

Indian Institute of Information Technology Sri City, Chittoor

NOTICE INVITING TENDER

TENDER SCHEDULE

Name of the work	Supply, Installation, Commissioning & Testing of 25.00 Mtr Flag Mast Pole suitable for 180 Km/Hr wind speed complete including Civil foundation works, Electrical works and with standard size Indian National Flag as said above
e-Tender Enquiry No.	IIITS_NIT_007_2023 Dt. 30.05.2023
Mode of submission	E-Tenders in Two bid system through CPP Portal ENVELOPE 1 : Technical Bid ENVELOPE 2 : Financial Bid
Bid Issue Date	May 30 th , 2023
Pre-Bid Meeting	12 th JUNE , 2023 @ 11:00 Hrs @ IIIT Sri City Chittoor
Last Date for submission of e-bids	JUNE 29 th , 2023 up to 16:00 Hrs
Opening of bid	JUNE 30 th , 2023 at 16:30 Hrs
Earnest Money Deposit (EMD)	The Earnest Money Deposit amounting to Rs.9,000/- (Rupees Nine thousand only) must deposit through RTGS / NEFT to IIIT Sri City Chittoor Opex Account (Bank details are in Page 3)
Performance Bank Guarantee	5% of the total annual value of the award of contract
Address for Submission	E - Tender through CPPP only https://etenders.gov.in/eprocure/app

TENDER DOCUMENT**SCHEDULE - 1: INSTRUCTIONS TO BIDDERS**

1. **Notice Inviting bids:** e-Tenders are invited through CPP portal From resourceful agencies / Companies who have expertise in Supplying, Installation, Testing & Commissioning of **motorized 25.00 Mtr High Flag Mast pole designed for 180 Km/Hr wind speed complete including Civil foundation works,Electrical Works with standard size Indian National Flag** at IIIT Sri City Chittoor. The bidders shall be the manufacturer or their authorized dealers or contractors for the said work.
2. **Issue of Tender Document:**
 - a) The interested parties may download from web-site <https://etenders.gov.in/eprocure/app> and from <https://www.iiits.ac.in/tenders/>
 - b) Any change that will be made in the Tender document by the Competent Authority after issue of the Tender can be checked from <https://etenders.gov.in/eprocure/app> in the form of Corrigendum/Addendum for incorporating the same in the Bid document before submitting the Bid. The prospective bidders are requested to visit our website from time to time. No separate notification in this regard will be made in the newspaper.
 - c) No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.
 - d) The Bidder shall bear all costs associated with the preparation and submission of its Bid.
 - e) The IIIT Sri City Chittoor shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process
 - f) Detailed description and requirements of the bidder and Terms & Conditions of the contract are mentioned in the tender document. Bidders are advised to read tender documents and check their eligibility before participating in the bid.
 - g) Neither IIIT Sri City Chittoor nor CPP Portal shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.
3. **Language of Bid/Contract:** The language of the Bid shall be in English and all correspondence, etc. shall conform to the English language.
4. Intended Bidders will be allowed to seek clarification, if any, during the office hours only of IIIT Sri City Chittoor.

5. 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.
6. 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.
7. 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 10.06.2023. IIIT Sri City will discuss during the pre-bid meeting only those queries which are essentially required for submission of bids.
8. **Earnest Money Deposit:** The Earnest Money Deposit amounting to Rs.9,000/- of the respective bid value 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.
9. **Completion Time:** All the specified works shall be completed **within 3 months** of award of work including necessary approval if any.
10. **Site Visit:** Before tendering, every bidder is advised to inspect the site/locations of work and its environments between Monday to Saturday from 10:00 Hrs to 17:00 Hrs except Sunday and Govt. holidays, to ascertain the exact requirement of the NIT, at his own cost.
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. Subletting of work is not permitted.
13. **Minimum Eligibility Criteria:**
 - a) Satisfactory completion of at least
 - three similar works each of value not less than Rs.10.00 lakh or
 - two similar works each of value not less than Rs. 15.00 lakh.
 - b) Similar work shall mean works of Design, Supply, installation, testing and commissioning of 25.00 Meter or More - High flag mast pole designed for 180 Km/Hr wind speed complete including Civil foundation works, Electrical Works with standard size Indian National Flag. in any University, reputed educational institute, Government Organizations and reputed companies during last 3 financial years ending 31st March 2023.

- c) The tenderer should have average annual financial turnover of Rs. 25.00 lakh of supply and installation of High Flag Mast Poles during the last three years ending 31st March, 2023.
- d) The Bidder should not have abandoned any work under Government of India or any state Government nor has any contract awarded to them been rescinded during last five years prior to the date of this bid.
- e) The Bidder should not have any legal case on him or should not had been involved in any litigation / enquiry for similar works under Government of India / state or any government organization.
- f) The tenderer should have valid registration for GST and should have Permanent Account Number (PAN).
- g) 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.

14. **Performance Bank Guarantee:** 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 or 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.

15. **Bid Evaluation:** The price bid should be submitted strictly in the online BOQ and should remain valid for a minimum of FIVE (5) months. The price bid along with the following documents must enclose in the MHRD e-wizard portal

- a. Original bid document duly filled in and completed in all respects with prices, signed with rubber seal on each page as a proof of acceptance.
- b. Earnest Money Deposit Transaction Receipt
- c. Memorandum of Association & Article of Association/Partnership deeds, as applicable.
- d. Description of the bidders works experience of similar nature during last five years along with documentary proof (ending March, 2023).
- e. Bidder shall furnish list of the supervisory persons and other technical persons he wish to deploy in this job along with their experience details.
- f. Letter of Authority for signing and negotiation of bid.
- g. Document in the respect of PAN, GST Registration.
- h. Solvency certificate from any nationalized /scheduled bank.
- i. Receipted copy of the return of Income filed with Income Tax Authority for last 3 years.
- j. Receipted copy of Return of Employees Provident Fund (EPF) for last 3 years.
- k. Any additional relevant information to be furnished by the bidder.

It may please be noted that the price bid part (BOQ) shall not contain any terms and conditions whatsoever. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.

16. IIIT Sri City reserves the right:

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

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

- (a) Bids submitted without Earnest money,
- (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.

18. 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.

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

20. IIIT Sri City shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid upto the date specified or refusing to accept work or carry it out in accordance with the bid if the IIIT Sri City decides to award the work to the Bidder.
21. The EMD shall be retained with the IIIT Sri City until finalization of tenders. If any statements documents/information submitted by tenderer is found false/incorrect, willful misrepresented or omission of facts or fake/forged documents, the EMD shall be forfeited.
22. IIIT Sri City shall, however, release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IIIT Sri City. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
23. The works shall be carried out in the IIIT Sri City campus in the location as directed by the IIIT Sri City Engineer-In-charge with all Safety procedure, specifications and standard code of practice.
24. Works shall be awarded to L1 tenderer on L1 quoted rates. Price quoted by tenderer shall be fixed and not subject to any escalation whatsoever during the period of execution of the contract including the extended period, if any.
25. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
- 26.** The successful bidder should submit Design, shop drawing(s) / Material Approvals / Method statements for approval from official concerned from IIIT Sri City.
27. The successful bidder needs to arrange for the required materials, tools & plants including scaffolding & staging, mobile crane etc., and manpower to the locations at his own cost as per the scope of the work. Accommodation and Transportation should be arranged by contractor themselves.
28. The successful bidder has to ensure the safety of the manpower/vehicles deployed in the premises. IIIT Sri City will not be responsible for any incident arising during execution of the work.

29. Water for works shall be provided by IIIT.

30. Electricity for work shall be provided on request by the contractor after approval of the competent authority.

31. PAYMENT TERMS:

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

- a. 50% towards supply of materials after initial inspection and delivery at site in good condition of pro-rata basis.
- b. 25% after completion of installation in all respect.
- c. Balance 20% will be paid after testing, commissioning trial run of the Flag mast & handing over to the Institute for beneficial use.
- d. Balance 5% will be paid after the completion of Defect Liability period of 1 year.
- e. No advance payment will be made.
- f. Any payment will be released only after satisfactory completion of the work and after submission the certified bill (s) / invoice(s) as per the schedule for payment.
- g. Payment will be made through on-line upon submission of bills. TDS will be deducted as per rules.

32. **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.

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

34. 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.

35. 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.

36.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.

37.ARBITRATION

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

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

Integrity Pact

To,

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

Sub: Submission of Tender for the Work for Supply, Installation, Testing & Commissioning of motorized 25.00 Mtr High Flag Mast Pole designed for 180 Km/Hr wind speed complete including Civil foundation works, Electrical Works with standard size Indian National Flag.

Dear Sir,

I/We acknowledge that IIIT Sri City is committed to follow the principles there of as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder(s))

Signature of Tenderer with Seal

INTEGRITY AGREEMENT

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

BETWEEN

The Registrar, Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Tirupathi 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/FLAG MAST POLE/2022/023 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for the work of “Supply, Installation, Testing & Commissioning of motorized 25.00 Mtr High Flag Mast Pole designed for 180 Km/Hr wind speed complete including Civil foundation works, Electrical Works with standard size Indian National Flag at IIIT Sri City Campus” hereinafter referred to as the “Contract”.

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

AND WHEREAS to meet the purpose afore said 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)

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

agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Institute after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Institute. Such exclusion may be forever or for a limited period as decided by the Institute.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Institute has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Institute apart from exercising any legal rights that may

have accrued to the Institute, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

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

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Institute, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Institute in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal & Prior Rights

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Date:

Signature of Tenderer with Seal

SPECIAL CONDITIONS

1. Rates:

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

2. Completeness of tender:

- 2.1 All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work 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.
- 2.2 For item/equipment requiring initial inspection at manufacturer's works, the contractor will intimate the date of testing / inspection of equipment's at the manufacturer's works before dispatch. The Institute also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make the arrangement for the same. The successful tenderer shall give sufficient advance notice regarding the dates proposed for such tests/inspection to the Institute's representative(s) to facilitate his presence during testing/fabrication. The Engineer-in-charge at his discretion may witness such testing/fabrication. The cost of the Engineer's visit to the factory will be borne by the contractor. Also equipment may be inspected at the manufacturer's premises, before dispatch to the site by the contractor.

3. Storage and custody of materials:

The agency has to make his own arrangements for storage of sundry materials and erection 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. Care of the Building:

Care shall be taken by the contractor while handling and installing the various equipment's and components of the work to avoid damage to the other facilities of the IIITS.g. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

5. Completion of period

The completion period of **THREE (3) months** indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire scope to the satisfaction of the Engineer-in-charge.

6. Performance Guarantee:

- 6.1 The tenderer shall guarantee among other things, the following
- Quality, strength and performance of the materials used.
 - Safe mechanical and electrical stress on all parts under all specified conditions of operation.
 - Satisfactory operation during the maintenance period.
- 6.2 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 or 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.

7. Guarantee

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

8. 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.

9. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Engineer-in-charge who shall grant it in writing if there are reasonable ground for it, and without such Authority in writing by the Engineer-in-charge, the contractor shall not claim exempted from the fine leviable 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.

10. 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.

11. 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.

12. 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.

13. 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 on written request and after approval of the competent authority.

14. Water Supply

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

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

With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisals and evaluation of the offer.

16. After Award of work

(i) The successful tenderer would be required to submit the following within **TEN DAYS** of work for approval before commencement of installation.

(A) Drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor. Foundation structural design.

(B) All Material approvals.

17. The successful tenderer should furnish well in advance three copies each of detailed instructions and manuals of manufactures for all items of equipment's regarding installation, adjustments operation and maintenance i/c preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

18. Extent of work

18.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the Institute. The terms complete installation shall not only mean major items of the plant and equipment's covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charges whether or not those have been mentioned in details in the tender document in connection with this contract.

18.2 Maintenance (Routine & Preventive) for one year from date of completion and handing

18.3 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.

19. Inspection and testing:

19.1 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.

19.2 After completion of the work in all respect the contractor shall offer the installation for testing and operation.

20. Validity

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

21. Compliance with regulations and Indian standards

21.1 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.

21.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the Flag mast pole with all accessories in accordance with currently applicable statutory regulations and safety codes.

21.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and Institute's requirements of safety codes in respect of labor employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 250/- for each default. In addition, the Institute will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

22. 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 there from during the period of erection, construction and putting into operation the flag mast pole 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.

23. 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.

24. Mobilization Advance

No mobilization advance shall be paid for this work.

25. Insurance and Storage

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

26. Verification of correctness of Equipment at Destination

The contractor shall have to produce all the relevant records to certify that the genuine materials from the manufactures has been supplied and erected.

27. Training

The scope of works includes on job technical training of two persons at site. No extra charges will be payable on this account.

28. Maintenance

28.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.

28.2 The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturer's recommendation shall be carried out and the record of the same shall have to be maintained.

29. Interpreting Specifications

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

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

30. The work includes the foundation for the flag mast pole. The SBC of the soil may be taken as 100 KN/Sqm at a depth of 2.0 m. The foundation design and structural drawings should be submitted by the successful tenderer for approval.

DETAIL TECHNICAL SPECIFICATION FOR 25.00 Mtr. FLAG MAST POLE**1.00 SCOPE:**

The scope of this specification covers the design, manufacturing, transport, installation, testing and commissioning of the complete Flag system, using Raising and Lowering motorized type of Flag mast pole, including the Civil Foundation Works and required electrical works for luminaire system. The Institute will only provide the require Water & Power from the nearby location, tapping & carrying arrangements are to be done by the vendor only.

2.00 APPLICABLE STANDARDS:**Code No.**

1. TR. No. – 7 - High Masts for Lighting and CCTV (2000 edition) of ILE, U.K,
2. SABS 0225:1991 - High Mast natural frequency calculation
3. IS 875 Part – 3 - Wind Loading
4. BS EN 10025:1993 - High Tensile Steel Sheets
5. IS 2062 - Mild Steel
6. IS 2629 - Galvanization
7. IS 3459 / 2266 - Stainless steel Wire rope
8. IS 325 - Motor

3. FLAGMAST:**3.1 Structure:**

The Flag mast shall be of continuously tapered, polygonal / round cross section, presenting a good and pleasing appearance and shall be based on proven In-Tension design conforming to the standards referred to above to give an assured performance and reliable service.

3.2 Construction:

The mast shaft shall be manufactured from high tensile steel plates confirming to BS EN 10025 having minimum yield strength of 355N/Sq. mm. Each mast shaft section shall have only one longitudinal weld and without any circumferential weld joint. Sections with more than one longitudinal weld shall not be accepted. The mast base flange shall be free from any lamination or incursion and provided with supplementary gussets between the bolt-holes to ensure elimination of helical stress concentration.

The minimum A/F dimension of top shall be 150 mm and bottom as per the design and not less than 540mm with safe structure calculation. Design certificates and warranty should be provided for minimum 25 years. The average section length except for the top section shall be 4.00 to 6.00 m and top shall depend on the length required to make the specified height. The masts sections shall be joined at site by slip- stress-fit method and minimum overlap distance shall be 1.5 times the diameter at penetration.

A door reinforced with welded steel section, vandal resistant, weather proof with Allen bolts and pad locking facility of minimum dimension 1250 mm x 250 mm shall be provided at a height 2 times the width of door from the base of mast to provide clear access to base compartment equipment's winch, motor, cable, connector etc.

For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized internally and externally in single dip having a uniform average thickness of 85 microns for plates more than 5 mm and 70 microns for 5 mm or less thickness. Manufacturer of Flag mast, Octagonal / round poles and Luminaires should preferably be same for easy maintenance

3.3 Dynamic Loading for the Mast:

The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed as per IS 875 (three second gust), and shall be measured at a height of 10 meters above ground level. The design life of the mast shall be 25 years. The force co-efficient taken for design of the polygonal structure is to be established from the wind tunnel test data.

4.0 Raising and lowering mechanism:

4.01 Winch:

The double drum winch shall be completely self-sustaining without the need for brake shoe, springs or clutches and self-lubricating type by means of an oil bath. The worm gear ratio shall be 53:1 and safe working load 1000 Kg. The drums are to be grooved to provide perfect seat for stable and tidy rope lay and arrangement for distortion free rope end termination.

The winch shall have provision to operate manually by a handle or electrically through power tool. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be marked on each winch.

The winch shall be type tested through reputed testing agencies and the type test report shall be submitted. A test certificate is to be submitted along with supplies.

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4.02 Head Frame:

The hot dip galvanized head arrangement is to be designed as a receiving the flag wire rope & addition to this to stand by rope for flag. The LM6 Aluminum pulleys with bush bearing mounted through stainless steel shaft shall be suitable to accommodate wire ropes to be provided.

4.03 Wire Ropes:

The galvanized wire ropes shall be in 7/19 construction with central core in the same material of 6 mm diameter. The breaking load of each rope shall not be less than 2350 Kg giving a factor of safety of over 5 for the system at full load as per the TR-7. The end construction of rope for the winch drum shall be fitted with talurit and for two continuous ropes the end termination in luminary's carriage shall be with stainless steel thimble and copper splicing and for others with stainless steel thimble and bull dog grips.

4.04 Electrical System, Cable and Cable Connections:

The power cable from base compartment to junction box at the top shall be 1.1 KV grade PVC insulated, PVC sheathed copper conductor of size minimum 3 core x 1.5 sq. mm. Wiring from junction box to Aviation Light is to be done using 3 core 1.5 sq. mm PVC insulated, PVC sheathed, copper conductor flexible cable. Suitable arrangement is to be provided in the base compartment to receive and terminate incoming power cable and MCB in a box for isolation of incoming power supply.

4.05 Power Tool for the Winch:

Three phase, single speed, motor of rating suitable to hoist the flag mounted on adjustable plate to adjust the length of winch motor coupling chain is to be provided in base compartment.

Mechanical torque limiter is to be mounted on motor shaft to stop transmission of motion from motor to winch in case of excess load and thus prevent the damage to winch and breakage of rope.

4.06 Decorative Finial

One number of FRP ornamental finial (DOME) shall be provided on the head arrangement

4.07 Aviation Obstruction Light

Supply of Single dome aviation obstruction lights of type LED AOL.

4.08 Earthing Terminals:

Earth terminal using 12 mm diameter hot dip galvanized bolts shall be provided on the door stiffener of the mast for lightning and electrical earthing of the mast.

4.09 Control Box

Each mast shall be provided with a control box / feeder pillar with 32A TPN MCB incomer, power tool control with 2 no 9A contactors and raise lower push button, Incoming 16 sq. mm and outgoing 4 sq. mm terminals.

4.10 Incoming Power Cable

Power cable of suitable size up to the feeder pillar from supply point shall be provided by the tenderer. The power tapping point is 100 m away from the feeder pillar approximately.

5.00 Luminaries

The flood light luminaries 300 – 350 Watt LED type having more than 100 Lumen / W output. This Flood light shall be installed on 5 mtr galvanized octagonal poles with supply & laying of 3 Core x 2.5 Sq mm Copper cable for the individual wiring of the Luminaire.

5.01 Octagonal / Round Poles

2 No. 5 mtr. High hot dip galvanized octagonal / round poles for installing the flood light to illuminate the flag in dark.

6.00 PU Painting

Flag mast shall be finished with Polyurethane (PU) paint over the galvanized surface after application of Etch Primer coat. PU Paint should be done at manufacturer's works, and certificate from manufacturer for same should be enclosed in the bid.

7.00 FLAG

Supply of Indian National Flag of standard size (for the 25.00 m flag mast) in 100% Knitted Polyester (140 / 160 gsm), with reinforced super- strong nylon webbing on all 3 sides & rope/toggle sleeve.

**TECHNICAL DATA SHEET FOR
25 METER HIGH FLAG MAST
POLE**

HIGH MAST SYSTEM

Make	: PROPRITORY MAKE
Height of mast	: 25.00 Meter,
No. of sections	: FOUR
Material construction	: S 355 grade as per BS-EN10 025
Base dia. and top diameter (A/F)	: Top : 150 mm, Bottom : 540 mm
Plate thickness	: Top : 4 mm, Middle : 5 mm, Bottom : 6 mm
Cross section of Mast	: 20 side polygon or round.
Standard for of galvanization	: As per BS EN ISO 1461
Size of opening and door at base	: 1200 x 250 mm
Diameter of base plate	: 670 mm
Thickness of base plate	: 30 mm
Lightning protection finial	: G.I single spike of length 1200 mm
Max.wind speed	: 50 m/s
Number of foundation bolts	: 12 nos.
PCD of foundation bolts	: 570 mm
Type / diameter / length of foundation bolts	: TS 600 / 30 mm dia / 850 mm long
<i>WINCH / POWER TOOL</i>	
Type / SWL of winch	: Double drum, SWL 1000 Kg
Method of operation	: Integral Motor
Motor capacity	: 2 HP
No of speeds	: 4 Pole, Single speed
Torque limiter	: With mechanical tripping facility

TECHNICAL DATA SHEET FOR 15.00 MTR. HIGH / FLAG MAST & COMPONENTS
(TO BE FILLED BY THE TENDERERS)

1. HIGHMAST STRUCTURE :

VENDOR'S

CONFIRMATION / REMARKS Height of mast(mtr)

25.00 mtr Permissible Projected area :

Make :

Material construction : BS-EN 10025 (old BS4360) Thickness (in mm)

Top :

Middle :

: Bottom :

Cross section of Mast in Polygon/round : (number of sides)

Length of individual sections (in m) : Top :

Middle

Bottom

Base and top diameter : Base diameter (in mm) –

:Top diameter

(in mm)—

Type of Joint : Stress fit side joint

Length of overlap (Mtr) :

Metal protection treatment for :

Galvanized Mast section

Thickness of galvanization (min) : Micron -- -

Type of locking arrangement and door panel :

Size material & thickness of ----- Amps TPN MCB + ELCB cable

Termination box Size of base plate (mm) : Dia -----mm

Diameter and thickness : Thick mm

Size of anchor plate &thickness : mm (approx)

2. DYNAMIC LOADING AS PER PREVAILING AT SITE

Max. wind speed : 50 mtr /sec but not less than location req (As per IS;875; 1987)

Height of above ground level these

Two factors are measured : Factor of safety for wind load :

Factor of safety for other load :

Factor of safety for tower :'

3. FOUNDATION DETAILS

Type of foundation : The SBC of soil may be taken as 100kN/sqm at 2.00 m depth. for designing the foundation. **The design calculation shall also be supplied by the bidder.**

Design Load bearing capacity : .

Design safety factor

Considered wind pressure :

Considered wind speed(km per hour):

Depth of foundation:

Average soil bearing capacity :

Numbers of foundation bolts :

DPC of foundation bolts :

Type of foundation bolts :

Bolt diameter :

3. WINCH

Make of winch

Number of drums / winch :

Gear Ratio :

Capacity :

Operating speed :

Individual drum rotation :

Method of operation :

Lubrication arrangement :

Type of Lubricant :

Gear Material :

Tested Load per drum (Kg)

Factor safety

:

4. STAINLESS STEEL WIRE ROPE

- Make :
- Grade :
- Number of ropes ;
- Construction
- Centre core material :
- Diameter (mm) :
- Thimbles & Terminals :
- Breaking load capacity :
- Factor safety
- (specified not less than 5) :

4 POWER TOOL

- a) Model (portable external / integral type)
- b) Input supply :
- c) Wattage / HP :
- d) Number of speeds :
- e) Reversible / non reversible :
- f) Operating speed : -
- g) Remote control switch
 - i) Type :
 - ii) Length of control cable :
- h) Max. time taken for –
 - i) Raising :
 - ii) Lowering :

5 TORQUE LIMITER

- a) Model :
- b) Lifting capacity :
- c) Adjustable / non –

PERFORMANCE BANK GUARANTEE OF CONTRACTOR

Bank Guarantee No.: _____ **dated :** _____ **Issuer of Bank Guarantee :**
_____ (name of the bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee :

Registrar,

IIIT. SRICITY

Nature of Bank Guarantee :

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee :

Contract Agreement dated _____ (hereinafter referred to as the "Agreement"), executed between the Employer acting through the Registrar IIIT, Sricity ("hereinafter referred to as the "Employer") and

_____ (hereinafter referred to as the "Contractor") for the work of **Supply, Installation, Testing & Commissioning of motorized 25.00 Mtr High Flag Mast Pole designed for 180 Km/Hr wind speed complete including Civil foundation works, Electrical Works with standard size Indian National Flag** at IIIT Sri City.

Provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The titles of this Guarantee i.e. "Performance Bank Guarantee" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee :

1. At the request of the Contractor, we, _____ (name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Employer i.e. the beneficiary on behalf of the Contractor, upto a total sum of Rs ----- (Rupees-----Only), such sum being payable by us to the Employer immediately upon receipt of first written demand from the Employer.

Basis, upon receipt of first written demand from the Employer and without any cavil or argument or delaying tactics or reference by us to Contractor and without any need for the Employer to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the contractor or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. ----- (Rupees-----Only).

2. We hereby waive the necessity of the Employer demanding the said amount from Contractor prior to serving the Demand Notice upon us.

3. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Employer that the Employer shall be the sole and the exclusive judge to determine

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that whether or not any sum or sums are due and payable to him by Contractor, which are recoverable by the Employer by invocation of this.

4. We unconditionally and irrevocably undertake to pay to the Employer on an immediate Guarantee.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the Employer through Registrar, IIIT, Sri City, on behalf of IIIT. Sri City.

6. We unconditionally and irrevocably undertake to pay to the Employer through Registrar IIIT. Sri City on behalf of the IIIT. Sri City any amount so demanded not exceeding Rs. ----- (Rupees-----only) notwithstanding any dispute or disputes raised by Contractor or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Employer, shall be a valid discharge of our liability for payment under this Guarantee and the Contractor shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until_.

Notwithstanding any contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. -----

This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Employer through Registrar, IIIT. Sri City on behalf of the IIIT. Sri City serves upon us a written claim or demand on or before_____.

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AGREEMENT

This Agreement made thisday of
.....between
..... (hereinafter called the "Contractor" of the first
part
and Indian Institute of Information Technology Sri City through the Registrar (hereinafter called
"The Institute") of the other part.

Whereas the Contractor has offered for the work of **Supply, Installation, Testing & Commissioning of motorized 25.00 Mtr High Flag Mast Pole designed for 180 Km/Hr wind speed complete including Civil foundation works, Electrical Works with standard size Indian National Flag at IIIT Sri City campus Sri City, Chittoor** and the Institute has accepted his tendered offer for the execution of afore mentioned work. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the general conditions of contract enclosed herewith.
2. The following documents shall be deemed to form and be construed as part of this Agreement:
 - (i) The "NOTICE INVITING TENDER" AND "INSTRUCTIONS TO TENDERERS" enclosed as ANNEXURE - 'I' with this agreement.
3. The work will be executed strictly according to specifications and sample and the schedule of items of work as per quantities specified therein at the accepted rates.
4. All correspondence and modifications, if any and acceptance letter will from part of this agreement.
5. The University hereby covenants to pay the Contractor, in consideration of completion of works, the price in the manner as specified in this Agreement.

IN WITNESS THEREOF THE PARTIES HERE TO SET THEIR RESPECTIVE HANDS AND
SEALS ON THE DAY AND YEAR MENTIONED ABOVE IN THE PRESENCE OF
WITNESSES AS UNDER:

Name and Address of the Contractor

Signature of Contractor

.....
.....

.....
.....

Signed sealed and Delivered by in the capacity
of.....

In presence of (Name and Address)

Witness No. 1

.....

Witness No. 2

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ANNEXURE 'A'

BILL OF QUANTITIES

Sl.No.	Description	Unit	Qty	Rate	Amount
1	<p>Supply, Installation, Testing and commissioning of 25 meter high Flag mast pole as per the following specifications, including cost all materials, labor, lead, lift, transportation, supervision charges all complete as per approved design, make and as per the instruction of the Engineer-In-Charge;</p> <ul style="list-style-type: none"> - Minimum 65 micron hot dip galvanized - 20 sided polygonal white PU coated - Suitable for wind speed of 50 m / s - Pole Top dia Min. 150 mm (A/F) - Pole Bottom dia Min 540 mm (A/F) - 4 Sections with sheet thickness of 4mm at Top ; 5 mm at middle and 6 mm at bottom - Base plate 670 mm dia ; 30 mmthick and PCD- 570MM - 12 No. M30 X 850 mm foundation bolts with nuts, washers', template and anchor plate - Double drum winch, gear box belt, Gear Ratio 53:1, ; 3 Ph, 415V, AC motor of approved make, - 6mm (7/19 construction) SS 304 grade wire rope. - Manual operating handle - Mounting plates for motor and Gear box - Lightning arrester and earthing spikes (GI) - Decorative GRP /FRP DOME. - LED low intensity, steady type aviation light with 3C X 2.5 Sqmm copper cable - Service door as specified size 	No	1		
2	<p>Supply, Installation, testing & Commissioning of stand mounted IP55, 14SWG Powder coated, CRCA feeder pillar as per below specifications;</p> <p>Incomer : 1 No. 40 A, 4 P, MCB and 1 set of R,Y,B LED indication lamp</p> <p>Lighting Control: 1 No. 25 A, TP, Power contactor with 24 Hrs. single dial timer for the automatic switching of luminaires</p> <p>Power Tool Control: 2 No. 9A, TP, Power contactor and pendant push buttons with cable for raising & lowering of flag</p>	No	1		

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	<p>Terminals: 4 Nos 16 Sqmm Terminals for incomer, 4 Nos 10 Sqmm Terminals motor power supply & 4 Nos. 2.5 Sqmm Terminals for motor raise /lower control The cost should be inclusive of all material, labour, lead & lift, transportation, supervision charges and any requirement not specified for commissioning of the feeder pillar complete as per approval and instruction of Engineer-in- charge</p>				
3	<p>Supply, installation, testing & commissioning of 5 Meter high hot dip galvanized (Min.65 microns) octagonal pole as per below specifications:</p> <ul style="list-style-type: none"> - Top Dia 70 mm (A/F) - Bottom dia 130 mm (A/F) - Sheet thickness 4 mm - 4 No. M20 Size X 600 hot dip galvanized foundation bolts with nuts, washers, template etc., - Mounting bracket for fixing 1 No flood light of 350 W . - Base plate 220 x 220 x 12 mm - Internal service door with 6 A SP MCB, 4 WAY connector mounted on backlite. <p>Complete including cost of all material, labour, lead& lift, transportation, supervision charges etc., as per the approval and instruction of the Engineer-in-charge</p>	No	2		
4	<p>Supply, installation, testing & commissioning of 350 W LED Flood light fitting, IP66, 350000lm, 6500 k complete including cost of all material, labour, lead, lift, transportation, supervision charges etc., as per approval and instruction of Engineer-in-charge</p>	No	2		
5	<p>Supply, installation, testing & commissioning of Single Dome LED Aviation light of low intensity, steady type complete including cost of all material, labour, lead, lift, transportation, supervision charges etc., as per approval and instruction of Engineer-in-charge</p>	No	1		
6	<p>Supply & fixing of Indian Tri colour national flag of size 24 feet X 16 feet , 100% polyester knitted of 140 gms. Disperse printed, washable / durable, UV protected colors,. Double stitched on three sides and fourth side sleeve with double hemming on all sides stiching for more durability, including cost of material, fising charges, labour, lead & lift, supervision charges etc., complete as per approval and instruction of Engineer-in-charge.</p>	No	2		
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7	Design, supply and erection of suitable RCC foundation suitable for 25 m high flag mast pole, considering the SBC of the site soil as 100 KN/SQM complete including cost of water proofing the foundation with approved material, cost of labour, lead, lift, formworks supervision charges etc., complete as per the approval and instruction of the Engineer-in-charge	No	1		
8	Design, supply, installation, testing & commissioning of Earthing system as per IS 3043 including supply & fixing of 2.5 m long 40 mm Dia class-B GI pipe with clamps, nuts & bolts, including construction of earth pit PCC chamber size of 450 x 450 mm with steel frame CI cover. Providing Earth bus for interconnection & supply and filling the earth pit chamber with mixture of salt & charcoal complete including cost of all material, labour, lead, lift, transport, supervision charges etc., complete as per approval and instruction of Engineer-in-charge.	No	2		
9	Design, supply and erection of RCC foundation for 5meter octagonal pole for mounting 350 W flood light, including supply & wiring of 3cx 2.5 Sqmm flexible copper cable between light fitting & MCB complete including cost all materials, labour, lead, lift, transport, formwork, cost of steel, supervision charges complete as per approval and instruction of Engineer-in0charge.	No	2		
10	Supply and laying of incoming cable of suitable design required capacity and size for power supply to the flag mast pole feeder pillar from the Academic building through existing cable trench for a distance of 20m and through open trench upto the flag mast pole, including cost of all material, excavation, refilling, route markers, caution tape etc., supervisions charges complete as per theapproval and instruction of Engineer-in-charge.	Meter	100		

1. GST will be paid at the applicable rate
2. If there is a discrepancy between words and figures, the amount in words shall prevail.

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