



Indian Institute of Information Technology, Sri City, Chittoor

NOTICE INVITING TENDER

Tender No.: IIITS/NIT/Road work/2023/029, Dt. 01.03.2023

Notice inviting E-Tenders through e-Wizard portal from eligibility bidders IIIT Sri City, Chittoor, Andhra Pradesh through sealed tenders under two bid systems (Technical bid & financial bid) from the bidders as per the eligibility criteria mentioned in the tender document.

Name of work: Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification

Bid Issue Date	01/03/2023
Pre Bid Meeting Date	March 10th, 2023 at 11:00 AM
Pre Bid Meeting Place	PMC Office , Academic Block, IIIT Sri City
Last Date of Bid Submission	March 22nd, 2023 up to 16:00 Hrs.
Date Of Bid Opening	March 22nd, 2023 at 16:30 Hrs
Mode of Submission	E-Tenders through e-Wizard portal Sealed Tender in TWO bid system Cover 1: Technical Bid Cover 2: Financial Bid
Address for Submission	Through MHRD ewizard portal only MHRD E UNIWIZARDE Portal

Name of work: Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification

PART – I

TECHNICAL BID

NOTICE INVITING TENDER

IIIT Sri City invites sealed tenders in two cover system from the eligible vendors experienced in similar Asphalt Road construction and Infrastructure works .

Name of work	EMD (Rs.)	Time for Completion	Last date and time of receipt & opening of tender
Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification	1.6Lakh	2 Months	Bid Submission last date : 22/03/2023 up to 16:00 Hrs. Bid Opening Date : 22/03/2023 at 16:30 Hrs.

- Tender Documents:** The interested parties may collect the tender documents from the Office of the Registrar or download from web-site of IIIT Sri City – <https://www.iiits.ac.in/tenders> and also can participate in the **MHRD E UNIWIZARDE Portal**.
- Bidders are advised to visit the website frequently to find any addendum/ Corrigendum issued or extension of due date for submission, etc. No separate intimation will be issued /advertised in this regard.
- You are requested to go through the terms and conditions carefully and also visit / inspect the site to familiarize and submit your tender as per procedure explained in the tender document.
- Pre-Bid Meeting:** Pre bid meeting shall be conducted at IIIT Sri City campus, 630, Gnan Marg, Sri City, Chittoor District, Andhra Pradesh on **10.03.2023 at 11:00hrs.**
- The tenderer(s) if required, may submit queries, if any, through E-mail to pmc.2021@iiits.in to seek clarifications within 17:00 Hrs. on **09.03.2023**. IIIT Sri City will reply only those queries which are essentially required for submission of bids. IIIT Sri City will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents or queries received after stipulated, extension of time for opening of technical bids, etc.
- Technical Bids will be open on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.
- Earnest Money Deposit:**
The Earnest Money Deposit amounting to **Rs.1,60,000/- (Rupees one Lakh sixty thousand**

only) must be credited in the form of NEFT/RTGS to “IIIT Sri City Chittoor Opex Account” (A/c. No. 38329375681, IFSC Code. SBIN0016527, (16527) - Sri City (Mallavaripalem), 115, Peepul Boulevard Sri City, Chittoor District, AP - 517 646.

The Companies which are registered under **MSME** are exempted from paying EMD amount as per Government order.

8. Offer must be legible, clear and free from overwriting and cutting. Incomplete submissions are liable to be rejected.
9. **Completion Time:** All the specified works shall be completed **within 2 months** of award of work including mobilization and necessary approvals if any.
10. **Site Visit:** Before tendering, every bidder is advised to inspect the site/locations of work and its environments between Monday to Saturday from 10:00 Hrs. to 16:00 Hrs. except Sunday and Govt. holidays, to ascertain the exact requirement of the NIT, at his own cost.
11. **Minimum Eligibility Criteria:**
 - (i) Satisfactory completion of at least
 - a. three similar works each of value not less than Rs. 20.00 lakh or
 - b. two similar works each of value not less than Rs. 30.00 lakh or
 - c. one work of value not less than Rs. 60.00 lakh in last 6 years (year ending March, 2022).
 - (ii) Similar work shall mean works of Construction of Asphalt road work including earth work and infra-structure works like pipe culverts, RCC / Masonry storm water drain construction, Kerb works etc., with any Government Organizations or any private reputed companies during last 5 financial years ending 31st March 2022.
 - (iii) The tenderer should have minimum average annual financial turnover of **Rs. 10.00 lakh** of similar works during the last 5 years ending 31st March, 2022.
 - (iv) The tenderer shall be working in the field of Road and Infrastructure works of High quality standards for the past 5 years consistently.
 - (v) The tenderer should have valid registration for GST and should have Permanent Account Number (PAN).
 - (vi) Documentary evidences for work experience, turnover, GST, PAN all as indicated & required in the tender document should be furnished without which it will not be taken into account.
12. If the date of opening of the tender is declared as holiday, it will be opened on the next working day at the same time.
13. **Bid Evaluation:** The bid should be submitted online strictly in the prescribed formats and should remain valid for a minimum of **THREE (3) months**.

The Part-1 Technical Bid shall be submitted along with the following documents

- a. Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- b. Earnest Money Deposit Transaction Receipt / EMD exemption documents as applicable.
- c. Memorandum of Association & Article of Association/Partnership deeds, as

applicable.

- d. Description of the bidders works experience of similar nature during last five years along with documentary proof (ending March, 2022).
- e. Balance Sheet and the Profit & Loss Account together with Tax Audit Report duly certified by a firm of Chartered Accountant for the last 5 financial years.
- f. Bidder shall furnish list of the supervisory persons and other technical persons he wishes to deploy in this job along with their experience details.
- g. Letter of Authority for signing and negotiation of bid.
- h. Document in the respect of PAN, GST Registration.
- i. Solvency certificate from any nationalized /scheduled bank.
- j. Receipted copy of the return of Income filed with Income Tax Authority for last 3 years.
- k. Receipted copy of Return of Employees Provident Fund (EPF) for last 3 years.
- l. Any additional relevant information to be furnished by the bidder.

The Part-2, PRICE BID shall be submitted along with the following document;

- a. Schedule of prices duly filled in.

It may please be noted that the price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part - I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.

14. IIIT Sri City reserves the right:

- a. To accept or reject any or all bids either in whole or in part or to invite revised price bids or to annul the bidding process
- b. To postpone and/or extend the date of receipt/opening of quotation or to withdraw the same at any time before finalization without incurring any liability to the affected Tenderer / Bidder.
- c. To omit/delete any item(s) of work from the schedule at the time of allotment or before the commencement of work or during execution of work without assigning any reason whatsoever.
- d. To change the quantity or add the item or cancel the item/service required.
- e. To accept or reject any or all the Tenders without assigning any reason.

15. Bids shall be adjudged as non-responsive due to any of the following reasons:

- (a) Bids submitted after the due date and time.
- (b) Bids submitted without Earnest money or exemption documents.
- (c) Bids submitted without certificate(s) in respect of the financial and technical qualification criteria.
- (d) Bids submitted without documents to establish the eligibility criteria.
- (e) Bids submitted without photocopies of the receipted copies of GST, IT and PF Returns from the respective Competent Authority.
- (f) Any other reason as applicable.

16. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power

- of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
17. The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.
 18. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
 19. Bidder shall set their quotation in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" of "subject to availability of material / equipment" etc. is liable to be rejected.
 20. IIIT Sri City shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IIIT Sri City decides to award the work to the Bidder.
 21. The EMD shall be retained with the IIIT Sri City until finalization of tenders. If any statements documents/information submitted by tenderer is found false/incorrect, willful misrepresented or omission of facts or fake/forged documents, the EMD shall be forfeited.
 22. IIIT Sri City shall, however, release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IIIT Sri City. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
 23. The works shall be carried out in the areas as per the directions of Engineer In-Charge, Safety procedure, specifications and standard code of practice.
 24. Works shall be awarded to L1 tenderer on L1 quoted rates. Price quoted by tenderer shall be fixed and not subject to any escalation whatsoever during the period of execution of the contract including the extended period, if any.
 25. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
 26. **The successful bidder should submit Design, shop drawing(s) / Material Approvals / Method statements for approval from official concerned from IIIT Sri City.**
 27. The successful bidder needs to arrange for the required materials, tools & plants including **scaffolding & staging** and manpower to the locations at his own cost as per the scope of the work. Accommodation and Transportation should be arranged by contractor themselves.

28. The successful bidder has to ensure the safety of the manpower/vehicles deployed in the premises. IIIT Sri City will not be responsible for any incident arising during execution of the work.
29. Water for works shall be provided by IIIT. Electricity for work shall be provided on request by the contractor after approval of the competent authority.

30. PAYMENT TERMS:

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

- a. 95 % along with the progress of work through RAB.
- b. Balance 5 % after the Defect Liability period of 1 year
- c. No advance payment will be made.
- d. Any payment will be released only after satisfactory completion of the work and after submission of the certified bill (s) / invoice(s) as per the schedule for payment.
- e. Payment will be made through on-line upon submission of bills. TDS will be deducted as per rules.

31. **Security Deposit:** Security Deposit shall be deducted from each running bill and the final bill to the extent of 5% of the gross amount payable subject to maximum limit of 10% of the contract value of work. The earnest money deposit shall be adjusted against this security deposit. The security deposit shall be released after 2 months on the expiry of DLP / guarantee period stipulated in the contract.

32. **TAXES AND DUTIES:** The Rates unless otherwise specified, will be deemed to exclude sales tax or GST or any other taxes and duties, which are in force or may be levied by the Central/State/Local Governments from time to time, on the production and sale of the goods.

33. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor will be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.

34. Right of Rejection:

The IIIT Sri City reserves the right to reject any proposal that does not address all the requirements of the NIT. In addition, the IIIT Sri City reserves the right to accept or reject any proposal submitted by the tenderers, and to cancel the NIT process and reject all proposal submissions at any time, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected tenderer the grounds for IIIT Sri City action.

35. FORCE MAJEURE

IIIT Sri City, Chittoor may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the contract, is the result of a force majeure.

36. ARBITRATION

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (IIIT Sri City, Chittoor or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute and will be referred to the arbitrator to be nominated by The Director, IIIT Sri City, Chittoor. The Venue for arbitration shall be Tirupati District, Andhra Pradesh – 517 646.

37. JURISDICTION: All the disputes arising out of this order shall have exclusive jurisdiction of Tirupati, Andhra Pradesh only.

Integrity Pact

To,

The Registrar,
Indian Institute of Information Technology Sri City, Chittoor
630, Gnan Marg, Sri City
Tirupati District – 517 646
Andhra Pradesh.

Sub: Submission of Tender for the Work of **Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification**

Dear Sir,

I/We acknowledge that IIIT Sri City 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 bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

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

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

Yours faithfully

(Duly authorized signatory of the Bidder(s))

Signature of the tenderer with seal

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this Day of..... 2023

BETWEEN

The Registrar, Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Tirupati District – 517 646, Andhra Pradesh.

IIIT Sri City, (Hereinafter referred as the ‘Institute’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND.....

(Name and Address of the Individual/Firm/Company) through
.....(Hereinafter referred to as the
(Details of duly authorized signatory)
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or
context thereof include its successors and permitted assigns)

Preamble

WHEREAS the Institute has floated the Tender [NIT No. IIITS/NIT/Road work/2023/029] (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification** hereinafter referred to as the “Contract”.

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

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

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

Signature of the tenderer with seal

Article 1: Commitment of the Institute

- 1) The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Institute, 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 Institute will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Institute shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Institute obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Institute will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIIT Sri City all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant

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

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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 Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Institute after giving 14 days' notice to the contractor shall have powers to disqualify the

Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Institute. Such exclusion may be forever or for a limited period as decided by the Institute.

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Institute has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Institute apart from exercising any legal rights that may have accrued to the Institute, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Institute obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Institute has substantive suspicion in this regard, the Institute will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder 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 Bidder/Contractor as deemed fit by the Institute.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIIT Sri City.

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 Institute, 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 Institute in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal & Prior Rights

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

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

.....
(For and on behalf of Institute)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Date:

SPECIAL CONDITIONS**1. Rates:**

- 1.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies, octree and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site temporary constructional storage, risks, overhead charges general liabilities /obligations and clearance form local authorities. However, the fee for inspections shall NOT be borne by the Institute.
- 1.2 The contractor has to carry out maintenance of the constructed area for 12 months from the date of handing over. Nothing extra shall be paid.

2. Completeness of tender:**1. Storage and custody of materials:**

The agency has to make his own arrangements for storage of materials at site. No separate storage accommodation shall be provided by the Institute. Watch and ward of the stores and their safe custody shall be responsibility of the contractor till the final taking over the facilities by the Institute.

2. Care of the Building:

Care shall be taken by the contractor while carrying out their scope of works to avoid damage to the building and other IIITS facilities in the vicinity . He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the works from the site of work.

3. Completion of period

The completion period of three (2) months indicated in the tender documents is for the entire work of **Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area and handing over the** entire facilities to the satisfaction of the Engineer-in-charge.

4. Performance Guarantee:

- a. The tenderer shall guarantee among other things, the following
- Quality, strength and performance of the materials used.
 - Safe mechanical and electrical stress on all parts under all specified conditions of operation.
 - Satisfactory operation during the maintenance period.
- b. The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent (LOI). This guarantee shall be in the form of Bank Guarantee of any

scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the Competent Authority.

5. Guarantee

All material used shall be guaranteed for a period of 12 months from the date of taking over the entire work area by the Institute against unsatisfactory performance and /or any defects due to defective design, workmanship of material. The material used or any components, or any part thereof, so found defective during guarantee period shall be forth with repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the Institute that undue delay is being caused by the contractor in doing this, the same will be got done by the Institute at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.

6. Compensation for Delay

The contractor is to complete his work under this contract on or before the date mentioned in the tender failing which he shall be subject to pay or allow deduction of 1 % on the total amount of the contract for every week of delay subject to a total deduction of 10% of the contract value/agreement amount or the value of final bill whichever is more as liquidated damages to the IIIT Sri City.

7. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Engineer-in-charge who shall grant it in writing if there are reasonable ground for it, and without such Authority in writing by the Engineer-in-charge, the contractor shall not claim exempted from the fine livable under Clause 8. For the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
8. The contractor shall inform the Engineer-in-charge of his intention of making delivery of materials and on the materials being approved the Engineer-in-charge or his authorized representative shall grant a receipt to him no material will be considered as delivered until so approved.
9. On the completion of the delivery of material the contractor shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such positions as be pointed out to him.
10. The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

11. Power Supply

Electric service connection of 415 V, 3 Phase, 4 Wire, 50 Hz, AC supply shall be provided by the Institute for the contractor work purpose on written request and after approval of the competent authority.

12. Water Supply

Water supply shall be made available by the Institute at one point.

13. Data Manual and Drawings to be furnished by the tenderers:

With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and Technical data sheets, Test reports of materials proposed to be used for appraisals and evaluation of the offer.

14. After Award of work

- (i) The successful tenderer would be required to submit the following within a month of award of work for approval before commencement of installation.
 - (a) All general arrangement / Layout / Cross section drawings
 - (b) Material Approval Sheets for the materials proposed to be used in the work.
 - (d) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor.

15. Extent of work

- a. The work shall comprise of entire labor, machinery including supervision and all materials necessary to make a complete area ready to allow traffic in with all tests and commissioning as may be required by the Institute. The terms complete area ready to allow traffic shall not only mean major items of work covered by specifications and drawings but all incidental sundry components necessary for complete execution and satisfactory performance of the road and infrastructure facility with all charges whether or not those have been mentioned in details in the tender document in connection with this contract.
- b. Maintenance of the entire works for one year from date of completion and handing over.
- c. The work is a turnkey project. Any item required for completion of the project but left inadvertently shall be executed within the quoted rates.

16. Inspection and testing:

- a. After completion of the work in all respect the contractor shall offer the area for traffic operation.

17. Validity

Tenders shall be valid for acceptance for a period of 90 days from the date of opening of price bid.

18. Compliance with regulations and Indian standards

- a. All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the installation will comply with the following:
 - (i) Factories Act.
 - (ii) IS & BS Standards as applicable.
 - (iii) Workmen's compensation Act.
 - (iv) Statutory norms prescribed by local bodies like CEA, NDMC etc.
- b. Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the work to be completed in accordance with currently applicable statutory regulations and safety codes.
- c. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and Institute's requirements of safety codes in respect of labor employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 250/- for each default. In addition, the Institute will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

19. Indemnity

The successful tenderer shall at all times indemnify the Institute, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the Institute shall not be responsible for any accident or damage incurred or claims arising therefrom during the period of construction under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

20. Machinery & Tools

No machines and tackles either for unloading or for shifting the materials for the work purposes would be made available by the Institute. The successful tenderer shall make his own arrangement for all these facilities.

21. Cooperation with other agencies

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the Institute for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure

incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

22. Mobilization Advance

No mobilization advance shall be paid for this work.

23. Insurance and Storage

All consignments are to be duly insured the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

24. Verification of correctness of Materials at Destination

The contractor shall have to produce all the relevant records to certify that the genuine materials from the supplier / manufactures as per approval has been supplied.

25. Maintenance

- a. Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.
- b. The maintenance, routine as well as preventive for one year from the date of taking over the area of work shall be carried out and the record of the same shall have to be maintained.

26. Interpreting Specifications

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Schedule of quantities
- (b) Technical specifications
- (c) Drawing (if any)
- (d) General Specifications
- (e) Relevant IS or other international code in case IS code is not available.

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TECHNICAL SPECIFICATION

1. The contractor shall be supply and install Materials as per specifications (Schedule of Requirement) placed in tender at Annexure - I..
2. The tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.
3. Overhead Charges: The quoted price (final offer) must be F.O.R. – IIIT Sri City, including all overheads such as Packing, Forwarding, Loading/Unloading, Transporting, Postage/Courier, Octree, Freight, and Insurance etc.
4. Additional Charges if any, for Installation, Packing-Unpacking, Loading/ Unloading, Erection, Commissioning and De-commissioning, Inspection, Certification, Extended Warranty any other charge(s) must be included in the quoted amount.
5. No T & P shall be issued by Institute and nothing extra shall be paid on account of this.

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Annexure - I**SCOPE OF WORK AND SPECIAL CONDITIONS**

IIIT Sri City, Chittoor, Andhra Pradesh, is intending the **Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification**

1. Before quoting for the work the bidder is expected to visit the site and well acquaint with the scope of work involved.
2. The successful bidder has to submit initial level for approval.
3. The successful bidder has to submit final level after excavation for approval.
4. The successful bidder has to submit shop drawing for all the scope of works with proper slope and level for review and approval of Engineer – In- charge.
5. If bidder do not quote rate of any item under schedule of quantities or left the rate column blank, then their bid will be liable for treated as unresponsive & not be considered.
6. All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the IIIT Sri City and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge, but the IIIT Sri City is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
7. **Defects Liability period:** Any defects or faults that arise during 12 months, after completion of the work, must be put right/ make good by the contractor at the contractor's own expense.
8. **Structural Alterations to Buildings:** No structural member in the Campus shall be damaged / altered, without prior approval from the competent authority through the Engineer-in-charge. Structural provisions like openings, cutouts, if any, provided by the department for the work, shall be used. Where these required modifications or fresh provisions are required to be made, such contingent works shall be carried out by the contract at his cost. All such openings in Campus provided by the department shall be closed by the contractor after installing the ducts, cables, pipe lines etc. as the case may be, by any suitable means as approved by the Engineer-in-charge without any extra payment.
9. The contractor shall take care of all safety precautions pertaining to work, such as scaffolding, ladder, working platforms, gangways, electric arc/

gas welding, use of hoist and construction machinery.

10. **Indemnity:** The successful bidder shall at all times indemnify the department, consequent on this works contract. The successful bidder shall be liable, in accordance with the Indian law and regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipment and ancillary equipment under the supervision of the successful bidder in so far as the latter is responsible. The successful bidder shall also provide all insurance including third party insurance as may be necessary to cover the risk in his own interest. No extra payment would be made to the successful bidder on account of the above.
11. The contractor shall take all precautions to avoid accidents by providing suitable mechanism. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to occupants during the execution of the work.
12. The contractor shall take all preventive measures against any damage caused by rain, fire or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Institute's property and to the work for which the payment is due to him under the contract.
13. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
14. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazette holidays and nothing extra shall be paid on this account.
15. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
16. Any item which is not available in the Bill of Quantity (BOQ) shall be paid as per actual cost of the materials in the market and actual cost of the labour plus 5% as overhead and profit. The decision of the IIIT competent authority will be conclusive and final binding on the contractor.
17. Layout of works shall be got checked by IIIT Sri City & only then further work shall be taken by after approval.

18. Agencies Black listed and Suspended from carrying out business by any Government offices, Autonomous bodies, Educational and/or research institutes, PSUs etc. need not submit their quote. Suppression of information in this regard will be taken seriously.

19. The contractor is solely responsible for compliance of all labour laws and other associated statutory obligations applicable for the work. IIIT Sri City will not be responsible for any of the compliances or lapses in respect of the aforesaid.

20. Special Condition:

- I. The contractor shall establish, maintain and assume responsibility for grades, lines, levels and bench marks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions to the Engineer-in-Charge before commencing work. Commencement of work shall be regarded as the contractor's acceptance of such grades, lines, levels and dimensions and no claim shall be entertained at a later date for any errors found.
- II. In order to set the alignment of roads / foundations of structures and to mark the same on the ground, the agency is to adopt "total station" surveying method. The agency is to engage a well versed and well experienced surveyor in "total station" survey. Nothing extra for this total station survey is payable.
- III. If at any time, any error in the respect of setting out appears during the progress of the work, the contractor shall, at his own expense rectify such error if so required, to the satisfaction of the Engineer-in-Charge.
- IV. Though the site levels are indicated in the drawings, the contractor shall ascertain himself and confirm the site levels with respect to GTS bench mark from the concerned authorities. The contractor shall protect and maintain temporary/ permanent benchmarks at the site of work throughout the execution of the work. These bench marks shall be got checked by the Engineer-in-Charge or his authorized representatives.
- V. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.
- VI. The approval by the Engineer-in-Charge, of the setting out by the contractor, shall not relieve the contractor of any of his responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.
- VII. The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.
- VIII. The Contractor shall carry out survey of the work area, at his own cost, setting out the levels and bench marks in consultation with the Engineer-in-Charge

& proceed further. Any discrepancy between the approved drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and center lines, etc., along with theodolites. Nothing extra shall be payable on this account.

- IX. Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the approved design drawings.
21. For RCC M30 grade Cement Concrete design mix, the quantity of Cement considered in the estimate is 400 Kg/ cum. The Agency has to obtain approval from the competent authority regarding brand of Cement to be used in the Project works. The Contracting Agency has to obtain M30 grade design mix proportion with the materials proposed to be used on the work from any Government Organizations / University Colleges / NABL Accredited Laboratories and submit the same to the Engineer in charge for approval of competent Authority before execution of work. The Cement Content should not be less than 400 Kg / one cum. If any excess quantity of Cement is observed in design mix, no extra payment will be made to the Agency for the additional quantity of Cement over 400 Kg/one Cum.
22. For RCC M30 grade Cement Concrete design mix, the quantity of Cement considered in the estimate is 350 Kg/ cum. The Agency has to obtain approval from the competent authority regarding brand of Cement to be used in the Project works. The Contracting Agency has to obtain M30 grade design mix proportion with the materials proposed to be used on the work from any Government Organizations / University Colleges / NABL Accredited Laboratories and submit the same to the Engineer in charge for approval of competent Authority before execution of work. The Cement Content should not be less than 350 Kg / one cum. If any excess quantity of Cement is observed in design mix, no extra payment will be made to the Agency for the additional quantity of Cement over 350 Kg/one Cum.
23. For RCC M20 grade Cement Concrete design mix, the quantity of Cement considered in the estimate is 350 Kg/ cum. The Agency has to obtain approval from the competent authority regarding brand of Cement to be used In the Project works. The Contracting Agency has to obtain M20 grade design mix proportion with the materials proposed to be used on the work from any Government Organizations / University Colleges / NABL Accredited Laboratories and submit the same to the Engineer in charge for approval of competent Authority before execution of work. The Cement Content should not be less than 350 Kg / one cum. If any excess quantity of Cement is observed in design mix, no extra payment will be made to the Agency for the additional quantity of Cement over 350 Kg/one Cum.
24. On approval of design mix, the Agency has to entered into supplemental Agreement.

Annexure - II

MATERIAL APPROVALS

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material.
2. Wherever applicable, the Engineer-in-charge may approve any material equivalent to that already approved subject to proof being offered by the Contractor for equivalence to his satisfaction. In case on non-availability of the brand approved by the Engineer-in-charge, the Contractor shall submit the documentary evidence of non-availability of approved brand and suggest the alternate brand of equivalent quality for the approval of the competent authority. It will be at the discretion of the Engineer-in-Charge to approve or reject the brand suggested by the contractor and approve the name of any other equivalent brand.
3. Unless otherwise specified, the brand/make of the material as approved, shall be used in the work.

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Annexure - III**PROFORMA OF EXPERIENCE****DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM**

(SEPARATE SHEETS TO BE ATTACHED)

S. No	NAME OF ORGANISTON	NAME OF WORK	CONTRACT VALUE	SCHEDULED DATE and ACTUAL DATE OF COMPLETION (EXTN. OF TIME, IF ANY)	ACTUAL REASON FOR DELAY IN COMPLETION, IF ANY

Annexure - IV

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
(Attach copy of the Registration Certificate)
2. Address for Communication:
3. Contact Person Telephone/ Mobile No.:
4. E-mail:
5. Details of Proprietor/partner/Director
6. GST Registration No.:
(Attach copy of the GST Registration Certificate)
7. PAN Number:
(Attach copy of the PAN Card)

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Signature of the tenderer with seal

Annexure - V

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the day of 2023

Signature of Bidder

Name & Address of Bidder

.....

.....

Annexure - VI**Format of Bank Guarantee for Performance Security**

To
The Director,
Indian Institute of Information Technology Sri City, Chittoor
No. 630, Gnan Marg, Sri City,
Tirupati District - 517 646
Andhra Pradesh.

WHEREAS.....(name and address of contractor) thereafter called
“the contractor” has
Undertaken, in pursuance of Contract No. Dated to
execute.....
(Name of Contract and brief description of Works) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall
furnish you with a Bank Guarantee by a Nationalized/Scheduled bank of India for the sum
specified therein as performance guarantee for compliance with his obligations in
accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on
behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees. (in
words), such sum being payable in the types and proportions of currencies in which the
Contract Price is payable, and we undertake to pay you, upon your first written demand
and without cavil or argument, any sum or sums within the limits of (amount of
guarantee) as aforesaid without your needing to prove or to show grounds or reasons for
your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
contract or of the works to be performed there under or of any of the contract documents
which may be made between you and the Contractor shall in any way release us from any
liability under this guarantee, and we hereby waive notice of any such change, addition or
modification.

Signature of the tenderer with seal

This guarantee shall be valid until 28 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor

Name of the Bank

Address.....

Date.....

In the presence of

1.....

(Name of Occupation)

2

(Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure - VII

Proforma for Agreement

(TO BE SUBMITTED ON RS.100/- NON JUDICIAL STAMP PAPER)

CONTRACT AGREEMENT FOR THE WORK OF
 Made this Day of.....
 Between..... M/s

Hereinafter called the “Contractor” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Chittoor District - 517 646 (A.P.) hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

- a) OWNER being desirous of getting executed the WORK mentioned, enumerated or referred to in the Bid Document including Notice Inviting Tender, Instruction to Bidders, General Condition of Contract, Special Conditions of Contract, Specifications, Time Schedule, Letter of Acceptance of Bid and other documents has invited Bids.
- b) CONTRACTOR has inspected SITE and surroundings of WORK specified in the Bid Documents and satisfied himself by careful examination before submitting his Bid as to the nature of the quantities, nature and magnitude of WORK, availability of equipment etc. necessary for the execution of WORK, the means of access to SITE, the position of supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bid Document or having any connection therewith, and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the execution and completion of WORK, to be carried out under this CONTRACT, and has examined and considered all other matters condition and things and probably and possibly contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Bid.
- c) The Invitation to Bid, instructions to Bidders, General Conditions of Contract, Description of Works and specifications, Plans, Time Schedule, Letter of Acceptance of Bid any and any other documents and enclosures, copies of which are hereto annexed are included in the expression “CONTRACT” :

AND WHEREAS

OWNER accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in the letter of award of work upon the terms and subject to the conditions of Contract.

Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as

Signature of the tenderer with seal

follows:

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete the work and things in CONTRACT, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion or stipulations mentioned in CONTRACT.
2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contractor the respective amount for the work actually done by him and approved by Owner as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract; such payment to be made at such time and such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by Owner to Contractor as set forth in CONTRACT and such other sums as may become payable to Owner towards loss, damage to the OWNER's equipment, materials etc. and such payments to be made at such time and in such manner as in provided in the CONTRACT.

IN WITNESS WHEREOF Parties executed these presents on the day and the year above written.

Signed and Delivered for
and on behalf of
CONTRACTOR

.....
.....

Date:
Place:

Signed and Delivered for
and on behalf of
OWNER (IIIT Sri City)

.....
.....

Date:
Place:

In presence of Witness (Signature with Name & Address)

1.
.....

2.
.....

1.
.....

2.
.....

Signature of the tenderer with seal

Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification

PART - II

PRICE BID

BILL OF QUANTITIES

NIT No. : IIITS/NIT/Road work/2023/029, DT .01 .03.2023

Name of the Work : Construction and laying of Asphalt Road and Associated Infrastructure construction works like RCC Pipe Culvert, Storm Water Drain in the Hostel Building III & IV area at Indian Institute of Information Technology Sri City, Chittoor Campus as per the Standards and specification

Name of the Bidder: _____

Sl.No	Description	Unit	Qty	Rate in Rs.	Amount in Rs.
1.00.00	EARTH WORK				
1.01.00	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas Including getting out and disposal of excavated earth lead up to 300 m and lift up to 1.5 m, as directed by Engineer-in-charge.				
1.01.01	All kinds of soil.	cum	2500		
1.02.00	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials.				
1.02.01	All kinds of soil	cum	50		
2.00.00	PLAIN AND REINFORCED CEMENT CONCRETE WORKS				
	CEMENT CONCRETE (CAST IN SITU)				
	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
2.01.00	1:4:8 (1 Cement : 4 coarse sand : 6 graded stone aggregate 40 mm nominal size)				
2.01.01	For below foundation, filling between pipes	cum	45		
	REINFORCED CEMENT CONCRETE				
	DESIGN MIX CONCRETE				

Signature of the Tenderer with seal

3.00.00	Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.				
3.01.00	All works for culverts, Storm water drains etc.,	cum	200		
	FORM WORK				
4.00.00	Centering and shuttering including strutting, propping etc. and removal of form for :				
4.01.00	For all works in culverts, storm water drain etc.,	sqm	1500		
	STEEL REINFORCEMENT				
5.00.00	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. (Foundation & RCC wall).				
5.01.00	Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	5000		
6.00.00	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. And re-rolling the sub grade and disposal of surplus earthwith lead up to 50 metres.	sqm	3000		
7.00.00	Supplying and filling with stone dust under the road subbase, including watering, ramming, consolidating and dressing complete.	cum	150		

Signature of the Tenderer with seal

8.00.00	Preparing subgrade by filling with suitable Gravel brought from outside and laid to correct levels and camber, watering, ramming and consolidating with road roller of minimum 10 tonnes capacity including making good undulations all complete. (Consolidated thickness only will be measured and paid) including cost for all materials and labour complete.	cum	1000		
9.00.00	Construction of granular sub-base by providing close graded material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tipper to work site, for all leads & lifts, spreading in uniform layers of specified thickness with mortar grader on prepared surface and compacting with vibrator power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge. (Rate to be inclusive of all necessary leads, lifts and Royalty ect., complete)				
9.01.00	With material conforming to grade-II (size range 53 mm to 0.075mm)	cum	600		
10.00.00	Providing, laying, spreading and compacting graded stone aggregate (size range 53mm to 0.075mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paverfinisher in sub-base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achievethe desired density, complete as per specifications and directions of Engineer-in-charge.	cum	600		
11.00.00	Providing and laying Dense Graded Bituminouse Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equiped with electronic sensor to the required grade, level and aligment and rolling with smooth wheeled, vibratory and tandem rollers as per speciications to achieve the desired compaction and density, complete as per specifications and				

Signature of the Tenderer with seal

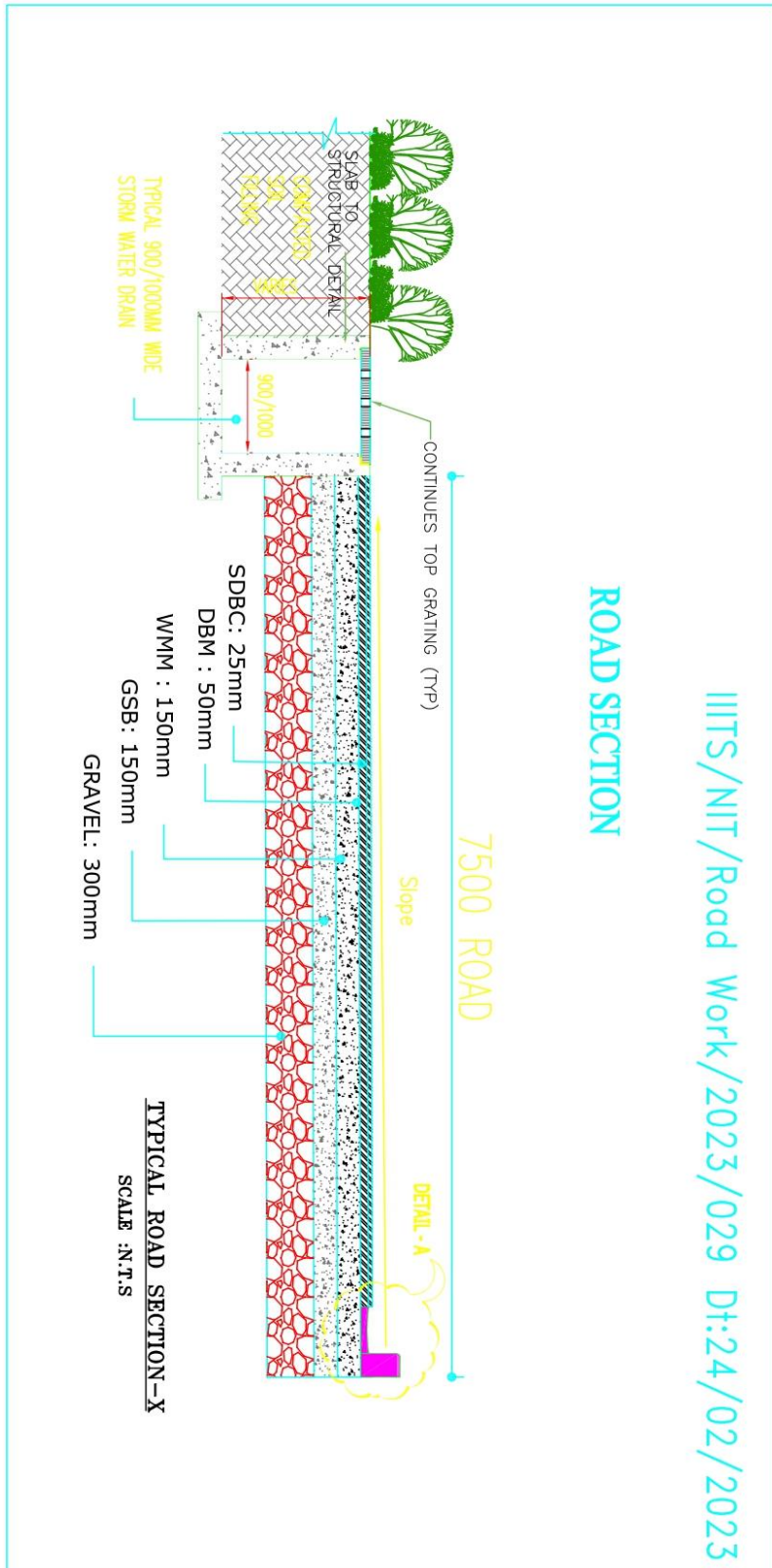
	directions of Engineer-in-charge.				
11.01.00	50 to 100mm average compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Drum Type Hot mix Plant of 60-90 TPH capacity.	cum	250		
12.00.00	Providing and laying semi-dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineering-in-charge.				
12.01.00	25mm compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2 % (percentage by weight of Agregate) prepared in Drum Type Hot Mix plant of 60-90 TPH capacity.	sqm	3000		

13.00.00	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1cement : 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment).	cum	75		
14.00.00	Providing, laying and making kerb channel 30 cm wide and 50mm thick with cement concrete 1:3:6 (1cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) over 75mm bed of dry brick ballast 40mm nominal size, well rammed and consolidated and grouted with fine sand, including plastering at top in CM 1:5 finishing smooth etc. complete and as per direction of Engineer-in-charge.	sqm	250		
15.00.00	Providing and laying Non Pressure NP-4 class (Heavy duty) RCC pipes including collars / spigot jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement: 2 fine sand) including testing of joints etc. Complete.				
	600 mm dia RCC pipes	Rmt	40		
	Sub Total -1				
Part - 1-A - Road works Total					

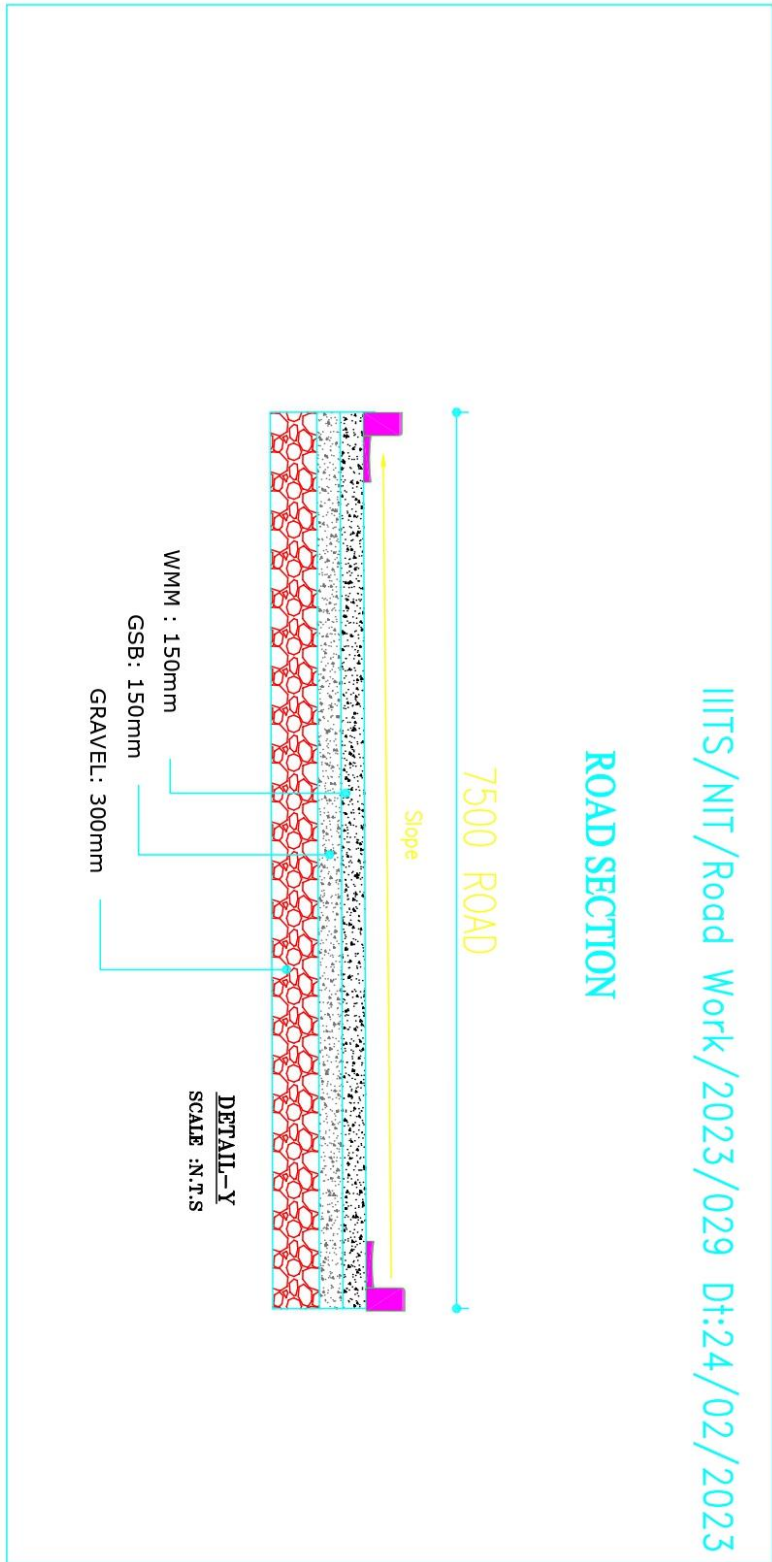
Note:

Above rates exclusive of applicable GST.

DRAWINGS



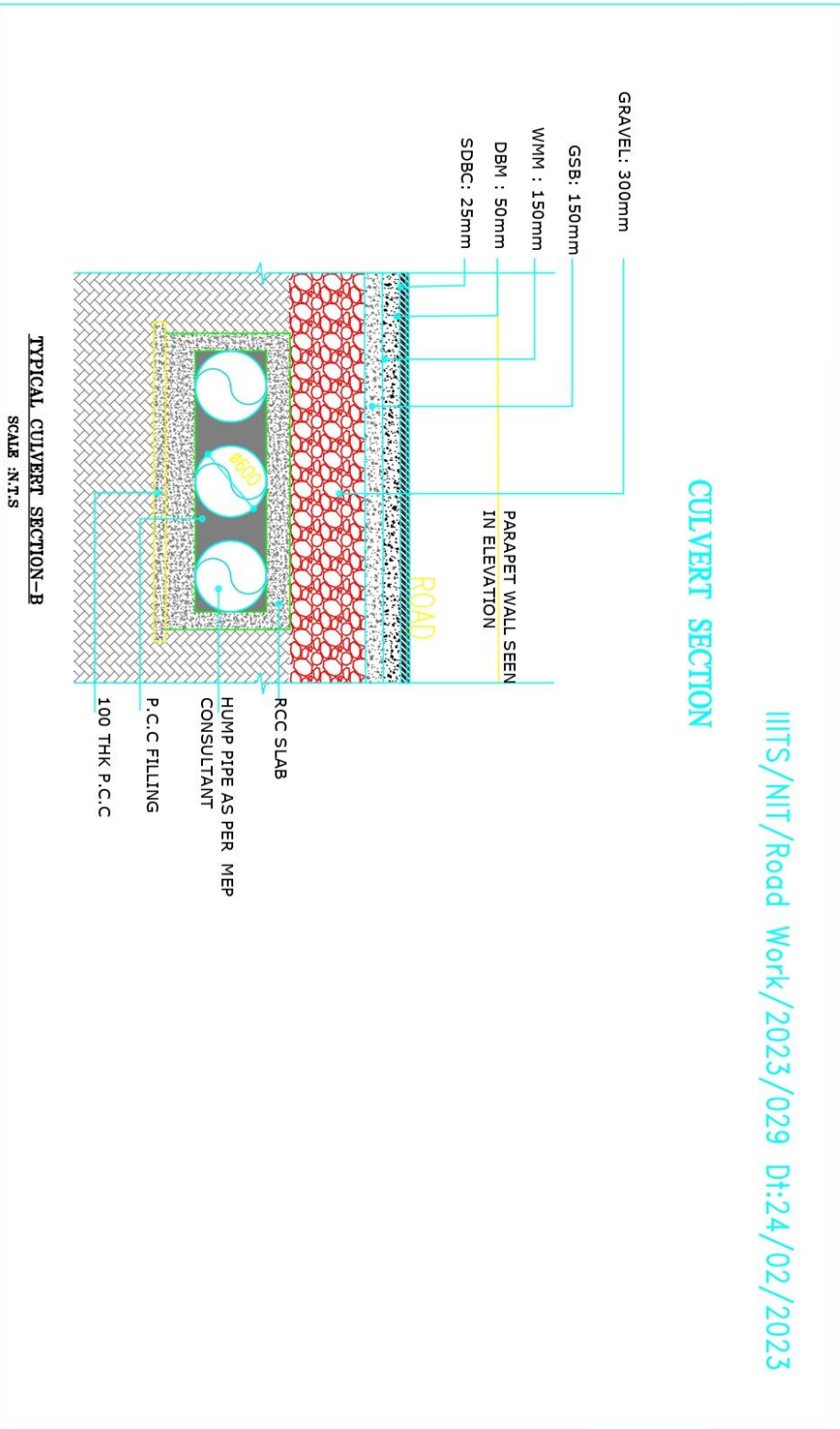
Signature of the Tenderer with seal



Signature of the Tenderer with seal

IIITS/NIT/Road Work/2023/029 Dt:24/02/2023

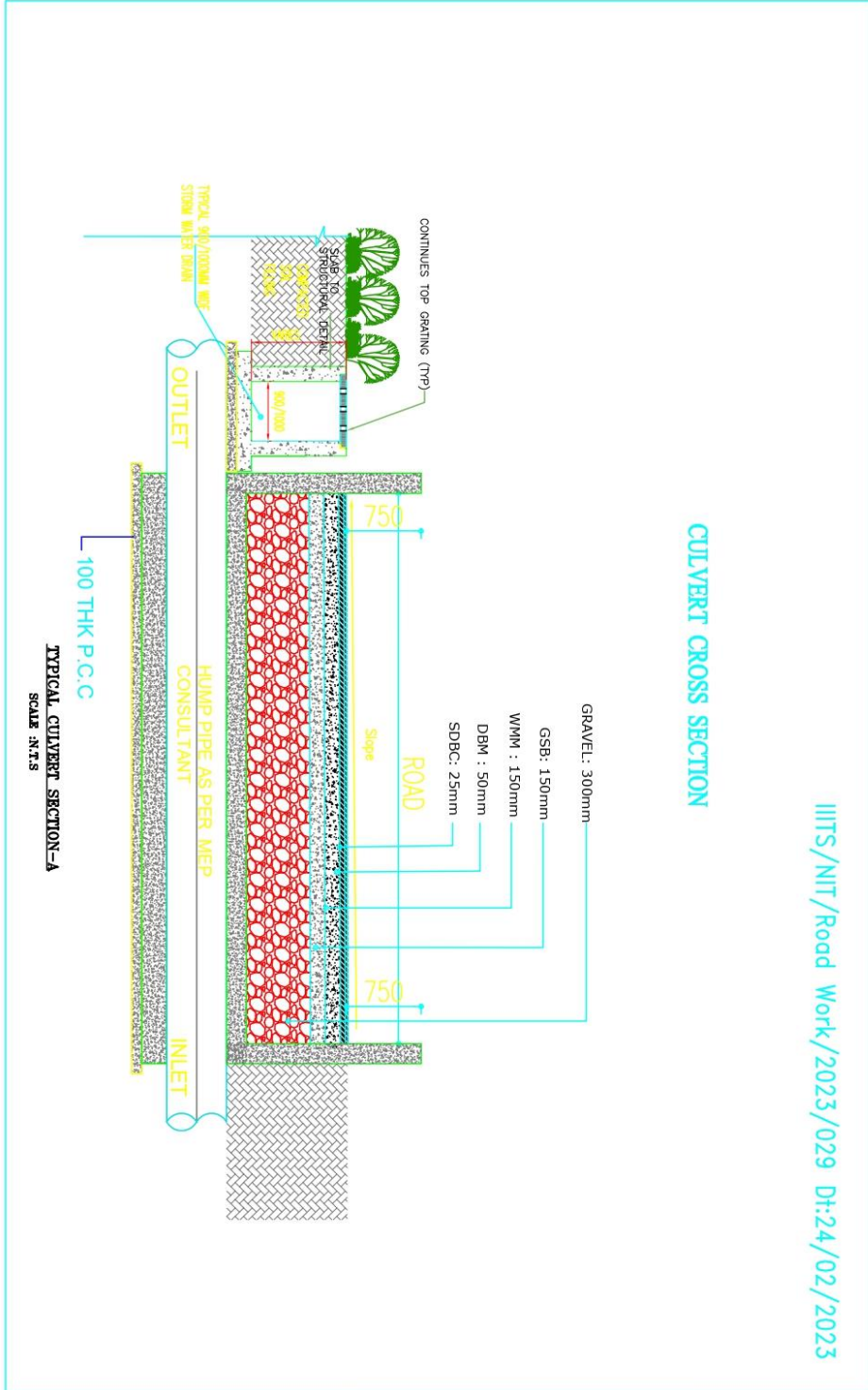
CULVERT SECTION



Signature of the Tenderer with seal

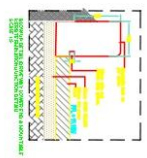
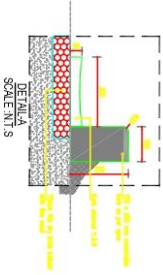
IIITS/NIT/Road Work/2023/029 Dt:24/02/2023

CULVERT CROSS SECTION

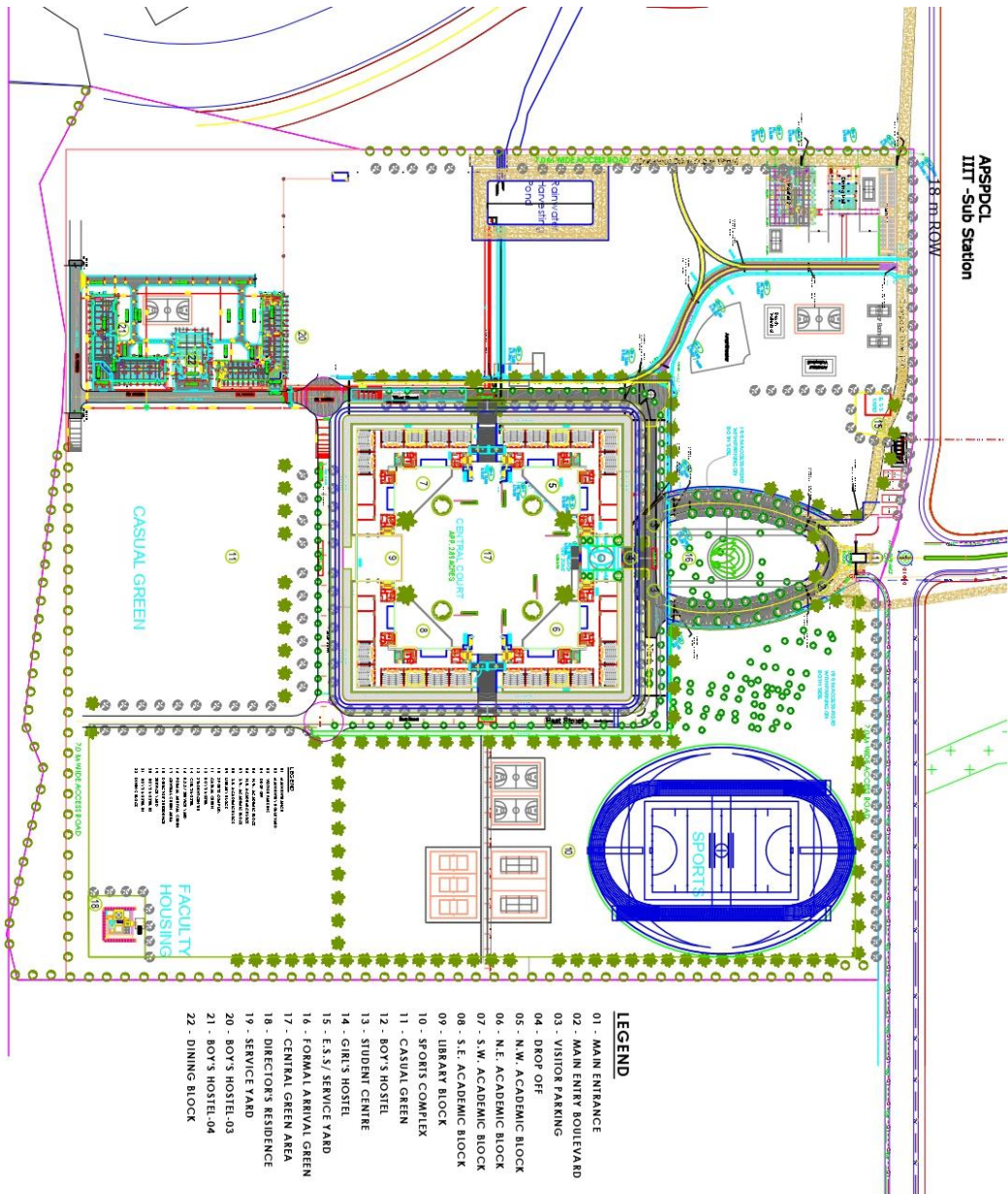


IIITS/NIT/Road Work/2023/029 Dt:24/02/2023

KERD STONE CROSS SECTION



Signature of the Tenderer with seal



Signature of the Tenderer with seal

Additional Instructions to Bidders:

Ministry of Education, Govt of India had implemented e-tendering system solution through the ITI limited (a government of India enterprise) and mandated to adopt the e-wizard system and the accordingly the tender documents are published in <https://mhrd.euniwizarde.com>. The tender notification is also available in the IIIT Sri City Chittoor website (www.iiits.ac.in) The bidders are required to submit soft copies of their bids electronically on using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the Ewizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Ewizard Portal. For more information, bidders may visit the Ewizard Portal <https://mhrd.euniwizarde.com>.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal. More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://mhrd.euniwizarde.com>.

Registration:

- a. Bidders are required to enroll on the e-Procurement Portal (URL: <https://mhrd.euniwizarde.com>) with clicking on the link "Bidderenrollment" on the e-Procurement Portal.
- b. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091, helpdeskeuniwizarde@gmail.com Mobile: +91-8448288987/88/89, e-Mail: eprochelpdesk.01@gmail.com/eprochelpdesk.02@gmail.com

Searching for Tender Documents:

- a. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc
- b. Once the bidders have selected the tenders they are interested in, the bidder can pay the processing fees (NOT REFUNDABLE) by net-banking / Debit / Credit card and

then download the required documents / tender schedules, Bid documents etc. Once tender fee is paid, it will be moved to the respective “requested” Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Preparation of Bids:

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids and no separate intimation will be provided to the vendors.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule in PDF formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- e. These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids:

- a. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as “DD/e-Payment(Net Banking-Debit card-Credit card etc)/EMD-exemption” to pay the EMD as applicable and enter details as the instructions.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document & submit EMD online.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bid click "Complete"(i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- j. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings
