

SOUTH ASIAN UNIVERSITY

Akbar Bhawan, Chanakyapuri, New Delhi



Tender Document

CONSTRUCTION OF BOUNDARY WALL IN REMAINING PORTION OF THE SOUTH ASIAN UNIVERSITY(SAU) CAMPUS, MAIDANGARHI, NEW DELHI 110068.(Package-1A)



Section - I

Notice Inviting e- Tenders

Section- II

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

Section- III

Special Condition, Technical Specification

Section - IV

Schedule of Drawings

Section - V

Schedule of Quantities

February, 2022



NOTICE INVITING TENDER (NIT)N.I.T.No.30/NIT/SAU/2020 / *Second Call*

Name of work: Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at MaidanGarhi, New Delhi 110068. (Package-I A).

Estimated Cost put to tender: **Rs.2,54,98,794/-**

Earnest Money	Rs 5,10,000/-
Performance Guarantee	5% of tendered value. (After recording of completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor)
Security Deposit	2.5% of tendered value.
Time For Completion of work	12 Months

Certified that this NIT contains Part-A from **Page 6 to Page 61**, Part-B from **Page 62 to Page 89**, Part-C from **Page 90 to Page 96** with modifications and corrections up to 11th September 2020

Prepared By

Vetted By:

PA:



SAU

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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 bid in single bid system (Financial bid) from eligible tenderers/bidders, registered/enlisted in the appropriate class/category for Civil/composite works in CPWD/MES/Telecom/Railways, for the following works:

NITNO:30/NIT/SAU/2020 / *Second call*

Name of work: Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068 (Package-IA).

Estimated Cost put to tender	Rs.2,54,98,794/-
Earnest Money	Rs.5,10,000/-
Time for Completion	12 Months
Last Date and Time for Submission of Tenders	18.02.2022 (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

Sd/-
Registrar

South Asian University



ELIGIBILITY CRITERIA



3.1 INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING (FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE)

Applicable for inviting bid (single bid systems)

Registrar, South Asian University (SAU), New Delhi, 21 on behalf of the President, SAU invites online percentage rate bids in single bid system (Financial bid) from eligible tenderer/bidders, registered/enlisted in the appropriate class/category for Civil/composite Works in CPWD/MES/Telecom/Railways, for the following works:

3.1.1 DETAILS OF WORK FOR WHICH TENDER HAS BEEN INVITED:

1	NIT No.	30/NIT/SAU/2020 / <i>second call</i>
2	Name of Work & Location	Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Village Maidan Garhi, New Delhi, 110068. (Package-1 A)
3	Estimated Cost put to tender	Rs.2,54,98,794/-
4	Earnest Money	Rs 5,10,000/-
5	Time for Completion of work	12 Months
6	Last date and time of submission of online tender along with copy of receipt of deposition of original EMD, e-tendering processing fee and other documents as specified in the tender document.	18.02.2022 (3.00 pm)
7.	Time & date of opening of bid	18.02.2022 (3.30 pm)



1. The intending Tenderer must read the terms and conditions of NIT/ form CPWD-6 (Notice inviting e-Tender) carefully. They should only submit their Tender 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 3.3.1(CPWD-6)**
2. Information and Instructions for Tenderers posted on website shall form part of Tender Documents.
3. The full bid document consisting of plans, specifications, the schedule 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 Tender 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 for deposition of Original EMD to South Asian University and other documents as specified. Format of EMD receipt is attached with at 3.1A.
5. Those 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 Tenderer must have valid **Class-III digital signature** to submit the Tender.
7. On tender opening date of the financial bid the contractor can login and see the Tender opening process. After opening of Tenders, he will receive the competitor Tender sheets.(comparative statement sheets)
8. Bidders can upload documents in **JPG** and **PDF** format.
9. List of document 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 Items based on CPWD DSR 2019.** Contractor shall quote definite percentage, above/below or at par at the designated place. If any part of SOQ or the summary of items is left blank by the bidder, the it 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 no percentage is quoted by the bidder, percentage of such head 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 Financial bid shall be opened on due date and time as mentioned above.
13. If any information furnished by the applicant is found incorrect at a later stage, **and it is found that the tenderer/bidder does not qualify as per the terms and condition of 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. 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).

Self attested copies of all the documents shall be uploaded and originals kept ready as these can be called for verification


Registrar,

For and on behalf of the President, SAU



3.1A FORMAT FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt No.....#..... /date.....#.....	
Name of Work: Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi, 110068. (Package-1 A).	
NIT No. : 30/NIT/SAU/2020	
1. Estimated Cost: Rs.2,54,98,794/-	
2. Amount of Earnest Money Deposit	: Rs 5,10,000/-
3. Last date of submission of Tender	: 18.02.2022 (3.00 pm)
4. Name of Contractor :	#.....
5. Form of EMD	#.....
6. Amount of Earnest Money Deposit	#.....
7. Date of submission of EMD	#
Signature,	
(Name and Designation of EMD receiving officer along with Officer stamp)	
(# to be filled by EMD receiving authority)	

Note:

1. The Authority receiving EMD in original form examines the EMD deposited by the Tenderer and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority.
2. 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.	Integrity Pact
4.	Integrity Agreement
5.	Certificates of Works Experience (Form „C“, „D“ & „E“). (Section 4.3.2, 4.3.3 & 4.3.4)
6.	Structure & Organization (Form „F“).
7.	Details of Technical & Administrative Personnel (Form „G“). (section 4.3.6)
8.	Details of Construction Equipment likely to be used in carrying out the work (Form „H“). (of section 4.3.7)
9.	Work Experience: List of similar past works and performance on these works during last seven years but not more than 10 works.
10.	Certificate of Registration for Goods & Services Tax(GST)and acknowledgement of up to date filed return.
11.	Affidavit regarding execution of qualifying work as mentioned under Para 1.5 (vi) of section 3.3
12.	Affidavit as mentioned under Para1.5 of section 4.2 - Guidelines for Tenderers
13.	Affidavit to the effect of not being black listed by any agency, as mentioned under Para1.7 of section 4.2 - Guidelines for Tenderers
14.	Certificate of enlistment under civil works category in CPWD/MES/Railways/ Telecom in appropriate category
15.	Copy of PAN card.
16.	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 tenders in single bid system from eligible tenderer/bidders, registered/enlisted in the appropriate class/category for Civil/Composite Works in CPWD/MES/Telecom/Railways, for the following works:

“Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi, 110068. (Package-1 A).”

(Important; The South Asian University is an International University established by eight member states of SAARC region. It has been established by an act of parliament in 2008 and granted the immunity and privileges at par with united nations organisations as per ministry of External Affairs (MEA) , Govt. of India, Gazette notification dated 15th January 2009. The University is being run by contribution from all member states, however 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 General Financial Rules (GFR) as amended from time to time..

General Details:

1	1.1	<p>The work is estimated to cost Rs.2,54,98,794/-</p> <p>The estimated cost is based on CPWD DSR 2019 (civil) .This estimated cost, however, is given merely as a rough guide.</p> <p>Intending tenderer may submit the Tender after satisfying themselves that they fulfil the following eligibility criteria:-</p>
	1.2	<p>Enlistment requirement; The Tenderer must have registered in the appropriate Class/category of civil/composite works in CPWD/MES/Telecom/Railways as on date of last submission of the Tender. The bidder has to submit/ upload definite proof in this regard.</p>
	1.3	<p>Joint ventures are not accepted and the bidder shall not be allowed to sublet the work. Restriction under Rule 144(xi) of the GFR 2017 as conveyed through Deptt. of Expenditure(PPD) dated 23rd July 2020 shall be followed.</p>
	1.4	<p>An Intending Tenderer is eligible to submit the Tender provided that he</p>



		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 Tenderer/bidder 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 Tenders. ;
	i	The registered bidder should have completed at least one similar work of value not less than Rs.50 Lacs.
	ii	Similar works means construction of boundary wall with Random Rubble (RR) Masonry exposed and at least of ht. 1.5 meters above ground level
	iii	Important Note; -If after opening of financial Tender, it finds that the lowest bidder has not executed similar work given in above para, his Tender/bid will be rejected, earnest money deposit will be forfeited and will also be debarred from future tendering in SAU.
	iv	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 Tender.
	v	Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Tender shall submit certified attested abstract of cost of work in support of this. The tenderer may show separately the net value of similar work certified by client
	vi	To become eligible, the Tender shall have to furnish an affidavit as under: 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 Tendering 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.
	vii	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.
	1.6	The intending bidder must read the terms and conditions of CPWD-6 carefully. He should submit his bid if he considers himself eligible and he can provide all the documents required. For establishing his eligibility etc.
2		Agreement shall be drawn with the successful Tenderer on prescribed Form No. CPWD7 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. Tenderer can see the SAU agreement format as mentioned under Para 5 below. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
3		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 Tender documents.
4		<p>The site for the work is available but it shall be made available in parts/phases as building/development work 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>



5		<p>The Tender 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. Drawings/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 between 10am to 5 pm</p> <p>The tender documents are based on CPWD standard publications like General Conditions of Contract 2020, Delhi Schedule of Rates (civil) 2019 and CPWD specifications with amendments / correction slips up to the last Date of submission of the tender which can be seen free of cost from website www.cpwd.gov.in.the CPWD website.</p>
6		<p>After submission of the bid, the tenderer can re-submit revised bid any number of times but only before last time and date of submission of Tender as notified.</p>
7		<p>Earnest Money of Rs 5,10,000/- 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> <p>Online bid documents of only those bidders, whose original EMD deposited with other documents scanned and uploaded and found in order shall be opened.</p>



8	(i)	Interested Tenderer who wish to participate in the Tender 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)	Copy of Enlistment Order and certificate of work experience and other documents as specified in the tender document for eligibility shall be scanned and uploaded to the e-tendering website within the period of tender submission. However, certified copy of all the scanned and uploaded documents as specified in tender document shall have to be submitted by the lowest Tender within a week physically in the office of tender opening authority.
	(iv)	The Tender submitted shall be opened on dated 18.02.2022
9		<p>The Tender submitted shall become invalid, and the e-tendering processing fee shall not be refunded if:</p> <p>The bidder is found ineligible.</p> <ol style="list-style-type: none"> The bidder does not upload all the documents including PAN card, Goods and Service Tax (GST) registration as stipulated in the tender document including the undertakings, as required/applicable if any and proof of deposition of original EMD. 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. The Bidder does not deposit original EMD (physical form) with south Asian University before opening of technical bid. If a tenderer quote NIL rate against any item on item rate tender or 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 invalid and will not be considered as lowest tenderer. <p>In any case, the e-tender processing fee shall not be refunded.</p>



10		<p>The tenderer whose Tender is finally accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the Tender amount within the period specified in schedule F as Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay der of any Scheduled bank or Fixed Deposit Receipts of Scheduled bank or an irrevocable bank Guarantee Bonds (specimen proforma, 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 Tender 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>
11		<p>Intending Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A Tenderer 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 Tenderer 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 Tender by a Tenderer 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</p>

		tender document and local conditions and other factors having a bearing on the execution of the work.
12		The competent authority on behalf of SAU does not bind itself to accept the lowest or any other Tender and reserves to itself the right to reject any or all the Tenders received without assigning any reason. All Tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer shall be summarily rejected.
13		Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the tenderers who resort to canvassing will be liable to rejection
14		The competent authority on behalf of SAU reserves to himself the right of accepting the whole or any part of the Tender and the Tenderer shall be bound to perform the same at the rate quoted.
15		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.
16		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 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 Tender or engagement in the contractor's service as the case may be.



17		<p>The Tender for the works shall remain open for acceptance for a period of Seventy Five (75) days from the last date of opening of tenders/bids. Further;</p> <p>(i) 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>
18		<p>This notice inviting tender shall form a part of the contract document. The successful bidder / tenderer, on acceptance of his Tender by the Accepting Authority shall within 15 days from the letter of acceptance, sign the agreement consisting of :-</p> <ol style="list-style-type: none"> The Notice Inviting Bid, all the documents including special conditions, additional conditions, particular specifications, Schedule of quantities (SOQ) and 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 or other standard CPWD forms 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.
19		<p>The Tender document will include following three components:</p> <p>Part A :</p> <p>CPWD-6-Notice inviting e-Tender, CPWD-7 including schedule A to F, CPWD General Conditions of Contract (GCC) 2020 for construction works as applicable with all amendments/modifications upto last date of submission of the bid.</p> <p>Part B :</p> <p>Special Conditions, Additional Conditions & Particular Specifications and Tender Drawings.</p> <p>Part C :</p> <p>Schedule of Quantities (SOQ)</p>
20		<p>The agency must read carefully complete NIT including Brief Particulars of work and Guideline for bidders</p>



21		After acceptance of the Tender 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.
22		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.
23		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).
24		<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</p> <p>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>
25		No Imported item is allowed in work as per make in India Policy of Govt. of India.



3.4 FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND)

NOT APPLICABLE

3.5 INTEGRITY PACT

To,

M/s XXX

(Name and Address of Contractor)

Sub: NIT No. 30/NIT/SAU/2020 for the work of Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068.(Package-I A).

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 Tenderer 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 Tender of the Tenderer 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



3.6. INTEGRITY PACT

To,

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

Sub: NIT No. 30/NIT/SAU/2020 for the work of Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068.(Package-I A).

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 THE MAKING OF THE TENDER 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/Tender 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/Tender, South Asian University shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/Tender in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Tenderer)



3.7. 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) „**Tenderer/Contractor**“ 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. 30/NIT/SAU/2020**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068. (Package-I A)**. 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 Tenderer(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/Tender 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 Tenderer(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the



Tenderer(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour 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 Tenderer(s)/Contractor(s)

1. It is required that each Tenderer/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 Tenderer(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 Tenderer(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 Tenderer(s)/Contractor(s) will not enter with other Tenderer(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 Tenders or any other actions to restrict competitiveness or to cartelize in the Tendering process.
 - (c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(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 Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Tenderer(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 Tender in a tender but not



both. Further, in cases where an agent participates 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 Tenderer(s)/Contractor(s) will, when presenting his Tender, 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 Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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 Tenderer(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 Tenderer(s)/Contractor(s) and the Tenderer/ Contractor accepts and undertakes to respect and uphold the Principal/Owner"s absolute right:

1. If the Tenderer(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 Tenderer(s)/Contractor(s) from the Tender process or terminate/determine the contract, if already executed or exclude the Tenderer/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 Tenderer(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 Tenderer/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer 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 Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption 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 Tenderer makes incorrect statement 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 Tenderer/Contractor as deemed fit by the Principal/ Owner.
3. If the Tenderer/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 Tenderers/Contractors/Subcontractors

1. The Tenderer(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Tenderer/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 Tenderers and Contractors.
3. The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the Tenderer, 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 Tenderers, 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/Contact 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 Tenderer/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :



3.8. 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 **"Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at MaidanGarhi, New Delhi 110068. (Package-I A)"**.(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 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**

"Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at MaidanGarhi, New Delhi 110068.(Package-I A)" as per the terms and conditions of the agreement / contract.

In this agreement, words and expression shall have the same meaning as that 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 : ELIGIBILITY TENDER**
- ii. **PART- B : SPECIAL, ADDITIONAL CONDITIONS AND PARTICULAR SPECIFICATIONS**
- iii. **PART-C - SCHEDULE OF QUANTITIES**
- iv. CPWD GCC 2020 (construction works)with up to date correction slip issued up to last date of submission of tender by the bidder. (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. Financial Tender Downloaded from www.tenderwizard.com/SAU
- viii. Documents uploaded by the contractor and other correspondence with SAU.
- ix. Contractor"s Acceptance/ Performance Bank Guarantee
- x. Power of Attorney document submitted by the 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 constructional plant, 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 the 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 a part of this contract.



ARTICLE 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.

ARTICLE 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

Binding signature of the Owner

(XXX) (XXX)

Registrar

For and on behalf of:

For and on behalf of:

M/s XXX (Contractor)

M/s SOUTH ASIAN UNIVERSITY

WITNESS:

WITNESS:

1.

1.

2.

2.



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

Salient details of the work for which Tenders are invited are as under:

<u>Salient details of the work for which Tenders are invited are as under:</u>	
Name of Work	Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068. (Package-I A).
Estimated Cost	Rs.2,54,98,794/-
Period of Completion	12 Months
1.	The site for the work at South Asian University Campus is located in Maidan Garhi Village, New Delhi near village RajpurKhurd and can be accessed from the Chattarpur-Fatehpur Beri Road
2	Some of the buildings of the permanent campus have already been constructed and are likely to be occupied very shortly. 1.3 km boundary wall has also been constructed in Package-I, in 2016. The above work is to be executed under Package-IA, over the remaining available unencumbered land. The concertina wire will also be provided in the old wall as given in the SOQ
3.	Since the wall is to be constructed on the periphery of the boundary of the university (as per the tender drawings that forms part of this tender document), the tenderer/bidder may inspect the site/area for ascertaining the site/soil conditions, strata, approaches for work, surroundings etc. No claim whatsoever in this regard shall be entertained by the University.



4.	<p>Brief scope of work(as per SOQ) includes:</p> <p>(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)</p> <ul style="list-style-type: none"> •Jungle clearing along the profile of proposed boundary wall. •Excavation in ordinary soil/rock •Laying of 150mm PCC under footing. •Exposed Random Rubble masonry with cement mortar. •Providing precast R.C.C. coping on the top of RR masonry wall •Providing M.S railing on top of the RR masonry wall. •Providing 600mm dia. Concertina coil over M.S railing. Also providing and fixing Concertina coil on the existing boundary wall of approx. length 1.3 km •Painting the M.S railing with two coats of epoxy paint on new work. •Painting the existing M.S gates and M.S railing of the existing boundary wall with one or more coats of epoxy paint as per the direction of engineer-in-charge •Pointing the wall on the exposed area •Levelling and dressing the excavated area around boundary wall. •Any contingent/appurtenant work required for completion of the said item/work
5.	<p>Work shall be executed according to CPWD Specification 2019, CPWD General Conditions of Contract (GCC 2020, construction works) available free of cost at www.cpwd.gov.in) The Tenderer may also obtain the address of the outlets from the CPWD website or by Engineer-in-Charge</p>
6.	<p>The Soil report, location plan, plans & elevations etc. are 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 5 PM and main architectural drawings are part of tender document uploaded in two websites as specified.</p>



4.2. ADDITIONAL GUIDELINES (Information and instruction to the bidders)

1.0		GENERAL:
	1.1	Letter of Transmittal and forms for deciding eligibility 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 Tenderer, it should be stated as "not applicable". The Tenderers 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 Tender being summarily rejected. Tenders 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 Tenderer should be signed by an officer not below the rank of Executive Engineer or equivalent.
	1.4	The Tenderer 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 SA U.
	1.5	The applicant/bidder 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.
	1.7	The Tenderer should not have been blacklisted by any State/Central Government Department or PSU or Autonomous bodies. <u>The bidder must submit a duly notarized affidavit to this effect.</u> 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, or successor thereof.
	2.3	BIDDER: Means the individual, proprietary firm, firm in partnership, limited company (private or public) or corporation. <i>Joint ventures, consortium and special purpose vehicles are not accepted as bidders.</i>
	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	"PMC" means Project Management Consultant if any appointed by SAU for the above work.
	2.8	"PA" means Principal Architect appointed by SAU for the above work.
	2.9	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
3.0		METHOD OF APPLICATION:
	3.1	If the Tenderer is an individual, the application shall be signed by him above his full type written name and current address.
	3.2	If the Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tender and to annul the process and reject all Tenders at any time without assigning any reason there of or incurring any liability to the Tenderers.
5.0		PARTICULARS OF THE WORK ARE 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 Tenderers. Site Visit; Please refer point no 4(i) of CPWD-6.
6.0		ELIGIBILITY CRITERIA; The Eligibility criteria has been defined under para 1.5 of section 3.3.,

		(NIT Form CPWD-6).
	6.1	The tenderer should own necessary construction equipment 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.
	6.2	The tenderer should have sufficient number of Technical and Administrative employees for proper execution of the contract. The Tenderer should submit a list of these employees stating clearly how these would be involved in this work.
7.0		EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS Tenderer should furnish the following information:
	7.1	List of 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. Similar works defined in the eligibility criteria Para 1.5 of section 3.3
	7.2	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").
	7.3	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.
8.0		ORGANISATION INFORMATION Tenderer is required to submit the information in respect to his organization (in forms „F”&“G”).
9.0		CONSTRUCTION PLANT & EQUIPMENT Tenderers should furnish the list of construction plant and equipment including steel shuttering, centering and scaffolding 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 Tenderer may also be indicated.
10.0		LETTER OF TRANSMITTAL The Tenderer should submit the letter of transmittal attached with the



		Tender/bid document
11.0		AWARD CRITERIA
	11.1	The employer reserves the right, without being liable for any damages or obligation to inform the Tenderer ,to:
	a)	Amend the scope and value of contract.
	b)	Reject any or all of the applications without assigning any reason.
12.0		ESSENTIAL SUBMISSIONS AND INFORMATION
	12.1	The Tenderer shall provide copies of work orders as well as completion certificates from the past Employer as documentary proof for having executed similar works. However, decision with regard to eligibility of the applicant/ successful Tenderer 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: Construction of Boundary Wall in **remaining portion** of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068. (Package-I A).

Sir,

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

1. I/We hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. 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:-

S.N.	Name of work	Amount	Certificate issued by
1.			
2.			
3.			



4. Eligibility/Tender documents are submitted online and **Earnest Money** amounting to Rs. _____ in the prescribed form is deposited herewith under sealed envelope.

5. Financial Tender is submitted online.

Enclosures:-

Seal of Tenderer

Date of submission

SIGNATURE(S) OF TENDERER(S)



4.3.2. DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS

Name of the firm / Bidder.....

Sr no	Name of work /project and location	Owner or sponsoring organization	Cost of work in Rs, Crores	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	Name and Address	Remark
1	2	3	4	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



4.3.3 Projects Under Execution or Awarded; (The bidder may furnish the details of not more than ten works)

Name of the Firm/Contractor: _____



SIN.	Name of work /project and location	Owner or sponsoring organization	Cost of work in Rs, Crores	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	Name and Address	Remark
1	2	3	4	5	6	7	8	9		10
SIGNATURE OF BIDDER(S) WITH STAMP										

4.3.4 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



4.3.5 Structure & Organization of the Firm/Tenderer

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 with stamp



4.3.6 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)



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

Sl No.	Equipment	Minimum Numbers available
	As given in 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)**SOUTH ASIAN UNIVERSITY**

Tender for the work of: Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068.(Package-I A).

- a. To be submitted by...15.00 Hrs. on 18.02.2022 on website:
www.tenderwizard.com/SAU
- b. To be opened in the presence of bidders who may be present at 15.30 Hrs. on 18.02.2022 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, D, E & F 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 and all other contents in the tender document for the work –

“Construction of Boundary Wall in remaining portion of the South Asian University (SAU) Campus at Maidan Garhi, New Delhi 110068.(Package-I A).”

I/We hereby tender for the execution of the work specified for the President of South Asian University 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 75 (**Seventy Five**) days from the date of opening of tenders and not to make any modification in its terms and conditions.



A sum of Rs./-(Rupees..... (in words) is hereby forwarded in cash deposit or call receipt of a nationalized bank / fixed deposit receipt of nationalized bank / demand draft of a nationalized bank / bank guarantee issued by a nationalized 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 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.

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 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred from participating 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 south Asian University then I/we shall be debarred for tendering in South Asian University in future. Also, if such a violation comes to the notice of South Asian University before date of start of work, the Engineer-in-Charge 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 confidential documents and shall not communicate information/derived therefrom 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 State/SAU

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 here under) 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 _____

Dated: _____
University

Designation: Registrar, South Asian



5.2 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. 92 to Page No.96
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:	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>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>The Standard CPWD GCC is 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.</p> <p>The said Circulars issued up to last date of submission of tender shall also be deemed to be part of tender document</p>

