



Indian Institute of Information Technology Sri City, Chittoor

NOTICE INVITING TENDER

NIT N0: IIITS/NIT/ Chain Link Fencing /2023/017, dt. 19/09/2023

Notice inviting E-Tenders through e-procurement portal (CPPP) from eligibility bidders under two bid system (Technical bid and Financial bid) are invited from resourceful agencies for the scope of **Supplying, Providing and Installation of Chain Link Fencing with RCC fence post on East and North side boundary line of the Indian Institute of Information Technology Sri City, Chittoor, campus** addressed to the Registrar, IIIT Sri City, Chittoor and submit all specified documents

Name of the work	Supplying, Providing and Installation of Chain Link Fencing with RCC fence posts on East and North side boundary line of the Indian Institute of Information Technology Sri City, Chittoor, campus
Bid Issue Date	19 th september2023
Pre-Bid Meeting	27 th September 2023 @ 11:00 Hrs @ IIIT Sri City Chittoor Academic Block
Last Date for submission of e-bids	16 th October2023 @ 16:00 Hrs
Date for opening of e-bids	17 th October2023 @ 16:00 Hrs
Submission of offer	E-Tender in Two bid System through CPP portal only; COVER 1 : Technical Bid COVER 2: Financial Bid
Address for Submission	E - Tender through CPPP only https://etenders.gov.in/eprocure/app
Earnest Money Deposit (E MD)	The Earnest Money Deposit amounting to Rs.20,000 /- (Rupees Twenty Thousand) must deposit through RTGS / NEFT to IIIT Sri City Chittoor Opex Account (Bank details are in Page 3)

Signature of the tenderer with seal

Supplying, providing and Installation of Chain Link Fencing with RCC fence posts on East and North side boundary line of the Indian Institute of Information Technology Sri City, Chittoor, campus

PART – I TECHNICAL BID

NOTICE INVITING TENDER

IIIT Sri City invites sealed tenders in two cover system from the experienced resourceful firms:

- 1. Tender Documents:** The interested parties may download the tender document from website: <https://etenders.gov.in/eprocure/app> and from <https://www.iiits.ac.in/tenders>
2. 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.
3. 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.
4. **Pre-Bid Meeting:** Pre bid meeting shall be conducted at IIIT Sri City campus, 630, Gnan Marg, Sri City, Chittoor District, Andhra Pradesh on 27.09.2023 at 11:00hrs.
5. 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 26.09.2023. 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.
6. Technical Bids will be open on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.
- 7. Earnest Money Deposit:**
The Earnest Money Deposit amounting to Rs. 20,000/- (Rupees Twenty 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. Companies with UDAYAM certificate and with updated NSIC Certificate only will be considered for EMD exemption.**
8. **Completion Time:** All the specified works shall be completed **within 2 months** of award of work including necessary approval if any.
9. **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.

10. Minimum Eligibility Criteria:

- (i) Satisfactory completion of at least
 - a. three similar works each of value not less than Rs. 5.00 lakh or
 - b. two similar works each of value not less than Rs. 10.00 lakh or
 - c. One work of value not less than Rs. 20.00 lakh within last 5 years (year ending March, 2023).
 - (ii) Similar work shall mean Civil work for buildings ,Boundary wall works, chain link fencing at any University, reputed educational institute, Government Organizations and reputed companies during last 5 financial years ending 31st March 2023.
 - (iii) The firms should have average annual financial turnover of minimum of Rs. 5.00 lakh on each year of Construction of civil works during the last three years ending 31st March, 2023.
 - (iv) The firms shall be working in the field of relevant works for the past 3 years consistently.
 - (v) The firms 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.
11. 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.

Instructions for submission of online Bid:

- i.** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL:<https://etenders.gov.in/eprocure/app> by clicking on "Online Bidder Enrollment". Enrolment on the CPP Portal is free of charge.
- ii.** As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- iii.** 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 from the CPP Portal.
- iv.** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n Code / e Mudhra etc.)
- v.** Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tender" folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- vi.** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- vii.** Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS

formats as the case may be.

Bid documents may be scanned with 100 dpi with black and white option.

viii. 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, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. 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.

ix. The tenders will be received online through portal <https://etenders.gov.in/eprocure/app>. All the technical/Eligibility related documents should be uploaded in Technical bids in pdf format for evaluation purpose.

x. Bidder should log into the site well in advance for bid submission so that he/she upload the Bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. . The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

xi. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should submit their financial bids in the format provided and that no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as the bidder's name). If the BOQ file is found to be modified by the bidder, the Bid will be rejected.

xii. The server time (displayed on the bidders' dashboard) will be considered the standard time for referencing the deadlines for submitting bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.

xiii. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

xiv. The uploaded tender documents become readable only to public view after the tender opening by the authorized bid openers.

xv. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the Bid no. and the Date & time of submission of the Bid with all other relevant details.

xvi. Kindly add a scanned PDF of all relevant documents in a single PDF file of the compliance sheet.

Xvii Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

xviii. Any queries relating to online bid submission or CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120- 4001005].

12. Bid Evaluation:

The Technical Evaluation Committee (TEC) constituted by the Director, IIIT Sri City Chittoor will open the technical bid to decide the technical suitability of their service based on the pre-laid terms and conditions. An appropriate formula will be decided by the committee before the opening of the Technical bid for evaluation of bids. After the evaluation of the technical aspects of the bid the committee will give suitable recommendations about the shortlisted firms. The recommendation of the TEC shall be final and binding on all the parties. Further, the TEC may seek additional information from the existing users at IIIT Sri City Chittoor or from other Institutes.

13. IIIT Sri City reserves the right:

- i. 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
- ii. To postpone and/or extend the date of receipt/opening of bids or to withdraw the same at any time before finalization without incurring any liability to the affected Tenderer / Bidder.
- iii. 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.
- iv. To change the quantity or add the item or cancel the item/service required.
- v. To accept or reject any or all the Tenders without assigning any reason.

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

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

15. 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.

16. The bid document shall be completed in all respects and shall be uploaded in the portal together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.

17. 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.

- 18.
19. 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.
20. 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.
21. The works shall be carried out in the IIIT Campus as per the directions of Engineer In-Charge, Safety procedure, specifications and standard code of practice.
22. This tender notice (NIT) shall be deemed to form an integral part of the contract to be entered into for this work.
- 23. The successful bidder should submit shop drawing(s) / Material Approvals / Method statements for approval from official concerned from IIIT Sri City.**
24. 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.
25. 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.
26. Water for works shall be provided by IIITS. Electricity for work shall be provided on request by the contractor after approval of the competent authority.

27. PAYMENT TERMS:

- a. 95% of Bill Value for the works shall be made after completion of work within 30 days of receipt and acceptance of Invoice with applicable tax deductions.
- b. 5% of the work value will be retained as Retention Money and it will be paid after completion of maintenance period.
- c. Payment will be initiated only after receipt of certificate from the official concerned from IIIT Sri City Chittoor.
- d. All taxes must be clearly mentioned in financial bid as given in the CPP Portal BOQ format.
- e. No escalation of prices for services will be entertained later in any case.
28. **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 tendered value of work. The earnest money deposit shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract.
29. **TAXES AND DUTIES:** As per the CPP Portal standards and format. Bidders are required to provide the GST amount for each item of work in the CPP Portal format BOQ. As per the government order the financial bid without GST value will not be considered for financial bid evaluation.

30. 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.

31. 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.

32. 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.

33. 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 Tirupathi District, Andhra Pradesh – 517 646.

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

Integrity Pact

To

The Registrar,
Indian Institute of Information Technology Sri City,
630, Gnan Marg, Sri City
Tirupati District – 517646
Andhra Pradesh.

Sub: Submission of Tender for the Work of Supplying, Providing and Installation of Chain Link Fencing with RCC Fence posts on East and North side boundary line of the Indian Institute of Information Technology Sri City, Chittoor, campus.

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))

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, Chittoor 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 hereof include its successors and permitted assigns)

Preamble

WHEREAS the Institute has floated the Tender [NIT No. IIITS/NIT/ Chain Link Fencing/2023/017] (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **Supplying, Providing and Installation of Chain Link Fencing with RCC fence posts on East and North side boundary line of the Indian Institute of Information Technology Sri City, Chittoor, campus.** here in after 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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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 intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the 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/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

.....
(For and on behalf of 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, should be as per the CPP Portal standard online BOQ .

2. Completeness of tender:

All sundry equipment, fittings, unit assemblies, accessories, hardware items, and all other items which are useful and necessary for efficient assembly and installation of the fencing shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

3. Storage and custody of materials:

The agency has to make his own arrangements for storage of sundry materials and installation equipment's. 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 installation by the Institute.

4. Completion of period

The completion period of **TWO (2)** months indicated in the tender documents is for the entire work of Designing, supplying, installation, and handing over of the entire Chain link fencing along the campus boundary line to the satisfaction of the Engineer-in-charge.

5. Performance Guarantee:

5.1 The tenderer shall guarantee among other things, the following

- a. Quality, strength and performance of the materials used.
- b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c. Satisfactory operation during the maintenance period.

5.2 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 government securities of fixed deposit receipts or guarantee bonds 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.

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 one (1) percent on the total amount of the contract for every week of delay subject to a total deduction of 10% of the tender 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 Signature of the tenderer with seal

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 installation purpose free of charge.

12. Water Supply

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

13. The successful tenderer should furnish well in advance three copies each of detailed instructions and manuals of manufactures for the items proposed to used for the works and regarding installation, adjustments operation and maintenance, preventive maintenance.

14. Extent of work

- 14.1 The work shall comprise of entire labor including supervision and all materials necessary to make a complete installation. The terms complete installation shall not only mean major items of the items covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation.
- 14.2 The work is a turnkey project. Any item required for completion of the project but left inadvertently shall be executed with in the quoted rates.

15. Validity

Tenders shall be valid for acceptance for a period of **150 days** from the date of opening of price bid.

16. Compliance with regulations and Indian standards

- 16.1 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 equipment and installation will comply with the following:
- 16.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the supply, providing and installation of the chain Link Fencing at boundary line with all accessories in accordance with currently applicable statutory regulations and safety codes.
- 16.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and Institute's requirements of safety codes in respect of labour 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.

17. 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 erection, construction and putting into operation the equipment's and ancillary equipment 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.

18. Erection Tools

No tools and tackles either for unloading or for shifting the equipment's for erections purposes would be made available by the Institute. The successful tenderer shall make his own arrangement for all these facilities.

19. 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.

20.Mobilization Advance

No mobilization advance shall be paid for this work.

21.Maintenance Period.

Twelve (12) months from the date of actual completion of the entire work and handing over to IIIT Sri City. During the maintenance period, the successful bidder should rectify and make good any defects notified on the workmanship or quantity of material in the scope of work.

Annexure – I**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 REASONFOR DELAY IN COMPLETION , IF ANY

Annexure – II

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 – III

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 of2023

Signature of Bidder

Name & Address of Bidder

.....

.....

Annexure – IV**Format of Bank Guarantee for Performance Security**

To
The Registrar,
Indian Institute of Information Technology Sri City Chittoor,
No. 630, Gnan Marg, Sri City,
Chittoor 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.

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.

Performa for Agreement

Annexure - V

(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, Tirupati 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 there with, 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.

Signature of the tenderer with seal

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

PART – II
PRICE BID

Bidders to Refer/use the online CPP Portal BOQ for Pricing

BILL OF QUANTITIES**NIT No: IIITS/NIT/ Chain Link Fencing /2023/017, Dt.11.09.2023****Name of the Work: Supplying, providing and Installation of Chain Link Fencing with RCC Fence posts on East and North side boundary line of the Indian Institute of Information Technology Sri City, Chittoor, campus.****Name of the Bidder:**

Sl. No.	Item Description	Qty.	Unit	Rate (InRs.)	Amount (IN RS) Without GST	GST Amount	Total Amount with GST
1	Removing the existing chain link fence wherever available in the Boundary wall construction area and stocking in a place as advised by the Engineer –in- charge with in a lead of 3 km, including cost of all labor ,lead ,lift ,transport etc., complete	1	LS				
2	Supply ,Providing and Installation of 90 GSM GI Chain link fencing mesh of size 75 mm X 75 mm and 3 mm thick, 1.80 M height, with 2 sides knuckled as per IS 2721 (on east and north side boundary line) of approved make and quality, including cost of 3 lines of GI stiffener wires, including cost of all labour ,lead ,lift ,transport, tying charges to the old and new RCC fence posts etc., complete as instructed by Engineering in-charge.	1600	RM				

Signature of the tenderer with seal

3	Supplying, providing and installation of RCC fence post and support posts of size of 100mm X100mm X2.4 Including cost of all material, lead, lift, including cost of foundation concrete with 1:3:6 Mix concrete for post etc., complete as instructed by Engineering in-charge.	100	No's				
	Total						

Rupees in words with GST

Note: The above price is Inclusive of GST

DRAWINGS

