

# PRE-QUALIFICATION OF CONTRACTORS UNDER TWO STAGE BIDDING SYSTEM FOR

- A. CONTRACTORS FOR CONSTRUCTION OF ACADEMIC BLOCK No. 2 ( RCC FRAMED STRUCTURE BASEMENT + 3 FLOORS I ) and
- B. BOYS HOSTEL 5 (SHEAR WALL CONSTRUCTION G + 10 FLOORS)

(NIT No. IIITS / NIT/ PREQUALIFICATION/ 028, dt.14.09.2024)

FOR IIIT, SRI CITY, CHITTOOR



#### **Indian Institute of Information Technology Sri City, Chittoor**

## NOTICE INVITING TENDER NIT No: IIITS/NIT/PRE-QUALIFICATION/2024/028, Dt. 20/09/2024.

Notice inviting E-Tenders through CPP Portal from eligibility bidders for "Pre-Qualification of Contractor for Civil, MEP and associated External Development Works for the proposed Construction of Academic Block-2 and Hostel Block-5 at IIIT Sri City Campus" addressed to the Registrar, IIIT Sri City, Chittoor along with all specified documents.

Bid Published Date	20 September 2024
Bid Download Start Date & Time	20 September 2024 at 18:00 Hrs
Seek Clarification Start Date & Time	21st September 2024 at 10:00 Hrs
Seek Clarifications End Date & Time [through mail only]	28 <sup>th</sup> September 2024 up to 17:00 Hrs
Pre-bid Meeting [Hybrid Mode]	30 <sup>th</sup> September 2024 at 11:00 Hrs
Last Date for submission of e-bids	11th OCTOBER 2024 up to 16:00 Hrs
Due Date for opening of e-bids	12 <sup>th</sup> OCTOBER 2024 at 16:00 Hrs
Submission of offer	E-Tender in Single Bid System in Two stages
Validity of the Pre-Qualification	6 Months (which may be extended for next 6 months)
Address for submission	E-Tender through CPP Portal only https://etenders.gov.in/eprocure/app
Registration Fee (Non-Refundable)	Rs. 10,000/- (Rupees Ten Thousand Only) Fee to be deposited in the institute's account through RTGS / NEFT to IIIT Sri City Chittoor Opex Account. (Bank details are available in Page 3)

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#### INSTRUCTIONS FOR SUBMISSION OF ONLINE BID:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

#### REGISTRATION

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> by clicking on "Online Bidder Enrollment" on the CPP Portal which is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email and mobile number(s) as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. 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 / nCode / eMudhra etc.)
- 5. 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.
- 6. 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.

#### SEARCHING FOR TENDER DOCUMENTS

- 7. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 8. 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.
- 9. 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.

#### PREPARATION OF BIDS

- 10. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 11. 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.
- 12. 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 / RAR / DWF / JPG formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 13. 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.

#### **SUBMISSION OF BIDS**

- 14. 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.
- 15. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument. A standard BOQ format has been provided with the tender document to be filled by all the bidders.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. The uploaded tender documents become readable only to public view after the tender opening by authorized bid openers.
- 20. 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.
- 21. 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.
- 22. Any queries relating to online bid submission or CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Section: I

#### Brief Particulars of the Work

#### A. ACADEMIC BLOCK No. 2

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#### 1.0 General

Salient details of the work for which pre-qualification applications are invited are as under:

- Name of Work: Contractors for Construction of Academic Block No. 2 (RCC Framed Structure Building Basement + 3 Floors) and Boys Hostel 5 (Shear Wall construction G + 10 Floors) for IIIT, Sri City, Chittoor
- Estimated cost: Rs. 50 Crores
- Time of Completion: Within 12 months
- The estimate area of construction shall be around 14,000 Sqm.

#### 1.1About the Project

IIIT, Sri City, Chittoor is planned as a residential campus built on an area of 81 acres to Eventually accommodate a total population of 4,000 with a total built up area of about 50,000 Square meter. The campus consists of academic area, residential area for students, residential area for faculty and other support facilities.

The works are situated at the campus site of IIIT, Sri City, Chittoor on a 81 acre plot at Sri City, Chittoor District, AP.

#### 1.2 Scope of Work

The proposed scope of work shall include:

- Civil: Foundation, Structure, Walls, Flooring etc.RCC Framed structure building.
- **MEP:** Internal electrical cabling, Fixtures, Distribution Panels, Plumbing &Sanitary services (Including fixtures), fire detection & protection services and Supply & Erection of Lift.
- Interior Finishes: Flooring, Doors, Windows, Carpentry works, Internal Wall Painting, Toilet Ceramic flooring & wall cladding etc.,

**External works**: Water connection, Power connection, Sewage connection, construction of service trenches, Asphalt road, Interlock paving etc.,

#### **B. BOYS HOSTEL 5**

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#### 1. General

Salient details of the work for which pre-qualification applications are invited are as under:

- Name of Work: Contractors for Construction of Academic Block No. 2 (RCC Framed Structure Building Basement + 3 Floors) and Boys Hostel 5 (Shear Wall construction G + 10 Floors) for IIIT, Sri City, Chittoor
- Estimated cost: Rs. 50 Crores
- Time of Completion: Within 15 months
- The estimate area of construction shall be around 12,000 Sqm.

#### 1.1About the Project

IIIT, Sri City, Chittoor is planned as a residential campus built on an area of 81 acres to Eventually accommodate a total population of 4,000 with a total built up area of about 50,000 Square meter. The campus consists of academic area, residential area for students, residential

area for faculty and other support facilities.

The works are situated at the campus site of IIIT, Sri City, Chittoor on a 81 acre plot at Sri City, Chittoor District, AP.

#### 1.2 Scope of Work

The proposed scope of work shall include:

- Civil: Foundation, Structure, Walls, Flooring etc.. It is a RCC Raft and shear wall construction.
- MEP: Internal electrical cabling, Fixtures, Distribution Panels, Plumbing &Sanitary services (Including fixtures), fire detection & protection services and Supply & Erection of Lift.
- Interior Finishes: Flooring, Doors, Windows, Carpentry works, Internal Wall Painting, Toilet Ceramic flooring & wall cladding etc.,

**External works**: Water connection, Power connection, Sewage connection, construction of service trenches, Asphalt road, Interlock paving etc.,

#### **GENERAL CONDITIONS OF CONTRACT**

- **1.** Tender Documents: The interested parties may download the tender document from websites <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> and <a href="https://www.iiits.ac.in/tenders">https://etenders.gov.in/eprocure/app</a> and <a href="https://www.iiits.ac.in/tenders">https://etenders.gov.in/eprocure/app</a> and <a href="https://www.iiits.ac.in/tenders">https://etenders.gov.in/eprocure/app</a> and <a href="https://www.iiits.ac.in/tenders">https://etenders.gov.in/eprocure/app</a> and <a href="https://www.iiits.ac.in/tenders">https://www.iiits.ac.in/tenders</a>
- **2.** Bidders are advised to visit the website frequently to find any addendum, corrigendum issued, extension of due date for submission, etc. No separate intimation will be issued or 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.** The tenderer(s) if required, may submit queries, if any, through E-mail to tenders.2024@iiits.in to seek clarifications. IIIT Sri City will reply only those queries which are essentially required for the submission of bids.
- **5.** 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. Registration Fee (Non-Refundable):

A non-refundable registration fee of Rs. 10,000/- (Rupees Ten Thousand Only) must be credited in the form of NEFT / RTGS to the below account.

IIIT Sri City Chittoor Opex Account

Acc. No. 110167506587,

IFSC Code CNRB0013247

Sri City Branch, Opp. Sri City Business Center,

Chittoor District, AP - 517 588.

All the bidders participating in the tender shall remit the registration fee. There is NO exemption to any category. Bids that are submitted without fee will not be admitted for evaluation.

**8. Site Visit:** Before tendering, every bidder is advised to visit and 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.

#### 9. SCOPE OF WORKS:

- a. IIIT Sri City proposes to construct 2<sup>nd</sup> Academic Block (Lower Ground Floor + 3 Floors) of similar nature in all aspects of existing Academic Block and Hostel Block 5 (Ground + 10 Upper Floors) for boys at its designated locations within the campus.
- b. The proposed Academic Block 2 will be a RCC framed structure and a 480 seater classroom rising from Lower ground floor to first floor will be having conventional roof with suitable acoustics. Total BUA of approximately 1,44,500 Sqft. The building shall be used for academic activities and partial administrative purposes.
- c. The proposed Boys Hostel 5 will be a high rise building with shear wall construction by using suitable formwork for good finish. Total BUA of approximately 1,27,000 Sqft. The building shall be used as student accommodation operated by Institute.
- d. The approximate cost of civil works, internal & external plumbing works, electrical works, area development etc. works out to Rs. 100 Crores + GST.
- e. The proposed buildings are to be constructed and completed in all respects on FAST TRACK. The time allowed for completion of the 2<sup>nd</sup> Academic Block is 12 months and for Hostel Block is 18 months including monsoon period.
- f. IIIT Sri City intends to pre-qualify the Building Contractors who have the requisite qualifying experience specified in the pre-qualification documents for selection of competent contractor for the construction of the buildings.
- g. All drawings (Architectural, Structural and MEP Services) for the work shall be made available to the pre-qualified applicants by the Architects engaged by IIIT Sri City.
- h. Work shall, in general be executed as per Technical Specifications, relevant Indian Standard (IS) Codes, NBC etc., drawn by the Architect etc.
- i. However, for all specialized items of work, the contractor shall be required to engage specialized agencies for such items of work with prior approval of IIIT Sri City / Architects as per the criteria in the tender document.
- j. The contractor who has been awarded with the project has enter into Agreement and Pre-Contract Integrity Pact with the Institute in the enclosed format.

#### 10. ELIGIBILITY CRITERIA:

- a. The applicant should be a well-established and reputed Indian Construction Company (for a minimum period of 07 years) engaged in construction of large multistoried commercial/institutional projects.
- b. The applicant should have satisfactorily completed "Similar" works of magnitude as specified below during the last five (5) years ending 31<sup>st</sup> March 2024. This should be supported by completion certificate issued by an officer not below the rank of

Superintending Engineer / Chief project Manager or equivalent of the organizations from whom the work has been done.

- i. Three similar completed works each of value not less than Rs. 40 Crores OR
- ii. Two similar completed works each of value not less than Rs. 60 Crores OR
- iii. One similar completed work of value not less than Rs. 80 Crores
- c. Similar completed works under this clause shall mean successful completion of Civil & MEP works for multistoried Institutional / Residential / Commercial buildings which includes concrete works, steel works, internal & external finishes, road & drainage works etc., at any University, reputed educational institute, Government / Semi-Government / PSU Organizations and in any reputed Private companies.
- d. The applicant should have completed similar Shear wall construction methodology building using MIVAN Shuttering technology, DOKA / PERI or any suitable shuttering technology to have fair faced concrete surfaces.
- e. The applicant should possess sufficient quantity of required shuttering material by own for both framed structure building as well as shear wall type building.
- f. "Cost of work" shall mean actual gross value of completed "similar' work including all the components executed under single contract. The applicant shall submit a copy of final Bill certificate / completion certificate of each project executed by them, during the said period.
- g. "Applicant" means proprietary concern, partnership firm, private or public limited company applying for pre-qualification. "Employer" or "Client" or "Institute" means IIIT Sri City. **Joint ventures and/or consortium are not allowed**.
- h. The applicant should have an average annual financial turnover of Rs. 50 Crores in construction works during the last five (5) financial years ending 31<sup>st</sup> March 2024. This should be duly audited and certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- i. The applicant should not have incurred any loss in three years or more during the last five years ending 31.03.2024, duly certified by a Chartered Accountant. The firm should not be under liquidation, court receivership or similar proceedings.
- j. The applicant should have a solvency of Rs. 50 Crores certified by a Scheduled Bank. The Solvency Certificate should not have been obtained earlier than 31<sup>st</sup> March 2024. In case, the applicant is not able to supply the solvency certificate in original, the certificate shall be attested by a Notary.

- k. The applicant should have sufficient number of Technical and Administrative employees on their roles for the proper execution of the contract as per the format enclosed in the Annexure 'VIII'.
- 1. The applicant should own adequate tools and equipment required for the proper execution of the work on a fast track basis and the details of the same shall be furnished duly authenticated as per the format enclosed in the Annexure 'IX'.
- m. Only such contractors who fulfill the aforesaid eligibility criteria need apply.
- n. The firms should have valid registration for GST and should have Permanent Account Number (PAN).
- o. Documentary evidence for work experience, Signed Tender Document, turnover, GST, PAN all as indicated & required in the tender document should be furnished without which it will not be taken into account.
  - p. The bidding capacity of the contractor shall be equal to 75% or more than the cost of the work. The bidding capacity shall be worked out by the following formula:

Bidding Capacity =  $\mathbf{A} \times \mathbf{N} \times \mathbf{2} - \mathbf{B}$ 

where

A= Maximum value of construction works executed in any one year during the last Seven years (up dated to 2020 price level) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which pre-qualification Application has been invited. (1.25 YEARS)

B = Value at the year 2020 price level of existing commitments and on-going

Works to be completed during the period of completion of work for

Which pre-qualification has been invited (1.25YEARS)

The applicant shall submit the calculation sheet of Bid Capacity and also

- a. indicate value of balance work in hand. (Certified by a Chartered Accountant)
- 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.
- **12.** Validity: Prequalification shall be valid for a period of **180 days** from the date of shortlisting the bidders, which shall be extended for another 180 days as decided by the Institute.
- 13. Bidder shall have their operating office in Andhra Pradesh state. If not available at the time of bidding, successful bidder shall have to establish functional office within 30 days of award of contract. Payment shall be made only after submission of documentary evidence of having functional office.

14. 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.

#### 15. BID EVALUATION CRITERIA:

- a. The Technical Evaluation Committee (TEC) constituted by the competent authority, IIIT Sri City Chittoor will open the bids to decide the technical suitability of their service based on the pre-laid terms and conditions.
- b. Appropriate norms as stipulated in the NIT will be decided by the committee before the opening of the technical bid for evaluation of bids. After evaluation of the technical aspects of the bid, the committee will give suitable recommendations about the shortlisted firms.
- c. The recommendation of the TEC shall be final and binding on all the parties.
- d. The eligibility criteria prescribed above (in respect of experience of similar works completed and financial turnover) shall first be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.
- e. Only the applicants who meet the initial eligibility criteria specified as above will be further evaluated on the basis of details furnished by them.
- f. The shortlisted firms will be called for technical presentation to the committee of their credentials either online or off line as intimated by IIITS. The bidder will be shortlisted who secure a qualifying mark of 70 in the technical evaluation.
- g. The successful contractor firm will be selected based on Combined Experience and Performance Based System (CEAPBS).
- h. The calculation for arriving at the total combined score (Experience and Performance) is given below:

Marks obtained for the Technical Presentation = M
Marks for Technical Submittals of the bidder = T

Combined Technical of the bidder, H =  $M \times 0.6 + T \times 0.4$ 

- i. If necessary, the authorized representatives of Institute will visit many / few projects / sites which are recently executed / being executed by the applicants, in order to evaluate the performance of the applicants. In such case, the applicant will be required to obtain / give them the necessary permission / facilities and arrangements for site visit as necessary.
- j. Based on the prequalification criteria mentioned above and after the evaluation of the applicants based on the site visit report, credentials submitted by the applicants, confidential reports obtained from various clientele (wherever necessary), applications will be shortlisted. Thus, shortlisted applicants will be considered as the 'Prequalified contractors' subject to verification of relevant documents and only from them the tenders for the construction of captioned project will be invited.
- k. Further, the TEC may seek additional information from the existing users at IIIT Sri City Chittoor or from other Institutes.

#### 16. 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 the 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.
- f. To restrict the list of Pre-qualified contractors to any number deemed suitably by it.
- 17. Bids shall be adjudged as non-responsive due to any of the following reasons:
  - a. Bids submitted without Registration Fee (Non-Refundable).
  - b. Bids submitted without certificate(s) in respect of the work experience and financial strength criteria.
  - c. Bids submitted without photocopies of Firm Registration, GST Registration, Income Tax Returns and PF Returns from the respective Competent Authority.
  - d. Any other reason as applicable.
- **18.** The applicant should seal and sign each page of the application and its annexures / supporting documents.
- **19.** 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.
- **20.** 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.
- **21.** IIIT Sri City shall have unqualified option under the said bid 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.
- **22.** The work shall be carried out in the IIIT Campus with Safety procedure, specifications and standard code of practice and as per the directions of Engineer In-charge.
- **23.** References, Documents submitted in connection with pre-qualification will be treated as confidential and will not be returned.
- **24.** The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Expression of Interest document unless it is called for by the Employer.
- **25.** On account of security considerations, 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.

#### **SPECIAL CONDITIONS OF CONTRACT**

1. The charges for site inspections of the bidder's completed / ongoing projects, if any shall be borne by the Institute.

#### 2. Compensation for Delay

The contractor has to complete the works under his 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.

#### 3. Milestone Schedule:

After the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone and get it approved by IIIT Sri City. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various

In case, the contractor does not achieve a particular milestone mentioned above, there will be a recovery of amount against that milestone, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount of failure to achieve a milestone, shall be automatic without any notice to the contractor.

However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

- **4.** If the contractor shall be hindered in the execution of work so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Engineer-incharge 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.
- 5. Under no circumstances shall the successfully firm appoint any sub-contractor or sub-lease the contract.
- 6. The work is a turnkey project. Any item required for completion of the project but left inadvertently shall be executed within the quoted rates.

#### 7. Compliance with regulations and Indian standards

- 7.1 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:
  - (i) Factories Act.
  - (ii) Indian Electricity Rules.
  - (iii) IS & BS Standards as applicable.
  - (iv) Workmen's compensation Act.
  - (v) Statutory norms prescribed by local bodies like CEA, NDMC etc.
- 7.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the entire scope of work under this contract in accordance with currently applicable statutory regulations and safety codes.
- 7.3 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.

#### 8. 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.

#### 9. 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 redone 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.

#### Annexure - I

#### LETTER OF TRANSMITTAL

(to be printed on the applicant's letter head)

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 Expression of Interest (EOI) for Pre-qualification of Contractor for Civil, MEP and associated External Development Works for the proposed Construction of Academic Block-2 and Hostel Block-5 at IIIT Sri City Campus.

Dear Sir,

Having examined the details given in prequalification web-notice and prequalification document for the above work, I/we hereby submit the prequalification documents (issued / downloaded from web) and other relevant information.

- a. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- b. I/We submit the requisite certified solvency certificate and authorize Registrar to approach the Bank issuing the solvency certificate to confirm the correctness thereof if they so desire.
- c. I/We also authorize Registrar to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- d. I/We also submit prescribed declaration in respect of downloaded PQ document.
- e. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works.

Sl No	Name of Work	Certificate from

f. In case at any stage later, information/details submitted by me / us is / are found to be incorrect / false / fabricated, IIIT Sri City shall have the absolute right to disqualify / reject the application out-rightly and also debar me / us in participating in any future tenders without any prior intimation to me / us.

- g. I / We agree that the decision of IIIT Sri City in selection of contractors and award of work will be final and binding to me / us.
- h. I/We hereby certify that all the statements made, and information supplied in the Application form, Annexures, Checklist and accompanying statements are true and correct.
- i. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
- j. I / We agree that I / We have not applied in the name of sister concern for the subject project.
- k. I / We agree to enter into Agreement and execute the pre-contract indemnity pact with the Institute as per the draft enclosed in Annexure 'II' & Annexure 'III' respectively of this bid document, in case, our firm/company has been awarded the project.

Yours faithfully

Duly authorized signatory of the Bidder(s)

#### Annexure – II

#### **INTEGRITY PACT**

To,

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

Sub: Pre-Qualification of Contractor for Civil, MEP and associated External Development Works for the proposed Construction of Academic Block-2 and Hostel Block-5 at IIIT Sri City 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 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 is accordance with terms and conditions of the tender/bid.

Yours faithfully

Duly authorized signatory of the Bidder(s)

#### Annexure – III

#### INTEGRITY AGREEMENT

This Integrity Agreement is made at ...... on this ........ Day of. ....... 2024

#### **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
(Details of duly authorized signatory)
the "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/ Sports Court/2023/020] (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Pre-Qualification of Contractor for Civil, MEP and associated External Development Works for the proposed Construction of Academic Block-2 and Hostel Block-5 at IIIT Sri City 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:

#### **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)**

- 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**

- 1) 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.
- 2) 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 place and date first above mentioned in the pr	signed and executed this Integrity Pact at the esence of following witnesses:
(For and on behalf of the Institute)	(For and on behalf of Bidder/Contractor)
WITNESSES:	
1(Signature, name and address)	
2(Signature, name and address)	
Place:	
Date:	

#### 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.	Constitution of Firm	: Proprietorship / Partnership / Pvt. Ltd. /
		Public Ltd. / Any Other (Please Specify)
6.	Details of Proprietor/Partner/Director	:
7.	GST Registration No.	:
	(Attach copy of the GST Registration Certifica	te)
8.	PAN Number	:
	(Attach copy of the PAN Card)	
Thi	is is to certify that the above facts are true	complete and correct to the best of my
kno	owledge and belief. Further, it is certified that	I/We have read and understood the term
and	Londitions 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 Applicant Seal of the Firm/Company

#### 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	2024
Signature of Bidder		
Name & Address of Bidder		

### Annexure - VI

## **FINANCIAL INFORMATION**

Banker Details					
Name of the Bank	:				
Branch with Address	:				
Contact Person in the	Bank :				
Contact Details	:				
Details of Chartered	Accountant				
Name & Address	:				
Registration Details o	f CA :				
Contact Details	:				
Email Address					
Financial Analysis	•				
submitted by the appli		_			
Particulars 1	2019-20	2020-21	2021-22	2022-23	2023-24
1. Gross Annual					
Turn-over in Construction					
Works					
2. Profit / Loss					
3. Financial					
Position:					
a. Cash					
b. Current Assets					
c. Current Liabilities					
d. Working					
Capital (b – c)					
Income Tax Clearan	ce Certificate	duly attested	by the CA.		
<b>Solvency Certificate</b>	from Banker	s (Schedule B	ank) of Applic	cant	
Financial arrangeme	ents for carry	ing out the pr	oposed works		
			- I ozem Works		
-		-			
Signature of the Chartered	d Accountant)		(Signatur	e of the Appli	icant)

Annexure – VII

# PROFORMA OF EXPERIENCE DETAILS OF MAJOR SIMILAR WORKS CARRIED OUT BY THE APPLICANT

(SEPARATE SHEETS TO BE ATTACHED)

Sl. No.	Name of the Organization	Client Contact Details	Name of the Work	Contract Value	Actual Date of Completion
1					
2					
3					
4					
5					
6					
7					
8					

Annexure - VIII

## **DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION** (SEPARATE SHEETS TO BE ATTACHED)

Sl. No.	<b>Employee Designation</b>	Total Number	Educational Qualification	Professional Experience	Years of service with Employer
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

#### Annexure – IX

# DETAILS OF PLANT & MACHINERY, MANUFACTURING UNITS, TOOLS AND EQUIPMENTS LIKELY TO BE USED IN CARRYING OUT THE WORK

Sl.	Name of the		Make /	A === :==	Condition	Ownershi	Ownership Status (mention the quantity)		Commont
No.	Tools / Machinery	Unit	Model / Capacity	Age in Years	of the Unit	Presently Owned	To be Purchased	Leased	- Current Location
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1									
2									
3									
4									
5									
6									
7									
8									

# CHECK LIST: DETAILS OF ENCLOSURES (Put Tick Mark as Applicable)

Sl. No.	Particulars	Confirmation of Submission	Page No.
1	Pre-Qualification Document including Letter of Transmittal, Application Form and Annexures A to H & J to M.	Yes / No	
2	Proof of constitution:		
	In case of sole proprietorship/HUF: an affidavit executed before a 1st Class Magistrate that the applicant is the sole proprietor of the firm/Karta of HUF	Yes / No	
	In case of partnership firm: (Submit attested copies)	Yes / No	
	In case of private/Public Ltd. Co. Article of Association duly attested by Notary Public	Yes / No	
	Power of attorney, if any, attested by Notary Public	Yes / No	
3	Certificate of Registration as contractor	Yes / No	
4	Certificate of Registration with taxation authorities	Yes / No	
5	Certificate of Tax Clearance	Yes / No	
6	Details of requisite licenses	Yes / No	
7	Registration with EPF	Yes / No	
8	Proof of eligibility of essential criteria	Yes / No	
9	Financial Information		
	Balance sheets of last 5 years	Yes / No	
	Calculation sheets of net worth	Yes / No	
	Solvency Certificate in original	Yes / No	
10	Attested copies of award letters/work orders/LOI for completed work	Yes / No	
11	Original or attested copies of certificate for works done, from concerned clients	Yes / No	
12	Attested copies of award letters/work orders/LOI for ongoing projects / Works on Hand	Yes / No	

#### **DECLARATION**

#### It is to certify that

- 1. I / We have submitted the PQ document in the proforma as downloaded directly from the web site & there is no change in formatting, number of pages etc.
- 2. I / We have submitted PQ document which are same / identical as available in the website.
- 3. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are clear & legible.
- 4. I / We have signed (with stamp) all the pages of the PQ document before submitting the same.
- 5. I /We have read carefully & understood the instructions to the applicants.
- 6. I / We have not made any modification / corrections / additions /deletions etc. in the PQ documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, IIIT Sri City shall have the absolute right to disqualify / reject the application out-rightly and also debar me / us in participating in any future tenders without any prior intimation to me / us.

Signature of the Applicant