

## राष्ट्रीय प्रोद्योगिकी संस्थान दुर्गापुर

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
MAHATMA GANDHI AVENUE, DURGAPUR-713209

(West Bengal), INDIA, www.nitdgp.ac.in

An Autonomous Institution of the Govt. of India under MHRD

Ref: NITD/EST/National Flag/01/19

Date: 21.05.2019

## e-Tender Notice For

Supply, Installation, Commissioning & Testing of 30.5 Mtr Flag Mast suitable for 180 KM/HR wind speed complete for 30 ft x 20 ft size Tri color National Flag at NIT Durgapur campus, West Bengal, India.

Signature & Seal of the bidder

Contd.....P/2

Mais to p

## Page-2 of Tender No. NITD/EST/National Flag/01/19, dated 21.05.2019

E-tenders are invited from the Companies who are manufacturer or their authorized dealers or contractors of an OEM for the work of SICT of 30.5 Mtr Flag Mast suitable for 30 ft x 20 ft size Tri color National Flag at NIT Durgapur campus, West Bengal, India.

Sl.	Name of Work	EMD in ₹	Time Period
No.			
01	Supply, Installation, Commissioning &	25000.00	03 months
	Testing of 30.5 Mtr Flag Mast suitable		
	for 180 KM / HR wind speed compete for		
	30ft X 20 ft size Tri color National Flag.		

#### Schedule:

Name of Organization	National Institute of Technology
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Works
Type/Form of Contract (Work/Supply/	Supply
Auction/Service/Buy/Empanelment/ Sell)	
Source of Fund (Institute/Project)	Institute
Is Multi Currency Allowed	NO
Date of Issue/Publishing	03/06/2019 (dd/mm/yyyy) (17.00 Hrs.)
Document Download/Sale Start Date	03/06/2019 (dd/mm/yyyy) (18.00 Hrs.)
Date for Pre-Bid Conference	11/06/2019 (dd/mm/yyyy) (15.30 Hrs)
Venue of Pre-Bid Conference	Estate Section, NIT Durgapur
Last Date and Time for Uploading of Bids	29/06/2019 (dd/mm/yyyy) (16.00 Hrs.)
Date and Time of Opening of Technical Bids	02/07/2019 (dd/mm/yyyy) (11.00 Hrs.)
Tender Fee	Rs. NIL /-
EMD	INR 25,000/-
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	Shri A. K. Bhagat, Security Officer & I/C Estate Section, National Institute of Technology, Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	+919434788170
Email Address	estatehelpdesk@admin.nitdgp.ac.in

Tender document and other terms and conditions are available at  $\underline{http://eprocure.gov.in/eprocure/app} \ \& \ \underline{www.nitdgp.ac.in} \ .$ 

Signature & Seal of the bidder

Contd.....P/3

Almho obleto sepochs

Page-3 of Tender No. NITD/EST/National Flag/01/19, dated 21.05.2019

## **Terms and Conditions:**

1. Pre – qualification: Bidder should be Manufacturer or Authorized dealer/ contractor of an OEM. Bidder should supply Material from an OEM and the proof of OEM should be enclosed. OEM itself should have own experience for designing, manufacturing and supplying of minimum 05 Flag mast with minimum height 30.5 Mtr. Manufacturer should have valid ISO 9001, ISO 14001, OSHAS 18001, ISO 3843 certificate for their manufacturing plant.

2. The bidder should not have abandoned any work under Government of India or Govt. of West Bengal / undertaking / Institutions nor any contract awarded to them has been rescinded, during last five years prior to the date of this bid.

3. The bidder should not have any legal case on him or should not had been involved in any litigation / enquiry for similar work under Government of India / state or any Govt. organization.

4. All the bidders will submit the list of similar works executed in a separate envelop. Any offer without having executed minimum five similar works i.e 30.5 high mast shall not be considered & such financial bids will not be opened.

5. Detailed specifications of all the items have been furnished in the B.O.Q against which rates are to be quoted by the bidders. Quantities taken in the BOQ are appx and can be increased or decrease or scope of the work can also be changed. No claim on this account shall be entertained.

6. Earnest money of the unsuccessful bidders shall be refunded after the allotment of work. Earnest money of the lowest bidder shall be refunded after successful completion of the work.

7. Subletting the work after its award is not permissible.

8. The bid shall be accompanied by **Earnest Money of ₹ 25000.00 (Rupees Twenty Five Thousand Only)** in the form of **Demand Draft** from any Nationalized Bank, in favour of the "NIT Durgapur".

9. The conditional tenders will not be accepted.

Signature & Seal of the bidder

Contd.....P/4

Page-4 of Tender No. NITD/EST/National Flag/01/19, dated 21.05.2019

10. The quoted rates shall include components related to labour laws. The contractor has to

abide by all the labour laws and to deposit due amounts under these laws already covered in the

quoted rates.

11. The Tender Allotment committee reserves the right to accept or reject any or all the tenders

without assigning any reason.

12. Noncompliance of instructions of the authorities of the Institute or delay in completion of the

assigned work or non-removal of defects in time; the Institute shall be free to get the job done or

get the defects rectified through any other agency at the risk and cost of the contractor.

13. The work shall be completed within 2 months from the date of issue of approval of drawing.

14. The contractor shall be responsible for any damage caused to any property of the campus

and make good all such damages at his own cost.

15. In the event of any accident during the course of work which may result in any injury to a

work man; the responsibility of their medical treatment will fully rest with the contractor and the

University shall not be liable in any way. Adequate safety measures must be ensured during the

entire work.

16. The work includes the foundation of the Pole. The bidder will get the bearing capacity tested,

before designing the foundation. The design calculation & structural drawing shall also be

supplied by the bidder. The design can be got rechecked by the Institute & if there is any

expenditure on this account the same shall be borne by the bidder.

17. Bids not fulfilling all or any of the above conditions or incomplete, in any respect are liable

to rejection.

18. Security deposit to the amount 10% of the bid amount will remained be deposited for one

calendar year and be refunded after completion of that year.

19. Quoted price shall be inclusive of GST and all statutory deduction, fright charges etc.

20. PAN, AADHAAR No., Valid Trade License, GST Number are to be mentioned with attached

copies.

Registrar NIT Durgapur

Contd.....P/5

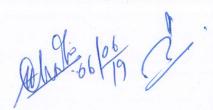
alun oboha

## **Instructions of Online Bid submission**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at http://eprocure.gov.in/eprocure/app

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge. Dining enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrolment/ registration.
- 4) Then the Digital-Signature Certificate (Class II or Class III Certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

Contd.....P/6



## Page-6 of Tender No. NITD/EST/National Flag/01/19, dated 21.05.2019

- 9) Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'any tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the prebid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be "uploaded as part of the offer.

Contd.....P/7

Signature & Seal of the bidder

Alar 306/19 3

- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 19) The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

Contd.....P/8

- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exist option in the Brower.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone –18002337315 or send a mail over to <a href="mailto:cppp-nic@nic.in">cppp-nic@nic.in</a>.

Contd.....P/9

## DETAIL TECHNICAL SPECIFICATION FOR 30.5 Mtr. FLAG MAST.

#### 1.00 SCOPE:

The scope of this specification covers the manufacture, transport, installation, testing and commissioning of the complete Flag system, using Raising and Lowering type of Flag mast Towers, including the Civil Foundation Works. The University will only provide the feeder cable of required size up to the base compartment of the high mast.

#### 2.00 PRE-QUALIFICATION

- Bidder should be Manufacturer or Authorized dealer/ contractor of an OEM. i.
- Bidder should supply Material from an OEM and the proof of OEM the same should be ii. enclosed.
- OEM itself should have own experience for designing, manufacturing and supplying of minimum 05 Flag mast with minimum height 30.5 Mtr.
- Manufacturer should have valid ISO 9001, 14001, OSHAS 18001, ISO 3843 for their iv. Indian manufacturing plant and have to be submitted along with technical bid.
- Manufacture should have their own design cell to carry out the structural calculation of v. such high mast.
- Detail structural & foundation calculation / design should be submitted to authority before execution of work.

## 3.00 APPLICABLE STANDARDS:

Co	de	No	_
$\sim$	uc	710	۰

4.BS EN 10025:1993

High Masts for Lighting and CCTV (2000 edition) of

1. TR. No. - 7 ILE, U.K,

High Mast natural frequency calculation 2. SABS 0225:1991

Wind Loading (Durgapur West Bengal) 3.IS 875 Part - 3

High Tensile Steel Sheets

Mild Steel 5.IS 2062

6.BS EN ISO 1461 Galvanization

7.IS 3459 / 2266 Stainless steel Wire rope

8. IS 325 Motor

Contd......P/10

## 4. FLAGMAST:

#### 4.01 Structure:

The Flag mast shall be of continuously tapered, polygonal cross section, 20 sided, 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.

#### 4.02 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 safe structure calculation. Design certificates and warranty should be provided for minimum 25 years. The minimum section length except for the top section shall be 10.98 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  $1250 \text{ mm} \times 250 \text{ mm}$  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 poles and Luminaires should preferably be same for easy maintenance

#### 4.03 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 but should not be less than the codal value.

Contd.....P/11

## 4.05 Raising and lowering mechanism:

## 4.05.01 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 750 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 institutions like IIT as consultants and the type test report shall be submitted along with offer. A test certificate is to be submitted along with supplies.

#### 4.05.2 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 & additional safety rope for man rider (Not part of supply and to be ordered separately). The LM6 Aluminum pulleys with bush bearing mounted through stainless steel shaft shall be suitable to accommodate wire ropes to be provided.

4.05.3 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.

## 4.06 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.

Contd......P/12

#### 4.07 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.

#### 4.08 Decorative Finial

One number of FRP ornamental finial (DOME) shall be provided for each FLAG mast on the head arrangement is to be provided.

#### 4.09 Aviation Obstruction Light

Supply of Single dome aviation obstruction lights of type LED AOL, Make shall be ISO standard.

## 4.10 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.

## 4.11 Control Box / Panel

Each mast shall be provided with a control box 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.

## 4.12 Incoming Power Cable

Power cable of suitable size up to the feeder pillar from supply point shall be provided by NIT Durgapur.

#### 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.

Contd......P/13



## Page-13 of Tender No. NITD/EST/National Flag/01/19, dated 21.05.2019

## 5.11 Octagonal Poles

5 mtr. High hot dip galvanized octagonal poles for installing the flood light to illuminate the flag in dark.

## 6.00 Makes for Flag Mast, Octagonal Poles & Luminaires

BAJAJ / Transrail / Valmont / Lysaught

## 7.00 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.

## 8.00 FLAG

Supply of national flag of size 20' x 30' in 100% Knitted Polyester (140 / 160 gsm), with reinforced super-strong nylon webbing on all 3 sides & rope/toggle sleeve.

Contd.....P/14

## TECHNICAL DATA SHEET FOR 30.5 MTR FLAG MAST FM 30.5 @ 50 m/s

#### HIGH MAST SYSTEM

Approved Make

Bajaj / Transrail / Valmont / Lysaught

Height of mast No. of sections

**30.5 Meter,** Three

Material construction

3355 grade as per BS-EN10

Base dia. and top diameter (A/F)

Top: 150 mm,

Plate thickness

Bottom: 540 mm Top: 3 mm,

Cross section of Mast

Middle: 4 mm, Bottom: 4 mm

Standard for of galvanisation

20 side polygon. As per BS EN ISO 1461

Size of opening and door at base

1200 x 300 mm

Diameter of base

730 mm

plate

30 mm

Thickness of base plate Lightning protection

G.I single spike of length 1200 mm

finial

Max. wind speed

**As per IS 875** 12 nos.

Number of foundation bolts PCD of foundation bolts

650 mm TS 600 / 30 mm dia / 850 mm

Type / diameter / length of foundation

long

bolts

Double drum, SWL 750 Kg

**WINCH / POWER TOOL**Type / SWL of winch
Method of operation

Integra 1 Motor 2 HP

Motor capacity

HP
6 Pole, Single speed
With mechanical tripping

No of speeds Torque limiter facility

Signature & Seal of the bidder

Contd.....P/15

allow to be 2.

### Page-15 of Tender No. NITD/EST/National Flag/01/19, dated 21.05.2019

#### GENERAL:

- 1. All materials required for the job will have to be arranged by the contractor meeting the relevant codes specifications.
- 2. The contractor will have to make his own arrangement to transport the required materials outside and inside the working place and leaving the premises in a neat and tidy condition after the completion of the job to the satisfaction of the Institute Authorities.
- 3. The contractor will have to arrange for safe keeping of his materials and should provide necessary security arrangements for safe guarding the materials. NIT Durgapur will not be responsible for any claims with regard to this.
- 4. The tenderers are advised to visit the site and get acquainted with the site conditions. NIT Durgapur will not provide any Roads, infrastructure such as water, etc. at site. Only electric connection may be provided on payment basis as per Institute rule. Vendor has to make their own arrangements for transportation of material, movement of heavy equipment at site.
- 5. The tenderers should note the site conditions before quoting. The site will be offered on AS IS WHERE IS for the execution of this job and it will be sole responsibility of the vendor to ensure that they abide by the various rules. Regulations, bye-laws and other statutory requirements etc. Imposed by the Government / semi-Government and / or other local authorities governing execution of this job.
- 6. When the person signing the tender is not sole proprietor the necessary Power of Attorney authorizing the person to act on behalf of the proprietor or Organization should be produced / attached with the tender in the Unpriced Bid.
- 7. The tenderers should study the various tender conditions / documents etc. carefully before submitting their offers. If there are any doubts, they should get clarifications from NIT Durgapur in writing but this shall not be a justification for submission of late tenders or extension of due date of the tender.
- 9. As far as possible the tenderers should endeavor not to stipulate any counter terms / conditions or modifications of tender clauses and should quote strictly as per tender conditions. This will assist in proper evaluation of each offer.
- 10. NIT Durgapur reserves the right to reject offers not meeting its technical requirements and commercial conditions.
- 11. NIT Durgapur reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.

Signature & Seal of the bidder

Contd.....P/16

## 12. Disputes and Arbitration.

- 12.1 If any dispute or difference of any kind what-so-ever shall arise between the NIT Durgapur / its authorized representative and the contractor in connection with or arising out of this contract for the execution of work there under will be settled within the Jurisdiction of Durgapur Court only.
- 12.2 Whether before its commencement or during the progress of work of after the termination, abandonment or breach of the contract, it shall in the first instance, be referred for settlement to the Registrar of NIT Durgapur and he shall, within a period of sixty days after being requested in writing by the contractor to do so convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as herein after provided, be final and binding upon the contractor. In case the work is already in progress, the contractor shall proceed with the execution of the work on receipt of the decision of the Registrar as aforesaid will all due diligence, whether any of the parties requires arbitration as herein after provided or not.
- 12.3 If the Registrar has conveyed his decision to the contractor and no claim for arbitration has been filed by the contractor within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be subject matter of arbitration at all.
- 12.4 If the Institute fails to convey his decision within a period of sixty days after being requested as aforesaid the contractor may within further sixty days of the expiry of the final sixty days from the date on which the said request was made by the contractor refer the dispute for arbitration as herein after provided.
- 12.5 All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D. post be referred to the sole arbitration of the Technical Advisor(civil) of NIT Durgapur as such at the time of reference unless debarred from acting as an Arbitrator by an order of NIT Durgapur in which event, the Director shall appoint any other technical officer from the persons already on the panel of NIT Durgapur to act as arbitrator, on receipt of request from either party.
- 12.6 Employer of work shall have the authority to change the arbitrator on an application by either the contractor of the Engineer-in-charge requesting change of the arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of the proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator filed before the Employer and a notice thereof is given by the applicant to Arbitrator.

Contd.....P/17

The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator simultaneously, appointing a technical officer from the persons already on the panel of NIT Durgapur to act as arbitrator, on receipt of request from either party. The new Arbitrator so appointed may enter upon the reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.

- 12.7 The reference to the Arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within six calendar months from the date of payment the final bill to the contractor or from the date of registered notice is sent to the contractor to the effect that his final bill is ready by the Engineer-in-charge (whose decision in this respect shall be final and binding) whichever is earlier.
- 12.8 It shall be an essential term of this contract that in order to avoid previous claims, the party invoking arbitration shall specify the disputes on facts & calculations stating the amount claimed under each claim & shall furnish a "deposit-at-call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of Award. In the event of award in favour of the claimant, the deposit shall be refunded to him in the proportion to the amount awarded with respect to the amount claimed & the balance, if any, shall be forfeited & paid to the other party.
- 12.9 The provisions of the Indian Arbitration Act, 1996 or any other statutory enactment there under or modifications thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- 12.10 The Arbitrator shall award separately giving his award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award enforce able shall not be legally enforceable.
- 12.11 The Venue of arbitration shall be the Jurisdiction of Durgapur Court only. The work under the Contract shall continue during the arbitration proceedings.
- 12.12 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- 13.13 Neither party shall be entitled to bring a claim for arbitration, if is not field as per the time period already specified or within six months of the following:

Contd.....P/18

- a) Of the date of completion of the work as certified by the Institute Authority or
- b) Of the date of abandonment of the work or breach of contract under any of its clauses or
- C) Of its non-commencement or no resumption or work within 10 days of written notice for commencement or resumption as applicable, or
- d) Of the cancellation, termination or withdrawal of the work from the contractor in whole or in part and/or revision for enclosure of the contract, or
- e) Of receiving an intimation from Institute Authority that the final payment due or recovery from the contractor had been determined, for purpose of payment adjustment whichever is the latest.

If the matter is not referred to the arbitration within the period prescribed above, all the rights and claims of the either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.

- 13.14 No questions relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings shall not disentitle the Employer to terminate the contract and to make alternate arrangement for completion of the works.
- 13.15 The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The Arbitrator may from time to time with the consent of the parties enlarge the initial time for marking and publishing the award.
- 13.16 The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

Contd.....P/19

Alle 06/09

## SPECIAL TERMS & CONDITIONS

1. **COMPLETION PERIOD: 3 months** from the date of issue of approval of drawing.

#### 2. DEFECTS LIABILITY PERIOD:

- i). Pole: 12 months warranty on Flag Mast Shaft & accessories from the date of commissioning.
- ii). LED lights & Aviation light it will be comprehensive for 3 years.
- iii). Successful bidder will also supply design certificate for 30.5 mtr Flag mast Pole for minimum 25 years.

#### 3. WATER:

To be arranged by the contractor.

#### 4. POWER:

Institute will provide on payment basis as per prevailing rate.

#### 5. CEMENT:

- **a.** Cement required for construction under the scope of the vendor shall be arranged by the contractor at his own cost.
- b. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards. Minimum Grade of Concrete should be M25, HySD=500.
- c. The Penal rate for any under consumption of cement shall be Rs 12000/per MT.
- **d.** All other costs e.g. stone chips, sand, potable water, shuttering, BFS, MUDMAT are to be borne by the contractor as well.

## 6. LABOUR:

Labour camp will not be permitted inside the plant premises. The contractor to make necessary arrangements elsewhere for the same.

## 7, TIME EXTENSION:

Time extension, if required on any account will have to be brought to the notice of NIT Durgapur at least 1 (one) month in advance from the date of scheduled job completion with proper details & justification.

8, All statutory registrations / licenses to be submitted to the Institute Authority prior to commence the works.

## 9. REPORT OF ACCIDENT

In case of any accidents, the contractor shall report the incident as required by Factories rules to the concerned authorities, He will be fully responsible for the same including any expenses for medical treatment or compensation or any other charges required to be borne.

## 10. TENDER QUANTITIES:

Tender quantities appearing in the schedule of rates are only indicative quantities, exact quantities of each item shall be ascertained by the Contractor, only such ascertained quantities shall be procured.

Contd.....P/20

# TECHNICAL DATA SHEET FOR 30.5 MTR. HIGH / FLAG MAST & COMPONENTS (TO BE FILLED BY THE VENDORS)

1. HIGHMAST STRUCTURE			VENDOR'S		
CONFIRMATION / REMARKS He	ight of	mast	mtr )30.5 mtr		
Permissible Projected area			:		
Makes			:		
Material construction			: BS-EN 10025 (old	d BS	
4360) Thickness (in mm)			: Top		
			: Middle		
		-	: Bottom		
Cross section of Mast in Polygon			: (number of sides)		
Length of individual sections (in m)			: Top		
			Middle		
			Bottom		
Base dia and top diameter			: Base diameter ( i	n mm ) –	
			:Top diameter (in		
mm)— Type of Joint			: Stress fit side join	nt	
Length of overlap ( Mtr )			:		
Metal protection treatment for			: Hot Dipped Galva	anised	
Mast section					
Thickness of 24alvanized24on (min)			:Micron : Top		
			Micron Middle		
			Micron: Bottom	*	
Type of locking arrangement and door p	oanel				
Size material & thickness of:		s TPN	MCB + ELCB cable t	termination box	
Size of base plate (mm)",	Timp.		:: Diam		
Diameter and thickness	L.		:Thickmm		
Size of anchor plate &thickness			: mm (24alv	rani ) )	
Size of afferior plate &thickness	+		, IIIII (2 taiv	an j	
Detail of Template			:		
Weight in Kgs. Of 30 Mtr. Mast					
including base plate door, head frame)			n rain a sel	Grand March	
Lightning protection					

Contd.....P/21

: . Factor of safety for wind load :

## 2. DYNAMIC LOADING AS PER PREVAILING AT SITE

Max. wind speed : As per IS 875; 1987

Height of above ground

level these Two factors are

measured

Factor of safety for other load

Factor of safety for tower

## 3. FOUNDATION DETAILS

Type of foundation

: The bidder will get the bearing capacity tested, before designing the foundation. The design calculation shall also be supplied by the bidder. The design can be got rechecked by the university & if there is any expenditure on this account the same shall be borne by the bidder.

Design Load bearing capacity:

Design safety factor:

Considered wind pressure:

Considered wind speed (km/hour):

Depth of foundation

Average soil bearing capacity

Numbers of foundation bolts

DPC of foundation bolts :

Type of foundation bolts :

Bolt diameter

Signature & Seal of the bidder

Contd.....P/22

#### 4. 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:

## 5. 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)

Signature & Seal of the bidder

Contd

P/23

Calmolis of

## **5.POWER TOOL**

a)	Model (portable external /
	integral type )

b)	Input supply	:
c)	Wattage / HP	:
d)	Number of speeds	:
,	Reversible / non	
- 1	:1-1-	

e)	reversible	
f)	Operating speed	
g)	Remote control switch i) Type ii) ii) Length of control	
	ii) ii) Length of control	

h) Max. time taken for –
i)Raising
ii) Lowering

## 6.. TORQUE LIMITER

cable

a) Lifting capacityb) Adjustable / non –adjustable

Signature & Seal of the bidder

Contd.....P/24

Alas Poly

2

BILL OF QUANTITIES

SI.	Description	Unit	Qty.
No 1	Construction of shallow foundation with M25 grade concrete for the flag mast considering the safe soil bearing capacity at site at the time of execution of work.	Job	1
2	Supply, Installation, Testing & Commissioning of 30.5 Mtr. Flag mast. Mast shaft shall be in three sections, hot dip galvanized and suitable for wind velocity as per IS 875. It includes a special type of Dome and including. PU Painting of Flag Mast shaft with a coating of etch primer, primer and PU paint.	Each	1
3	Supply, Installation, Testing & Commissioning of foundation bolts manufactured from special steel along with nuts, washers, anchor plates and templates.	Set	1
4	Supply, Installation, Testing & Commissioning of System for Raising & Lowering of Flag. It shall have double drum winch, 6 mm dia 24alvanized wire rope and integral power tool for the raising and lowering of Flag. Suitable control panel shall be provided for reversing operation of Power tool motor.	Each	1
5	Supply, Installation, Testing & Commissioning of LED single dome System and Aviation Obstruction light with 3C x 2.5 Sqmm Cu armored cable.	Each	4
6	Supply, Installation, Testing & Commissioning of LED 300 to 350 watt Flood Light IP 65 or suitable for Illumination of Flag mast.	Each	2
7	Supply, Installation, Testing & Commissioning of 5M high hot dip 24 galvanized octagonal pole on suitable foundation to mount 2 nos. LED flood light fittings at top & control gear box mounting	Each	4
8	arrangement at bottom.  Supply, Installation, Testing & Commissioning of foundation bolts manufactured from special steel along with nuts, washers etc. (For 5M Pole)	Set	2
9	Supply, of National Flag size 20X30Ft, made with shiny knitted polyester, 160 GSM (C)	Each	2
10	Installation, Testing & Commissioning of National Flag size 20X30Ft, made with shiny kintted polyester, 160 GSM (C)	Each	1
11	Supply, Installation, Testing & Commissioning of GI pipe earthing for Flag mast with 2.5 M long 40 mm dia GI Pipe including connection to High mast earth terminal with 25 x 3 mm GI flats with all materials and labour. (2nos per mast required)	Each	2
12	Supply, Installation and testing of Aviation obstruction light of ISO standard	Each	1

Selection of successful bidder will be finalized based on the lowest rate quoted in total for all the items.

(Signature of the agency with seal)

Signature & Seal of the bidder

Contd.....P/25

All the ship 2

ue	nconditionally and irrevocably undertake to pay to the Employer on an immediate <b>PERFORMANCI</b> K GUARANTEE OF CONTRACTOR Bank Guarantee No.: dated :
	r of Bank Guarantee :
	(name of the bank)
	(hereinafter referred to as the "Bank")
B	Beneficiary of Bank Guarantee :
	Registrar NIT Durgapur
N	Jature of Bank Guarantee :
U	Inconditional and irrevocable Bank Guarantee.
C	Context of Bank Guarantee :
b "]	Contract Agreement dated (hereinafter referred to as the "Agreement"), executed between the Employer acting through the Registrar NIT Durgapur ("hereinafter referred to as the Employer") and (hereinafter referred to as the "Contractor") for the construction of "Supply, installation, Commissioning & Testing of 30.5 Mtr Flag Mast at NIT Durgapur."
u "]	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 inconditional and irrevocable nature of this Bank Guarantee. The titles of this Guarantee i. Performance Bank Guarantee" shall in no manner and at no stage be relied upon to adversely affect the unconditional and irrevocable nature of this Bank Guarantee.
C	Operative part of the Bank Guarantee:
(ł w	at the request of the contractor, we
	Employer immediately upon receipt of first written demand from the Employer and without any caver 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

Contd.....P/26

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 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

we unconditionally and irrevocably undertake to pay to the Employer on an immediate dualantee.
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, NIT Durgapur on behalf of NIT Durgapur.
We unconditionally and irrevocably undertake to pay to the Employer through Registrar NIT Durgapur on
behalf of the NIT Durgapur any amount so demanded not exceeding Rs Lakhs (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.
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 (Rupees Only).
This unconditional and irrevocable Bank Guarantee shall be valid w.e.f to to
We are liable to pay guaranteed amount or any part thereof under this the unconditional and irrevocable Bank Guarantee only and only if the Employer through Registrar, on behalf of NIT Durgapur serves upon us a written claim or demand on or before

Signature & Seal of the bidder

Contd......P/27

Authorized Signatory For Bank with Seal

All 19 3

#### AGREEMENT

This	Agreement	made	this	day of	between
				(hereinafter called the "Contractor"	of the first part and
Nationa	al Institute o	f Techno	logy D	urgapur through the Registrar (hereinafter called	l "The University") of
the oth	er part.				

Whereas the Contractor has offered for the work of "Supply, Installation, Commissioning & Testing of 30.5 Mtr Flag Mast at NIT Durgapur" and the University 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 byof		in the	capacity
In presence of (Name and Address)			
Witness No. 1			
Witness No. 2			

Registrar
For & on behalf of the
National Institute of Technology Durgapur)

Signature & Seal of the bidder

Almobig De

