is later. Maintenance will cover irrigation and the general care of the plant material including all necessary consumables.
- 6.4.2 Maintenance as part of the contract is to ensure that the plant material are growing, healthy, and without disease. If any plant dies due to neglect or poor maintenance, the contractor will be held responsible for the replacement of Trees free of cost. The replacement will include cost of plant, labour, materials and transportation etc complete.
- 6.4.3 The contractor shall record and inform to the client of any damage to plant materials due to causes beyond his control such as the digging of the soil for services and dumping of materials by other agencies.
- 6.4.4 Any multiplication of Trees during the contract period will belong to the client and will be kept on the site for replacement and use in future phases.
- 6.4.5 **Removal of Weeds & Hoeing:** To be carried out on a regular basis, i.e. once / twice in a week based on the need. Hoeing is to be carried out when the soil is dry.
- 6.4.6 **Pruning:** If the plant develops too many shoots or grows lanky, tall and weak, it is essential to retain the leader in most situations and maintain only healthy shoots and remove injured, dead and subsidiary shoots causing overlapping and overcrowding. Pruning should be done with a pruning knife or saw and to prevent infection, the open wounds should be tarred. However, over and unnecessary pruning should be avoided, as every tree has its natural crown and symmetry, which should be maintained.
- 6.4.7 **Pest Control & Fertilizers Application:** Trees are to be treated once in a month, or more frequently as the need arises with organic pesticides and fertilizers (unless unavoidable) for better growth. Diseased Trees are to be treated / replaced immediately to prevent spreading of the pest to adjacent Trees.
- 6.4.8 Necessary support of adequate strength shall be provided for trees, to protect it from strong winds and to ensure straight growth of the tree.
- 6.4.9 Hoses and any other heavy duty items and all hand tools, insecticides, sprayers, portable sprinklers, pesticides, fertilizer, Compost manure, etc., to be provided by the Contractor during the maintenance period.
- 6.4.10 **Regular Cleaning of Plantation area :** During the entire period of maintenance, the contractor will keep the site in a tidy, neat and clean condition, free from garbage/ rubbish to the satisfaction of the and the Engineer in Charge. The contractor will have to keep plantation area absolutely clean by sweeping and lifting away garbage on regular basis. The contractor will have to segregate the garbage into decomposable

& non decomposable on site. The collected garbage, dry leaves, twigs etc. should be chopped & converted into manure in compost bins in a scientific manner, i.e. by adding bacterial culture or appropriate chemicals to the same. However nothing extra will be payable on this account.

6.4.11 All input to be utilized for site maintenance should be recorded and applied after prior intimation to authorized representative to SAU .

6.4.12 Mortality / Causality:

- a) In case of any mortality/causality of trees and plants, during maintenance period, the contractor has to replace those trees with the Trees/Plants of the same height and specification at his own cost and nothing extra shall be paid for the same, failing which due recovery/penalty shall be levied.
- b) Additional quantity of plants shall be kept of same height at site nursery seed bed for replacement. The contractor shall, without any additional charge to the SAU renew any dead or defective plant/ material during the entire duration of contract including maintenance period of 7 year from the date of completion.

6.4.13 In maintenance period, the plant should be properly looked after i.e. complete watering, feeding, pruning, weeding, hoeing, staking etc. in proper way and to the satisfaction of Engineer-in-Charge.

6.4.14 The watering to all plantations should be carried out on alternate days in winter season, on daily basis in summer season & as per requirements in monsoon season for each and every kind of plantation.

6.4.15 During the maintenance period, any irregularities arising in ground levels due to watering or due to trampling by labor or due to cattle straying thereon, shall be constantly made up to the proper levels with earth as available or brought from outside as necessary.

6.4.16 Contractor will be responsible for application of rodenticides & insecticides (systemic insecticide, Micro nutrient spray, fungicide, phorate / thimate, termicide) both on monthly intervals during work period and maintenance period. Regular works like trimming, pruning, chopping of branches should be carried out as and when required plants, if found either wilted or in a deceased condition shall be replaced with a new saplings of respective variety during the period of contract including maintenance period, without any additional payment

6.4.17 The contractor should provide well experienced Gardeners/ Malis and Supervisors for carrying out essential maintenance work. SAU reserves the right to direct the contractor to replace any or all of the employees of the Bidder on account of poor performance, unqualified staff, in case of any complaint of misbehavior or misconduct.

6.4.18 No employee / staff shall be permitting to stay in night without specified work/ prior permission.

6.4.19 The staff deployed for plantation and maintenance work must have good knowledge about horticulture works operations like Trees maintenance etc. and the Supervisor

should be well behaved, experienced and qualified to communicate with the occupants, staff and officers.

- 6.4.20 All Malis and labours should have necessary tools with them for the proper discharge of their duties.
- 6.4.21 All the engaged workers are to be equipped with photo identity cards issued by the contractor and will maintain their particulars (i.e. Name, Father's Name, Local Address and permanent address and police verification etc.). A copy of the same will be provided to the SAU. The expenditure on this account will be borne by contractor and nothing extra will be paid for it.
- 6.4.22 The contractor shall furnish a list of manpower with description to be deployed for maintenance work prior to start of the work and shall notify the charges in them from time to time.
- 6.4.23 The contractor has to provide comprehensive maintenance to all transplanted tree and compensatory plantation adhering the conditions given in the Forest notification attached with these documents by providing supervisors, malis, beldars etc. for weeding, hoeing, removal of grass, providing anti termite treatment watering including watch and ward tools plants manure, fertilizers etc complete. The agency shall deploy the following minimum manpower (for 9 Hours duty including one hour lunch for 26 days a month) for the maintenance work, however the agency may require to deploy more numbers to ensure the compliance of other condition of contract and proper maintenance work, nothing extra will be paid except the quoted rates under SOQ. The timing of the shift/working may be changed at any time by the SAU. The agency has to depute relievers having similar experience during absence of mali's.

Sr. No	Minimum Manpower for Maintenance Works			
	Category	No's per day	Experience	Recovery in case of non-availability at site
A	Skilled Gardner(Malli)			
	First Two Years	9 No's	Skilled Gardner	Rs. 20,000 per month
	Third to sixth Year	7No's		
	Seventh Year	4 No's		
B	Supervisor (Horticulture)			
	First to Sixth Year	One	5yrs of field experience in similar works	Rs. 30,000 per month
	Seventh Year	On need basis		

6.5 ADDITIONAL CONDITIONS

- 6.5.1 These additional conditions of contract shall be read along with the general and special conditions of contract, Schedule of Quantities, Particular Specifications, Drawings and other documents relating to the work
- 6.5.2 The site is available in as is where is basis is, The contractor shall have to undertake the work according to specification and necessary carriage of soil or leveling work if required has to be performed before plantation.
- 6.5.3 The contractor shall provide all the necessary documentation for submitting the Compliance of transplantation and compensatory plantation within the stipulated time as per the permission obtained from the Department of Forest and wildlife, Govt. of NCT of Delhi.
- 6.5.4 The contractor shall propose techniques to improve soil moisture conservation activities on compensatory plantation and transplantation site, as per requirement of the Forest department and implement the same after acceptance from the Engineer in charge.
- 6.5.5 The contractor shall prepare and submit fresh drawing indicating the GPS Co-ordinates of the site where trees shall be transplanted and compensatory plantation, on the basis of the drawing provided by SAU, prior to commencement of work.
- 6.5.6 Extensive Interventions if any required to be undertaken for soil preparation, shall be carried out by the contractor, with approval from the Engineer in charge, without any extra cost/charges.
- 6.5.7 Within a week of completion of the work, the contractor shall prepare and submit a completion report for the transplantation and plantation undertaken as per forest requirement, and also submit it to forest department.
- 6.5.8 The contractor shall comply with the conditions of the 'Draft policy on Transplantation of trees' which is under active consideration with the State Government of Delhi.
- 6.5.9 The contractor shall prepare and submit the progress report of transplantation and plantation to the Tree officer, through the inspection officer concerned along with complete details of the trees. The contractor shall be responsible for required liaison, arranging site visits of the concerned tree officer of the Department of Forest and Wildlife, and assisting them in carrying out inspection and survey to comply with conditions of tree felling permission.
- 6.5.10 All the T&P, related spare parts, its repairing, fuel, flexible hosepipe, hessian cloth, brooms etc. required for execution and maintenance shall be arranged by the contractor at his own cost, noting extra will be paid.
- 6.5.11 The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work. They have to follow all the relevant security norms/guidelines of the concerned Department.

- 6.5.12 In order to ensure the suitability of good earth available at site for horticulture purpose, lab test will be required for good earth to be used. This will be done through SAU approved laboratory. SAU will bear the testing charges, rest will be arranged by the contractor.
- 6.5.13 The supply will be taken at site of work. The quantities may be increased or decreased as per actual requirements at site. Good earth and manure used for filling the pots/poly bags should be free from any inert material and mixed to proper ratio.

6.6 LIST OF TREES TO BE TRANSPLANTED

LIST OF TREES TO BE TRANSPLANTED					
FROM GEO-MORPHOLOGICAL RIDGE					
S. NO	TREE NO.	TREE	GIRTH	SPREAD	HEIGHT
1	B102	Roungé	0.90	5.60	3.50
2	B103	Roungé	0.50	3.00	3.50
3	B104	Roungé	0.45	4.00	3.50
4	B106	Roungé	0.20	5.00	6.50
5	B109	Roungé	0.40	3.00	6.50
6	B110	Roungé	0.40	3.00	6.50
7	B149	Neem	0.90	3.00	5.00
8	B149A	Neem	0.70	3.00	5.00
9	B149B	Neem	0.41	3.00	5.00
10	B149C	Neem	0.44	3.00	5.00
11	B151	Roungé	0.40	5.00	5.00
12	B152	Roungé	0.40	5.00	5.00
13	B153	Roungé	0.40	5.00	8.00
14	B158	Roungé	0.78	3.00	5.80
15	B161	Roungé	0.30	3.00	5.70
16	B162	Roungé	0.25	3.00	5.20
17	B164	Roungé	0.80	4.00	5.30
18	B181	Roungé	0.30	0.35	5.30
19	B182	Roungé	0.45	4.00	5.30
20	B186	Roungé	0.40	4.10	3.80
21	B187	Roungé	0.70	4.10	3.80

22	B188	Roung	0.25	4.20	3.80
23	B189	Roung	0.75	4.20	3.80
24	B190	Roung	0.45	4.30	3.80
25	B191	Roung	0.40	4.00	3.80
26	B192	Roung	0.25	5.10	3.80
27	B193	Roung	0.25	2.50	3.80
28	B196	Roung	0.40	3.00	3.80
29	B197	Roung	0.50	6.00	3.80
30	B202	Roung	0.40	6.00	3.60
31	B204	Hingroot	0.30	5.50	3.60
32	B205	Hingroot	0.35	5.50	3.60
33	B206	Hingroot	0.45	5.50	3.60
34	B207	Hingroot	0.50	5.50	3.60
35	B208	Roung	0.37	5.50	3.60
36	B209	Roung	0.42	5.50	3.60
37	B210	Roung	0.40	5.50	3.60
38	B211	Roung	0.55	5.50	3.60
39	B212	Roung	0.45	4.50	3.60
40	B213	Roung	0.45	5.50	3.60
41	B215	Roung	0.35	3.90	3.60
42	B216	Roung	0.35	5.50	3.60
43	B217	Roung	0.35	5.50	3.60
44	B218	Roung	0.55	5.50	3.60
45	B218A	Roung	0.55	5.50	3.60

46	B219	Roungé	0.50	5.50	3.60
47	B221	Roungé	0.60	5.50	6.30
48	B222	Roungé	0.40	5.50	6.30
49	B223	Roungé	1.20	5.50	6.30
50	B224	Roungé	0.75	5.50	6.30
51	B225	Roungé	0.56	5.50	6.30
52	B226	Roungé	0.55	4.50	6.30
53	B227	Roungé	0.45	4.50	6.30
54	B228	Roungé	0.90	3.50	6.30
55	B229	Roungé	0.50	6.50	6.30
56	B231	Roungé	0.90	6.50	6.30
57	B232	Roungé	0.50	6.50	6.30
58	B233	Roungé	1.10	6.50	6.30
59	B230	Roungé	0.60	6.50	6.30
60	B236	Roungé	0.50	5.10	6.30
61	B240	Roungé	0.35	5.10	6.80
62	B241	Roungé	0.40	5.10	6.50
63	B242	Roungé	0.60	5.10	6.50
64	B243	Roungé	0.60	5.10	6.50
65	B244	Roungé	0.35	5.10	6.50
66	B254	Jetti	0.25	3.00	3.00
67	B255	Jetti	0.35	3.00	3.00
68	B256	Jetti	0.40	3.00	3.00
69	B257	Jetti	0.20	3.00	3.00

70	B258	Jetti	0.25	3.00	3.00
71	B465	Roung	0.75	4.30	6.50
72	B467	Roung	0.50	6.50	4.00
73	B468	Roung	0.45	6.50	4.00
74	B469	Roung	0.45	6.50	4.00
75	B470	Beri	0.20	2.00	3.00
76	B500	Hingroot	0.25	2.00	3.60
77	B501	Hingroot	0.30	2.00	3.60
78	B502	Hingroot	0.20	1.00	3.60
79	B503	Hingroot	0.28	2.00	3.60
80	B515	Roung	0.40	4.30	4.40
81	B516	Roung	0.40	5.40	4.40
82	B517	Roung	0.30	5.40	4.40
83	B518	Roung	0.45	4.30	5.80
84	B519	Roung	0.42	4.30	5.80
85	B520	Roung	0.20	2.50	5.80
86	B521	Roung	0.35	4.30	5.80
87	B524	Roung	0.47	4.00	5.80
88	B525	Hingroot	0.40	4.00	5.80
89	B526	Hingroot	0.20	4.00	5.80
90	B530	Jatti	0.35	4.00	5.80
91	B531	Jatti	0.35	4.00	5.80
92	B532	Jatti	0.35	4.00	5.80
93	B533	Jatti	0.35	4.00	5.80

94	B544	Jatti	0.15	3.00	3.00
95	B545	Jatti	0.35	3.00	3.00
96	B546	Jatti	0.30	3.00	3.00
97	B605	Hingroot	0.25	3.00	5.40
98	B606	Hingroot	0.25	3.00	5.40
99	B607	Hingroot	0.10	5.00	5.40
100	B608	Hingroot	0.05	2.90	5.40
101	B609	Hingroot	0.20	2.90	5.40
102	B610	Hingroot	0.10	2.90	5.40
103	B611	Hingroot	0.15	2.90	4.60
104	B612	Hingroot	0.15	2.90	4.60
105	B613	Hingroot	0.15	2.90	4.60
106	B614	Hingroot	0.15	2.90	4.60
107	B615	Hingroot	0.20	2.90	4.60
108	B616	Hingroot	0.15	2.90	4.60
109	B617	Hingroot	0.25	2.90	4.60
110	B618	Hingroot	0.15	2.90	4.60
111	B619	Hingroot	0.10	2.90	4.60
112	B620	Hingroot	0.25	2.90	4.60
113	B621	Hingroot	0.15	2.90	4.60
114	B622	Hingroot	0.20	5.60	4.60
115	B623A	Hingroot	0.10	6.00	4.60
116	B624A	Hingroot	0.15	6.00	4.60
117	B625A	Hingroot	0.15	2.00	3.6

118	B626	Hingroot	0.15	2.00	3.6
119	B627	Hingroot	0.20	2.00	3.6
120	B628	Hingroot	0.30	2.00	3.6
121	B629	Hingroot	0.20	2.00	3.6
122	B630	Hingroot	0.30	2.00	3.6
123	B631	Hingroot	0.10	2.00	3.6
124	B632	Hingroot	0.10	2.00	3.6
125	B633	Hingroot	0.20	2.00	3.6
126	B634	Hingroot	0.25	2.00	3.6
127	B635	Hingroot	0.30	2.00	3.6
128	B636	Hingroot	0.15	2.00	3.6
129	B637	Hingroot	0.25	2.00	3.6
130	B638	Hingroot	0.15	2.00	3.6
131	B639	Hingroot	0.15	2.00	3.6
132	B640	Hingroot	0.10	1.00	2
133	B641	Hingroot	0.10	1.00	2
134	B642	Hingroot	0.10	1.00	2
135	B649	Beri	0.20	2	3
136	B650	Roungue	0.50	3.0	4.0
137	B651	Roungue	0.50	3.0	4.0
138	B652	Roungue	0.50	3.0	3.5
139	B653	Roungue	0.40	3.0	3.5
140	B667	Roungue	0.30	3.0	4.0
141	B668	Roungue	0.30	3.0	4.0

142	B669	Roungé	0.30	3.0	4.0
143	B672	Roungé	0.30	3.0	4.0
144	B673	Roungé	0.30	3.0	4.0
145	B675	Roungé	0.30	3.0	4.0
146	B677	Roungé	0.35	3.0	3.0
147	B678	Roungé	0.25	3.0	3.0
148	B679	Roungé	0.35	3.0	3.0
149	B680	Roungé	0.35	3.0	3.0
150	B681	Roungé	0.35	3.0	3.0
151	B682	Roungé	0.35	3.0	3.0
152	B683	Roungé	0.35	3.0	3.0
153	B684	Roungé	0.30	3.0	3.0
154	B685	Roungé	0.35	3.0	3.0
155	B686	Roungé	0.90	3.0	3.0
156	B687	Roungé	0.80	3.0	3.0
157	B688	Roungé	0.50	3.0	3.0
158	B689	Roungé	0.50	3.0	4.0
159	B690	Roungé	0.50	3.0	4.0
160	B691	Roungé	0.45	3.0	2.0
161	B692	Roungé	0.45	3.0	4.0
162	B693	Roungé	0.45	3.0	3.6
163	B694	Roungé	0.45	3.0	3.6
164	B695	Roungé	0.40	3.0	3.6
165	B696	Roungé	0.40	3.0	3.0

166	B697	Roung	0.40	3.0	4.0
167	B698	Roung	0.40	3.0	4.0
168	B699	Roung	0.40	3.0	4.0
169	B700	Hingroot	0.40	3	4
170	B701	Hingroot	0.15	2	3
171	B702	Hingroot	0.15	2	3
172	B703	Hingroot	0.15	2	3
173	B704	Hingroot	0.15	2	3
174	B705	Hingroot	0.15	2	3
175	B706	Hingroot	0.15	2	3
176	B707	Hingroot	0.15	2	3
177	B708	Roung	0.20	2.0	3.0
178	B709	Roung	0.50	3.0	3.0
179	B710	Roung	0.30	2.0	4.0
180	B711	Roung	0.40	3	3.6
181	B712	Roung	0.50	3	3.6
182	B713	Roung	0.80	3	3.6
183	B714	Roung	0.80	4	4
184	B715	Roung	0.25	3	3
185	B716	Neem	0.30	3	4
186	B717	Roung	0.30	3	3.6
187	B718	Roung	0.30	3	3.6
188	B719	Roung	0.30	3	3.6
189	B720	Roung	0.30	3	3.6

190	B721	Roung	0.30	3	3.6
191	B722	Roung	0.25	3	3.6
192	B723	Roung	0.40	3	3.6
193	B724	Roung	0.30	3	3.6

6.7 SCHEDULE OF DRAWINGS		
1	LA-A-2.0 Transplantation Plan	- LA-A-2.0 - Transplantation Plan
2	LA-A-2.1 Compensatory Plantation Plan	- LA-A-2.1 – Compensatory Plantation Plan

7.0 PART C
SCHEDULE OF QUANTITIES

Name of work: "Transplantation and Compensatory plantation of Trees including maintenance upto seven years, at South Asian University(SAU) Campus, Maidanghari, New Delhi."."

Calculation of Eligibility Criteria			
S.No.	Description of Work	Amount (Rs.)	
1	SCHEDULE A - DSR 2018 ITEMS	48,14,705	
2	SCHEDULE B - NON DSR ITEMS	55,62,492	
3	SCHEDULE C - MAINTENANCE WORKS	173,28,418	
	Total	277,05,615	

SCHEDULE-A - ABSTRACT OF DSR 2018 ITEMS

Tenderer has to quote % above/below/ at Par for the following grouped items
Compensatory Plantation works

S.No.	Description of Work	Amount (Rs.)
1	PREPARATORY WORKS- Jungle cleaning etc	₹ 28,94,830.00
2	Plantation of Trees	₹ 11,59,710.00
3	Supply of Manure and Earth filling in Planters	₹ 7,60,165.00
TOTAL		₹ 48,14,705.00
Percentage quoted by the tenderer above/below/at Par of the Total Amount (in %) in figures		
Percentage quoted by the tenderer above/below/at Par of the Total Amount (in %) in words		
Total Quoted Amount in Figures (in Rs.)		
Total Quoted Amount in Words		
*GST extra as applicable		

SCHEDULE A (DSR ITEMS)**Schedule of Quantities for Compensatory Plantation****(Rates are without GST)**

Sl. No.	DSR Item No	Description	Quantity (Nos)	Unit	Rate (Rs.)	Amount (Rs)
1		Preparatory Works (These works are to be executed after taking pre measurement and directions of engineer in charge/PA/SAU)				
1.1	2.31	Clearing jungle including uprooting of rank vegetation, grass, brush wood,trees and saplings of girth up to 5 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 500 m outside the periphery of the area cleared.	30000	sqm	10.80	324000
1.2	2.28.1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 500 m and lift up to 1.5 m. 2.28.1 All kinds of soil	20000	sqm	20.95	419000
1.3	Derived on DSR items	Supplying of Plant and Mechinery on hire basis, including cost of services, operating staff (one operator+ one helper), P.O.L., all other consumables, for running them complete on day basis (1 day = 8 working hours excluding lunch time)				
1.3.1	0020	JCB OR Hydraulic Excacavator 1 cum,	15	DAYS	8050	120750
1.3.2	0039	Tracktor with trolley	30	DAYS	1552	46560
1.3.3	0049	Dozer D-80-A 12	80	Hour	1725	138000
1.4	1.1.18	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	500	Cum	284.60	142300

1.5		Providing and Fixing complete fencing consisting of, GI chainlink fabric fencing made of G.I. wire of dia. 4 mm, PVC coated to achieve outer dia not less than 5 mm in required colour and shade, including excavation, concrete block (1:3:6) of of size 300 x 300 x 450 mm, fixing MS angles post of size 40x 40x 6 - 2 no's (welded back to back) @ 2 meter center to center, every 15th post, and corner post shall be strutted on both sides and end post on one side only with same size angle, fixing top and bottom horizontal angle of size 35x 35 x 6 mm including painting two coats of enamel paint of approved shade, firmly fixing chainlink fabric mesh with the help of 3.5mm dia self tapping screw, plate/washer for proper holding including making gates wherever required, all complete as per drawing and to the satisfaction of engineer -in-charge.	980	sqm	1739.00	1704220
TOTAL (A)						2894830
2		Plantation of Trees				
		Plantation of Trees including excavating pit of suitable size, filling the pit with well proportioned mixture of mother earth, sweet earth, sand and organic manure (5:3:1:1) including mixing, making basin and watering at the time of plantation, carriage of plants and trees from the store/nursery within the site to the plantation area complete in all respects. including fixing of supports required for keeping the plants in exact position etc. (all including except cost of supply of plants, sand and organic manure).				
2.1	DSR ITEM NO 2.14.1 + 2.57.1	Trees (Hole size: Dia 1200mm and 1200mm deep)	3720.00	Nos	311.75	1159710
Total (B)						1159710

3		Supply of Manure/Sand				
3.1	DSR ITEM NO 2.25	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 5 k.m.lead complete (Cattle manure measured instacks will reduced by 8% for Payment). Supply should be from approved source, including carriage loading & unloading . The agency will get the sample approved from the Engineer-in-charge prior to procurement.	700.00	Cum	230.45	161315
3.2	DERIVED FROM DSR ITEM NO 2.27 (P101)	Supplying and stacking at site Yamuna sand, including all lead complete. The agency will get the sample approved from the Engineer-in-charge prior to procurement.				
		Screened through sieve of I.S. designation 20 mm	700	Cum	855.50	598850
		Total (C)				760165
		TOTAL A+B+C				4814705

SCHEDULE-B - ABSTRACT OF NDSR ITEMS

Tenderer has to quote % above/below/ at Par for the following grouped items

Supply of Plants and Transplantation of Trees

S.No.	Description of Work	Amount (Rs.)
1	Supply of Trees for compensatory plantation	₹ 15,73,992.00
2	Transplantation of Trees	₹ 39,88,500.00
TOTAL		₹ 55,62,492.00
Percentage quoted by the tenderer above/below/at Par of the Total Amount (in %) in figures		
Percentage quoted by the tenderer above/below/at Par of the Total Amount (in %) in words		
Total Quoted Amount in Figures (in Rs.)		
Total Quoted Amount in Words		
*GST extra as applicable		

SCHEDULE-B (NDSR ITEMS)
Schedule of Quantities for Compensatory Plantation

Sl. No.	Description	Quantity	Unit	Rate (Rs.)	Amount (Rs)	
1	Supply of Trees for compensatory plantation					
	Supplying at site healthy, disease free and well developed Trees of height 6'to 8' as per details mentioned below, including cost of transportation, loading and unloading and providing the required intermittent care in the course of transportation and till completion of work. Plants to be supplied in polybag/HDPE bag of suitable size				*Rates are based on three quotations collected by Pafrom Market and lowest of them.	
	Common name	Botanical name	Quantity	Unit	Rate	Amount
1	NEEM	<i>Azadirachta indica</i>	102	Nos	480	48960
2	MAHARUKH	<i>Ailanthus excelsa</i>	155	Nos	425	65875
3	SIRIS	<i>Albizia lebbek</i>	58	Nos	425	24650
4	KACHNAR PURPLE	<i>Bauhinia purpurea</i>	97	Nos	281	27257
5	KACHNAR WHITE	<i>Bauhinia variegata</i>	115	Nos	425	48875
6	SILK COTTON	<i>Bombax ceiba</i>	61	Nos	425	25925
7	AMALTAS	<i>Cassia fistula</i>	154	Nos	425	65450
8	BARNA	<i>Crataeva adansonii subsp.odora</i>	70	Nos	425	29750
9	KRISHNA FIG	<i>Ficus benghalensis var. krishnae</i>	97	Nos	425	41225
10	MYSORE FIG	<i>Ficus drupacea var. pubescens</i>	40	Nos	425	17000
11	PILKHAN	<i>Ficus virens</i>	6	Nos	425	2550
12	MAHUA	<i>Madhuca longifolia var latifolia</i>	36	Nos	425	15300
13	KUSUM	<i>Schleichera oleosa</i>	95	Nos	425	40375
14	JAMUN	<i>Syzigium cumini</i>	152	Nos	425	64600
15	CHAMPAKA	<i>Michelia champaca</i>	29	Nos	425	12325
16	KAIM	<i>Mitragyna parvifolia</i>	21	Nos	425	8925
17	CORAL TREE	<i>Erythrina stricta</i>	38	Nos	425	16150
18	GAMHAR	<i>Gmelina arborea</i>	83	Nos	425	35275
19	BAKAIN	<i>Melia azedarach</i>	50	Nos	425	21250
20	GONJ	<i>Millettia ovalifolia</i>	50	Nos	425	21250
21	INDIAN CORK TREE	<i>Millingtonia hortensis</i>	51	Nos	425	21675
22	ARJUN	<i>Terminalia arjuna</i>	72	Nos	425	30600
23	BAHEDA	<i>Terminalia bellirica</i>	40	Nos	425	17000
24	HERADA	<i>Terminalia chebula</i>	43	Nos	425	18275
25	PEAR	<i>Pyrus communis</i>	41	Nos	425	17425
26	RESHAM RUI	<i>chorisia speciosa</i>	18	Nos	425	7650
27	SHISHAM	<i>Dalbergia sissoo</i>	64	Nos	281	17984
28	KHAIR	<i>Acacia catechu</i>	106	Nos	425	45050
29	RONJH	<i>Acacia leucophloea</i>	121	Nos	425	51425
30	BABUL	<i>Acacia nilotica</i>	154	Nos	425	65450
31	KUMTTHA	<i>Acacia senegal</i>	23	Nos	425	9775
32	DHAU	<i>Anogeissus acuminata</i>	173	Nos	425	73525
33	DHAK	<i>Butea monosperma</i>	134	Nos	425	56950
34	BISTENDU	<i>Diospyros cordifolia</i>	14	Nos	425	5950
35	LAUREL FIG	<i>Ficus microcarpa</i>	14	Nos	425	5950
36	GOOLAR	<i>Ficus racemosa</i>	116	Nos	425	49300
37	PHALSA	<i>Grewia subinaequalis</i>	42	Nos	425	17850
38	HALDU	<i>Haldina cordifolia</i>	140	Nos	425	59500
39	ANJAN	<i>Hardwickia binata</i>	115	Nos	425	48875

40	KANJU	<i>Holoptelea integrifolia</i>	20	Nos	425	8500
41	MAULSARI	<i>Mimusops elengi</i>	14	Nos	425	5950
42	KHABBAR	<i>Salvadora oleoides</i>	11	Nos	425	4675
43	PEELU	<i>Salvadora persica</i>	66	Nos	425	28050
44	ROHEDA	<i>Tecomella undulata</i>	128	Nos	425	54400
45	INDIAN WILLOW	<i>Salix tetrasperma</i>	65	Nos	425	27625
46	BAEL	<i>Aegle marmelos</i>	10	Nos	425	4250
47	JACK FRUIT	<i>Artocarpus heterophyllus</i>	24	Nos	425	10200
48	LEMON	<i>Citrus limon</i>	43	Nos	375	16125
49	CHAMROD	<i>Ehretia laevis</i>	68	Nos	425	28900
50	MANGO	<i>Mangifera indica</i>	102	Nos	425	43350
51	DRUM STICK	<i>Moringa oleifera</i>	21	Nos	425	8925
52	AMLA	<i>Phyllanthus officinalis</i>	13	Nos	425	5525
53	ANAR	<i>Punica granatum</i>	43	Nos	187	8041
54	FISH TAIL PALM	<i>Caryota urens</i>	102	Nos	650	66300
Total A			3720			1573992
2	Transplantation					
1	<p>Transplantation of Trees within campus including safe removal of trees from existing location, excavation around existing tree, properly forming root soil bulb and wrapping, bar lapping, lifting, loading, transportation of existing tree to new location, including excavating pits of minimum size 1.2mtr x 1.2 mtr x 1.2mtr deep for placing tree at new place, and filling the pit with a mixture of available/existing soil, good earth, sand and manure, fertilizer, hormones and bio fertilizer in appropriate ratio. Each tree should be firmly secured to the stake so as to prevent excessive movement, flooding with water, dressing including weeding, watering, spraying, guying and fertilizer application. including maintenance of plants upto completion of transplantation and plantation work (schedule A&B). Payment will be in parts as below: Part 1) 70% after tree transplantation, Part 2) 20% after sprouting and establishment of tree after one year of transplantation, Part 3) 10% after maintenance period of 2 years and successful establishment of tree) Note: "If transplanted tree count after 02 years maintenance period is found less than 80%, the recovery shall be made at the rate of Rs.56,000/- per tree for mortality beyond 20%".</p>					
a	Trees of Girth =<200mm		45	Nos	12500	562500
b	Trees of Girth 201=<300mm		41	Nos	18000	738000
c	Trees of Girth 301=<500mm		81	Nos	24000	1944000
d	Trees of Girth 501=<900mm		24	Nos	28000	672000
e	Trees of Girth >901mm		2	Nos	36000	72000
Total B			193			3988500
TOTAL A+B						5562492

SCHEDULE-C**ABSTRACT OF MAINTENANCE ITEMS(DSR 2018)**

Tenderer has to quote % above/below/ at Par for the following grouped items

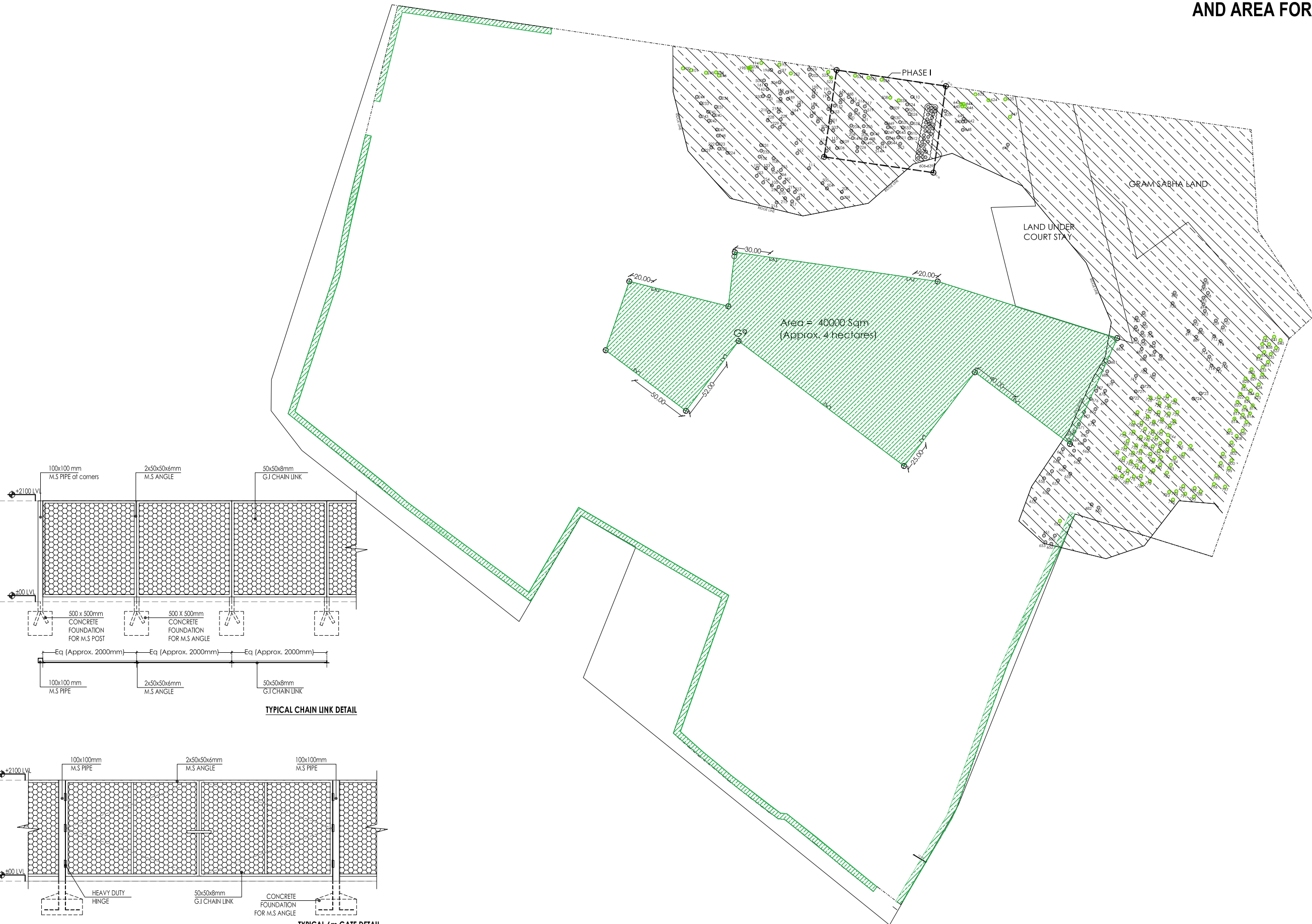
Maintenance of Transplanted Trees and Newly Planted Trees

S.No.	Description of Work	Amount (Rs.)
1	Maintenance of Transplanted Trees and New Planted Trees	₹ 173,28,418.00
	TOTAL	₹ 173,28,418.00
	Percentage quoted by the tenderer above/below/at Par of the	
	Percentage quoted by the tenderer above/below/at Par of the Total Amount (in %) in words	
	Total Quoted Amount in Figures (in Rs.)	
	Total Quoted Amount in Words	
*GST extra as applicable		

SCHEDULE C**Maintenance of Transplanted Trees and Newly Planted Trees**

SI No.	Description	Month	Quantity (Trees)	Unit	Rate (Rs.)	Amount (Rs.)
1	Maintenance of all Trees					
	<p>The contractor has to provide Comprehensive Maintenance to all trees planted/transplanted under this contract by deploying adequate no of skilled mali's, supervisor etc for performing regular activities like making basin, weeding, hoeing, application of fertilisers & anti-termite treatment, watering, staking of plants all T&P like khurpa, phawrah, basket, uniform etc., cleaning out the surrounding area of tree with garden swords, manure, pesticides, fertilisers, water and all other consumables including watch and ward, complete to the satisfaction of Engineer- in-charge as per description of item hereunder and also as per the conditions of the contract from the date of completion and handing over of the work for maintenance as specified below.</p> <p>The contractor shall be responsible for compliance of all conditions mentioned in Tree removal permission, (except disposal of trees to be cut), as recived by SAU and will provide at least the number of manpower givin in condition of contract.)</p>					
1.1	Transplanted trees, up to two Years after completion of the work	24	193	Per Tree per month	66.8	309418.00
1.2	Trees under Compensatory plantation, up to five Years after completion of the work. (Continuation of maintenance for another two years (beyond 5 year) shall be considered by SAU as per requirement and will be carried out only after written instructions of SAU).					
1.2.1	upto Three Years after completion of work	36	3720	Per Tree per month	66.8	8945856.00
1.2.2	from Fourth Years to Fifth Years after completion of work	24	3720		55.65	4968432.00
1.2.3	Six Years after completion of work (Ref 1.2 above).	12	3720		55.65	2484216.00
1.2.4	For Seventh Year after completion of work	12	3720		13.9	620496.00
Total						17328418.00

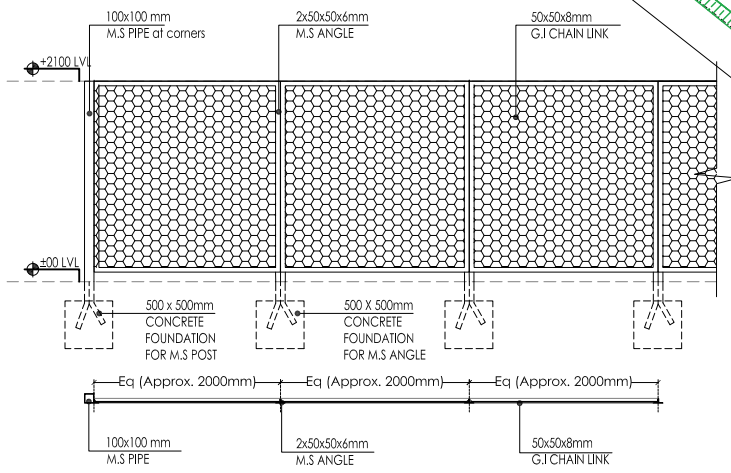
5.5. SITE PLAN SHOWING TREES TO BE TRANSPLANTED AND AREA FOR TRANSPLANTATION



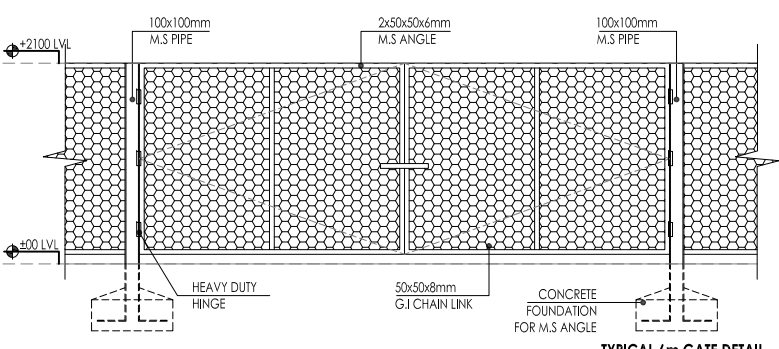
LEGEND

- GEO-MORPHOLOGICAL RIDGE
- TREES TO BE SAVED
- TREE TO BE FELLED
- TREE TO BE TRANSPLANTED
- AREA FOR TRANSPLANTATION AND COMPENSATORY
- FENCING ASPER DETAIL

TREES ON GEO MORPHOLOGICAL RIDGE		
DESCRIPTION	PLANTATION -	COUNT
TOTAL TREES		503
TREES TO BE SAVED		131
TREES TO BE FELLED		179
COMPENSATORY PLANTATION		3720



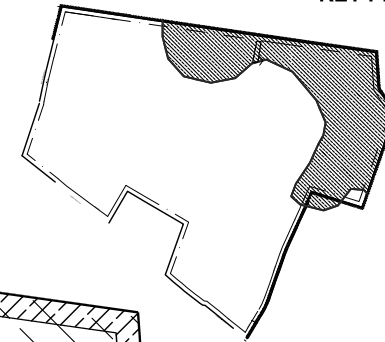
TYPICAL CHAIN LINK DETAIL



TYPICAL 6m GATE DETAIL

PROJECT-	SOUTH ASIAN UNIVERSITY, VILLAGE MAIDAN GARHI, NEW DELHI	
OWNER-	SOUTH ASIAN UNIVERSITY, AKBAR BHAWAN, CHANAKYAPURI, NEW DELHI	
ARCHITECTS-	archiplan - abrd jy C-38, Golf View Apartments, Saket, New Delhi - 110017 Tel : 011 4654 2974 Email : archiplanabrdjy@gmail.com	
DRAWING TITLE-	TRANSPLANTATION & COMPENSATORY PLAN	
TENDER DRAWING		
SCALE-	NTS	NORTH -
DATE-	21 - 09 - 2020	
ARCHITECT'S SIGN.	OWNER'S SIGN.	

KEY PLAN



LEGEND

- GEO-MORPHOLOGICAL RIDGE
- FOREST NOTIFICATION OF 1994
- FOREST NOTIFICATION OF 1996
- TREES TO BE SAVED
- TREE TO BE FELLED
- TREE TO BE TRANSPLANTED

TREES ON GEO MORPHOLOGICAL RIDGE	
DESCRIPTION	COUNT
TOTAL TREES	580
TREES TO BE SAVED	208
TREES TO BE FELLED	179
TREES TO BE TRANSPLANTED	(44+135) 193

Note: This is an indicative drawing based on preliminary site survey. The exact location of the trees numbered on site will have to be determined through detailed site survey

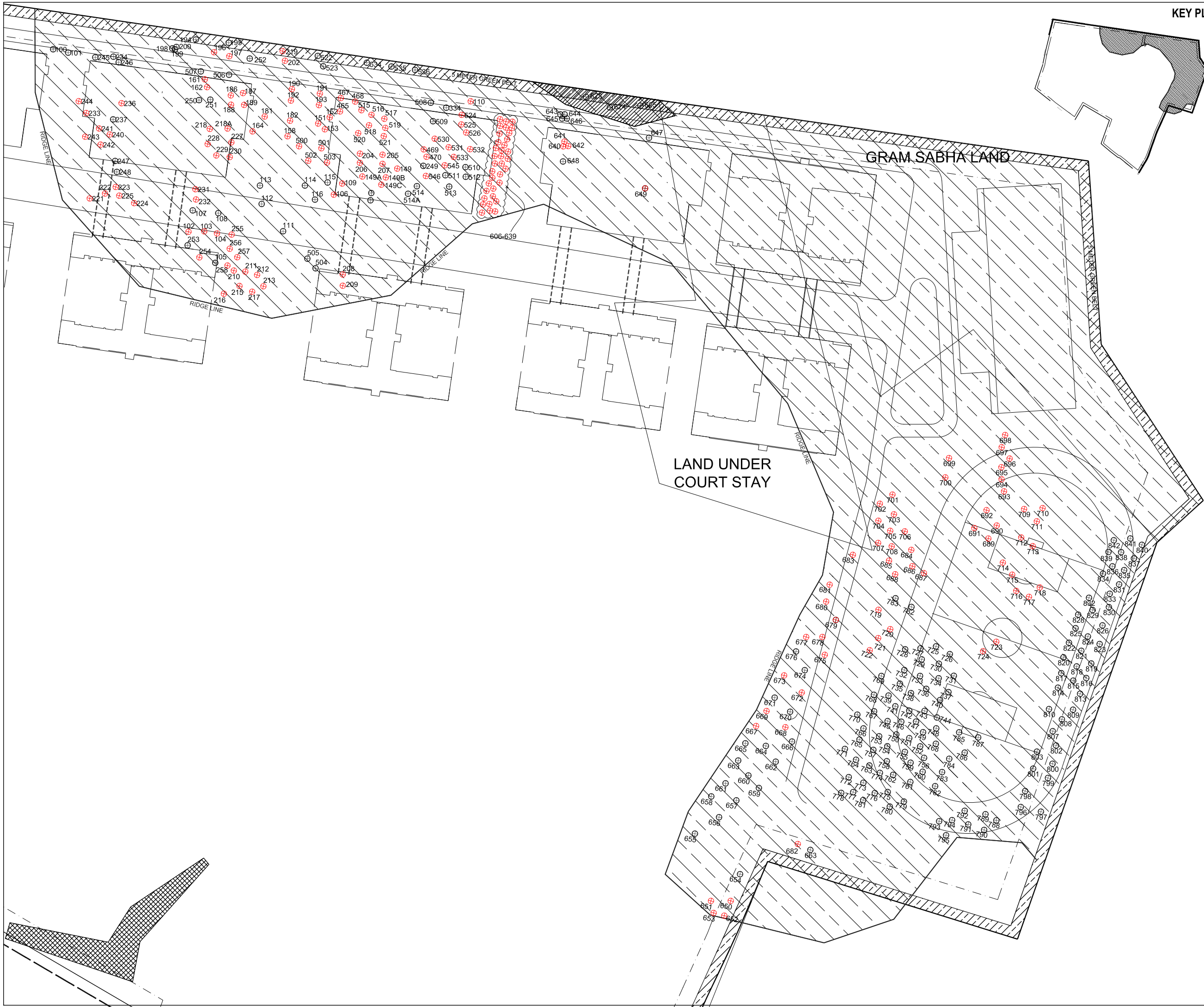
PROJECT-	SOUTH ASIAN UNIVERSITY, VILLAGE MAIDAN GARHI, NEW DELHI
OWNER-	SOUTH ASIAN UNIVERSITY, AKBAR BHAWAN, CHANAKYAPURI, NEW DELHI
ARCHITECTS-	archiplan - abrd jv C-38, Golf View Apartments, Saket, New Delhi -110017 Tel : 011 4654 2974 Email : archiplanabrd@gmail.com

DRAWING TITLE-
**TREE TRANSPLANTATION PLAN
(Tender drawing)**

SCALE-	NORTH - N
NTS	

DATE- 16.07. 2020	DWG. NO.- LA-A-2.1
----------------------	------------------------------

ARCHITECT'S SIGN.	OWNER'S SIGN.
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GOVT. OF NCT OF DELHI
OFFICE OF THE DY. CONSERVATOR OF FORESTS (SOUTH)
NEAR DR. KARNI SINGH SHOOTING RANGE
TUGHLAKABAD NEW DELHI-110044

R- No. 1341/TO(S) /TC-Felling/2018-19/ 147


Dated:- 23/6/2020

Sub: - Permission to felling/transplant tree.

With reference to application dated 17.12.2018 for grant of permission to fell/transplant trees, Sh. A.K. Malik, Registrar, Akbar Bhawan (South Asian University), Chanakyapuri, New Delhi is hereby informed that he is granted permission to fell/transplant the tree/s (as per details indicate below) for the construction of building at South Asian University Campus, Maidan Garhi, New Delhi subject to the satisfaction of the terms and conditions hereinto specified:-

Details of trees

S. No.	Species /Girth mtr	Nos. of tree	Location/Serial No.	Remarks
1.	Authenticated list of trees attached at Page No. 3-14 of the permission.	179	179 Tree (Permitted to be removed)	Permission is granted for felling of the trees mentioned herein.
2.		193	193 Tree (Permitted to be transplanted)	Permission is granted for transplantation of the trees mentioned herein.


 23/6/20
Tree Officer & Dy. Conservator of Forest
South Forest Division

To,

Sh. A.K. Malik,
 Registrar Akbar Bhawan,
 (South Asian University),
 Chanakyapuri, New Delhi.

Terms & Conditions

- The Range Forest Officer or authorized forest official of South Forest Division shall mark the trees before cutting/transplanting them by User Agency.
- Three Thousand Seven Hundred Twenty Two (3720) tree sapling of indigenous species 6-8 feet height will be planted as compensatory plantation in ratio 1:10 on non-forest land in lieu of removal of 179 No. and transplantation of 193 nos trees. The plantation will be done following site specific plantation techniques with additional measures on identified land within three months of issue of tree removal permission and maintenance for next Seven (7) years would be carried out thereafter by User Agency with their own funds.
- A sum of Rs. 02,12,04,000/- (Rupees Two Crore Twelve Lakh Four Thousand Only) has been received towards security deposit for creation and maintenance of compensatory plantation for a period of Seven (7) years and the fund shall be utilized for compensatory plantation by the Forest Department if the User Agency fails to successfully raise compensatory plantation. The User Agency shall also deposit extra site improvement expenses which may be required to make the site suitable for plantation as calculated by Tree Officer concerned (as deposits).
- The compensatory plantation of tree(s) as mentioned below shall be done by the applicant at the area mentioned below, and it shall be maintained for seven (7) year and photographic/videographic evidence in due course shall be submitted for necessary action

S.No.	Species	No.
1.	Native tree species such as Neem, Amaltash, Peepal, Pilkhun, Gular, Bargad, Desi Kikar etc.	100% compensatory plantation of Three Thousand Seven Hundred Twenty Two (3720). trees to be planted by applicant/User Agency, in the Central Green South Asian University Campus, Maidan Garhi, New Delhi.

- Transplantation of 193 Nos trees which are standing on site shall be done by User Agency in the location as mentioned above.
- The compliance certificate of compensatory plantation must be submitted to the office of the undersigned by the end of Aug-2020.
- The land over which compensatory plantation is raised shall not be utilized for any other purpose without the approval of Tree Officer concerned
- Detailed plantation schedule will have to be submitted by User Agency in compliance with Section 12 of DPFA-1994 before initiating felling/transplantation.
- User Agency shall submit a detailed plan for site preparation and plantation before initiating felling/transplantation.

o/c

10. The User Agency shall implement the improved soil moisture conservation activities on compensatory plantation/transplantation
11. Transplantation of trees shall be initiated immediately after permission is issued and should be completed not later than 03 months, after which a completion report has to be submitted to the Tree Officer. The spacing of the transplantation of trees shall not be less than 4 meter (point to point) at transplantation site.
12. A draft policy on transplantation of trees is under active consideration with State Government of Delhi therefore, any change brought in to effect due to implementation of the policy in future, permission would be modified to that extent with the approval of Competent Authority with prospective effect.
13. Permission to fell/transplant of 372 trees is granted at the risk of the applicant and without prejudice to the claim(s) of any other person/s who may be having any right(s) over the land or the trees.
14. The applicant shall ensure that there is no pending litigation or stay order passed by any court of law/other authority before undertaking felling of trees.
15. Before the felling/transplantation of trees from the site is commenced all requisite statutory clearances shall necessarily be obtained by the user agency.
16. The User Agency shall submit fresh drawing indicating the GPS Co-ordinates of site where trees shall be transplanted and compensatory plantation is proposed to be carried out.
17. The User Agency shall ensure that the plan of this proposal is not changed.
18. Progress report of transplantation shall be submitted through inspection officer concerned along with complete details of trees
19. The timber obtained from removal of trees shall be auctioned by the user agency. The proceeds will be deposited as revenue to the Govt account. The lops and tops of trees will be sent/supplied to nearest crematorium free of cost and the same should be reported to DCF(South)/Tree Officer.
20. Before shifting of timber if any, from site removal of trees, permission for transportation of the said wood shall be obtained from Tree Officer (South).
21. All the conditions mentioned in environmental clearance by competent authority must be complied with
22. Felling/transplantation of trees and transportation of forest produce arising therefrom to the public crematorium shall be completed within 90 days.
23. The transplantation must be carried out prior to felling of 179 trees permitted herein. The 179 trees may be removed/felled after successful transplantation of 193 trees and submission of compliance certificate to this office.
24. Felling/transplantation of any tree apart from 372 trees by User Agency shall constitute an offence under DPTA-1994
25. The permission for felling/transplantation of trees pertains to only 5.763 Ha area under Geomorphological Ridge in respect of which the User Agency has already deposited 5% of Project Cost amounting to 8,91,00,000/- (Eight Crore Ninety One Lakh) with R.M.B. vide Cheque No.338126 dated 17.8.2018.
26. All conditions included by the CEC in its recommendation and incorporated by Hon'ble Supreme Court in order dated 17.7.2018 shall be complied with by the User Agency.
27. All conditions vide letter dated 30.6.2015 issued by Ministry of Environment, Forests & Climate Changes Wildlife Division, Govt shall be complied with by the User Agency.

Copy submitted for information to:-

- The Principal Chief Conservator of Forests, Government of National Capital Territory of Delhi.


 23/6/20
 Tree Officer and Deputy Conservator of Forest
 South Forest Division