# SOUTH ASIAN UNIVERSITY

Rajpur Road, Maidan Garhi, Delhi-68.



# TENDER DOCUMENT

for

Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)



### Section - I

Notice Inviting Limited Tenders

## Section-II

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

#### Section-III

Special Condition, Technical Specification

#### Section - IV

Schedule of Drawings

## Section - V

Schedule of Quantities

January, 2025

## NOTICE INVITING LIMITED TENDER (NILT)

## N.I.T.No. 41/NIT/SAU/2025

Name of Work: Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)

Estimated Cost put to tender	Rs. 9,97,380/- Rs 19,948/- To be returned after receiving the performance guarantee.	
Earnest Money		
Performance Guarantee	5% of tendered value. (After recording of completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor)	
Security Deposit	2.5% of tendered value to be refunded after Defect Liability Period of 1 year	
Time For Completion of work	7 days	
NIT No.	41/NIT/SAU/2025	

Certified that this NIT contains Part-A from Page 6 to Page 58, Part-B from Page 59 to Page 67, Part-C from Page 68 to Page 69 with modifications and corrections up to 16<sup>th</sup> January 2025.



## 1. TABLE OF CONTENTS

S.NO	DESCRIPTION	PAGE NO.
1.0	Table of Contents	3
2.0	Notice Inviting Tender ( website Notification)	5
3.0	PART A : ELIGIBILITY TENDER	6
3.1	Information & instructions for Tenderers for Tendering Forming Part of Tender Document & to bePosted on Website	7
3.2	List of documents to be filled in by the Tenderers/Tenderers	10
3.3	Notice Inviting Tender - NIT Form, ,Eligibility criteria	12
3.4	Deleted	
3.5	Integrity Pact From SAU	20
3.6	Integrity Pact From Bidder	21
3.7	Integrity Agreement	22
3.8	Contract Agreement (SAU Format)	27
4.0	PARTICULARS OF WORK/ADDITIONAL CRITERIA	
4.1	Section -I :Brief Particulars of the work	30
4.2	Section-II Additional Guidelines for Tenderer	32
4.3	Section -III Information regarding Eligibility criteria	34
4.3.1	Letter of Transmittal	37
4.3.2	FORM "C": Details of all works of similar nature completed during the last seven years	40
4.3.3	FORM "D": Projects under execution and awarded	41
4.3.4	FORM "E": Performance Report of Works to be considered for Eligibility	42
4.3.5	FORM "F": Structure & Organization of the firm/ Tenderer	43
4.3.6	FORM "G": Details of Technical &Administrative personnel to be employed for the work	45
4.3.7	FORM "H": Details of equipment likely to be used in carrying out the work	46



5.0	PERCENTAGE RATE TEND FOR WORKS (CPWD-7)	47	
5.1	Letter of Acceptance		49
5.2	Performa of Schedules : A to	F	50
6.0	PART B – SPECIAL CONDITIONS & ADDITIONS		
6.1	Special Conditions	Э.	59
6.2	Deleted		
6.3	Additional Condition of Contract		65
6.4	List of Approved Makes 67		. 67
7.0	PART C - SCHEDULE OF Q	UANTITIES	68
7.1	Schedule of Quantities		68
7.2	CPWD GCC 2020 for Construction works	These publications are a cost on CPWD website www.cpwd.gov.in (not at These are part of NIT.	



#### **SOUTH ASIAN UNIVERSITY**

## Rajpur Road, Maidan Garhi, Delhi-110068

## 2.0 NOTICE INVITING LIMITED ENDER ( website Notification)

The Registrar, South Asian University (SAU), New Delhi,21 on behalf of the President,SAU invites item rate bid in single bid system (Financial bid) from eligible tenderers/bidders, who have experience in execution of similar nature of work, for the following works:

NIT NO: 41/NIT/SAU/2025

Name of Work: Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)

Estimated Cost put to tender:	Rs. 9,97,380/-
Earnest Money	Rs 19,948/- To be returned after receiving the performance guarantee.
Performance Guarantee	5% of tendered value. (After recording of completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor)
Security Deposit	2.5% of tendered value. To be refunded after Defect Liability Period of 1 year
Time For Completion of work	7 Days
NIT No.	41/NIT/SAU/2025
Last date and time for submission of Tenders	23.01.2025 (3.00PM)

For detailed NIT/ Tender Documents/ Details / downloads and for any other correction/ amendments/ modification / extension of time till the last date of submissionof bids, please visit websites: <a href="https://www.sau.int">www.sau.int</a>.

submissions can only be made through offline mode. The bidder may submit the complete document in the Office of the Executive Engineer(C), SAU at 4<sup>th</sup> Floor, Administration Building, Maidan Garhi, Delhi-68 within due date and time.

Registrar South Asian University

3.0 PART A

ELIGIBILITY CRITERIA



# 3.1 <u>INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING</u> (FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE)

## Applicable for inviting bids in Single bid system

The Registrar, South Asian University (SAU), Maidangarhi, Delhi-110068 on behalf of the President, SAU invites item rate bids in single bid system from eligible tenderer/bidders for the following works:

#### 3.1.1 DETAILS OF WORK FOR WHICH TENDER HAS BEEN INVITED:

1	NIT No.	41/NIT/SAU/2025
2	Name of Work & Location	Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)
3	Estimated Cost put to tender	Rs. 9,97,380/- i/c GST
4	Earnest Money	Rs 19,948/- Through online transfer only.
5	Time for Completion of work	7 Days
6	Last date and time of submission of tender along with copy of receipt of deposition of original EMD, and other documents as specified in the tender document.	23.01.2025 (3.00PM)
7.	Time & date of opening of bid	23.01.2025 (3.30PM)



- 1. The intending Tenderer must read the terms and conditions of NIT carefully. They should submit their bid/Tender only if they consider themselves eligible and would be able to submit all the documents required. The eligibility criteria are given under para 1.5 of section 3.3.1(CPWD-6)
- 2. Information and Instructions for Tenderers posted on website shall form part of Tender Documents.
- 3. The full bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents(except CPWD GCC) can be seen and downloaded from website www.sau.int\_free of cost.
- **4.** The bid can be submitted only sealed bid in the office of the Executive Engineer, 4<sup>th</sup> Floor, Engineering Wing, South Asian University Campus, Rajpur Road, Maidan Garhi, Delhi-68 after transferring of EMD in the account (online bank account transfer only) of South Asian University, Delhi within the period of Tender submission.
- **5.** On tender opening date and time of the bid the contractor can witness and see the Tender opening process.
- 6. <u>List of document to be submitted up</u> to date and time mentioned above is given separately at section <u>3.2. Self-attested</u> copies of all the documents shall be submitted and originals be kept ready as these can be called for verification.
- 7. The Part C of tender documents contains schedule of quantities (SOQ), consisting of Items based on market rates. Contractor shall quote item rate against each item at the designated place. If any part of SOQ or the summary of items is left blank by the bidder, then it shall be considered as zero or at par.
- 8. Contractor must ensure to put rate in against each item.
- 9. The Financial bid shall be opened on due date and time as mentioned above.
- 10. If any information furnished by the applicant is found incorrect at a later stage, and it is found that the tenderer/bidder does not qualify as per the terms and condition of Tender, he shall be liable to be debarred from tendering/bidding for works in South Asian University (SAU). His tender shall be cancelled and EMD forfeited. SAU reserves the right to verify the particulars and documents furnished by the applicant independently.
- 11. It shall be mandatory to sign the integrity pact by the bidder failing which bidder may stand disqualified from the tendering process and his bid would be summarily rejected. Integrity pact of the bid document shall be signed between Registrar SAU and the successful bidder after acceptance of bid.
- 12. Dispute Redressal; The process of dispute redressal shall be as laid down in the CPWD GCC 2023 (construction works) including its further amendments It will be mandatory to constitute Dispute Redressal Committee(DRC) & contractor or SAU can only seek arbitration after exhausting entire due process DRC shall be as mentioned in clause 25 of schedule F (Proforma of schedules).

Self-attested copies of all the documents shall be submitted along tender and originals kept ready keptready as these can be called for verification

Registrar,

For and on behalf of the President, SAU

### 3.1-Deleted-

## 3.2 LIST OF DOCUMENTS TO BE FILLED AND SUBMITTED BY THE BIDDERS

1,	Proof of online transfer of Earnest Money Deposit (EMD) to SAU account.
2.	Letter of transmittal (Section 4.3.1)
3.	Integrity Pact
4.	Integrity Agreement
5.	Certificates of Works Experience (Form "C","D"&"E"). (Section 4.3.2, 4.3.3 & 4.3.4)
6.	Structure & Organization (Form "F").
7.	Details of Technical & Administrative Personnel (Form "G"). (section 4.3.6)
8.	Details of Equipment likely to be used in carrying out the work(Form "H"). ( of section 4.3.7)
9.	<b>Work Experience</b> : List of similar past works and performance on these works during last seven years but not more than three works.
10.	Certificate of Registration for Goods & Services Tax(GST)and acknowledgement of up to date filed return.
11.	Affidavit regarding execution of qualifying work as mentioned under Para 1.5 (vi) of section 3.3
12.	Affidavit as mentioned under Para1.5 of section 4.2 - Guidelines for Tenderers
13.	Affidavit to the effect of not being black listed by any agency, as mentioned under Para1.7 of section 4.2 - Guidelines for Tenderers
15.	Copy of PAN card.
16.	-Deleted -
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#### 3.3 NOTICE INVITING LIMITED TENDER

The Registrar, South Asian University (SAU), Delhi -68 on behalf of the President, SAU invites item rate limited tenders in single bid system from eligible tenderer/bidders, for the following works:

Name of Work: Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)

#### **NIT NO.** 41/NIT/SAU/2025

(Important; The South Asian University is an International University established by eight member states of SAARC region. It has been established by an act of parliament in 2008 and granted the immunity and privileges at par with united nations organizations as per ministry of External Affairs (MEA), Govt. of India, Gazette notification dated 15<sup>th</sup> January 2009. The University is being run by contribution from all member states, however fund for construction of permanent campus including this work at Maidan Garhi is being provided by Govt. of India and the wok is to be carried out as per General Financial Rules (GFR) as amended from time to time.

#### **General Details:**

1	- 1.1	The work is estimated to cost <b>Rs. 9,97,380/-</b> . The estimated cost is based on Current Market rate however, is given merely as a rough guide. Intending tenderer may submit the Tender after satisfying themselves that they fulfil the following eligibility criteria:-
	1.2	Enlistment requirement; The agencies having past experience of similar nature of work. The bidder has to submit/ upload definite proof in this regard.
	1.3	Joint ventures are not accepted and the bidder shall not be allowed to sublet the work. Restriction under Rule 144(xi) of the GFR 2017 as conveyed through Deptt. of Expenditure(PPD) dated 23rd July 2020 shall be followed.
	1.4	An Intending Tenderer is eligible to submit the Tender provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

	1.5	Eligibility Criteria
		Tenderer/bidder who fulfill the following requirements shall be eligible to apply.
	A	Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of Tenders.;
	j	The bidder should have completed at least one similar work of value not less than <b>Rs.8 Lacs. or</b>
	ii	The bidder should have completed at least two similar works of value not less than <b>Rs.6 Lacs or</b>
	iii	The bidder should have completed at least three similar works of value not less than <b>Rs.4 Lacs</b> .
	В	Similar works means providing and fixing of Curtains and window Blinds.
	С	Important Note; -If after opening of financial Tender, it founds that the lowest bidder has not executed similar work given in above para, his Tender/bid will be rejected, earnest money deposit will be forfeited and will also be debarred from future tendering in SAU.
	D	The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of Tender.
		Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Tender shall submit certified attested abstract of cost of work in support of this. The tenderer may show separately the net value of similar work certified by client
o 150	F	To become eligible, the Tender shall have to furnish an affidavit as under:
		I / We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice, then the SAU shall be at liberty to terminate/determine the contract prejudice to its right under other clauses of contract. The bidder/tenderer shall be debarred for Tendering in SAU in future. Also, if such a violation comes to the notice of SAU before date of start of work, the Engineer-in-Charge/SAU shall be at liberty to forfeit the entire amount of EarnestMoney Deposit / Performance Guarantee

	G	The applicant's performance for each eligible work completed in the last seven years shall be certified by an officer not below the rank of Executive Engineer or equivalent.
	1.6	The intending bidder must read the terms and conditions of NILT carefully. He should submit his bid if he considers himself eligible and he can provide all the documents required. For establishing his eligibility etc.
2		Agreement shall be drawn with the successful Tenderer on prescribed Form similar to CPWD 7 as amended up to the date of submission of tender, which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in or the format in practice in SAU as the casemay be . Tenderer can see the SAU agreement format as mentioned under Para 5 below. Tenderer shall quote his rates as per various termsand conditions of the said form, which will form part of the agreement.
3		The time allowed for carrying out the work will be (as given in the tender notice) from the date of start as defined in schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the Tender documents.
4		The site for the work is available. The bidder has to plan and execute work as per priorities decided and fixed by the SAU.
		The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to satisfy himself and collect all information that he considers necessary for proper assessment of the work and for quoting his rates judiciously.
5		The Tender document consisting of drawings/plans, specifications, schedule of quantities of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen free of cost from website <a href="www.sau.int">www.sau.int</a> . Drawings/plans can also be seen in the office of the Executive Engineer, South Asian University, Rajpur Road, Maidangarhi, Delhi - 110068, on any working day between 10am to 5 pm
		The tender documents are based on CPWD standard publications like General Conditions of Contract 2023 and CPWD specifications with amendments / correction slips up to the last Date of submission of the tender which can be seen free of cost from website www.cpwd.gov.in.(CPWD website).

6		After submission of the bid, the tenderer can re-submit revised bid any number of times but only before last time and date of submission of Tender as notified.	
7		Earnest Money Deposit (EMD); Rs 19,448/-	
		The EMD amount is to be transferred to the SAU account directly as per the bank details below;	
		Beneficiary Name : South Asian University	
		Name of Bank : State Bank of India	
		Bank Address : Old JNU Campus, New Delhi	
		Beneficiary A/C No. : 31238978138	
		IFSC Code/ RTGS No.: SBIN0001624	
		MICR Code 110002056	
		PAN Number : Not Applicable in view of tax exemption.	
		After transferring the EMD, the Proof shall be submitted along with tender document by the intending bidder up to the specified bid submission date and time, failing which the tender shall be rejected.	
		Bid documents of only those bidders, who has submitted the proof of deposited EMD with other documents if found in order, shall be considered for evaluation.	
8	(i)	-Deleted-	
	(ii)	-Deleted-	
	(iii)	Copy of certificate of work experience and other documents as specified in the tender document for eligibility shall be submitted along with bid document.	



(iv)	The Tender submitted shall be opened on dated 23.01.2025 (3.00PM)
	The Tender submitted shall become invalid, and the EMD shall not be refunded if:
	<ul> <li>i. The bidder is found ineligible.</li> <li>ii. The bidder does provide all the documents including PAN card, Goods and Service Tax (GST) registration as stipulated in the tender document including the undertakings, as required/applicable if any and proof of deposition of EMD.</li> <li>iii. Any discrepancy is noticed between the documents submitted with the bid document.</li> </ul>
	iv. The Bidder does not deposit EMD with in stipulated date and time.  If a tenderer quote NIL rate against any item on item rate tender ordoes not quote any percentage above/below/at par on the total amount of the tender or any section/sub-head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
	The tenderer whose tender is finally accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the Tender amoun within the period specified in schedule F through online bank only. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule "F" including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
	The Earnest Money deposited along with tender shall be returned on receiving the aforesaid performance guarantee.



11	Intending Tenderer/bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claims / payments consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall beresponsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions if any, in this tender document and local conditions and other factors having abearing on the execution of the work
12	The competent authority on behalf of the President, SAU does not bind itself to accept the lowest or any other Tender and reserves to itself the right to reject any or all the Tenders received without assigning any reason. All Tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer shall be summarily rejected.
13	Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the tenderers whoresort to canvassing will be liable to rejection
14	The competent authority on behalf of the President, SAU reserves to himself the right of accepting the whole or any part of the Tender and the Tenderer shall be bound to perform the same at the rate quoted.
15	The Bidder/tenderer shall not be permitted to bid for works in SAU if any of his near relative is posted as an officer in any capacity ( (Grade IV or above) in SAU or Ministry of External Affairs, Govt. of India. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the SAU or in the Ministry of External Affairs. Any breach of this condition by the tenderer would render him liable to bid and shall also be debarred from future contracts.



16	No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who has not obtained the permission of the Government of India as aforesaid before submission of the Tender or engagement in the contractor's service as the case may be.
17	The Tender for the works shall remain open for acceptance for a period of Fifteen (15) days from the last date of opening of tenders/bids. Further;  (i) If any tenderer/bidder withdraws his tender/bid before the said period or issue of letter of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender/bid which is not acceptable to the SAU then the SAU shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.
	(ii) if any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance forthe work is issued or not.
	<ul> <li>(iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.</li> </ul>
18	After acceptance of the Tender by competent authority, SAU shall issue letter of acceptance/intent/award on behalf of the President, SAU.
19	This notice inviting tender shall form a part of the contract document. The successful bidder / tenderer, on acceptance of his Tender by the Accepting Authority shall within 3 days from the issue of letter of acceptance, sign the agreement consisting of:-
	i. The Notice Inviting Bid, all the documents including special conditions, additional conditions, particular specifications, Schedule of quantities (SOQ) and drawings, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of

	submission of bid and acceptance thereof together with any correspondence leading thereto.  ii. Standard C.P.W.D. Form-7 (amended up to last date of receipt of tenders) or other standard CPWD forms as applicable.  iii. An agreement on standard SAU Format on a non-judicial Stamp paper of appropriate value. (format available with SAU/attached)  iv. Integrity Pact and Agreement as per CPWD GCC 2023.
20	The Tender document will include following three components:
	Part A:
=	CPWD-6-Notice inviting Tender, Information & instructions for Tenderers for Tendering, including schedule A to F, CPWD General Conditions of Contract (GCC) 2023 for construction works as applicable with all amendments/modifications up to last date of submission of the bid.
	Part B:
	Special Conditions, Additional Conditions & Particular Specifications and Tender Drawings.
	Part C:
	Schedule of Quantities (SOQ)
21	The agency must read carefully complete NIT including Brief Particulars of work and Guideline for bidders
22	The work shall be treated as complete only when all the components of the work are complete, commissioned and handed over to SAU. The Completion Certificate of the work shall be recorded by authorized person of the university of the rank not less than Executive Engineer.
23	The employer (SAU) reserves the right to increase or decrease the scope of work before or after the award of work without assigning any reason to the bidder /contractor. No claim on any account whatsoeverin any manner, in this regard shall be entertained by the employer (SAU).
24	No Imported item is allowed in work as per make in India Policy of Govt. of India.
25	The employer (SAU) reserves the right to increase or decrease the scope of work before or after the award of work without assigning any reason to the bidder /contractor. No claim on any account whatsoeverin any manner, in this regard shall be entertained by the employer (SAU).
26	-Deleted-
	/32

SOUTH ASIAN UNIVERSITY

TENDER DOCUMENT. (Misc. Interior Works at Guest House)

Registrar South Asian University





## 3.4 FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND)

NOT APPLICABLE

(Only Online Transfer to SAU Bank Account)

## 3.5 INTEGRITY PACT

To,

M/s XXX

(Name and Address of Contractor)

Name of Work: Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)

#### NIT No. 41/NIT/SAU/2025

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

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

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

Yours faithfully

The Registrar,

South Asian University,

Rajpur Road , Maidangarhi,

New Delhi - 110021



## 3.6. INTEGRITY PACT

To,

The Registrar,
South Asian University,
Rajpur Road, Maidangarhi,
New Delhi - 110068.

Name of Work: Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)

NIT No. 41/NIT/SAU/2025

Dear Sir,

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

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Tenderer)



#### 3.7. INTEGRITY AGREEMENT

#### **BETWEEN**

President, South Asian University represented through Registrar, South Asian University, Rajpur Road, Maidangarhi, New Delhi – 110068, SAU, (Hereinafter referred as the "**Principal/Owner**", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### **AND**

#### Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. 41/NIT/SAU/2025) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House). hereinafter referred to as the "Contract".

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

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

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

## Article 1: Commitment of the Principal/Owner

- The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in Connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Tenderer(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s)confidential / additional information through which the

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

- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2. If the Principal/Owner obtains information on the conduct of any of its employeeswhich is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Tenderer(s)/Contractor(s)**

- 1. It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2. The Tenderer(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner"s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Tenders or any other actions to restrict competitiveness or to cartelize in the Tendering process.
  - (c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Tenderer(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could Tender in a tender but not

- both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Tenderer(s)/Contractor(s) will, when presenting his Tender, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage tojustified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## **Article 3: Consequences of Breach**

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

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

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

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

in its considered opinion forfeits the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Tenderer/Contractor.

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

## **Article 4: Previous Transgression**

- 1. The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State PublicSector Enterprises in India that could justify his exclusion from the Tender process.
- 2. If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/ Owner.
- 3. If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

## Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

- 1. The Tenderer(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2. The Principal/Owner will enter into Pacts on identical terms as this one with all Tenderers and Contractors.
- 3. The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the Tenderer, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

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

#### **Article 7- Other Provisions**

- 1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2. Changes and supplements need to be made in writing. Side agreements have not been made.

- 3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the

#### 3.8. SAU CONTRACT AGREEMENT (Format)

This agreement made this day of XX Month XX, Year XXXX, between the South Asian University, established through the South Asian University Act 2008 (No. 8 of 2009 dated 11<sup>th</sup> January 2009) by the Republic of India, having its office at Rajpur Road Maidangarhi, Delhi 110068 (hereinafter referred to as the "the Employer" which expression shall include its administrators, successors, executors and assignees) of the one part, and XXXXX (hereinafter referred to as the

"Contractor" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assignees) of the other part.

WHEREAS, SOUTH ASIAN UNIVERSITY, is desirous of "Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)." (hereinafter referred to as the "PROJECT or the WORK") and has accepted a tender submitted by the contractor for the execution and completion of such work/ Project and remedying of defects there in as per condition of contract.

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

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

#### ARTICLE 1.0 – AWARD OF CONTRACT

#### 1.1 SCOPE OF WORK

Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House), as per the terms and conditions of the agreement / contract.

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

#### **ARTICLE 2.0 – CONTRACT DOCUMENTS**

- 2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").
  - a) Agreement Form
  - b) Letter of Acceptance
  - c) Letter of Commencement of Works duly accepted by the contractor.
  - d) Integrity Pact
  - e) Integrity Agreement



- f) Tender Document Published on <a href="www.tenderwizard.com/SAU">www.sau.int,&www.eprocurement.gov.in</a> .consisting of:
  - i. PART A: ELIGIBILITY TENDER
  - ii. PART- B: GENERAL CONDITIONS, SPECIAL, ADDITIONAL CONDITIONS AND PARTICULARSPECIFICATIONS
  - iii. PART-C SCHEDULE OF QUANTITIES
  - iv. CPWD GCC 2023 (construction works) with up to date correction slip issued up to last date of submission of tender by the bidder. (Term SE, CE, ADG, wherever mentioned in the GCC may be read as "appropriate authority in South Asian University, New Delhi")
  - v. Tender Drawings uploaded on website shall be deemed to be part of agreement.
  - vi. Any Corrigendum/amendment issued by SAU
  - vii. Financial Tender Downloaded from www.tenderwizard.com/SAU
  - viii. Documents uploaded by the contractor and other correspondence with SAU.
    - ix. Contractor's Acceptance/ Performance Bank Guarantee
    - x. Power of Attorney document submitted by the contractor

#### **ARTICLE 3.0 - CONDITIONS & COVENANTS**

- 3.1 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents and drawings but which are reasonably implied for satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of acceptance and Letter of Commencement.
- 3.2 Contractor shall adhere to all requirements stipulated in the Contract documents.
- 3.3 Time is the essence of the Contract and it shall be strictly adhered to. Theprogress of work shall conform to agreed works schedule/contract documents.
- 3.4 The rates and prices quoted include all constructional plant, labour, supervision, materials, erection, maintenance, Insurance, profit etc. together with all the general risks, liabilities and obligations set out or implied in the contract.
- 3.5 The contractor shall adhere to all Labour Laws of the Government and as per Contract Documents.
- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Acceptance is Rs.XXX (Rupees XXXX only), which shall be governed by the stipulations of the contract documents.

## **ARTICLE 4.0 – Settlement of Disputes and Arbitration**

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



## ARTICLE 5.0 Obligation of the Contractor:

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

#### **ARTICLE 6.0- Notice of Default**

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

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

Binding Signature of the Contractor	Binding signature of the Owner
(XXX) (XXX)	
	Registrar
For and on behalf of:	For and on behalf of:
M/s XXX (Contractor)	M/s SOUTH ASIAN UNIVERSITY
WITNESS:	WITNESS:
	1,
	2. SIAN UN SOLUTION S

## 4.0 PARTICULARS OF WORK

## 4.1. BRIEF PARTICULARS OF THE WORK

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

Name of Work  Estimated Cost  Period of Completion		Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)	
		Rs. 9,97,380/- 07 Days	
2	The above work isto be executed in Guest House rooms and other areas from Ground floor to third floor.		
3.	The tenderer/bidder may inspect the site/area for ascertaining the site conditions, approaches for work, surroundings etc. No claim whatsoever in this regard shall be entertained by the University.		
4.	The sample has been fixed in one room. The bidder may see the same before quoting his rates.		



5.	Brief scope of work (as per SOQ) includes:
	(The brief scope of work given below is for guidance purpose only and does not absolve the contractor from his responsibilities and duties or scope of work as per this content, even if not indicated here)
	<ol> <li>Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House).</li> </ol>
	2) Providing and Fixing main curtains and sheer curtains
	<ol><li>Providing and Fixing Curtain Rods, End caps and brackets as per approved sample.</li></ol>
	4) Providing window blinds as per SOQ.
	Any contingent/appurtenant work required for completion of the said item/work
5.	Work shall be executed according to Specifications given in SOQ, CPWD Specification 2019, CPWD General Conditions of Contract (GCC 2023, construction works) available free of cost at <a href="https://www.cpwd.gov.in">www.cpwd.gov.in</a> ) The Tenderer may also obtain the addressof the outlets from the CPWD website or by Engineer-in-Charge
6.	The location plan, plans & elevations etc. are available for inspection in the office of the Executive Engineer, South Asian University, Rajpur Road, Maidan garhi, Delhi-68 on any working day between 10 AM to 5 PM and main architectural drawings are part of tender document uploaded in SAAU website.



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

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

		for forfeiture of Earnest Money Deposit/ Performance Guarantee and he shall be debarred from tendering/taking up of works in SAU.
5	1.7	The Tenderer should not have been blacklisted by any State/Central Government Department or PSU or Autonomous bodies. The bidder must submit a duly notarized affidavit to this effect. Applications received without this declaration shall stand automatically rejected.
	1.8	The applicant's must submit an <u>undertaking</u> on letterhead that up to date tax returns have been filed along with copies of such returns submitted to the concerned IT department/ Commercial Tax department
	1.9	Minimum requirement of Technical Staff for this work is given in Clause 32 of Schedule F.
2.0		DEFINITIONS:
	2.1	In this document the following words and expressions have the meaning hereby assigned to them:
	2.2	EMPLOYER: Means the South Asian University (SAU), acting through its Authorized representative, or successor thereof.
	0.0	BIDDER: Means the individual, proprietary firm, firm in partnership, limited company (private or public) or corporation.
	2.3	Joint ventures, consortium and special purpose vehicles are not accepted as bidders.
	2.4	"Year" means "Financial Year" unless stated otherwise.
	2.5	"SAU" means South Asian University, Delhi-110068
	2.6	"Engineer - in - charge" means any authorized representative of SAU or his successor thereof.
	2.9	The words "Tenderer" and "bidder" holds the same meaning so is the word "Tender" and "bid".
		The term, contract/agreement, contract agreement wherever used (interchangeably) in this tender documents means the same



3.0		METHOD OF APPLICATION:
	3.1	If the Tenderer is an individual, the application shall be signed by him above his full type written name and current address.
	3.2	If the Tenderer is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
	3.3	If the Tenderer is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current address, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partnersof the firm should accompany the application.
	3.4	If the Tenderer is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Tenderer should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
4.0		FINAL DECISION-MAKING AUTHORITY
		The employer reserves the right to accept or reject any Tender and to annul the process and reject all Tenders at any time withou assigning any reason there of or incurring any liability to the Tenderers.
5.0		PARTICULARS OF THE WORK ARE PROVISIONAL
		The particulars of the work given in Section-4.1 (Brief Particulars o work) are provisional. They are liable to change and must be considered only as advance information to assist the Tenderers.

		(NIT Form CPWD-6).
	6.1	The tenderer should own necessary tools required as perlist, required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiringetc., and submit the list of firms from whom he proposes to hire.
	6.2	The tenderer should have sufficient number of Technical and Administrative employees for proper execution of the contract. The Tenderer should submit a list of these employees stating clearly how these would be involved in this work.
7.0		EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS
		Tenderer should furnish the following information:
	7.1	List of works of similar nature successfully completed during the last seven years (in form -"C") for determining the eligibility criteria. Work order/ award letter copies to be submitted as proofs.
		Similar works defined in the eligibility criteria Para 1.5 of section 3.3
	7.2	Particulars of completed works and performance of the applicant duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each eligible work completed (in Form-" E").
		List of the projects under execution or awarded (in Form- "D").
	7.3	The tenderer should list all work in this category but not more than Ten.
		ORGANISATION INFORMATION
8.0		Tenderer is required to submit the information in respect to his organization (in forms- "F" & "G").
		CONSTRUCTION PLANT & EQUIPMENT
9.0		Tenderers should furnish the list of plant and equipment to be used in carrying out the work (in Form- "H"). Details of any other plant & equipment required for the work not included in form "H" and available with the Tenderer may also be indicated.
10.0		LETTER OF TRANSMITTAL  The Tenderer should submit the letter of transmittal attached with the

		Tender/bid document
11.0		AWARD CRITERIA
	11.1	The employer reserves the right, without being liable for any damages or obligation to inform the Tenderer ,to:
	a)	Amend the scope and value of contract.
	b)	Reject any or all of the applications without assigning any reason.
12.0		ESSENTIAL SUBMISSIONS AND INFORMATION
	12.1	The Tenderer shall provide copies of work orders as well as completion certificates from the past Employer as documentary proof for having executed similar works. However, decision with regard to eligibility of the applicant/ successful Tenderer will be taken by the University, only after necessary documents provided by the applicant have been examined.



4.3.1. Letter of Transmittal

### 4.3 SECTION-III INFORMATION REGARDING ELIGIBILITY CRITERION

From:
To,
The Registrar, South Asian University, Rajpur Road, Maidangarhi, Delhi – 110068
Sub: Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sul Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House) Sir,
Having examined the details given in <b>Tender Notice and Detailed Tender</b> document available on designated websites for the above work, I/we hereby submit the relevant information.
1. I/We hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
<ol><li>I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.</li></ol>
<ol> <li>I/We submit the certificates as per the form "E" in support of our suitability, technical knowledge and capability for having successfully completed the following works:-</li> </ol>

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

4. Eligibility/Tender docum	ents are	submitted	online	and	Earnes	st M	ioney
amounting to Rs		in	the pres	scribed	form	has	beer
deposited, proof is herew	ith under s	sealed enve	lope.		100		

5. Financial Bid is attached with the tender document...

Enclosures:-

Seal of Tenderer

Date of submission

SIGNATURE(S) OFTENDERER(S)



## 4.3.2. DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LASTSEVEN YEARS

Name of the firm / Bidder......

100				_
	Вешэцк	12		
	Name and Address	11		
	(Postal & E- mail) \ telephone number of officer to whom reference may be made	10		
	noitegitiJ noitertidre	6		
	cases pending / in progress with details*	∞		unt awarded by the arbitrator,
	Pctual date of noiteldmoo	7		arded by t
	Stipulated date of completion	9		
	Date of commencement as per contract	2		ed and amo
	Cost of work in Rs, Crores	4		ınt claim
	Owner or sponsoring notissinespro	က	+	gross amou
	Name of work project and location	2		* Indicate the gross amount claimed and amo
	on 12	-		*

### SIGNATURE OF BIDDER(S) WITH STAMP

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

Name of the Firm/Contractor:

r======			
		_	SIN.
		2	Name of work /project and location
		ω	Owner or sponsoring organization
		4	Cost of work in Rs, Crores
		CJ	Date of commencement as per contract
		6	Stipulated date of completion
æ		7	Up to date percentage progress
SIGN		<b>∞</b>	Slow progress if, and reason there off
SIGNATURE OF BIDDER(S) WITH STAMP		9	(Postal & E- mail) / telephone number of officer to whom reference may be made
(S) WITH S	10		Name and Address
STAMP		10	Remark

FORM "E"

### 4.3.4 Performance report of works to be considered for Eligibility

Nam	e or tr	ne Firm/Contractor:	
1,	Nan	ne of work / Project &Location	
2.	Agre	eement No.	
3.	Esti	mated Cost	
4.	Ten	dered Cost	
5.	Date	e of Start	
6.	Date	e of completion	
	i)	Stipulated Date of Completion (as mentioned in work order )	
	ii)	Actual Date of Completion	
7.	i)	Status of Compensation	
		(Not Levied / Levied / Not Decided)	
	ii)	Amount of compensation levied for delayed completion, if any	
8.	Amo	ount of reduced rate items, if any.	
9.		ether any litigation / arbitration case pending progress in respect of this work.	
10.	Per	formance Report	
5.	1)Q	uality of Work	Very Good / Good / Fair / Poor
	2)Fi	nancial Soundness	Very Good / Good / Fair / Poor
	3) T	echnical Proficiency	Very Good / Good / Fair / Poor
	4)R	esource fullness	Very Good / Good / Fair / Poor
	5)G	eneral Behavior	Very Good / Good / Fair / Poor
11	Rer	marks(if any):	
Date	ed:		Engineer-in-Charge
			Equivalent to EE with stamp

FORM "F"

### 4.3.5 <u>Structure & Organization of the Firm/Tenderer</u>

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

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



Signature of Bidder with stamp

Details of Technical & Administrative Personnel to be deployed on the Work: 4.3.6

(Misc. Interior Works at Guest House) TENDER DOCUMENT

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FORM

Name of the Firm/Contractor:

Ветагка	0	-
How these would be involved in this work	80	
Professional/ Construction experience and details of work carried out	7	
Qualifications	ø	
Name	ιΩ	
Number for this work	4	
Total Number	က	
Designation	2	
on IS.	-	

Signature of bidder(with stamp)

FORM "H"

### 4.3.7 Plant and Equipment Required at Site, To Be Owned / Taken on Lease By The Contractor

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

Signed by an Authorized Signatory of the firm

With stamp



### 5.0 ITEM RATE TENDER & CONTRACT FOR WORKS

### SOUTH ASIAN UNIVERSITY

Tender for the work of: Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)

- a. To be submitted by...15.00 Hrs. 23.01.2025
- b. To be opened in the presence of bidders who may be present at 15.30 Hrs. on 23.01.2025 in the office of the Registrar, South Asian University, Rajpur road Maidan Garhi, Delhi.

(\* to be filled by university)

### **TENDER**

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

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

We agree to keep the tender open for 15(Fifteen) days from the last date of opening of tenders and not to make any modification in its terms and conditions.

<u>I/We have deposited EMD for the prescribed amount as per the bid document</u>. Copy of proof of deposition of EMD to South Asian University is attached with tender.

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

If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President, SAUor his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

### SOUTH ASIAN UNIVERSITY

Further, if, I/We fail to commence work as specified, I/We agree that President, SAU or the successors thereof shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely.

The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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

Dated: .....\*\*

Signature of Contractor

Witness: \*\*

Address: \*\*

Postal Address \*\*

Occupation: \*\*



Dated:\_

5.1	Acceptance		
accepted b		1	*
The letters	referred to below shall f	form part of this contract agreement:	38
a)			
b)			
c)			
		For	& on behalf of SAU
		Signature	

SAU SOUTHASIAN AT THE MERCHANING STATE OF THE STATE OF TH

Designation: Registrar, South Asian University

### 5.2 Proforma of Schedules

SCHEDULE "A"	
Schedule of Quantities or SOQ (The term schedule of quantities (SOQ) or BOQ means the same wherever mentioned in this NIT).	From Page No. xx to Page No.xx
SCHEDULE 'B'	
Schedule of materials to be issued to the contractor by SAU	NIL
SCHEDULE 'C'	
Tools and Plants to be hired to the contractor:	NIL
SCHEDULE "D"	12
Extra schedule for specific requirements / documents for the work, if any	Nil .
SCHEDULE "E"	
Reference to General Condition of contract (GCC):	CPWD General Conditions of Contract 2023 for Construction works as amended as per applicability to SAU requirements and amended/modified up to the previous day of the last date of submission of thetender/bid.  The Standard CPWD GCC is amended from time to time through issue of OMs under series DG/CON which are
	available on CPWD official website at http://www.cpwd.gov.in/Documents/Official Circulars/ DG CON.



Name Of Work		Construction of South Asian University Campus at Maidan Garhi Delhi-110068. (Sub Work: Miscellaneous Interior works, curtains, window blinds etc. at Guest House)					
Estimat	ted cost of work	Rs. 9,9	Rs. 9,97,380/-				
(i) Earnest Money		Rs 19,948/- To be returned after receiving the performance guarantee.					
(ii) Performance Guarantee		: 5% of accepted tendered value  (After recording of completion certificate by the competent authority, the performance guarantee shall be returned to the contractor, without any interest)					
(iii) Sec	(iii) Security Deposit		: 2.5% of accepted tendered value of work to be deducted from each running bill and final bill				
Genera	al Rules & Directions: -	1					
Officer	inviting tender:	0	: Registrar, South Asian University				
Definiti	ions:	-					
	Engineer-in-Charge	Engineer-in-Charge					
<u>ii</u>	Accepting Authority		President SAU				
iii	Percentage on cost of materials and Labour to cover all overheads and profits		15%				



iv	Standard Schedule of Rates	a	CPWD DSR 2023 with amendments up to previous day of last date ofs of the tender.  South Asian University (SAU)  CPWD Form 7 as per GCC 2020 (construction works) as modified & corrected up-to previous day of last date of submission of bid.		
V	Department				
vi	Standard CPWD Contract GCC2020, CPWD form 7/8 as and corrected up to:	modified			
Clause	1			0	
,	e allowed for submission of Performanthe the date of issue of letter of acceptanthe		ee	:3 (Three) days	
-	mum allowable extension with late fee rmance guarantee amount beyond the ove.			:4 (Four) days	
Progress EPFO,	e allowed for submission of programmess) and applicable labour licenses, ESIC and BOCW Welfare Board or from the date of issue of letter of accordance.	registration proof of appl	with	: 1 Days	
Clause	2				
Authori	ty for fixing compensation under claus	se 2	Uni	esident, South Asian iversity or successor reof	
Clause	2A			100	
Whethe	er Clause 2A shall Be applica etion)	able (Early	: N	ot Applicable	
Clause	5				
,	er of days from the date of issue of acceptance for reckoning date of	: 1 (One) da	-	date of handing over o	

Table of Milestone(s)						
SL. No	Description of Milestone (Physical)	Time allowed in days (From date of start)	% Amount of tendered cost to be with-held in case of non-achievement of milestone			
1	Completion of 50% work	4 Days	1%			
2	Completion of 100% work	7 days	1%			

- The contractor will ensure that all components of the work are executed in time.
  In case milestones are not achieved by the contractor for the work, the amount
  shown against milestones shall remain withheld by the Engineer-in-charge as per
  condition of the contract.
- 2. Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the Bidder for the work, the amount shown against milestone shall remain withheld.
- 3. Intending bidder may submit phasing of activities/milestones based on their resources and methodology at the time of bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the above-mentioned physical milestones.

### **Authority to Decide:**

i) Extension of time	: President, SAU
(ii) Rescheduling of mile stones	: President, SAU
(iii) Shifting of date of start in case of delay in handing over of site	: President, SAU

### Clause 6, 6A

Clause applicable - (6 or 6A)	: 6A (Computerized Measurement Book)		
Clause 7	a tone tare made and a second		
Gross work to be done together with net payment/adjustment of advances for material collected if any, since the, last such payment for being eligible to interim payment.	5 Lakh		
Clause 7A ( EPFO, ESIC and BOCW)	: Not Applicable		

List of testing equipment to be provided by the contractor at site lab. : NA					
Clause 10B					
Whether Clause 10 B (ii) & (iii) is applicable;	Not Applicable				
Mobilization advance and advance for T & P.					
Clause 10C (escalation)	Not Applicable				
Component of labour expressed as percent of value of work	10%				
Clause 10CA	Not Applicable				
Clause 10B					
Whether Clause 10 B (ii) & (iii) is applicable;	Not Applicable				
Mobilization advance and advance for T & P.					
Clause 10C (escalation)	Not Applicable				
Component of labour expressed as percent of value of work	10%				
Clause 10CA	Not Applicable				
Clause 10CC;					
(Payment due to increase/decrease in the	Not Applicable				

prices other than material under 10 CA):	
Clause 11	



Specification & Mode of Measurement to be CPWD Specifications 2019 Vol | & || with up to date corrections steps till followed for execution of work previous day of last date submission of tenders and as detailed in nomenclature items. Specifications mean amended/ modified up to last date of submission of tender/bid Clause 12 (Extra/ deviation) Type of Work Miscellaneous Interior works. curtains. window blinds etc. at Guest House Maximum percentage for quantity of items of work to be As per GCC 2023 executed/Deviation Limit beyond which clauses 12.2 & 12.3 shall Please refer apply for G.I. fixed and openable window work determined in percentage below accordance with Clauses 12.2, 12.3 Items as per SOQ :30% (Thirty Percent) Clause 16 Competent Authority for deciding reduced rates : President SAU or successor thereof. Clause 17 **Defects Liability Period** : 12 Months after completion of work Clause 18 List of mandatory minimum machinery, tools & plants to be deployed by the contractor at site:-S.no Machine **Numbers** 1. Drilling machine 1 Electrical Drilling Machine, with extension cable etc. 1 No n 2 Measuring tape 3 mtrs, 5 Mtrs 1 Each 3 Ladder /scaffold stand 1 4 Leveling bar, 1 5 **Cutting SAW** 



1

### Note:

- 1. The above list is only indicative and not exhaustive. The contractor is required to deploy necessary equipment for achieving the progress as per Milestone Schedule given in Schedule F, Clause 5 and the completion of Entire Work within the stipulated time. These resources are minimum required. All plants and equipment need not to be mobilized simultaneously, plants and equipment asrequired as per the progress of work shall be brought at site timely.
  - 2. Any other machinery / equipment / tools and Plants as required as per the agreement / specification laid down in the agreement to be provided by the contractor at no extra cost and as per the actual requirement at site.



Clause 19: Penalty for each default in follo	wing cases		
Clause 19C (safety provisions)	Rs 500/- for each default		
Clause 19D (labour report)	- NA-		
Clause 19G (labour health and welfare)	Rs 500/- for each default		
Clause 19H (labour hutment)	( not allowed for the work		
Clause 25			
Constitution of Dispute Redressal Committee (DRC)	: South Asian University (SAU)		
Chairman	OSD/Chief Liaison Officer, SAU, or equivalent officer in SAU		
Member	Director Finance, SAU		
Member	External Technical Expert/ BWC member		
Presenting Officer	Engineer in charge from SAU or Executive Engineer/ Superintending Engineer, SAU.		

- The above constitution of Dispute Redressal Committee is subject to change, for which necessary notification shall be issued by the competent authority of the SAU (i.e. the President SAU), as may be required.
- 2. The chairman of committee or President, SAU may substitute any member in case of their non-availability.
- 3. In addition to above, one or more BWC Members may be co-opted/Nominated by Chairman of the committee or by the President, SAU, whenever such a need arises.



Cla	Clause 32						
S. No	Minimum qualification of Technical Representative	Designation	Minimum experience (Years)	No's	Rate at which recovery shall be made from the contractor in the eventof not fulfilling provision of Clause 32		
1	Supervisor	Representative	5	1	Rs.20,000/- PM		

- The contractor shall submit a proof of employment or affidavit/undertaking of the technical representative(s) and shall produce evidence at any time if so required by the Engineer-in-charge.
- 2. The deployment schedule of technical staff will be in accordance to sequence of work.

Clause 38 Variation in theoretical quantities Not Applicable



**6.0 Part B**Other conditions

### 6.1 Special CONDITIONS

1. The work shall be carried out as per CPWD specifications for works-2019 Vol. I & II with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specifications and special conditions, where specifications are silent, the decision of Engineer- in-Charge shall be final and binding on contractors.

**Note:** The CPWD GCC Construction works 2023 suitably amended by SAU will not be issued along with the tender document but same shall form part of the agreement to be drawn and signed by both the parties after acceptance of tender.

- 2. The architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineerin-Charge.
- 3. The tenderer shall study carefully, the drawings, specifications, schedule of quantities and conditions of the tender documents to fully appreciate the scope of work before quoting his rates.
- 4. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
- **5.** The rates quoted by the contractor shall be taken as net and nothing extra shall be paid onany account i.e. royalty, cartage, sales tax and stacking at required places & working in restricted area etc.
- **6.** The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
- 7. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
- 8. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified, as 'first quality' by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the Engineer-in-Charge before actual execution of work.
- The contractor shall submit a detailed programme of work within one day of the date of issue of letter of intent. Detailed programme should include all the mile stone, cash



### SOUTH ASIAN UNIVERSITY

flow, material procurement, manpower deployment. Program must show clearly the critical path to complete the project in time.

- 10. The Engineer-in-Charge can modify the programme and the contractor shall have to work accordingly. During review of work progress, Engineer in Charge can ask to modify the programme. Contractor shall resubmit the modified programme in 2 days.
- **11**. The quantities of each item shall not be exceeded beyond the agreement quantities without prior permission of Engineer-in-Charge.
- **13**. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police.
- 14 No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.
- 15. Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same building along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agency carrying out his work.
- 16. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc., the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.
- 17. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road, VIP's corridor extra.
- **18**. The contractor shall be fully responsible for the safe custody of the material issued or brought byhim to site for doing the work.

### 19. Testing of materials: -

The contractor shall arrange Manufacturer test certificate of all the material used.

- 20. The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.
  - 21. There be any difference or discrepancy between the description of items as given in the schedule of quantities, specifications for individual items of work (including special conditions, particular specifications) and I.S. Codes etc., the following order of preference shall be observed.
- a. Description of items as given in Schedule of quantities/BOQ
- b. Particular Specifications / Technical Specifications
- c. Special Conditions
- d. Additional conditions



### SOUTH ASIAN UNIVERSITY

- e. Tender drawings attached
- f. CPWD Specifications.
- g. General Conditions of Contract for CPWD
- h. Indian Standards Specifications of B.I.S.
- i. General / Prevalent Industry Practice/ direction of Engineer In Charge.
  - Any reference made to any Indian Standard Specifications and other specifications mentioned in the respective items in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
- 21. The malba /garbage generated at site due to work activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site identified by the Engineer-in-charge.
- 22. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipment's left out of his work and dress the site around the building to the complete satisfaction of the Engineer- in-charge before the work is treated as completed.
- 23. -Deleted-
- 24. -Deleted-
- 25. -Deleted-
- 26. The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale dimensions.
- 27. The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. The stacking shall take place as per stacking plan however, if any change is required, the same shall be done with the approval of Engineerin-Charge.
- 28. The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials, if any as to those materials also arranged by the contractor.
- 29. PREVENTION OF NUISANCE AND POLUTION CONTROL; The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during and minimum hindrance to road users or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, drainage works, building, plumbing & sanitary pipeline whatsoever caused due to the execution of the work or by work force thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-charge and disposed at designated place only. The Contractor shall take all precautions to abide by

the environmental related restrictions imposed by any statutory body having jurisdiction in Delhi as well as prevent any pollution of streams, ravines, river bed and waterways

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

- 30. Proper safety measure like safety belt, netting or barrier will be used by the contractor for safe execution of work. Nothing extra shall be payable on this account. The contractor shall maintain it during the complete period of execution and realign it if required, for execution of works. A suitable penalty/fine per day may be levied for not maintaining the above safety gadgets in good condition or breach of any of the above conditions as per the direction of Engineer-in-charge.
- 31. The contractor shall be responsible for the watch and ward/guard of the safety of all equipment, services provided by him against pilferage and breakage during the period of installations and thereafter till the work is physically handed over to SAU.

### 32. RESPONSIBILITY

- a) The Contractor shall protect and indemnify SAU and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.
- b) The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify SAU from any and all damages and claims that may arise on any account.
- c) The Contractor shall be responsible for any liability imposed by law for any damage to the Work or any part thereof or to any of the materials or other things used in performing the Work or for injury to any person or persons or any property damage in or based under Work limit.

### 33. SUPERVISION OF WORK

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

### 34. RATES: The rates quoted by the Contractor are deemed to be inclusive of;

a) The site clearance, setting out work, taking measurements, spot levels, location assessment survey with, all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, working during

monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location, implementation of green building norms and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this accountand no extension of time for completion of work shall be granted on these accounts.

- b) Unless otherwise specified in the schedule of quantities, the rates for all items of work shall be considered as inclusive, for which no extra payment shall be made. This shall also include water encountered from any source such as rains water pipe, soil pipe and/or due to any other cause whatsoever.
- c) The rates for all items of work, shall unless clearly specified otherwise, include cost ofall operations and all inputs of labour, material, T & P, wastages, watch and ward, all incidental charges, all taxes, cess, duties, levies etc. except GST, required for executionof the work except which are exempted as specified in the tender documents.
- d) **Taxes:** The South Asian University is an Inter-Governmental Organization established by the SAARC (South Asian Association for Regional Co-operation) Nations and has been extended the Privileges and Immunities under Section "3" of the United Nations (Privileges and Immunities) Act, 1947 by the Government of India. The University is exempted from paying and collecting all Direct and Indirect Taxes in India. The contractor / agency therefore advised to settle his tax liability accordingly.

In terms of Article 4(1) of the Agreement among SAARC Nations for establishment of South Asian University, "the (South Asian) University and its campuses and centers shall be exempted, in the state where they are located, from paying and from collecting

all direct and indirect forms of taxes and duties for the establishment and operations of the University". In terms of Section-3 of the South Asian University Act 2008 (Act No. 8 of 2009) passed by the Parliament of the Republic of India, notwithstanding anything contrary contained in any other law, the provisions of the above referred Agreement among SAARC Nations for establishment of South Asian University shall have the force of law in India.

### i) Goods and Services Tax (GST):

- 1. SAU is entitled by Govt. of India for reimbursement of GST paid to the contractors to give effect to tax exemption status of the South Asian University for the work of its campus at Maidan Garhi, New Delhi.
- 2. The estimated rates in SOQ are as per prevailing market rates. The agency may quote their rates without GST. Contractor has to pay GST as per applicable rates and he will be paid for the same by SAU.
- 3. As Goods and Services Tax (GST) is reimbursable to SAU, the Contractor shall mention UIN no; 0717UNO00175UNQ in all invoices raised to SAU. The invoice should

be in conformity with the various provisions of respective GST Act.

- 4. The agency shall file GST returns in a timely manner so that the GST reimbursement claims of SAU are not being dishonoured. If this happens the amount will be deducted from the dues of the contractor.
- e) Labour Cess; Not Applicable-
  - 35. WATER/ ELECTRICITY; Since work involves negligible water and electricity requirement. These can be taken from nearest available point. No deduction shall be made for same from contractors bill.

### 36. CLEANLINESS OF SITE

The contractor shall take instructions from the Engineer- In Charge regarding collection and stacking of material at any place. No wastage/material shall be stacked on areas like other buildings, roads, services, approach roads etc.

### 37. -Deleted -



6.0 Part B

### 6.2 ADDITIONAL CONDITIONS

The additional conditions shall be read along with the General conditions of contract, schedule of quality (SOQ), particular specification, drawings and other documents related to works.

- 1. The contractor shall prepare one sample of all items which should be got approved from the Engineer-in-Charge. Only on acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved by contractor till the whole work is completed. The quality of work should be as per approved samples.
- 2. The contractor and/ or his authorized representative should inspect the site order book every day and get the compliance noted by them.
- 3. The dismantling wherever required shall be done in a manner so that no other portions of the building or its fixtures are damaged. If any damage is done to the building it shall be made good by the contractor at his own cost and no claim whatsoever shall be entertained on this account.
- 4. Due to Security reason the contractor shall have to arrange time table of labour according to the requirement of security staff and the instructions of the Engineer-in-Charge. The contractor should see the site before tendering.
- 5. Entry passes for labours and supervisory staff of the agency shall be arranged by the Department on receipt of details and materials as required by the Security staff.
- 6. The contractor shall be responsible for behavior and conduct of his worker. No worker with doubtful integrity or having a bad record shall be engaged by the contractor.
- 7. Defective work, sub-standard work or work not done according to the specifications of the contract shall be liable for summarily rejection and shall not be measured and paid for. This shall be without prejudice to taking any other action against the contractor in accordance with the other terms and conditions of the contract.
- 8. The agency shall submit documentary proof of procurement from the mentioned agencies i.e. Bill/ Invoice etc.
- 9. The agency has to deploy workers in day as well as night shift depending on the exigencies of work. Mostly the work will be carried out till late hours. Nothing extra shall be payable to the agency on this account.
- 10. The contractor shall be fully responsible for any damage to the property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.
- 11. The Tenderer must note that noise at night is prohibited as the residents are living in the residential units.



### 6.3 PARTICULAR SPECIFICATIONS -

### 1. Scope

- a) **Work location** Work is to be done in the Guest House at South Asian University Campus, Rajpur Road, Maidangarhi, New Delhi-68
- b) The Contractor shall be take all the measurements prior to manufacturing curtains and blinds etc. Accuracy of size shall be the solely responsibility of the contractor.
- c) The work is to be carried out under the coordination and supervision of Engineering wing, South Asian University.
- d) Hand Over all the work to authorized representative of Engineer-in-charge / South Asian University.

### 2. Conditions

- a) The contractor shall complete the work within stipulated time.
- b) Quality of materials should strictly as per specification given in contract.



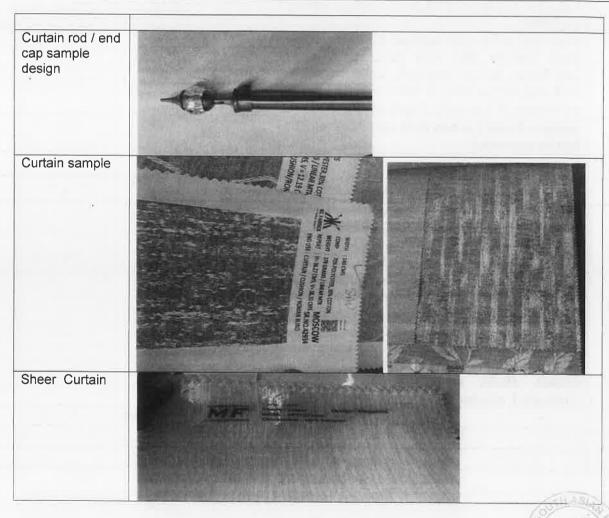
### 6.4 LIST OF APPROVED MAKES

**Note:** Contractor shall quote for the best of the materials as specified below, the contractor shall obtain prior approval from Engineer-In charge before placing order for the specific material / agencies

The Engineer in charge reserves the right to select any of the makes/ brands indicated in the list of approved brand / make. The Tenderer shall quote his rates on the basis of the price for the best quality product of the brand / make stipulated for the item of work in the schedule of quality / specification /list of approved brand / make.

In case of non-availability of any of the approved / specified materials / agency, during the execution of the work, the Engineer-in Charge may approve suitable equivalent brand / agency and his decision shall be final and binding on the contractor and the prices variations if any shall be adjusted accordingly.

S.no. Item Description		Brand / Manufacturer
1.	Blinds	Vista / Ddecor/ Deck



### 7.0 PART C SCHEDULE OF QUANTITIES

S.No.	Item	Unit	Qty	Rate	Amount	Remarks	
1	Providing and Fixing of Main Curtains of High Quality Exported Fabric (with Blackout Lining) made with 70% Polyester and 30% Cotton with width of 140cm, weighing 378 gms/sqm, suitable for Curtains / Cushion / Roman Blinds, stitched by premium thread (Fabric as per approved sample available with engineering wing of SAU) complete to the satisfaction of University Engineer.) The finished length of curtain is approx 2.6 Meter. only finished length shall be measured.	RMT	510				
2	Providing and Fixing of Sheer Curtains of High Quality Exported Fabric made with 100% Polyester with width of 122cm, Cream in Shade and Design: Elegant, suitable for Curtains, stitched by premium thread (Fabric as per approved sample available with engineering wing of SAU) complete to the satisfaction of University Engineer. The finished length of curtain is approx. 2.6 Meter	RMT	171				
3	Providing and Fixing Antique Finish Stainless Steel Curtain Rod with Brackets and end caps/Knobs (as per approved sample available with engineering wing of SAU) complete to the satisfaction of University Engineer.	.1					
a	Antique Finish Curtain Rod( only fixed length will be measured)	RFT	300				
b	Brackets for Curtain Rod	No's	100				
c	End Caps/Knobs for Curtain Rods	No's	68				
4	Providing and fixing of <b>Deck</b> / <b>Vista/Hunter dougless</b> / <b>Ddecor</b> Blinds in band width 7.5 cm-12 cm and is made up of 100% polyester. It comes in Width of 280 cm. Weight-138.5gsm, Thickness-Thin 0.19 mm, Thick 0.48 mm Twilight Blind tube is made of Aluminium with a diameter of 36mm, bottom rail is made of Aluminium with powder coated having weight 390 gm/meter fitted with end caps in colour matching to the fabric and mechanism is of plastic with chain and metal bracket. (Refer complete nomenclature at Annexure-I, attached)	Sqm	108				
				Total			
	GST						
	Total ilc GST						



Annexure-i

Providing and fixing of Twilight Series of Deck Blinds or equivalent from Deck/Vista/DDecor ., Blinds in band width 7.5 cm-12 cm and is made up of 100% polyester. It comes in Width of 280 cm. Weight-138.5gsm, Thickness-Thin 0.19 mm, Thick 0.48 mm Twilight Blind tube is made of Aluminium with a diameter of 36mm, bottom rail is made of Aluminium with powder coated having weight 390 gm/meter fitted with end caps in colour matching to the fabric and mechanism is of plastic with chain and metal bracket. The Blinds comes with Aluminium cover with the matching fabric designed on it. Aluminium profile should have temper WP consisting of alloy 63400 along with anodizing of 10 micron and powder coating of 60 micron. The tensile strength of profile should be 9.10 Kg/mm square and elongation 18. The control clutch drive unit engineered heavy duty chain drive pulley operating system consisting of gear clutch housing and locking plug containing minimum 6 ribs and inserted at minimum of 38mm into coller tube. It is selflubricating Exclusive clutch with safety pins for secure bracket installation and unlocking pin for quick manual removal Universal clutch is most convenient for large windows down to the smallest windows. It shall be driven by a ball chain pulley with ball chainand can be positioned at Right hand or Left hand side of the shade. Clutch gear ratio of 1.75:1 for reduced operating force on larger blinds Mounting hardware brackets universal brackets including end plug bracket with lock down retainer device. Brackets finish of powder coated metal installation brackets made of stamped and hardened steel. Roller tube circularshaped aluminium tube extruded from alloy 63400 and temper WP. Bottom rail flat-shaped extruded aluminium from alloy 63400 and temper WP. Ball chain shall be 2mm diameter cord with plastic bali moulded to form an endless ball chain, it is used for raising or lowering action of the shades. Plastic parts all plastic components are UV-stable compounds available white.

