



**GUJARAT NATIONAL LAW UNIVERSITY
(Established Under Gujarat Act No.: 09 of 2003)**

Tender Notice No: PC-01/2022

Date: 26/04/2022

**TENDER NOTICE FOR SUPPLY, INSTALLATION TESTING &
COMMISSIONING (SITC) OF
30.5 MTR FLAG MAST CAPABLE OF WITHSTANDING FOR 30
FT X 20 FT SIZE TRI COLOR NATIONAL FLAG (2nd Attempt)**

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NOTICE INVITING TENDER

Tender Notice for Supply, Installation Testing & Commissioning (SITC) of 30.5 Mtr Flag Mast Capable of Withstanding for 180 Km/Hr Wind Speed Complete for 30 Ft X 20 Ft Size Tri Color National Flag at Gujarat National Law University(2nd Attempt).

Tender document can be downloaded from <https://www.nprocure.com/> by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/ companies working in the field of Supply, Installation Testing &, Commissioning (SITC) of 30.5 Mtr. Flag Mast capable of withstanding for 180 KM/HR wind speed complete for 30 ft x 20 ft size Tri color.

DETAILS OF THE TENDER & KEY CALENDAR EVENTS

1	Tender Notice No.	PC-01/2022
2	Tender Inviting Authority	Registrar, Gujarat National Law University
3	Name of the Project	Supply, Installation Testing &, Commissioning (SITC) of 30.5 Mtr. Flag Mast capable of withstanding for 180 KM/HR wind speed complete for 30 ft x 20 ft size Tricolor National Flag(2 nd Attempt).
5	Start of Issuance of Tender	Start of Issuance of Tender 26/04/2022 on https://www.nprocure.com/
6	Pre-bid meeting	No pre bid meeting. Bidders have to send their queries to registrar@gnlu.ac.in
8	Last Date for online Submission of Technical and Financial bid	27/05/2022 up to 5:00 pm on https://www.nprocure.com/
9	Last Date and Time for Submission of Tender fee, EMD and Physical copy of Technical bid document	31/05/2022 up to 5:00 pm
10	Opening of Primary Stage at GNLU, Gandhinagar	01/06/2022 at 11:00 am
11	Opening of Technical bid at GNLU, Gandhinagar	01/06/2022 at 2:00 pm
12	Date and time for opening of financial bid	Will be intimated to eligible bidders
13	Place for submission of the bid proposal, the opening of technical & financial bid and Comprehensive Demo	Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba – 382426, Gandhinagar, Gujarat
14	Tender fees	INR 2,500/- (Non Refundable)
15	Earnest Money Deposit	INR 60,000/-

Note: - Bidders should visit the university's website (<https://www.gnlu.ac.in>) for updates

Introduction

The tender are invited in double envelop from the Companies (Preferably Bajaj Electrical, CHM Industries IMC, Sherder or Equivalent only). The bidders shall be the 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 GNLU Gandhinagar, Gujarat. The bids shall reach this office by 05:00 PM on 31/05/2022. Detailed bidding documents along with qualification criteria can be seen on website www.gnlu.ac.in

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 installing the SITC of minimum 10 Flag mast with minimum height 30.5 Mtr.
2. The bidder should not have abandoned any work under Government of India or Govt. of Gujarat 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 Ten similar works i.e 30.5 high mast shall not be consider & 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 Rs. 60,000/- of the quoted amount in the shape of Deposit- at-call or Demand Draft from the reputed Bank preferably Nationalized Bank Only, in favour of the Registrar, GNLU.
9. Tenders shall be submitted in 2 separate envelopes clearly super scribed on each envelope as under:
Envelope 1- Tender fees & Earnest money of Rs. 60,000/-.
Envelope 2: the technical documents, containing certificate as an authorized dealer, authorization certificate from the company to participate in the bidding process & list of work done during the last five years. Financial Bid is not to be submitted in the physical form and it has only to be submitted online through web portal.
10. The financial bid is required to be submitted online on <https://gnlu.nprocure.com> website only. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
11. The conditional tenders contrary to DNIT will not be accepted.
12. 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.
13. The Tender Allotment committee reserves the right to accept or reject any or all the tenders Without assigning any reason.

14. Noncompliance of instructions of the authorities of the University or delay in completion of the assigned work or non removal of defects in time; the University 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.
15. The work shall be completed in two months of the date of issue of approval of drawing.
16. Income Tax and other taxes as applicable shall be deducted from the contractor's monthly bills.
17. 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.
18. The proof of payment of minimum wages to the worker shall be submitted along with bills periodically.
19. 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 to the payment fixed by the Government of Gujarat under minimum wages Act as amended from time to time. The contractor shall pay not less than the minimum wages fixed, to the labour engaged by him on the work.
20. 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 university & if there is any expenditure on this account the same shall be borne by the bidder.
21. Bids not fulfilling all or any of the above conditions or incomplete, in any respect are liable to rejection.
22. The complete tender documents can be downloaded from the web site www.gnl.u.ac.in and used for tendering purpose. In such cases, the cost of documents should be submitted in the form of DD drawn in favour of Registrar GNLU, Gandhinagar, at Gujarat for Rs 2500/-. The bidder should keep checking the website for any Addenda / Corrigenda in the notice bidding document till the submission of tender.
23. Within 7 days of award of work, the bidder is required to furnish a performance security for 10 % of the value of the contract in favour of 'Gujarat National Law University, Gandhinagar.
24. The Security Deposit shall be refunded to the contractor without any interest after 60 (sixty) days of the completion of the contract, subject to the fulfilment of all contractual obligations by the contractor.
25. Performance security will be forfeited if the bidder fails to deliver/ abide by any of the terms and conditions of the contract.

DETAIL TECHNICAL SPECIFICATION FOR 30.5 Mtr. FLAG MAST.

1. 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.

2. 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 the same should be enclosed. OEM itself should have own experience for designing, manufacturing and installing the SITC of minimum 10 Flag mast with minimum height 30.5 Mtr.

3. APPLICABLE STANDARDS

Sr No	Code No.	Particular
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.	BS EN ISO 1461	Galvanization
7.	IS 3459 / 2266	Stainless steel Wire rope
8.	IS 325	Motor

4. FLAGMAST:

4.1 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.

4.2 Construction:

The mast shaft shall be manufactured from high tensile steel plates conforming 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 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 poles and Luminaires should preferably be same for easy maintenance

4.3 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.

4.4 Raising and lowering mechanism:

4.4.1 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.

4.4.2 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 Aluminium pulleys with bush bearing mounted through stainless steel shaft shall be suitable to accommodate wire ropes to be provided.

4.4.3 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.

4.4.4 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.

4.5 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.

4.6 Decorative Finial:

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

4.7 Aviation Obstruction Light (To be ordered separately):

Supply of Single dome aviation obstruction lights of type LED AOL, Make shall be BINAY or equivalent.

4.8 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.

4.9 Control Box:

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.

4.10 Incoming Power Cable:

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

5. 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.

5.1 Octagonal Poles:

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

6. Makes for Flag Mast, Octagonal Poles & Luminaires:

BAJAJ Electricals / CHM Industries Inc. / Shreder / Equivalent

7. 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. FLAG

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

9. ELIGIBILITY OF THE BIDDERS:-

- 9.1 The bidder shall be registered firm.
- 9.2 Bids can be submitted by original equipment manufacturers (OEM) or authorized dealers or distributor of item.
- 9.3 The bidder shall not be black listed by any Govt./Semi Govt./Private Institution.
- 9.4 The bidder shall be free from the encumbrance and there shall not be any vigilance case/ CBI case/ Court Case pending against the bidder.
- 9.5 The firm should be registered with the Income Tax, GST and other required statutory registrations.
- 9.6 The firm should have an experience of at least 3 years in supply of item put for tender (Financial Year 2019-20, 2020-21, 2021-22).
- 9.7 Average annual turnover during the past three years should be at least 40 lakh rupees.
- 9.8 The bidder should enclose audited financial statements and income tax returns for the last three year financial years.
- 9.9 List of clients to whom supply were arranged highlighting the Government organizations along with contact numbers and work order copies are also required to be furnished.
- 9.10 The bidder should submit the Purchase Order and Installation Report of supplying at least one unit of the item put for tender of the Government organization / Reputed private organization or firm during the last two years.

TECHNICAL SPECIFICATION FOR 30.5 MTR FLAG MAST
FM 30.5 @ 50 m/s
HIGH MAST SYSTEM

Make	Bajaj Electrical, CHM Industries IMC, Sherder or Equivalent only)
Height of mast	30.5 Meter
No. of sections	Three
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 : 3 mm, Middle : 4 mm Bottom : 4 mm
Cross section of Mast	20 side polygon
Standard for of galvanisation	As per BS EN ISO 1461
Size of opening and door at base	1200 x 250 mm
Diameter of base plate	730 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	650 mm
Type / diameter / length of foundation bolts	TS 600 / 30 mm dia / 850 mm long

WINCH / POWER TOOL

Type / SWL of winch	Double drum, SWL 750 Kg
Method of operation	Integral Motor
Motor capacity	2 HP
No of speeds	4 Pole, Single speed
Torque limiter	With mechanical tripping facility

INSTRUCTIONS TO BIDDERS

Kindly stamp and sign all pages of the tender. Deviations if any shall be highlighted on a separate sheet on the tenderer's letterhead. The envelope containing the technical bid shall be marked as "UNPRICED BID".

The financial bid is required to be submitted online on <https://gnlu.nprocure.com> website only. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

If there is any contradiction between various sections of the tender booklet, the Schedule of Quantities shall hold over the Special Terms & Conditions, which shall hold over the General Terms & Conditions.

For any clarification regarding this job, the bidders can mail on registrar@gnlu.ac.in

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 GNLU Officials.
3. The contractor will have to arrange for safe keeping of his materials and should provide necessary security arrangements for safe guarding the materials. GNLU 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. GNLU will not provide any Roads, infrastructure such as power, water, lighting etc. at site. 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 GNLU, Gandhinagar, Gujarat in writing but this shall not be a justification for submission of late tenders or extension of due date of the tender.
8. All entries and rates in the tender form must be written in permanent ink or typewritten, Erasures, overwriting or corrections. if any, should be attested under the full signatures of the tenderer. All rates should be both in figures and words. The total amount should be given both in' figures and words in the tender form. In case of any difference. the rate expressed in words will be taken as authentic.
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. GNLU reserves the right to reject offers not meeting its technical requirements and commercial conditions.

11. GNLU shall not be bound to accept the lowest tender and reserves right to accept any tenders. Decision of GNLU in this connection shall be final.
12. GNLU reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.

13. Disputes and Arbitration.

- 13.1 If any dispute or difference of any kind what-so-ever shall arise between the GNLU, its authorized representative and the contractor in connection with or arising out of this contract for the execution of work there under.
- 13.2 Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall in the first instance, be referred for settlement to the Registrar of GNLU 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 with all due diligence, whether any of the parties requires arbitration as herein after provided or not.
- 13.3 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.
- 13.4 If the Engineer-in-charge 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.
- 13.5 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 GNLU acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of GNLU in which event, the Director shall appoint any other technical officer from the persons already on the panel of GNLU to act as arbitrator, on receipt of request from either party.
- 13.6 Employer of work shall have the authority to change the arbitrator on an application by either the contractor or 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. 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 GNLU 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.
- 13.7 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.

- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 The Venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the Contract shall continue during the arbitration proceedings.
- 13.12 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the even 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:
- a) Of the date of completion of the work as certified by the Engineer-in-charge 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
 - d) Of receiving an intimation from Engineer-in-charge 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.

SPECIAL TERMS & CONDITIONS

1. **COMPLETION PERIOD:** Two 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:** Water will be provided by GNLU.
4. **POWER:** The contractor has to arrange for power (for erection job) on his own, at no extra cost to GNLU.
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.
 - c. The Penal rate for any under consumption of cement shall be Rs 12000/per MT.
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 GNLU at least 1 (one) month in advance from the date of scheduled job completion with proper details & justification.

(To be read together with clause 5.d of General terms & Conditions)
8. All statutory registrations / licenses to be submitted to the Engineer in charge 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.

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

1. HIGH MAST STRUCTURE: VENDOR'S CONFIRMATION / REMARKS Height of mast (mtr) 30.5 mtr
Permissible Projected area

Makes	:
Material construction	: BS-EN 10025 (old 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 (in mm) – : Top diameter (in mm)–
Type of Joint	: Stress fit side joint
Length of overlap (Mtr)	:
Metal protection treatment for Mast section	: Hot Dipped Galvanised
Thickness of galvanisation (min)	: Micron: Top Micron: Middle Micron: Bottom
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.))
Detail of Template	:
Weight in Kgs. Of 30 Mtr. Mast including base plate door, head frame)	:
Lightning protection	:

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 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
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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 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)

5. 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 :

6. TORQUE LIMITER

a) Model :

b) Lifting capacity :

c) Adjustable / non –adjustable :

Financial Bid / BOQ

S.No	Description	Unit	Qty	Rate	Amount
1	Supply, Installation, Testing & Commissioning of 30.5 Mtr. Flag mast. Mast shaft shall be in three sections, hot dip galvanised 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.	nos	1		
2	Supply of system for Raising Lowering of Flag It shall have double set drum winch, 6 mm da galvanised 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.	Set	1		
3	Supply of Indian National flag 20x30 ft in 100% Polyester (140/160 GSM)	Set	3		
4	Supply of Foundation bolts manufactured from special steel along with nuts, washers, anchor plates and templates	Set	1		
5	Supply of System & LED Aviation light with 3C x 2.5 Sqmm Cu armoured cable for connection to each fitting	Nos	1		
6	Supply of LED Floodlight type BJFL 350W LED on 5 Mtr. Octagonal Pole	Nos	2		
7	Supply of 5M High hot dip galvanised octagonal Pole (Without PU Paints) suitable to mount 1 no. flood light fitting at top	Nos	2		
8	Supply of foundation bolts manufactured from special steel along with nuts, washers etc.(For 5M Pole)	Set	2		
9	Construction of shallow foundation with M20 grade concrete for the Flag mast & Pole considering the safe soil bearing capacity at site as 10 T/Sqmtr at 2 mtr depth with all materials and labour and soil investigation.	Job	1		
10	Erection of the Flag Mast with the help of suitable equipment's and assembly of operating system and Flag	Job	1		
11	Provision of GI pipe earthing for Flag Mast with 2.5 M long 40 mm dia FI Pipe including connection to high mast earth terminal with 25 x 3 mm GI Flats with all Materials and labour (2 nos per mast required) Qty. 2 nos	Nos	2		
	TOTAL				

(Signature of the agency with seal)

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,
GNLU.**

On behalf of
Employer GNLU

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, GNLU (‘hereinafter referred to as the “Employer”) and _____

(hereinafter referred to as the “Contractor”) for **the construction of** “Supply, Installation and Testing Commissioning & Testing of 30.5 Mtr Flag Mast at GNLU

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.----- Lakhs (Rupees

Lakhs Only), such sum being payable by us to the Employer immediately upon receipt of first written demand from the Employer. basis, 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. _____ Lakhs (Rupees _____ Lakhs 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 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. 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, GNLU, on behalf of GNLU.

5. We unconditionally and irrevocably undertake to pay to the Employer through Registrar GNLU, on behalf of the GNLU any amount so demanded not exceeding

Rs.— **'Lakhs (Rupees** ——. _ Lakhs 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.

6. 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. _____ Lakhs (Rupees _____ Lakhs Only). 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, GNLU, on behalf of the GNLU serves upon us a written claim or demand on or before

Authorized Signatory For Bank

ISSUE OF NOTICE TO PROCEED WITH THE WORK

Note: No Separate notice to proceed with the work shall be issued. However the detailed acceptance letter sent by this office with intended date of start shall also be considered notice to proceed with the work.

AGREEMENT

This Agreement made This day of
Between.....

(Hereinafter called the "Contractor" of the first part and GNLU through the Registrar (hereinafter called "The University") of the other part.

Whereas the Contractor has agreed to execute the work of **"Supply, Installation Testing and Commissioning & Testing of 30.5 Mtr Flag Mast at GNLU"** 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 with this agreement.
- 3, The work will be executed strictly according to specifications and scope 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 byin the
Capacity of.....

In presence of (Name and Address) Witness No. 1

.....

.....

Witness No. 2

Registrar

.....

For & on behalf of the GNLU