



# Request for Proposals for Engagement of ICT Project Management Consultant

*for*

Designing, Planning, Monitoring and Supervising the Implementation of State-of-the-Art ICT Infrastructure on **turnkey basis** in SAU Campus at Maidangarhi in New Delhi; followed by Monitoring and Supervision of Operations, Management and Maintenance of the implemented ICT infrastructure.

## REQUEST FOR PROPOSALS

RFP NO. ICT/RFP/0203012022

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May 2022

South Asian University  
(a University established by SAARC nations)

[www.sau.int](http://www.sau.int)  
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## DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the South Asian University (SAU) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. SAU does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for SAU to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by SAU in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. SAU will not have any liability to any prospective Consultancy Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of SAU or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. SAU will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. SAU will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that SAU is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and SAU reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. SAU also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SAU accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. SAU reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of SAU.

## Data Sheet

## Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi

Reference	Description
3.3	<u>Engagement Duration</u> : 36 months + 24 months of defect liability period (DLP). The initial engagement of 36 months is subject to extension on mutually agreed terms. DLP of 24 months starts after completion of SITC of all SI works.
4.16.1	<u>Selection Basis</u> : of Consultant through this RFP is the Quality cum Cost – Based Selection (QCBS) method. The weights given to technical and financial proposals are: <ul style="list-style-type: none"> <li>➤ Technical = 0.7</li> <li>➤ Financial = 0.3</li> </ul>
3.2	<u>Purpose</u> : The ICT Consultant proposed to be selected shall be end to end responsible, but not limited to the details contained in this document, for Planning, Designing and Implementation & warranty / comprehensive maintenance of all the ICT activities for building up a Smart Campus Infrastructure for the proposed SAU campus at Maidangarhi in New Delhi.
4.7	<u>Bid Security (EMD)</u> : A Bid Securing Declaration must be submitted by the bidder.
4.10.2	The proposal of the consultant shall be valid for 90 (ninety) calendar days from the Proposal Due Date.
4.11	The last date of submission of Proposals (Proposal Due Date) is 23 May 2022 by 3:00 PM. The address for submission of Proposals is:  Registrar South Asian University, Chanakyapuri, New Delhi – 110021  Phone: +11-24122512 – 14 Fax: +11-24122411 Email: <a href="mailto:registrar@sau.int">registrar@sau.int</a>  <b>Presentations are to be made on the next working day after proposal due date.</b>
4.11.9	Applicants must submit: <ul style="list-style-type: none"> <li><b>(i) three (3) copies of Technical Proposal (one original and two copies)</b> in envelope labelled as “Technical Proposal – Selection of ICT PMC”; and</li> <li><b>(ii) one (1) original of Financial Proposal</b> in envelope labelled as “Financial Proposal – Selection of ICT PMC”.</li> <li><b>(iii) One (1) soft copy</b> in a PDF format of Technical Proposal on CD/DVD/USB.</li> </ul> <p>All proposals must conform to the sequence of documents and list of forms/documents to be included therein as mentioned in hereinafter.</p>
4.8	The selected Consultant will furnish a performance security of INR 5,00,000 (Rupees Five Lakhs) from a Nationalized / Scheduled Bank, before signing of the contract in the form of a Bank Guarantee (PBG).

## **SECTION 1. *Abbreviations***

<b>BOQ</b>	Bill Of Quantities
<b>DLP</b>	Defect Liability Period
<b>ICT</b>	Information And Communication Technology
<b>KPI</b>	Key Performance Indicators
<b>LOA</b>	Letter of Acceptance
<b>LLP</b>	Limited Liability Partnership
<b>PDD</b>	Proposal Due Date
<b>PMC</b>	Project Management Consultant
<b>PQP</b>	Pre-Qualification Proposal
<b>RFP</b>	Request For Proposals
<b>RFQ</b>	Request For Quotes
<b>SAU</b>	South Asian University
<b>SI</b>	System Integrator
<b>SITC</b>	Supply, Installation, Testing, Commissioning And Handing Over
<b>SLA</b>	Service Level Agreement
<b>SOW</b>	Scope of Work

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## **SECTION 2. *Eligible Participants***

Only the following participants shortlisted via the Expression of Interest invitation for this engagement may submit bids:

- M/s Railtel Corporation of India Ltd
- M/s Telecommunications Consultants India Ltd

## **SECTION 3. Invitation to Bid**

### **3.1 Introduction**

The South Asian University (SAU) is an international university established by the South Asian Association for Regional Corporation (SAARC) and is funded by the member states of SAARC which includes Afghanistan, Bangladesh, Bhutan, India, Nepal, Maldives, Pakistan and Sri Lanka.

The University is currently functioning from Akbar Bhawan Campus in Chanakyapuri, New Delhi before it eventually moves in to its 100 acre campus in Maidan Garhi, South Delhi where the construction has commenced. SAU is a residential University and a majority of students will live on campus (currently also, the majority of students are hostellers). Subsequently, the University may also have regional campuses in each of the 7 other SAARC countries besides India.

The vision statement of the University may be accessed from the University website at <http://www.sau.int>

SAU invites proposals to undertake:

*“Providing Consultancy services for Information & Communication Technology (ICT) Implementation for the South Asian University Campus Construction Project at Maidangarhi, New Delhi”.*

The detailed terms of reference are provided in the Scope of Work.

The terms “bidder(s)”, “consultant(s)” and “applicant(s)” are interchangeably used in this document. The term “Consultant” or “ICT Consultant” is used in this document to mean ICT PMC. For purposes of eligibility and experience “smart campus” may be read as “smart city / smart campus” in this document. The term “Consultant” means PMC in this document.

### **3.2 Background**

The ICT Consultant proposed to be selected shall be end to end responsible, but not limited to the details contained in this document, for all the ICT activities for the proposed SAU campus at Maidangarhi in New Delhi, such as detailing business / functional and technical specifications, working out best in class sustainable & scalable architectures / technologies, solutions and components (including providing of comparisons of different solutions with costs), detailed designing and preparing BOQs, working out budgets for all the ICT infrastructure items that are stated herein and as needed for any world class University or otherwise to be implemented in SAU campus. The ICT Consultant will also be framing RFQs/ RFPs for engagement of System Integrator(s) (SI), defining transition and steady state operational requirements including KPIs and SLAs, working out various kinds of plans / schedules, integration requirements of campuswide ICT solutions and components, carrying out activities around quality assurance, test and acceptance(of System Integrator supplied infrastructure), own continuous interaction and coordination with all discipline owners such as of utilities, trunk infrastructure (including civil contractors) for enhancing value by way of bringing in ICT and / or automation packages for various campuswide utilities and other units, integration, optimisation, etc., assuming role of ICT implementation assurer and optimizer for SAU by way of providing continuous oversight,



monitoring, control and project management for successful implementation of end to end ICT and other connected services required for completion of the project.

In conjunction to above paragraph, the objective is to build ICT infrastructure for a world class, state of the art infrastructure in conformity with international standards (including but not limited to ISO/IEEE/ITUs) for such infrastructure, and not limited to requirements, systems, solutions, components etc. that are contained in this document. The Consultant is obliged to include as part of scope of this RFQ all the ICT end to end requirements and the corresponding solutions, systems and services in its scope for SAUs campus, though not defined herein, but will be needed for a new age / state of the art and world class institution. Any incidental activities needed for the completeness and / or successful implementation of smart ICT infrastructure will be carried out by the Consultant as part of scope of this RFQ.

The objective is to build SAU campus by implementing world class, state of the art ICT Infrastructure & Services in conformity with international standards (including but not limited to ISO/IEEE/ITUs), encompassing numerous systems and integrating underlying information technology solutions and components while maximizing the value for SAU.

*The ICT initiative for SAU is to build a smart, socially and technologically attractive, sustainable world class institution.*

The selected Consultant shall create a level playing field for all ICT solutions, components, elements, etc. for SAU campus for the SI applicants by evolving a common frame work containing detailed design & architecture, as much as creating a low level blue print of all the systems, subsystems, hardware, software, components etc. involved along with other details such as BoQ, cost estimates, etc. The details MUST be worked out objectively to the last level with no room for any assumptions and / or subjectivity and / or qualifiers and / or caveat statements (All elements must be comfortably measurable and implementable).

The selected Consultant will have to coordinate at their own initiative and as required with other design and construction professionals who are responsible for construction of the university campus infrastructure/ buildings.

### **3.3 Campus Construction Phases**

SAU campus construction over approximately 93.68 Acres at Maidangarhi in New Delhi is spread across several Packages and have total built up area of 5.18 Lacs Sq.m. approximately. Package - I and Package - II are already completed and Package - III is in process with 78% progress. Future packages will be awarded after sanction of DPR/budget by Government of India.

The copy of master plan of proposed SAU campus is attached with this RFP document along with the details of building areas proposed in different construction packages. In Package - I, construction of boundary wall and site office has already been completed in January 2016. In Package - II, construction of five buildings (Faculty of Life Science and Earth Science (LSES), three faculty and staff housing blocks, Club and Guest House) started in June 2016 and have been completed in December 2020. In Package - III, construction work for seven buildings (Faculty of Art Design and Conventional Center, Faculty of Physics Chemistry Math IT, Faculty of Law and Humanity, Administration Building, Institute of South Asian Studies, Library Building, Utility building and the External Development) started in January 2017 and is scheduled to be completed by end of 2022. The remaining buildings shall be planned in Package - IV and work will be started after sanctioning of DPR/budget by the Government of India.

### **3.4 Selection of Consultant**

A Consultant will be selected under Quality cum Cost – Based Selection (QCBS) and procedures described in this RFP.

**All clarifications / corrigenda will be published only on SAU website. The website for accessing the information related to this RFP is: <http://www.sau.int> (the “SAU Website” or “University Website” or “Official Website”).**

Note: From the “Home” page access the “Tenders” section to access all the uploaded documents related to this RFP.

## **SECTION 4. Instructions to Applicants**

### **4.1 General**

**4.1.1** SAU will select a project management consulting firm / organisation (the “Consultant”), in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by SAU through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that SAU’s decisions are without any right of appeal whatsoever.

**4.1.2** Applicants are invited to submit Technical, and Financial Proposals (collectively called as “the Proposal”), as specified in the Data Sheet, for the services required for the Assignment. The term “Applicant” refers to a single entity wishing to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant.

**4.1.3** Applicants shall submit their Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with SAU in the form specified in this RFP (the “Contract”). At the time of Contract signing, the draft contract contained in this RFP may be amended as per mutual agreement between SAU and the successful Applicant who is appointed as the ICT Consultant.

**4.1.4** Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.

**4.1.5** Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAU or any other costs incurred in connection with or relating to its Proposal. SAU is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability or assigning any reason.

### **4.2 Completeness of Response**

**4.2.1** Applicants are encouraged to submit their Proposals after visiting the office of SAU or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with SAU, Applicable Laws and regulations or any other matter considered relevant by them.

**4.2.2** Applicants are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- 4.2.3** Failure to comply with the requirements of this clause may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- (i) Comply with all requirements as set out within this RFP.
  - (ii) Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - (iii) Include all supporting documentations specified in this RFP

### **4.3 Acknowledgement by Applicant**

- 4.3.1** It shall be deemed that by submitting the Proposal, the Applicant has:
- (i) made a complete and careful examination of the RFP;
  - (ii) received all relevant information requested from SAU;
  - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of SAU;
  - (iv) satisfied itself about all matters, things and information, including matters herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - (v) acknowledged that it does not have a Conflict of Interest; and
  - (vi) agreed to be bound by the undertaking provided by it under and in terms hereof.

- 4.3.2** SAU and / or its advisors / consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by SAU and / or its consultant.

### **4.4 Right to Reject any or all Proposals**

- 4.4.1** Notwithstanding anything contained in this RFP, SAU reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 4.4.2** Without prejudice to the generality of above, SAU reserves the right to reject any Proposal if:
- (i) at any time, a material misrepresentation is made or discovered, or
  - (ii) the Applicant does not provide, within the time specified by SAU, the supplemental information sought by SAU for evaluation of the Proposal.
- 4.4.3** Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then SAU reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of SAU, including annulment of the Selection Process.
- 4.4.4** SAU makes no commitments, express or implied, that this RFP process will result in a business transaction with anyone.

**4.4.5** This RFP does not constitute an offer by SAU. An Applicant's participation in this process may result in SAU selecting the Applicant to engage towards execution of the Consultancy contract.

## **4.5 Prohibited Practices**

**4.5.1** SAU requires that the Consultant provides professional, objective, and impartial advice and at all times hold SAU's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of SAU and the Project.

**4.5.2** It is SAU's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, SAU defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to SAU, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive SAU of the benefits of free and open competition.
- (iii) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (iv) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by SAU with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**4.5.3** SAU will reject a proposal for award if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

**4.5.4** SAU will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in prohibited practices in competing for and in executing the contract.

## **4.6 Arbitration**

In case of a dispute or difference of any kind whatsoever between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to amicably resolve and settle the dispute. In the event no

amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the abovementioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third or the Presiding arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The award rendered by the arbitral tribunal shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

#### **4.7 Bid security / Earnest Money Deposit (EMD)**

**4.7.1** There is no bid security or EMD but bidder has to give Bid Security Declaration as per format specified in Form 17.

#### **4.8 Performance Security**

**4.8.1** Performance Security of Rs. 5,00,000/- (Rupees Five Lacs Only) with a validity of 60 (sixty) days beyond the scheduled completion date of the consultancy work shall be furnished within ten (10) days of issuance of LOA, before signing of the contract, in the form of a Bank Guarantee substantially in the form specified in the RFP/ contract. The ten day period can be extended on request from the Successful Bidder with late fee @ 0.1% per day of the PBG amount.

**4.8.2** For the successful bidder the Performance Security shall be released 60 (sixty) days after completion of the assignment.

#### **4.9 Retention Money**

Retention money @ 5% of gross bill value will be deducted from each bill. Same will be released after successful completion of the defect liability period (DLP).

#### **4.10 Preparation of Proposal**

**4.10.1** Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. SAU will evaluate only those Proposals that are received in the specified forms and complete in all respects.

**4.10.2** The Proposal shall be valid for a period of not less than 90 (Ninety) days from the PDD.

- 4.10.3** In preparing their Proposal, Consultants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 4.10.4** While preparing the Technical Proposal, Coverage and emphasis shall be as per Technical Evaluation Criteria described later. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 4.10.5** Proposals shall be printed and signed by an Authorised Representative of the Applicant who shall initial each page, in *blue ink*. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be signed by the person(s) signing the Proposal.
- 4.10.6** Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by SAU, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, SAU reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 4.10.7** Power of Attorney for Authorized Representative & signatory shall be furnished as per the format available in the RFP or in standard format of bidder's organization.
- 4.10.8** While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. While submitting the Financial Proposal, the Consultant shall ensure the following:
- (i) All the costs associated with the Assignment shall be included in the Financial Proposal and must be tax exclusive. Taxes must be indicated separately. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff.
  - (iii) SAU is entitled by the Govt. of India for reimbursement of GST paid to the contractors to give effect to the tax exemption status of the South Asian University for the work of its campus at Maidan Garhi, New Delhi. As Goods and Services Tax (GST) is reimbursable to SAU, the selected ICT PMC shall invoice in conformity with the various provisions of the respective GST Act and mention UIN no; 0717UNO00175UNQ in all invoices raised on SAU. The selected ICT PMC shall file GST returns in a timely manner so that the GST reimbursement claims of SAU are not dishonoured. If this happens, the amount will be deducted from the dues of the ICT PMC.

The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.



**4.10.9** SAU will not deduct income tax from payment made to the consultant, however it shall be responsibility of the consultant to account for and deposit the same with the concerned authorities. Therefore, consultants must do their due diligence about the tax implications and SAU will not be liable for any tax implications for the Consultants.

**4.10.10** The Proposals must remain valid for a period as specified in the Data Sheet. SAU will make its best effort to complete the contract signing within this period. If SAU wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

**4.10.11** Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, SAU will be entitled to reject the Proposal.

#### **4.11 Submission, Receipt and Opening of Proposals**

**4.11.1** The Proposal shall be printed and shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.

**4.11.2** An Authorized Representative of the Applicant should initial all pages of the Pre-Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

**4.11.3** The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. The original and all copies of the Technical Proposal shall be placed inside of a sealed envelope that is pasted with the label in Section 8.1. Similarly, the Financial Proposal shall be placed inside of a sealed envelope that is pasted with the label given in Section 8.2.

The above two sealed envelopes shall be placed together in a bigger sealed envelope clearly pasted with the label given in Section 8.3.

**4.11.4** *If the envelopes and packages with the Proposal are not sealed and marked as required, SAU will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. In case of pre-mature opening, the proposal shall be cancelled.*

**4.11.5** The Technical and Financial Proposals must necessarily be "Hard Bound" separately and all pages serially numbered. "Hard Bound" implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.

**4.11.6** Each copy of each proposal should also be clearly marked as ORIGINAL or COPY as the case may be.

**4.11.7** No proposal shall be accepted after the closing time for submission of Proposals.



**4.11.8** After the Proposal submission until the contract is awarded, if any Applicant wishes to contact SAU on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence SAU during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Applicant's proposal.

**4.11.9** Proposal documents are to be submitted as follows:

Bids shall be submitted in the following **two sealed envelopes** (Envelope 1 and Envelope 2) which should in-turn be sealed into **one big Submission Cover envelope**. The submission cover envelope shall have the label as given in Section 8.3.

*Technical Proposal*

ENVELOPE 1: Label the envelope with the label given in Section 8.1 and enclose the Technical Proposal documents:

- A) All pages of the Technical Proposal shall be numbered & hard-bound properly. The first page shall be the table of contents (as per Form 1) and the last page shall be the Page Numbering Certificate (as per Form 11).
- B) All Technical Proposal forms mentioned in Section 6.1
- C) Any other required documents.

*Financial Proposal*

ENVELOPE 2: Label the envelope with the label given in Section 8.2 and enclose the Financial Proposal documents:

- A) All pages of the Financial Proposal shall be numbered & hard-bound properly. The first page shall be the table of contents (as per Form 12) and the last page shall be the Page Numbering Certificate (as per Form 15).
- B) All Financial Proposal forms mentioned in Section 6.2

**4.11.10** Submission address:

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

**Phone: 011-24195000, 24122512 – 14**

**E-mail: registrar@sau.int**

**4.12 Proposal Evaluation – Overall**

**4.12.1** Technical Proposals shall be checked for responsiveness in accordance with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

**4.12.2** Prior to evaluation of Proposals, SAU will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. SAU may, at its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:

- (i) received by the Proposal Due Date including any extension thereof in terms hereof;
- (ii) accompanied by the Bid Security as specified in this RFP;
- (iii) accompanied by the Power of Attorney, for the Authorised Representative;
- (iv) signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- (v) received in the forms specified in Section 6.1 and Section 6.2 of this RFP;
- (vi) does not contain any condition or qualification; and
- (vii) is not non-responsive in terms hereof.

**4.12.3** SAU reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by SAU in respect of such Proposals. However, SAU reserves the right to seek clarifications or additional information from the applicant during the evaluation process. SAU will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

**4.13 Proposal Evaluation – Technical**

**4.13.1** The evaluation committee (“Evaluation Committee”) appointed by SAU will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score ( $S_t$ ) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S.No.	Criteria	Max. Score
1.	<p><b>Evaluation on the basis of presentation</b></p> <p><b>(A) Specific experience related to the assignment</b></p> <p>1. The emphasis will be on relevance of the projects to the assignment, discipline, size and nature of the projects, i.e., of comparable size, complexity and technical speciality.</p> <p>2. Describe in detail Applicant's contribution, role &amp; responsibilities in past projects which cover the following broad areas:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Campus wide network &amp; communication (actives/passives, telephony, multimedia streaming, MPLS, IPTV, etc.)</li> <li><input checked="" type="checkbox"/> Integrated campus command centre</li> <li><input checked="" type="checkbox"/> Smart campus management solutions – Public safety &amp; security (access control, video surveillance with associated analytics, alarms, etc.); Campus transportation (motorized/non-motorized, parking, etc.); utilities (metering &amp; monitoring); Campus operations (Student engagement platform, CRM, smart cards, etc.)</li> </ul> <p>The details should cover, at a minimum, the requirements, inception, methodology, technology deployed, constraints, and benefit achieved.</p>	25
	<p><b>(B) Approach and Methodology</b></p> <p>1. Applicant should</p> <ul style="list-style-type: none"> <li>(i) state in details the ICT components / services (with functionality) in its scope that are required for a world class smart university campus.</li> <li>(ii) present an approach &amp; methodology, and work plan for the consultancy.</li> </ul> <p>2. Proposals must be direct, concise and reflect a clear understanding of the assignment. All information not directly relevant to this RFP should be omitted. SAU will evaluate applicant response based on focus towards requirements, directness, clarity, etc.</p> <p>Adequacy of the proposed project management and technical approach, work plan and methodology in response to the SOW are essential for evaluating a proposal.</p>	30
	<p><b>(C) Qualification and relevant competence of the personnel to be positioned for ICT Consultancy</b></p> <p>Emphasis should be on detailing in depth tasks and activities performed around requested expertise in</p>	15

	respect of all executed projects, instead of defining at high level or providing superficial level experience.  Scoring will be done for each of the roles at s.nos 1 to 5 in Section 4.14 below.	
<b>Maximum Technical Score</b>		<b>70</b>

(a) Provide valid and current certificate copy (b) Include this in FORM 10

*A presentation will be required for the Evaluation Committee covering the areas of evaluation mentioned above. The proposed "Project Manager" must be available during this presentation. **Bidders must be ready to make a presentation on the next working day after the proposal due date.***

*Each bidder will be given 45 minutes for presentation of their proposal before the Evaluation Committee followed by 10 minutes of interaction with the Committee.*

Upon scoring as above, bids with at least 60% score would be technically qualified and their financial bids would be considered. Other lower scoring bids would not be considered further. In case sufficient number of bids do not technically qualify; SAU may, at its discretion, lower the qualifying technical score appropriately.

SAU will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification would be sent by electronic mail.

#### **4.14 Resource Deployment**

The following resource types shall be provisioned by the Consultant with suggested minimum engagement durations (which may be staggered as per need):

S.No.	Resource Types	Required Qualifications & Experience	Suggested Minimum Engagement Duration
1.	Project Manager – 1 No.	Should be BE/BTech and have 11 years experience or BE/BTech with MBA and 8 years experience.  Experience: Should have led the Consulting / Implementation team in at least 2 relevant Smart campus/Smart city projects	100%
2.	Smart Campus Architect – Minimum 1 No.	Should be BE/BTech with minimum 5 years of experience.  Experience: Should have worked as a solution architect in 2 relevant smart city/smart campus projects	20%

3.	Smart Applications Expert – Minimum 1 No.	Should be BE/BTech with minimum 5 years of experience.  Experience: Should have designed & lead implementation of one relevant application development project	20%
4.	Non-IT Infra Specialist – Minimum 1 No.	Should be BE/BTech with minimum 5 years of experience  Experience: Should have designed/implemented at least one DC non IT infra design project	20%
5.	Subject Matter Experts (SME's) (for Surveillance and other areas) – Minimum 2 Nos.	Should be BE/BTech with minimum 5 years of experience & Experience: Should have designed/implemented at least one relevant solution e.g., Centralized Command Control Center or IBMS Project	20%
6.	Support Resources (for SCADA, telephony, PA systems, CAD/CAM designer, contract manager, acoustic and AV systems, etc.) – Minimum 3 Nos.	Should be working in similar role since the last three years	20%

The Age of proposed personnel should not be more than sixty (60) years on the Proposal Due Date. SAU reserves the right to ask for details regarding the proof of age, qualification and association of the proposed personnel with the firm.

#### 4.15 Proposal Evaluation – Financial

**4.15.1** Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

**4.15.2** The lowest Financial Proposal ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be determined using the following formula:

$$S_f = 100 \times F_m / F$$

in which  $S_f$  is the financial score,  $F_m$  is the lowest Financial Proposal, and  $F$  is the Financial Proposal (in INR) under consideration.

## 4.16 Proposal Evaluation – Scoring

**4.16.1** Proposals will be finally ranked in accordance with their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores:

$$S = S_t \times T_w + S_f \times F_w;$$

where  $S$  is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

**4.16.2** The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the “Successful Applicant”).

## 4.17 Award of contract

**4.17.1** After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by SAU to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, SAU may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by SAU on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

**4.17.2** The Successful Applicant shall furnish a Performance Security as specified in the data sheet from a Nationalized/ Scheduled Bank within ten (10) days of issuance of LOA, before signing of the contract, in the form of a Bank Guarantee as per Form 16 herein. For the successful bidder, the Performance Security will be retained by SAU until the completion of the assignment by the Consultant and shall be released 60 (sixty) days after the completion of the entire assignment.

**4.17.3** Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid, the Successful Applicant shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.

**4.17.4** Commencement of Assignment: The Successful Applicant / Consultant is expected to commence the Assignment on the date of commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, SAU may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by SAU.

**4.17.5** The Successful Applicant shall not subcontract any part of the work without the approval of the competent authority of SAU.

## **4.18 Miscellaneous**

- 4.18.1** Ownership of Documents and Copyright: All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to SAU in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the SOW. The study outputs shall be the property of SAU. Consultant shall retain ownership of all pre-existing intellectual property rights.
- 4.18.2** SAU, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (ii) consult with any Applicant in order to receive clarification or further information;
  - (iii) retain any information and/or evidence submitted to SAU by, on behalf of and/or in relation to any Applicant; and/or
  - (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 4.18.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the SAU, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.18.4** All documents and other information provided by SAU or submitted by an Applicant to SAU shall remain or become the property of SAU. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. SAU will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to SAU in relation to the consultancy shall be the property of SAU.
- 4.18.5** SAU reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record. If required, the credentials submitted by bidder/ applicant for qualifying the eligibility criteria may be verified by SAU. The bidder shall make necessary arrangement at his own cost for local transport, arranging meeting with client deptt, etc.

## **4.19 Termination of Contract**

Either party can terminate the contract as per provision given under Clause 7.4 of GCC by written notice if the other party commits a material breach of the contract and fails to cure the same within the notice period. In the event of termination for no fault of Consultant, SAU shall pay the amount due to the Consultant up to date of notice of termination as per conditions of the Contract. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to SAU, SAU will forfeit the performance security (PBG) of the Consultant.

## SECTION 5. *Scope of Work*

South Asian University intends to appoint an ICT consultant for its upcoming campus project at Maidangarhi, New Delhi. The size of plot is approximately 93 Acres. The objective is to build the campus by implementing world class ICT Infrastructure in conformity with the international standards (including but not limited to ISO/IEEE/ITUs), encompassing numerous systems and integrating underlying information technology solutions and components while maximizing the value for SAU but not being limited to requirements, systems, solutions, hardware, software, components etc. that are contained in this document. This ICT initiative of SAU is meant to build a smart, socially and technologically attractive, sustainable modern institution.

### 5.1 **Role of Consultant**

The ICT Consultant shall be end to end responsible, but not limited to the details contained in this document, for the smart campus ICT infrastructure at the proposed SAU campus. **The ICT consultant will, among others, provide the following:**

- (a) Suggest best available IT integrated solutions for SAU campus along with cost comparisons.
- (b) Detailing business / functional and technical specifications, working out best in class sustainable architectures / technologies, solutions and components (including providing of comparisons of different solutions with costs).
- (c) Detailed designing and evolving BoQs, working out budgets for all the ICT infrastructure items that are stated herein and as needed for any world class University or otherwise to be implemented in SAU campus.
- (d) Framing RFQs/ RFPs for engagement of System Integrator(s) (SI), defining transition and steady state operational requirements including KPIs and SLAs.
- (e) Working out various kinds of plans / schedules, integration requirements of campuswide IT solutions and components.
- (f) Supervising the IT related works and coordination between the existing contracts and the system integrator(s).
- (g) Carrying out quality assurance, test and acceptance
- (h) Own continuous interaction and coordination with all discipline owners such as of utilities, trunk infrastructure (including civil contractors) for enhancing value by way of bringing in ICT and / or automation packages for various campuswide utilities.
- (i) Assuming role of ICT implementation assurer and optimizer for SAU by way of providing continuous oversight, monitoring, control and project management for successful implementation of end to end ICT and other aforementioned infrastructure for the campus.
- (j) Working out details objectively to the last level with no room for any assumptions and / or subjectivity and / or qualifiers and / or caveat statements (All elements must be comfortably measurable and implementable).
- (k) Coordinating at their own initiative and as required with other design and construction professionals (Architects, Project Management Consultant and Contractors) who are responsible for construction of the University campus infrastructure/ buildings.



- (l) Also reviewing the currently proposed ICT related detailed designs & technologies for the campus under Package-II and Package-III.
- (m) Ensuring that the entire ICT Infrastructure to be deployed shall be in conformity with the international standards (including but not limited to ISO/IEEE/ITUs standards).
- (n) Ensuring that the procurement / system integration is as per GOI guidelines on the subject, since the capital is being provided by GOI.

## 5.2 Technical Services

The ICT consultant will provide assistance in developing the Information and Communication Technology strategy that would among other things, feed into the design of the University campus and shall include, but not be limited to, detailed designing of customized architecture of ICT diverse sub-systems, integrating with hardware, packaged / specifically customized software / applications and communications equipment, campus wide utilities/infrastructure, sensors, etc. in conformity with the international standards (including but not limited to ISO/IEEE/ITUs standards).

Technical services will be aligned to suitably empower SAU to make an informed decision on, but not limited to, the following ICT aspects.

### 5.2.1 Network & Communication

#### I. Networking

- (a) Passive optical networking (PON) for LAN. LAN points within all buildings, except hostels.
- (b) Wi-Fi mesh for all faculty, admin, library and hostel buildings. Wi-Fi hotspots to be created in some open public areas.
- (c) Residential areas to have a wired connection to each unit and extension via Wi-Fi within the unit.
- (d) Architecture that is fault tolerant – hot redundancy in network pathways and devices. No single point of failure on the network.
- (e) Provisioning for multiple (at least two) internet bandwidth service providers (at least 1GBPS each).
- (f) Plan for a network capable of supporting a minimum of 2000 users with multiple devices (PC, laptop, mobile) scalable up to 6000 users.
- (g) Single sign-on implementation for all online services. Include BYOD support & controls for network access.

II. Data center: Plan for a modular data center that supports expansion across the floor via addition of self-contained container units.

#### III. Unified communications:

- (a) Infrastructure to have services integration across various communication applications for ease of access; e.g. IP Telephony, IPTV, Fixed-Mobile convergence, presence information, digital signage communications, video-on-demand, data sharing, unified messaging.

- (b) VoIP infrastructure for all buildings. Device at all employee desks, security & reception counters.
- (c) IPTV for hostels, residences, select offices (President, VPs, Registrar, Directors).
- (d) Digital signage network across campus for notice board locations, lift lobbies, building reception areas.
- (e) Public Address Solution (separate from fire safety system) – deployment in corridors of all buildings / classrooms / public areas

## 5.2.2 Security & Public Safety

### I. Access Control:

We need to secure access to common back-office operational areas such as accounts, administration, examinations / evaluation, admissions.

Suitable access control mechanisms are to be deployed at:

- i. University entrance gates (students & employees swipe/touch cards to open barriers / turnstiles)
- ii. Entrance of any building (swipe / contact / biometric / metal detectors)
- iii. Entrance of any lab; except common computer labs
- iv. Entry of any server room, data center, NOC or command center

In addition, the options to deploy access control via

- mobile devices, and
- electronic locks

needs to be examined for feasibility and scope.

### II. Visitor Management:

- i. Visitor data will be captured. Visitors will register at the entrance of the campus and will be assigned a temporary ID (for person and vehicle if needed).
- ii. The Visitor Management solution should allow automation of the entire process of registering a visitor, printing a badge and capturing detailed information by scanning an ID (such as a driver's license, business card or passport).
- iii. The solution should be capable of tracking the visitor within the premises and the time spent in the campus.
- iv. Provision of baggage scanners with IP connectivity at Entrance gates

### III. Parking management:

- (a) Visitors will park in designated parking areas which do not require card swiping. Employees & students will swipe their access card at designated parking areas.

(b) The system should be capable of providing live information on vacant/occupied slot(s) and also capable of giving an alarm in case of long parking (say for more than 48 hours)

(c) Need to consider bicycle parking as well.

IV. Surveillance, Monitoring & Analytics:

(a) Integrated CCTV systems with night-vision and with smart analytics to be deployed in:

- i. Corridors of all buildings (dome cameras)
- ii. Select public open spaces on campus (ptz)
- iii. Campus perimeter (ptz)

(b) Various types of Analytics need to be defined, e.g., People counting, Directional Alert (going the wrong way), Object left behind at a scene, Object taken from a scene, Noise Cancellation, Activate a display of the camera that has motion, Thumbnail Searching, Face Detection, OCR Detection, Change of Camera View, Speed of vehicle alert, Licence plate recognition, Digital Back Light Compensation, Loitering Alert

V. Standard Operating Procedures:

Field operations guide to be developed for Emergency response to fire / earthquake. Incorporate evacuation plan, assembly areas, etc.

VI. Situation Awareness Platform:

Every sensor, alarm and communication end point to be unified to ensure that some individuals, select groups or entire populations are able to read, hear and see what's happening and do the right things in response to any alarm or alert.

VII. Alarms:

Fire alarm system for all buildings. Integrated specific fire suppression systems as per usage of area – sprinklers, foam, gas, etc. Lift alarm system for all lifts. Fire & lift alarms should be integrated with the Campus Command Center.

### 5.2.3 Smart Education

(a) Smart class rooms:

Classrooms to be provisioned with

- (a) biometric attendance at classroom door
- (b) smart boards, projection system with network projection capability through portal
- (c) schedule display screen outside classroom
- (d) dedicated optical fibre core/bandwidth for multimedia streaming, VoD, etc.

(b) Video Conferencing:

Provisioning of video conference facilities in one seminar / class room in every Faculty and wherever decided by SAU.

(c) Library automation:

Adoption of appropriate automation solutions for the library.

(d) Scheduling of Classrooms:

A system for timetabling and optimizing on classroom utilization and delivery of schedules to display screens outside classrooms.

## 5.2.4 Governance & Campus Operations

(a) Campus community relationship management:

An integrated system of engaging students, employees & alumni through various touch points like helpdesk, mobile app, portal. The systems will primarily target issue resolution around various areas that the University community members may encounter – such as registration issues, program choices, campus infra issues, counselling, etc. In addition, will provide a portal based framework for available services and student – administration interactions. Some of this is part of the Student Self Service framework of the ERP currently being deployed. A single window clearance system for students needs to be integrated into this platform.

(b) Smart Cards:

Multiple use smart cards will be used on campus for identity (works as an ID card), access control (campus, building, lab), library (issue/return), payments (pay fines, pay for meals, buy on campus shops, etc). Card access will be logged so that a complete transaction record of every card presented to any of the card readers can be reviewed if required – regardless of whether the access is granted or not.

(c) Integrated administrative operations:

A platform to integrate University functioning. For some areas ERP modules are in place, for others they need to be identified:

(a) Administration aspects: Accounting, Procurement and contract management, Asset and SLA management, Document management (mostly part of current ERP).

(b) Event management: Seminars, Summits, Exhibitions, Cultural events

(c) Resource utilization optimization: System to book physical resources / space, creating and managing training schedules

### **5.2.5 Integrated Command Center**

- (a) The University should have an automated Command, Control and Intelligence Platform that integrates with all Smart Components that may be deployed on campus. Among other things this would Integrate the university's access control and alarm systems with CCTV camera network. It would have system analytics that allow one person to quickly and effectively monitor multiple cameras from one fixed location. The platform will allow for increased ability to view CCTV cameras by laying out camera locations on a map.
- (b) The platform would also encompass, centralized event management with historic and real time data analysis Dashboards (e.g. Dashboards for Energy, Water, Traffic, Parking, Public Safety Events).
- (c) The facility for Network Operations Center to manage the campus networks: data, voice and video would be integrated into the command center environment.
- (d) The automated Command, Control and Intelligence Platform should be HOT redundant and the system/data should be resumed without human interface with 100 % back-up.
- (e) Automated Command, Control and Intelligence Platform should be fully scalable considering future expansion in the campus.

### **5.2.6 Utilities**

- (a) Have a Smart metering architecture for utilities in residential areas (electricity, water, gas).
- (b) Energy management systems for lighting and HVAC control in all buildings.
- (c) Water quality monitoring for STP treated and potable water.
- (d) Monitoring of Smart bins in public spaces / residential areas/ Hostels.
- (e) Integration of all Utility sensors such as those provided for lifts, fire alarm system, HVAC, substation, WTP, STP etc., into the command center environment.

## **5.3 Review of currently proposed design / technologies for the Campus**

Constructions of few buildings are in progress under PKG-II and PKG-III. Some of the above features/ services have already been included in existing PKG-II and PKG-III. The ICT consultant has to review the currently proposed ICT related detailed designs & technologies for the campus under PKG-II and PKG-III and suggest modifications/amendments as needed with a focus on the areas mentioned hereinafter.

[Conduiting & cabling for telephone, data & MATV system, Fire Detection, Alarm and PA System, Conduiting For CCTV System, Access Control System, Server for BMS software, Building Management System Web-Based Server Software, Programmable & Application Specific Controller (Ddc) - UL Listed, Web Server Engines (Network /Supervisory Controllers), System Integration Units For 3rd Party System Software Integration – UL Listed Controllers, Sensors and Field Devices for PKG-II and PKG-III have been suggested by the Architects.]

## **5.4 Stages of Work**

The selected Consultant is expected to own end to end project life cycle responsibilities for the entire ICT infrastructure. The services to be rendered by the selected consultant, shall be performed in the following stages, forming part of the scope of work.

### **5.4.1 Inception stage (Concept / DBR Stage)**

The selected Consultant shall do the following:

- (a) Review existing/current design proposals/plans & suggest modifications or amendments wherever needed in line with global best practices across University campuses (this is to be reinforced by a secondary study that captures best practices in three Smart campuses across the globe).
- (b) Advise on the engineering services to be provided, space allocation/positioning as required for the envisaged systems & services enumerated above (and those that may be needed but are not listed) & setting of standards & specifications of works to be adopted.
- (c) Discuss and interact with architects, PMC, construction contractor & other consultants or stakeholders involved in SAU campus project to arrive at a common understanding for the ICT design & implementation plan for SAU campus.
- (d) Prepare an overall Smart Campus Implementation Plan (inclusive of ICT roadmap) for SAU. This plan must not be a mere academic device but should also be useful for implementation & project governance through quantified milestones.
- (e) Prepare an Inception Report, in line with SAU Smart Campus vision & Implementation Plan, that shall cover the collection & analysis of requirements that starts from the requirements of a new age smart university campus. This shall be arrived at after discussion and deliberation with SAU and will also incorporate (or modify existing) concept designs, system architecture, drawings, and the like. This shall then be the baseline for detailed design.

### **5.4.2 Detailed Design & Development Stage**

The selected Consultant after getting approval/ authorization for works agreed in the Inception Report, shall perform the following works:

- (a) Design development & preparation of solution architecture, tender specifications and deployment plan including layout drawings incorporating all elements of the agreed and anticipated ICT service delivery framework for SAU.
- (b) The details & drawings will be finalized in coordination with the architects, PMC & other consultants or stakeholders involved in SAU campus project.
- (c) Lay out the implementation phasing by clearly demarcating the scope of work into appropriate parts for tendering. This demarcation will be in alignment with the overall construction & campus infrastructure provisioning schedule.

(d) Prepare a unified /integrated system design that would describe the characteristics of the ICT system to be built for SAU. This would specify build details of sub systems, each sub-systems' component's interaction with other components, including internal and external sub-systems. This would also encompass system requirements, system and sub-system architecture, human machine interface, detailed design, processing logic, external interfaces, etc. The overall inputs at this stage shall be captured in the Design & Development Stage Report that will incorporate the Smart campus implementation roadmap & investment plan.

(e) SAU is in the process of constructing their buildings provisioned with a building management system. The consultant will ensure that there is seamless integration of various (already/to-be proposed) sub systems and heterogeneous devices so as to offer various smart functional capabilities to monitor and manage the campus.

(f) For each tender (see tender stage in the foregoing), the consultant has to prepare preliminary cost estimates based on market conditions.

(g) The overall inputs in this phase shall be captured in the Design & Development Stage Report that will incorporate the Smart campus implementation roadmap & Business model. The design of the integrated command center platform shall be a part of the report.

### **5.4.3 Tender Stage**

The selected Consultant shall prepare package wise tenders; however, this is subject to assessment at the actual point in time of the consultancy when this is being done. The consultant after getting the approval / authorization for works under Design & Development Stage Report shall perform the following works:

- (a) Preparation of tender documents including tender drawings such as for Data Center Non IT, technical specifications of work & complete Bill of Quantities (BoQ) for procurement, installation, commissioning and operations.
- (b) Preparation of detailed estimates of costs based on market rates (minimum three quotations).
- (c) Furnish list of vendors & assist SAU in selection of appropriate vendors when so required.
- (d) Preparation, review and validation of the eligibility criteria, tender evaluation criteria and weights for evaluating the tenders during the finalization of RFQ.
- (e) Participating in the pre-bid clarification session with all selected and participating vendors, to discuss and clarify the RFQ document and to assist in answering any question the vendor(s) may have.
- (f) Participating in the evaluation of the tender responses.
- (g) Prepare comparative statement of tenders received & submit reports.
- (h) Participate in tender evaluation, negotiations & finalization of contracts, when so required.

- (i) Preparation of “Justification of Rates” documentation.

#### **5.4.4 Execution Stage**

The selected Consultant after getting approval/ authorization for works under above mentioned tender stage shall perform the following in relation to any ICT infrastructure works awarded to System Integrator(s):

- (a) Preparation of good for construction working drawings after due coordination with SAU architects to enable execution of work at site.
- (b) Scrutinize & approve shop drawings, submitted by various vendors/ system Integrators before issue at site.
- (c) Validating tested and accepted prototypes / systems (hardware and software) / networks commissioned by SI (per specifications / procedures established in the design and development phases).
- (d) Validate and confirm in writing the execution of tendered work as per plan.
- (e) During execution, selected Consultant shall also be responsible for:
  - i. Monitoring day to day project activities
  - ii. Preparation of issue and risk matrix
  - iii. Analyzing reports and providing feedback to SAU
  - iv. Ensure all the documents are handed over during project execution stage
  - v. Help facilitating application audit
  - vi. Advising SAU on payments to be released to SI(s)
  - vii. Attending various review and/or steering committee meetings

#### **5.4.5 Operation & Maintenance (O&M) / DLP Stage**

The selected Consultant after the successful completion of the work has to ensure the smooth operation and maintenance of the implemented ICT infrastructure / solutions for the entire campus for 24 (twenty four) months after successful commissioning & handover.

The selected Consultant has to ensure successful integration of all systems as per SOW defined herein. Consultant shall also be responsible for monitoring & ensuring timely rectification of defects during the DLP of 24 (twenty four) months.



#### 5.4.6 Details of Minimum Manpower to be Deployed for Project Duration

S.No	Stage	Manpower
1.	During Inception, Design and Development and Tender Stages	As per list given in Section 4.14
2.	During Execution stage	As per list given in Section 4.14
3.	During Defect Liability Period of 24 (twenty four) months	Minimum <b>two</b> site visits per month and/or as per actual requirement of SAU (by the designated Project Manager)

#### 5.5 Deliverables

All the deliverables shall be in the form of 3 (three) hard copies + soft copies both in DOC / DOCX / ODT and PDF formats. Editable copies must be submitted. A list of all deliverables must be provided in the Technical Proposal as per Form 8.

#### 5.6 Engagement Duration

The Consultant is to be engaged for a period of 36 months + 24 months defect liability period, extendable by mutual agreement.

## **SECTION 6. Standard Submission Forms**

The Applicants shall respond using the standard formats given in this Section in addition to submitting the documents supporting Eligibility / Technical Evaluation Criteria.

### **6.1 Technical Proposal Forms**

<b>Form 1</b>	Technical Proposal Index of Submitted Documents
<b>Form 2</b>	Proposal Submission Form
<b>Form 3</b>	Power of Attorney for Authorized Representative
<b>Form 4</b>	Applicant's Experience
<b>Form 5</b>	Comments and Suggestions on the Consultancy
<b>Form 6</b>	Description of Approach, Methodology and Work Plan
<b>Form 7</b>	Curriculum Vitae (CV) for Proposed Professional Staff
<b>Form 8</b>	Deliverables Listing
<b>Form 9</b>	Work Schedule
<b>Form 10</b>	Resource Deployment Plan
<b>Form 11</b>	Technical Proposal Page Numbering Certificate

### **6.2 Financial Proposal Forms**

<b>Form 12</b>	Financial Proposal Index
<b>Form 13</b>	Financial Proposal Submission Form
<b>Form 14</b>	Summary of Costs
<b>Form 15</b>	Financial Proposal Page Count Certificate

### **6.3 Other Forms**

<b>Form 16</b>	Bank Guarantee for Performance Security
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**Form 1: Technical Proposal Index of Submitted Documents**

*(All forms listed in this index shall be properly “hard-bound” together and put into the “Technical Proposal” envelope)*

*The first page of the set of documents to be enclosed in the “Technical Proposal” envelope shall be a Table of Contents as given below and shall be enclosed as page – 01.*

*(add additional items if included)*

S.No.	Requirement	Documents Required	Page number of submitted Proposal
1.	EMD	Demand Draft/FDR/Bank Guarantee (Form 6)	
2.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory (Form 5)	
3.	ALL REQUIRED FORMS 2 – 10		
4.	Any other information	...	
5.	Page Numbering Certificate	As per Form 11	

## Form 2: Proposal Submission Form

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[To be printed on official stationery of Applicant]

To

Registrar  
South Asian University  
Akbar Bhavan  
Chanakyapuri  
New Delhi – 110021

**RE: RFP No. ICT/RFP/0203012022 : Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi**

Dear Sir,

With reference to your above mentioned RFP, we, having examined all relevant documents and understood their contents, hereby submit our Pre-qualification Proposal for selection as ICT Consultant. The Proposal is unconditional and unqualified.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that SAU will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to SAU any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of SAU to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 7 (seven) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any Addendum issued by SAU;
  - b) We do not have any conflict of interest in accordance with the terms of the RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

- practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with SAU or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
  8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
  9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offense committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors / Authorized Signatory.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SAU in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
  14. We agree to keep this offer valid for 90 (ninety) calendar days from the PDD specified in the RFP.
  15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
  16. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  17. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by SAU or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
  18. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

19. We agree and undertake to abide by all the terms and conditions of the RFP Document.
20. We have few suggestions about conditions of the RFP and the same have been enclosed as annexure to this form. SAU may consider the same at its discretion.
21. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the services as required under this tender.
22. We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.
23. We undertake that the documents submitted are genuine/authentic and nothing material has been concealed there from and that we are not debarred by any Government organization and are competent to have the contract. We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.
24. We declare that we are not a member of any other consultancy firm applying for selection as a Consultant in SAU.

We remain, Yours

sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

### **Form 3: Format for Power of Attorney for Authorized Representative**

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Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi" to the South Asian University (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostolic certificate.



**Form 4: Applicant’s Experience**

[Using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

- USE FIVE (5) BEST PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENTS WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST SEVEN YEARS.

Assignment Name:	
Country: Location within country:	
Name of Client:	
Address:	
Start Date (Month/Year): Completion Date (Month/Year): Total No. of man months of the assignment: No. of professional staff involved:	
Approx. value of the contract (in INR in Crore):	
Weather any Litigation Pending	Yes / No
Description of actual services provided by your staff within the assignment: <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>	

Firm’s Name:

Authorized Signature:

(Official Seal)

**Notes:**

- In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates of SBI as of 5 working days before submission closing date for the purpose of conversion.
- Please limit the description of each project to two A4 size single-sided sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding **two A4 size pages** (either two sheets printed on one side only or one sheet printed on both sides) of paper shall not be considered for evaluation.
- **PROOF OF EXPERIENCE** – Completion certificates from clients must be signed by at least an Officer not below the rank of Executive Engineer. The certifications must confirm the project attributes (size, fee, duration, etc.) and the scope of work on the projects. The self-certification of the applicant is also permitted if accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be.

## Form 5: Comments and Suggestions on the Consultancy

---

### A: On the Scope of Work

- 1.
- 2.
- 3.
- 4.
- 5.

### B: On the data, services and facilities to be provided by SAU

- 1.
- 2.
- 3.
- 4.
- 5.

### C: On Technical Proposal

- 1.
- 2.
- 3.

### D: General Comments

- 1.
- 2.

## Form 6: Description of Approach, Methodology & Work Plan

---

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- A. Project Management Approach
- B. Technical Approach and Methodology,
- C. Work Plan,
- D. Organisation and Staffing, and
- E. Payment Terms

- Project Management Approach: In this section the consultant must describe how it will organize and deliver the project management tasks/ consultancy works & deliverables required in Scope of Work.
- Technical Approach and Methodology: In this section, consultant should explain their understanding of the objectives of the assignment as outlined in the SOW, the technical approach, and the methodology they would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the SOW in here. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.
- Work Plan: In this section the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by SAU Fine-tuning payment terms w.r.t. milestone achieved/ Identifying/ listing the scope and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the SOW and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here (Form 13). The work plan and work schedule (Form 14) should be consistent with the Proposal.
- Organisation and Staffing: In this section the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment and the key experts responsible thereof (Form 15)

***Please limit the discussion to 14 single sided pages (7 double sided pages) using Arial font size 11 with line spacing of 1.2 and normal margins. Non-conforming submissions shall not be considered for evaluation.***

**Form 7: Curriculum Vitae of Proposed Project Manager**

1.	Proposed position			
2.	Name of firm			
3.	Name of staff	[First] [Middle] [Surname]		
4.	Date of birth	[March 20, 1979]		
5.	Nationality			
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of attainment starting from the latest degree]		
7.	Membership of Professional Organizations			
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]		
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]		
10.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
11.	Details of tasks assigned			
12.	<u>Work Undertaken that Best Illustrates Capability to Handle the Assignment</u>	[Among the assignments in which the Staff has been involved, <b>most importantly describe in depth explaining components handled / contribution made with specific reference to SOW</b> for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:		

13.		Name of assignment or project: Year: Location: SAU: Project Cost: Main project features: Positions held: Activities performed:
14.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

Note:

Please restrict the number of pages per CV to four (04) pages (4 single-side printed sheets or two sheets if printed both sides). Pages in the CV greater than these limits shall not be considered for evaluation.

**Form 8: Deliverables Listing**

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Clearly list out various deliverables required to achieve the target of accomplishing the SOW given in the document.

<i>S.No.</i>	<i>Deliverable</i>	<i>Dependency*</i>

\*Mention dependency, if any, on the completion of the deliverable

**Form 9: Work Schedule**

---

S. No.	Activity / Report	Months (in the form of a bar chart)							Total (months)
		M1	M2	M3	M4	M5	M6	n	
1.	{e.g., Deliverable #1: Report A								
	1) data collection								
	2) drafting								
	3) inception report								
	4) incorporating comments								
	5) .....								
	6) delivery of final report}								
2.	{e.g., Deliverable #2:.....}								
n									

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



**Form 10: Resource Deployment Plan**

---

**1. During Inception / Design / Tendering Stages**

#	Name	Position	Location	M1	M2	M3	Mn	Total Months		
								Home	Field	Overall
			Home							
			Field							
			Home							
			Field							
			Home							
			Field							
			Home							
			Field							

**2. During Execution / Implementation Stage**

#	Name	Position	Location	M1	M2	M3	Mn	Total Months		
								Home	Field	Overall
			Home							
			Field							
			Home							
			Field							
			Home							
			Field							
			Home							
			Field							

### 3. During DLP

#	Name	Position	Location	M1	M2	M3	Mn	Total Months		
								Home	Field	Overall
			Home							
			Field							
			Home							
			Field							
			Home							
			Field							
			Home							
			Field							

**Note:**

1 For all the resources, the input should be indicated individually for the same positions as mentioned in the RFP

2 Months (M1, M2, etc.) are counted from the start of the assignment/mobilization. One working day shall be not less than 8 (eight) working-hours.

3 “Home” means work in the office of the expert’s place of residence or Applicant’s office. “Field” work means work carried out in the SAU’s office or any place assigned by SAU authority to carry out the services.

4 **“Field” duration must be greater than 80% of the total deployment during execution period only.**

**Form 11: Technical Proposal Page Numbering Certificate**

---

(To be enclosed as **last page** of Technical Proposal)

<u>CERTIFICATE</u>	
Certified that this Technical Proposal is carrying ____pages (in figures and words) and <b>each page is numbered.</b>	
Date:	Sig. of the tenderer & With seal
RFP No. ICT/RFP/0203012022 for "Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi."	

**Form 12: Financial Proposal Index**

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*(All forms listed in this index shall be properly “hard-bound” together and put into the “Financial Proposal” envelope)*

*The first page of the set of documents to be enclosed in the “Financial Proposal” envelope shall be a Table of Contents as given below and shall be enclosed as page – 01.*

TABLE OF CONTENTS		
Sl. No.	Description	Page No.
1.	Financial Proposal Submission Form (Form 13)	
2.	Summary of Cost (Form 14)	
3.	Certificate regarding page numbering (Form 15)	

### Form 13: Financial Proposal Submission Form

---

[Location]

[Date]

To

The Registrar  
South Asian University  
Akbar Bhavan, Chanakyapuri  
New Delhi – 110011

Dear Sir,

**Subject: RFP No. ICT/RFP/0203012022 : Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi**

We, the undersigned, offer to provide the consulting services in accordance with your Request for Proposal cited above and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic corrections, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the services as required under this tender.

We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Form 14: Summary of Costs**

The Proposed Engagement Duration Months (PEDM) are 36. This is extendable on mutual agreement followed by 24 months of DLP.

Item	Percentage Cost (%)	
	% in words	% in figures
Total fee chargeable in Percentage (%) of Value of ICT works to be tendered & executed.  <b>Note:</b> The selected consultant has to review the ICT Services being done by existing vendors in existing packages (II & III), for which nothing extra shall be paid.		
Applicable Taxes (if any): 1. _____ 2. _____		

Applicant agrees that payment shall be disbursed as follows:

- 1. Advance Payment:** No advance payment shall be made.
- 2. Fixed Payment:** For stages as mentioned at Milestones 1, 2 & 3 in the table below, fixed payment shall be made as lumpsum amount towards each milestone. This amount will be later on adjusted in the payment of Milestone 4.
- 3. Variable Payment:** as mentioned below.

Milestone	Cumulative Period From Start Date	Amount or %age Payment
1. On getting approval / authorization from SAU for works agreed in the Inception Report as per accepted Smart Campus implementation Roadmap	2 MONTHS	5 LACS
2. On getting the approval / authorization from SAU for works under Design & Development Stage Report	4 MONTHS	10 LACS
3. Upon acceptance and award of tender documents (in case of multiple tenders, this amount will be split equally for each tender acceptance)	5 MONTHS	10 LACS
4. Upon successful completion of execution stage		90% of total fee less

and receipt of written confirmation on the execution of tendered work as per plan*  (During the execution stage the payment will be made on prorata basis as per physical progress of the SI work on ground)	36 MONTHS	fee already paid Above at Milestones 1, 2 & 3. Payable on quarterly basis.
5. After 2 Years from the successful completion of the Execution Stage) i.e. after completion of DLP of 2 years	60 Months	Balance 10% of total fee.

\*(plus any tax that may be payable by SAU on the said amount)

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Form 15: Financial Proposal Page Numbering Certificate**

---

(To be enclosed as **last page** of Financial Proposal)

<u>CERTIFICATE</u>	
Certified that this Financial Proposal is carrying ____pages (in figures and words) and <b>each page is numbered.</b>	
Date:	Sig. of the tenderer & With seal
<hr/>	
RFP No. ICT/RFP/0203012022 for "Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi."	



## **Form 16: Form of Bank Guarantee for Performance Security**

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(To be stamped in accordance with Stamp Act)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of the South Asian University, New Delhi (hereinafter referred as the 'SAU', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of SAU's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to SAU for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay SAU immediately on demand, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by SAU on the Bank shall be conclusive and binding notwithstanding any difference between SAU and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until SAU discharges this guarantee.

SAU shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. SAU shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between SAU and the Consultant any other course or remedy or security available to SAU. The Bank shall not be relieved of its obligations under these presents by any exercise by SAU of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SAU or any other indulgence shown by SAU or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that SAU at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that SAU may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s), as may be **desired** by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to SAU.

**Form 17: Form of Bid-Securing Declaration**

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*[The Bidder shall fill in this Form in accordance with the instructions indicated]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert identification number of Bid]*

To: *[insert complete name of Contracting Authority]*

We, the undersigned, declare that:

We understand that, according to your bid inviting conditions, proposals must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the South Asian University for a period of time of **3 years** starting on the last date of submission of this bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn/modified/amended, impaired or derogated from the tender, our Bid during the period of bid validity as specified in the abovementioned Bid;
- (b) having been notified of the acceptance of our proposal by SAU during the period of applicable bid validity mentioned in the aforementioned Bid, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the specified Performance Security upon completion of the RFP process consequent upon being shortlisted by an EOI process

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid- Securing Declaration Form]*

Name: *[insert complete name of person signing the Bid-Securing Declaration Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year *[insert date of signing]*

**SECTION 7. *Draft Contract Specimen (To be finalized)***

DRAFT CONTRACT SPECIMEN FOR  
CONSULTANCY SERVICES

Between

[South Asian University]

[Name of Consultants]

[Date]

## 7.1 Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between

The South Asian University, a University established by SAARC nations, having its office at Akbar Bhavan, Chanakyapuri, New Delhi 110 021, hereinafter referred to as the “SAU” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns of the First Part.

AND,

[Name of Consultants and registered address] (Hereinafter called the “Consultants”)

WHEREAS

- a) SAU has requested the Consultants to provide certain consulting services as defined in the of the contract document Conditions (hereinafter called the “Services”);
- b) The Consultants, having represented to SAU that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract (hereinafter called “GCC”);
- b) The Special Conditions of contract (hereinafter called “SCC”);
- c) The following Appendices:

Appendix A: Instructions to Consultants, Scope of Work containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Responsibility of the Consultants’, Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Responsibility of SAU

Appendix E: Consultant’s Fee Details.

Appendix F: “Conformed Document” which incorporates all the changes, modifications and results of the contract negotiations

Appendix G: Copy of Letter of Award

Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security and Insurances.

Appendix J: Clarifications, Prebid Clarification

Appendix K: Hours of work for Consultants' Personnel

Appendix L: Correspondences/ leading to signing of contract form part of the contract agreement

2. The mutual rights and obligations of SAU and the Consultants shall be as set forth in the Contract; in particular:

- a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) SAU will make payments to the Consultants in accordance with the provisions of the Contract.

3) Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

- a. The provisions of this Contract shall override all provisions of other documents comprising the Contract.
- b. the provisions of the SCC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- c. the provisions of the GCC shall be subject to the Contract SCC, but shall take precedence over all other documents comprising the Contract; and
- d. the Appendices shall subject to each of the Contract, SCC and the GCC
- e. Any decision of SAU in relation to the priority of documents shall be final and binding upon the Consultant

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF SAU

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

## **7.2 General Conditions of Contract**

### **7.2.1 General provisions: Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly:  
(a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "SAU" means the Party named in the Contract, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by SAU to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;

- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GCC" means the General Conditions of Contract;
- h) "Government" means the Government of India;
- i) "Local Currency" means the Indian currency;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Lead Member/ Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultant's rights and obligations towards SAU under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means SAU or the Consultants, as the case may be, and Parties means both of them;
- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- p) "Project" means "[name of assignment]";
- q) "SCC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in SOW;
- s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
- u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.



- v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of SAU, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive SAU of the benefits of free and open competition.

7.2.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.

7.2.3 Language: This Contract has been executed in the English language as specified in the SCC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

7.2.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party at the address specified in the SCC.

7.2.5 Location: The Services shall be performed at SAU Campus Maidangarhi, New Delhi.

7.2.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by SAU or the Consultants may be taken or executed by the authorized representative of SAU or the Consultant..

7.2.7 **Taxes and Duties:** Unless otherwise specified in the SCC, the Consultants, Sub- consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law of India and in Delhi state, the amount of which is deemed to have been included in the Contract Price.

7.2.8 Interpretation: In the Contract, unless the context otherwise requires:

7.2.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

7.2.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

7.2.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

- 7.2.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- 7.2.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 7.2.8.6 The words “include” and “including” are to be construed without limitation. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words.
- 7.2.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 7.2.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 7.2.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 7.2.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
  - b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
  - c) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

### **7.3 Commencement, completion, modification and termination of contract**

- 7.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SCC.
- 7.3.2 Commencement of Services: The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that with written approval from SAU.

- 7.3.3 **Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SCC.
- 7.3.4 **Modification:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 7.3.5 **Force Majeure**
- 7.3.5.1 **Definition:** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions that adversely affect progress of work.
- 7.3.5.2 **No Breach of Contract:** The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
  - b) has informed the other party as soon as possible but not later than 15 days after the occurrence of such an event.
  - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
  - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
- 7.3.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- 7.3.6 **Extension of Time:** The time given in the milestone may be extended by the competent authority of SAU on the justifying ground only.
- 7.3.7 **Penalty for Delays:** The time allowed for carrying out the work as specified in the milestone shall be strictly followed by the consultant as time is the essence of the contract. In the event of failure of completing the milestone within time schedule, the consultant shall be liable to pay compensation @ 1% per week of contract value subject to maximum of 10% for delay to be computed on per day basis. However, this would be applicable only if delay is attributable to the Consultant.

## 7.4 Termination

7.4.1 By SAU: SAU may terminate this Contract, by not less than thirty (30) days" written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of fifteen (15) days, after being notified.
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform the service portion of the Services for a period of not less than fifteen (15) days;
- (d) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- (e) if the Consultant submits to SAU a false statement which has a material effect on the rights, obligations or interests of SAU. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to SAU;
- (f) if the Consultant, in the judgment of SAU has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- (g) if SAU, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

7.4.2 **By the Consultant:** The Consultants may terminate this Contract, by not less than sixty (60) day"s" written notice to the SAU, such notice to be given after the occurrence of the events specified in this clause:

- a) if SAU fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- or
- b) if, as a result of Force Majeure, the Consultants are unable to perform a service portion of the Services for a period of not more than 30 days.

7.4.3 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by

the Consultant and equipment and materials furnished by SAU, the Consultant shall handover all project documents under procedure described in this contract and other relevant documents.

7.4.4 Payment upon termination: Upon termination of this Contract, SAU will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause 7.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, SAU may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to SAU. Under such circumstances, upon termination, SAU may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to SAU within 30 days of termination date.

7.4.5 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within 30 days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **7.5 Obligations of the Consultant**

7.5.1 General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to SAU, and shall at all times support and safeguard SAU's legitimate interests in any dealings with Sub-consultants or third parties.

7.5.2 Conflict of interest

7.5.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

- 7.5.2.2 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.
- 7.5.2.3 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
  - b) after the termination of this Contract, such other activities as may be specified in the SCC.
- 7.5.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or SAU's business or operations without the prior written consent of SAU.
- 7.5.4 Consultant's Actions Requiring SAU's Prior Approval: The Consultants shall obtain SAU's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract specific to conditions like Insurance, Intellectual Property Rights and Confidentiality, shall have been approved in writing by SAU prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) SAU will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
  - b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
  - c) any other action that may be specified in the SCC.
- 7.5.5 Reporting Obligations: The Consultants shall submit to SAU the reports and documents related to ICT and as specified in scope of work, in the numbers, and within the periods set forth in this contract.
- 7.5.6 Documents prepared by the Consultants to be the Property of SAU: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of SAU.

Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant SAU an irrevocable, non-transferable, non exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.

7.5.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Law.

7.5.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultant's, as the case may be) own cost but on terms and conditions approved by SAU, insurance against all risks, and for the coverages, as shall be specified in the Special Conditions of Contract (SCC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to SAU, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract and its extended period.(iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, SAU will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by SAU. (iv) the insurance policies so procured shall mention SAU as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

## **7.6 Consultants' personnel**

### **7.6.1 Description of Personnel**

7.6.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in carrying out of the Services of the Consultant's core team are described in this contract. The core team is hereby approved by SAU. If additional work is required beyond the scope of the Services specified in SOW, the level of effort and/or staff assigned may be increased by agreement in writing between SAU and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

### **7.6.2 Removal and/or Replacement of Key Personnel**



- 7.6.2.1 SAU will not consider substitution of key personnel during contract implementation except when such person fails to perform their duties as specified in the contract.
- 7.6.2.2 If key personnel is/are replaced for a second time, the fixed component of payment due shall be reduced by 5%% thereafter.
- 7.6.2.3 If SAU finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at SAU's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to SAU.

## **7.7 Payments to the consultant**

- 7.7.1 Payment terms: The total fee quoted by the consultant shall be including all staff costs, all out of pocket expenses, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SCC & GCC shall also be applicable to this contract. The fee quoted by the consultant shall be inclusive of Detail design and drawing for entire campus including package-IV. The fee quoted in %age by consultant shall remain same in the extended period of up to six months.
- 7.7.3 Currency: The price is payable in local currency i.e. Indian Rupees only.
- 7.7.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract. . The Consultant shall be obliged to include all the ICT end to end requirements and the corresponding solutions and services, up to a maximum of 5% of contract value (at no additional cost to SAU) in its scope for SAU campus, which are not defined in this RFP, but may be required during the execution of the contract. Once this ceiling of 5% is completely exhausted, the additional work will be mutually decided between SAU and the consultant and based on the mutual understanding a change order shall be executed.

## **7.8 Responsibility for accuracy of project documents**

### **7.8.1 General**

- 7.8.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify SAU against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/



investigations and correcting layout etc. if required during the execution of the Services.

7.8.1.2 The Consultant shall be fully responsible for the accuracy of plans, designs and drawings. The Consultant shall indemnify SAU against any inaccuracy / deficiency in the designs and drawings noticed and SAU will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants. In case of inadequacy of design, the consultant shall bear all consequential damages to make good any such defects.

## **7.9 Representation, warranties and disclaimer**

The Consultant represents and warrants to SAU that:

- (a) it is duly organized, validly existing and in good standing under the applicable laws of its Country.
- (b) it has full power authority and responsibility to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract
- (d) it has the financial standing and capacity to undertake the Project under consideration;
- (e) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (g) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- (h) no representation or warranty by the Consultant contained herein or in any other document furnished by it to SAU contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (i) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of SAU in connection therewith.

## **7.10 Miscellaneous**

### **7.10.1 Assignment and Charges**

7.10.1.1 The Contract shall not be sub-assigned by the Consultant to a subconsultant except with prior consent in writing of SAU, which SAU will be entitled to decline without assigning any reason whatsoever.

7.10.1.2 SAU is entitled to assign any rights, interests and obligations under this Contract to third parties.

7.10.2 **Indemnity:** The Consultant agrees to indemnify and hold harmless SAU from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to SAU; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by SAU of a notice of the commencement of any action by a third party, SAU will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to SAU or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which SAU may have at common law, in equity or otherwise.

7.10.3 **Governing Law and Jurisdiction:** Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India

#### 7.10.4 **Waiver**

7.10.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

7.10.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

7.10.5 **Survival:** Termination of the Contract (a) shall not relieve the Consultant or SAU of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

7.10.6 **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract

and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, or registered post and delivered or transmitted to the Parties at their respective addresses specified in the SCC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**7.10.7 Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

**7.10.8 Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the English language .

**7.10.9 Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

## **7.11 Supplementary agreement for DLP period.**

After successful completion of the consultancy work, the main agreement shall be closed and for the period of Operation & Maintenance, Defect liability as mentioned in the agreement shall be executed through a supplementary agreement on the prescribed format.

## **7.12 The Special Conditions of Contract**

The Special Conditions (SCC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

### **7.12.1 Performance security**

- (i) The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract within ten (10) days of issuance of LOA, provide to SAU a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount of Rs. 5,00,000/- (Five lacs only).

- (ii) The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- (iii) The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (sixty) days from the date of successful completion of main contract.
- (iv) SAU shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
  - a) the Consultant becomes liable to pay liquidated damages;
  - b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 7.4.1 of the GCC;
  - c) any material breach of the terms hereof; and/or
  - d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

7.3.1 The date on which this Contract will come into effect is [date].....

7.3.2 The Proposed Engagement Duration Months (PEDM) of assignment shall be 36 (Thirty Six ) months (with option to extend with mutual written agreement ) plus 24 months of DLP.

#### 7.5.8 Risks and coverage

- (a) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs) for the period of consultancy.
- (b) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or „in association“, the

policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

- (c) Any other insurance that may be necessary to protect the SAU, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

7.7.1 Consultancy fee will be paid in accordance with the milestone based payment schedule on submission and acceptance of report / deliverables as specified in Form 14 & other parts of the RFP document.

#### Important Notes

- Coordination, technical support and other ICT activities of the RFP related to the entire SAU campus construction shall continue as part of responsibility of selected ICT Consultant throughout the engagement of selected ICT Consultant and are not specific to any milestone.
- SAU reserves the right to advance part milestone deliverables per requirements of project without changing the percentage payments assigned to respective milestones.
- Payments will made only in as per above schedule and no other charges of any type are payable (exception being applicable taxes only)
- Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 60 days in the case of the final payment, on achievement of all milestones.

## SECTION 8. *Labels for envelopes containing the proposal documents*

### 8.1 **Technical Proposal Label**

PLEASE PASTE THIS SLIP ON THE TECHNICAL PROPOSAL ENVELOPE

<b>Technical Proposal For Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi</b>	
RFP No. ICT/RFP/0203012022	
Due Date: _____	To,
	The Registrar
	South Asian University
	Akbar Bhavan, Chanakyapuri
	<b>New Delhi</b> 110 021
From : _____	
_____	
Mobile: _____	
Email: _____	

### 8.2 **Financial Proposal Label**

PLEASE PASTE THIS SLIP ON THE FINANCIAL PROPOSAL ENVELOPE

<b>Financial Proposal For Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi</b>	
RFP No. ICT/RFP/0203012022	
Due Date: _____	To,
	The Registrar
	South Asian University
	Akbar Bhavan, Chanakyapuri
	<b>New Delhi</b> 110 021
From : _____	
_____	
Mobile: _____	
Email: _____	

### 8.3 RFP Outer Cover Label

PLEASE PASTE THIS SLIP ON THE OUTER COVER OF THE ENVELOPE CONTAINING THE ENTIRE PROPOSAL (Envelopes 1, 2 & 3, i.e., PQP, Technical Proposal & Financial Proposal envelopes are to be put in a single big envelope pasted with the label given below)

<b>Proposal For Selection of ICT PMC for SAU Campus at Maidangarhi, New Delhi</b>	
RFP No. ICT/RFP/0203012022	
Due Date: _____	To,
	The Registrar
	South Asian University
	Akbar Bhavan, Chanakyapuri
	<b>New Delhi 110 021</b>
From : _____	
Mobile: _____	
Email: _____	

## SECTION 9. Masterplan & Package Details

### 9.1 Work in Progress – Package II

<b>SOUTH ASIAN UNIVERSITY - PACKAGE II (COMPLETED IN December 2020)</b>				
<b>Details of the Buildings</b>				
<b>SNo.</b>	<b>Description</b>	<b>Unit ( No. of Blocks)</b>	<b>Total built up Area (Sq. M.)</b>	<b>No. of Floors</b>
1	Life Science and Earth Science	1	43482	B+L+G+6
2	Faculty & Staff Housing	3	59469	B+G+11
3	Faculty Club	1	4641	G+1
4	Guest House	1		B+G+3
5	Guard House	2	116	G
	<b>Total Area Sq.M.</b>		<b>107708</b>	



## 9.2 Work in Progress – Package III

### **SOUTH ASIAN UNIVERSITY - PACKAGE-III ( Under Progress)**

78% completed and the work is in Progress. (To be completed by the end of 2022)

#### **Details of Buildings**

<b>SNo.</b>	<b>Description</b>	<b>Unit ( No. of Blocks)</b>	<b>total built up Area as per PAR</b>	<b>No. of Floors</b>
1	Administration	1	13894	B+G+5
2	Library	1	15029	B+G+5
3	Faculty of Physical and Chemical Sciences and Mathematics & IT	1	27638	B+G+4
4	Faculty of Humanities and Law	1	26414	B+G+3
5	Faculty of Art and Design and Convention Centre	1	36212	B+L+G+4
6	Institute of South Asian Studies	1	9491	B+G+7
7	Pumping Sub-Station	1	287	G
8	Electric substation	1	646	G+2
14	Site Development of land under under Package II and III Considered 53.8% of total area	1	48 Acres	
	<b>TOTAL AREA Sq.m.</b>		<b>129611.53</b>	

### 9.3 Work to be Awarded – Package IV

<b>SOUTH ASIAN UNIVERSITY - PACKAGE-IV (Work yet to be sanctioned by MEA)</b>				
Date of start		Will be started only after the approval of Govt		
<b>Details of Buildings</b>				
SNo.	Description	Unit ( No. of Blocks)	total built up Area as per PAR	No. of Floors
<b>Package-IV; buildings.</b>				
Buildings in geomorphological ridge and forest land where Arch drawing/ services drg prepared, GA and stadd model prepared, Municipal drawing submitted to SAU but not to SDMC due to morphological ridge				
1	Student Activity Centre	1	400	G+1
2	Student's Hostel Type 1 (4 Blocks)	1	86289	B+G+10
3	Student's Hostel Type 2 (5 Blocks)	1	69914	B+G+9
4	Student's Hostel Type 3 (1Block)	1	9316	B+G+10
5	Service Staff Quarters	1	2226	G+3
6	Health Centre	1	1464	G+2
7	Faculty of Undergraduate Studies	1	12215.5	B+G+3
8	Faculty of Management	1	15447.24	B+G+5
9	Sports Complex and Swimming Pool	2	9655	B+G+1
10	SAARC Haat	1	1000	G
11	Multilevel Parking	2	42803.9	B+G+5
12	<b>One block of faculty residence. (Work done upto Tender Stage)</b>	1	21881.65	B+G+10
13	Part of the site development plan (46.12% of site area considered)		43.28 Acres	
<b>TOTAL Area Sq.m.</b>			<b>272613</b>	