

**NOTICE INVITING E-TENDER (NIT)**

Sl. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/ IITPKD/EWD/2025-26/006
2	Name of work	Name of Work: Fabrication, Transportation and Installation of 1 No. New container for setting up Labs at Sahyadri Campus, IIT Palakkad
3	Date of Publication	11-04-2025, 1500 hrs
4	Date / Time of Closing	28-04-2025, 1500 hrs
5	Opening of Technical cum Eligibility Bids	29-04-2025, 1100 hrs
6	Estimated Cost put to bid	Rs.11,15,783 /-
7	Earnest Money Deposit (EMD)	Rs. 22,316/-
8	Period of completion	30 Days

Engineering works Division  
Indian Institute of Technology Palakkad  
Kanjikode West, Palakkad – 678 623  
Phone - 0491 209 2153  
Email: [ewd@iitpkd.ac.in](mailto:ewd@iitpkd.ac.in)

Indian Institute of Technology Palakkad (hereinafter called “IITPKD”) invites ONLINE item rate Bids (Cover-1: Eligibility cum technical Bid, Cover-2: Financial Bid) from **Manufacturers of containers / eligible contractors who satisfy the eligibility criteria given in Annexure II for the following work.** Interested bidders may submit their bids ONLINE at <https://mhrd.euniwizarde.com/>

1.	Name of Work	Name of Work : Fabrication, Transportation and Installation of 1 No. New container for setting up Labs at Sahyadri Campus, IIT Palakkad
2.	Estimate Cost put to Tender	Rs.11,15,783 /-
3.	Earnest Money Deposit (EMD)	<b>Rs. 22,316/-</b> Bids without paying the EMD in gateway of E-Wizard portal shall be DISQUALIFIED
4.	Period of completion	30 Days
5.	Validity of the tender	60 days from the date of opening of eligibility bid.
6.	Last Date for Submission of e-Tender	<b>28-04-2025, 1500 hrs</b>
7.	Date of Opening of the Eligibility document	<b>29-04-2025, 1100 hrs</b>
8.	Date of opening of the financial bid	Will be intimated later to eligible bidders through online in E- Wizard portal

#### DEFINITION

Officer inviting tender : Executive Engineer (Civil), EWD

Engineer in charge : Executive Engineer (Civil), EWD

Accepting authority : Chairman, EWD

Time allowed for submission of Performance security : 7 days

Maximum allowable extension with late fee at the rate of 0.1% of PS per day beyond the period of 7 days - 5 days.

No of days from the date of issue of letter of acceptance for recurring date of start : 7 days

## 1.GENERAL

- 1.1 Indian Institute of Technology Palakkad (hereinafter called “IITPKD”) invites online item rate tenders under two-bid System. The bid document consists of a schedule of quantities of various items to be executed, scope of works, terms and conditions of the contract and other necessary documents can be seen and downloaded from <https://mhrd.ewizard.in/>
- 1.2 The bids will be opened by the competent authority of IIT Palakkad on behalf of the IIT Palakkad
- 1.3 The bids shall be submitted online in MHRD Portal (<https://mhrd.ewizard.in/>)
- 1.4 The responsibility of submission of the bids on or before the last date shall rest with the tenderer.
- 1.5 Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 1.6 The bidder shall bear all costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 1.7 IITPKD will respond to any request for clarification or modification of the Tender Document that is received up to FIVE (05) days prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD in writing at the address mentioned. Any such clarification, together with all details on which the clarification had been sought, will be published on the E-Wizard website.
- 1.8 Except for any such clarification by the Institute, which is expressly stated to be an addendum/Corrigendum to the tender document issued by the Chairman, EWD, IIT Palakkad, no written or oral communication, presentation, or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.

### 1.9 EARNEST MONEY DEPOSIT (EMD)

- i. The bidder shall furnish EMD of **Rs. 22,316/-** through an online payment gateway in the E-Wizard.
- ii. Bids without paying the EMD in gateway of E- Wizard portal shall be DISQUALIFIED.
- iii. EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.
- iv. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest by the 30th day after the award of the contract.
- v. 100% EMD shall be forfeited
  - a. if the bidder withdraws his bid after opening of the bid during the period of validity of the tender.
  - b. if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Institute.
  - c. if the successful bidder fails to execute the Contract on specified timeline
- i. MSME firms registered in NSIC under PP policy are not exempted from payment of EMD for this work

## **2. ADDENDUM / CORRIGENDUM IN THE TENDER DOCUMENT**

- 2.1. At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s)/ Corrigendum
- 2.2. Addendum/Corrigendum will be intimated through the E- Wizard portal and the bidders shall ensure that the addendums are carried out in the bid before submission. The addendums will not be published in newspapers. Bidders should regularly visit the E- Wizard portal to keep themselves updated.
- 2.3. No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

## **3. COMPOSITION OF THE TENDER DOCUMENT**

3.1 The Tender Document comprises of:

- (a) Schedule of Quantity (Annexure - I)
- (b) Drawing (Annexure IA)
- (c) Eligibility Criteria (Annexure-II)
- (d) Documents to be uploaded (Annexure III)
- (e) Form of undertaking for not blacklisted (Annexure-IV)
- (f) Performance security format (Annexure-V)
- (g) Fall clause notice certificate (Annexure VI)
- (h) Letter of Transmittal (Annexure - VII)
- (i) Notice for appointment of Arbitrator (Annexure - VIII)
- (j) Reference of disputes and amount claimed for each dispute to the Chairman (EWD) (Annexure IX)
- (k) Form-A
- (l) Cover II financial bid (to be uploaded separately)

The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

## **4. LANGUAGE/FORMAT/SIGNING OF THE BID**

- 4.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.
  - 4.2. The bid shall not contain any internalizations, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.
5. Bids submitted in any mode other than ONLINE will be rejected outright. No prices should be included in the technical bid. Financial Bid should be filled as per the financial bid document.

## **6. ITEM RATE CONTRACT**

The bidder should quote the Item rate for each item. If any cells (Rates) left Blank in the Financial bid (Cover 2), then the same will be treated “ZERO”. Contractor must ensure to quote the rate in

prescribed columns. The column meant for quoting rate in figures appears in Yellow color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as ZERO. Therefore, if any cell is left blank and no rate is quoted by the bidder, the rate of such an item shall be treated as “0” (ZERO). However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

## **7. CONFORMITY OF THE TENDER DOCUMENT**

The bid document consisting of specifications, the schedule of quantities of various items to be executed and the terms and conditions of the contract and other necessary documents can be seen in the tender document.

## **8. PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid for a period of 30 days after the date of deadline for submission of bids prescribed by the Institute.

## **9. MODIFICATION AND WITHDRAWAL OF BIDS**

The bidders may modify or withdraw the bid after submission only through ONLINE mode, within the period of deadline for submission of bids. No bids can be modified subsequent to the deadline for submission of Bids. No bids can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.

## **10. OPENING AND EXAMINATION OF BIDS**

- 10.1. The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.
- 10.2. The Institute will evaluate the technical bids for the eligibility criteria. Those bids, who satisfy the eligibility criteria will be considered for opening their financial bids. Those bids which are found to be either non-responsive, not satisfying the eligibility criteria will not be considered for opening their financial bids and will be rejected.
- 10.3. The date of opening of financial bid (cover 2) will be intimated later to the eligible bidders through E- wizard portal.
- 10.4. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.

## **11. CLARIFICATION OF BIDS**

During the bid evaluation, the Institute may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be through ONLINE mode ONLY and no change in the price or substance of the bid shall be sought, offered or permitted.

## **12. AWARD CRITERIA**

The competent authority on behalf of the IIT Palakkad does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not full fill including that of conditional rebate is put forth by the bidders shall be summarily rejected. The competent

authority on behalf of the IIT Palakkad reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform at the rates quoted.

### **13. INSTITUTE RIGHT TO ACCEPT/REJECT BIDS**

The Institute reserves the right to accept or reject any bid or to annule the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

### **14. AWARD OF WORK/PURCHASE ORDER**

Prior to the expiration of the period of bid validity, the institute will issue the Work Order to the successful Bidder in writing. The Work Order will form part of the Contract.

### **15. CONTRACT AGREEMENT**

On receipt of work Order from the Chairman (EWD), the successful bidder shall sign with the date on each page of the work order and return it to the Chairman EWD, along with the Performance Security. Copy of Work Order duly signed by the successful Bidder on each page shall constitute the Contract Agreement.

### **16. PERFORMANCE SECURITY**

Within SEVEN DAYS of receipt of notification of award from the Chairman EWD, the successful Bidder shall furnish the performance security equal to 5% of the Contract value. The Performance Security shall be valid all along the contract period and shall extend up to sixty (60) days after the date of completion of work accepted by the Engineer in Charge.

The performance security shall be a bank guarantee (in the format as provided in (in the format as provided in Annexure- IV of the bidding documents) issued by any Scheduled Bank in India acceptable to the Purchaser or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD. The performance security shall be returned to the contractor not later than fifteen (15) days after its expiration.

### **17. CONTRACT DOCUMENTS**

All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. The order of precedence of the Contract documents shall be as follows:

1. Contract Agreement
2. All other Forms
3. Bid documents

### **18. AMENDMENT TO CONTRACT**

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

### **19. CONTRACTORS RESPONSIBILITIES**

The Contractor's obligations involve:

The work shall be executed as per Schedule of quantity / CPWD specifications and as per direction of Engineer /officer in charge of IIT Palakkad.

The contractors are advised to make site visits before participating in the tender. No such escalation claims will be entertained once taken up the work for any items mentioned in the schedule of quantity.

The supplying materials related to work completion, necessary transportation permits should be taken care of by the contractor. The work to be completed by the contractor at site including loading unloading transportation, handling & rehandling and required manpower charges etc.

## **20. TIME ALLOWED FOR CARRYING OUT THE WORK**

The time allowed for carrying out the work will be 30 days from the date of start. The date of start shall commence from the 7th day of issue of work order. The agency shall complete the work within the period specified in the tender document and sign the work order or within the period mutually agreed between Institute and Contractor.

## **21. TERMS OF PAYMENT**

No Advance payment will be made. 50% payment shall be made by the Executive Engineer, EWD on receipt of container at site of installation and inspection by the Engineer in charge and balance 50% after installation, testing and commissioning and completion certificate issued by Engineer in charge.

## **22. TAXES AND DUTIES**

The Contractor should ensure payment of all taxes, GST, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract. Nothing extra shall be paid on any account. Rates quoted shall be inclusive of all taxes and duties. TDS @ 2% will be deducted as per CBEC Circular No.65/39/2018-DOR dated 14.09.2018. TDS on GST @2% will be deducted from the gross value of the bill.

## **23. ASSIGNMENT**

The agency shall not assign to any third party of the awarded Contract or any part thereof without the prior written consent of the Institute

## **24. GOVERNING LAW**

The Contract shall be governed by and interpreted in accordance with the laws of India.

## **25. TIME AND EXTENSION FOR DELAY**

The time allowed for execution of the Works shall be 30 days or the extended time in accordance with these conditions given below shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in the Bid or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Institute without prejudice to any other right or remedy available in law.

## **26. WHEN CONTRACT CAN BE DETERMINED**

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with the Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or committed a breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labor on a piece-work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:



(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **27. WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications to make the container suitable for functioning. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Bid or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labor and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **28. DEVIATIONS/ VARIATIONS EXTENT AND PRICING**

The Engineer-in-Charge shall have power

- (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations,

omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereinafter provided.

28.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge

28.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer- in-charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

28.3 In the case of contract items which exceed the limits laid down in bid, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative) and the contractor shall be paid in accordance with the rates so determined. The prescribed time limit for finalizing rates for Extra Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.

28.4 For the purpose of operation of bid, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

(i) For Buildings : All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.

(ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.

(iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures : All works up to 1.2 meters above the ground level.

(iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 meters above the ground level.

(v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

(vi) For Roads, all items of excavation and filling including treatment of sub base

## **29. ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in - charge, his authorized subordinates in charge of the work and all the superior officers, any of the organization engaged by the Institute for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or the officers of the organization engaged by the Institute for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 30 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in the bid may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

## **30. COMPENSATION FOR DELAY**

If the contractor fails to maintain the required progress in terms of para 25 or to complete the work and clear the site on or before the contract or justified extended date of completion as per para 25 as well as any extension granted under para 28, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in bid may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in para 25 or that the work remains incomplete.

(i) Compensation for delay of work

With maximum rate @ 1% (one percent) per month of delay to be computed on a per day basis based on the quantum of damage suffered due to stated delay on the part of the Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in the bid for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in bid during the progress of work, there shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on the final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in the amount of contract takes place during such an extended period beyond justified extended date and the contractor becomes entitled to additional time under para 28, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub para 25.2, the contractor shall be liable to pay compensation for such delay

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under para 26 for delay in performance and claim of compensation under that clause.

In case action under para 30 has not been finalized and the work has been determined under para 26, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after the determination of contract.

### **31. CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR**

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) The Engineer- in-Charge without invoking action under para 26 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

(iv) The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

(v) The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

(vi) Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

(vii) If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

(viii) In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract

### **32. ACCEPTING AUTHORITY**

The accepting authority - Chairman, EWD

Name of Work: Fabrication, Transportation and Installation of 1 No. New container for setting up Labs at Sahyadri Campus, IIT Palakkad

- (I) Estimated cost of work : Rs. 11,15,783 /-  
(II) Earnest Money : Rs. 22,316/-  
(III) Performance Guarantee : 5% of value

### **33. GENERAL RULES & DIRECTIONS:**

Officer inviting tender	CHAIRMAN (EWD) ENGINEERING WORKS DIVISION
Engineer-in-Charge	Executive Engineer (Civil)

Accepting Authority	Chairman (EWD) with approval of Director, IIT Palakkad
Percentage on cost of materials and Labour to cover all overheads and profits	15%
Authority for fixing liquidated damages	Chairman, EWD

### **34. SETTLEMENT OF DISPUTES & ARBITRATION**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

I. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chairman (EWD), or where there is no Chairman (EWD) request the Director, IIT Palakkad who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from Chairman (EWD) / Director, IIT Palakkad. The constitution of the Dispute Redressal Committee (DRC) shall be as indicated in bid. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned Chairman (EWD) / Director, IIT Palakkad for acceptance. Chairman (EWD) in a time limit of 30 days from receipt of DRC decision will convey acceptance or other wise on the said decision .If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the Chairman (EWD) / Director, IIT Palakkad fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (Chairman (EWD) the neither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), Chairman (EWD) / Director, IIT Palakkad or on expiry of aforesaid the time limits available to DRC / Chairman (EWD) / Director IIT Palakkad may give notice to the Chairman (EWD) / Director, IIT Palakkad for appointment of arbitrator on prescribed proforma as per Annexure - X under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The Chairman (EWD)/ Director , IIT Palakkad shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the Chairman (EWD) / Director, IIT Palakkad on the finding / recommendation of DRC.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award

It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties

The place of arbitration shall be Palakkad.

### **35. DISPUTE REDRESSAL COMMITTEE**

<b>Claim Amount</b>	<b>Up to 25 lakhs</b>	<b>More than 25 lakhs</b>
Chairman	Chairman (EWD)	Director, IIT Palakkad
Member	Assistant Registrar (F&A)	Chairman (EWD)
Member	Vice Chairman (EWD)	Registrar
Presenting Officer	Executive Engineer, EWD	Executive Engineer, EWD

**SCHEDULE OF QUANTITY**

<b>Name of Work: Fabrication, Transportation and Installation of 1 No. New container for setting up Labs at Sahyadri Campus, IIT Palakkad</b>			
<b>Item No</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>
1	Supply and installation of container with following specification :-	1	Job
	<b>Size :</b> 12.19 x 3.04 x 3.04 m (L x B x H)		
	<b>Bottom structure :</b> The bottom structure shall be constructed using hot rolled sections with thicknesses of 4 mm and 3 mm		
	<b>Wall structure :</b> The wall shall be constructed using 1.2 mm C.R. corrugated sheets as per IS 1946 standard.		
	<b>Roof Structure :</b> The roof shall be constructed using 1.6 mm H.R. corrugated sheets as per IS 1946 standard.		
	<b>Lifting hooks:</b> Lifting hooks as per suitable standards		
	<b>Main External Door: 2 No's</b>		
	<b>Outer frame:</b> (Door Size -(1.09 m x 2.1 m )		
	Outer frame made up of rectangular pipe section with door sheet made up of 1.2 mm C.R sheet with metal bending for Door strength.		
	<b>Lock standard :</b> Rubber beading with godrej lock arrangements		
	<b>Door Frame:</b> Door frame with sheet welding (SMAW process) without leakage		
	<b>Side wall Interior :</b>		
	(Side wall -Beech Colour)		
	Wall partition made up of 8 mm MDF with square pipe partitions, with 50 mm thickness rock wool insulations		
	<b>Flooring :</b> Flooring made up of 18 mm cement fibre board		
	<b>Vinyl Flooring :</b> Vinyl flooring made up of 0.65 mm thickness vinyl sheets at floor area		
	<b>False ceiling</b>		



	False ceiling made up of 600x600 grid type ceiling cement fibre board 4mm		
	<b>Windows :</b> Windows made up of aluminium sliding glass windows size : 0.9x0.9 m - 5 No's		
	5mm thick float Glass		
	<b>Window grills:</b> Window safety 10 mm grills at 150 mm spacing made up of MS square rods		
	<b>Outer wall painting process:</b>		
	Surface cleaning as per standard.		
	<b>Primer :</b> Epoxy primer one coat		
	<b>Paint:</b> PU paint two coats		
	<b>Electrical and Mechanical works (As per the drawing attached)</b>		
	SITC of 4 WAY TPN MCB DB Vertical with double door including providing 63A 100mA RCBO as incomer, 32A TP MCB - 1 no., 16A SPMCB - 7 nos. and 6A SPMCB - 2 nos. : 1 set		
	SITC of 4 WAY TPN MCB DB Vertical with double door including providing 63A 100mA RCBO as incomer, 32A TP MCB - 1 no., 16A SPMCB - 5 nos., 6A SPMCB - 2 nos. and 1 no. digital timer for external light, : 1 set		
	15/5A socket with 15A switch with indication for network rack supply. including circuit wiring with 3x4sqmm FRLS single core copper cable - 1 set		
	32A switch with 2 module box and 2 module box with 15A socket including wiring with 3x4sqmm FRLS single core copper cable - 3 sets		
	SITC of RJ45 port including network cable(Cat6a) cable for CCTV - 4 sets		
	SITC of 2X2 ft Square type False ceiling Light including point wiring - 5 nos.		
	SITC of BLDC Ceiling Fan with point wiring - 4 nos.		
	Point wiring for external lighting - 6 nos.		

	SITC of 2 nos 2 Tr 5 star rated Inverter type split AC unit with copper piping, outdoor stand, 25mm PVC drain piping upto floor level, including all accessories ect as required. - 2 nos.		
	<b>NOTE: Support for CMS, Network Rack, DB etc. shall be included in the construction of container.</b>		
	Total Amount (Incl of all taxes and other charges)		

SL. NO:	MATERIAL	PREFERRED MAKE
1	STRUCTURAL STEEL / CR. STEEL / HR. STEEL	SAIL , TATA(TISCO), RINL, JINDAL, JSW STEEL LTD.
2	M.S. PIPE, TUBES, BAR, FLATS, ANGLE, TEE SECTIONS	SAIL TATA(TISCO), RINL, JINDAL, APL APOLLO, JSW STEEL LTD.
3	CEMENT BOARD REINFORCED WITH CELLULOSE FIBRE	VISAKA INDUSTRIES IMITED, SCG, EVEREST HD BOARD
4	ALUMINIUM SECTIONS	JINDAL, HINDALCO, INDAL, BHORUKA
5	VINYL FLOORING	ARMSTRONG, DOMA, NEWTON, MANNINGTON
6	PRIMER	ASIAN PAINTS, DULUX, BERGER
7	SYNTHETIC ENAMEL PAINT	ASIAN PAINTS, DULUX, BERGER
8	LOCK	GODREJ, DORMA, DOORSET, KICH, OZONE, GEZE

## **1. ADDITIONAL CONDITIONS FOR ELECTRICAL WORK**

- 1.1. The work shall be carried out in accordance with tender specifications, IE Rules, CPWD Specifications, and relevant codes.
- 1.2. The Contractor shall, on demand by the Engineer-in-charge, furnish the proof to the satisfaction of the Engineer-in-charge regarding purchase of cables/ switchgears, panel board items etc. from the manufacturer's authorized outlets.
- 1.3. All hardware items such as screws, bolt nuts, gaskets, knobs etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
- 1.4. Prior approval of the Engineer-in-Charge is required for all the materials required to be used on works. Non-standard quality materials shall not be acceptable.
- 2.
- 2.1. Bad workmanship shall not be accepted. Such work is liable for rejection and shall be rectified by the contractor at his own cost as per the specifications and directions given by the Engineer-in-Charge.
- 2.2. The contractor has to make his own arrangement for stores and watch and ward and no extra claim for this will be entertained.

- 2.3. The contractor has to make his own arrangement at his own cost for all the general and special T&P if required on this work.
- 2.4. All the debris due to the electrical works shall be removed from the site by the contractor as soon as the work is completed.
- 2.5. Testing of Equipment: All equipment before installing on the site of work shall be tested and all such results produced to the Engineer-in-Charge. Nothing shall absolve the Contractor from re-performing any tests that the contractor may be called upon specifically by the Engineer-in-Charge or supply company or electrical inspector. All equipment shall be tested jointly with the Engineer-in-Charge as required by various sections of the specifications and test data shall be furnished as required.
- 2.6. The materials used in the work shall be of approved make as per **LIST OF PREFERRED MAKES**.
- 2.7. **EARTHING BUS**
  - a) Earth bus bars shall be supported at suitable intervals. Positive connection between all the metal frames of equipment mounted in the switchboard and earth bus bar shall be provided.

### **Technical Specification**

1. Work shall be carried out as per the schedule of work , drawing attached and specification given below.

#### **Cable**

2. 3x1.5 sqmm FRLS PVC insulated copper conductor, single core cable shall be used for light and fan point wiring.
3. 3x4 sq mm FRLS PVC insulated copper conductor, single core cable shall be used for power wiring
4. Circuit marking ferrules shall be provided for both ends of the cables.
5. All the terminations of the cables shall be done with the same size of copper lugs.

#### **Network and CCTV**

6. Provision for fixing the network rack shall be made as per the location shown in the drawing. However, the rack, patch panel and switches are not in the scope of work.
7. Cat6A cable shall be drawn for providing 2 nos. of CCTV inside the lab and 2 nos. of CCTV camera outside the container shall be laid. However, CCTV cameras are not in the scope of work.

#### **Earthing.**

8. 8 swg copper wire from the DBs to earth bus outside the container (including earth bus) is in the scope of work.
9. The UG cable upto DB, OFC cable upto rack and earthing station, to earth bus is not in the scope of work. However Suitable size of HDPE pipe shall be provided from DBs and network rack to outside of the container for drawing the incoming cable and OFC.

#### **AC**

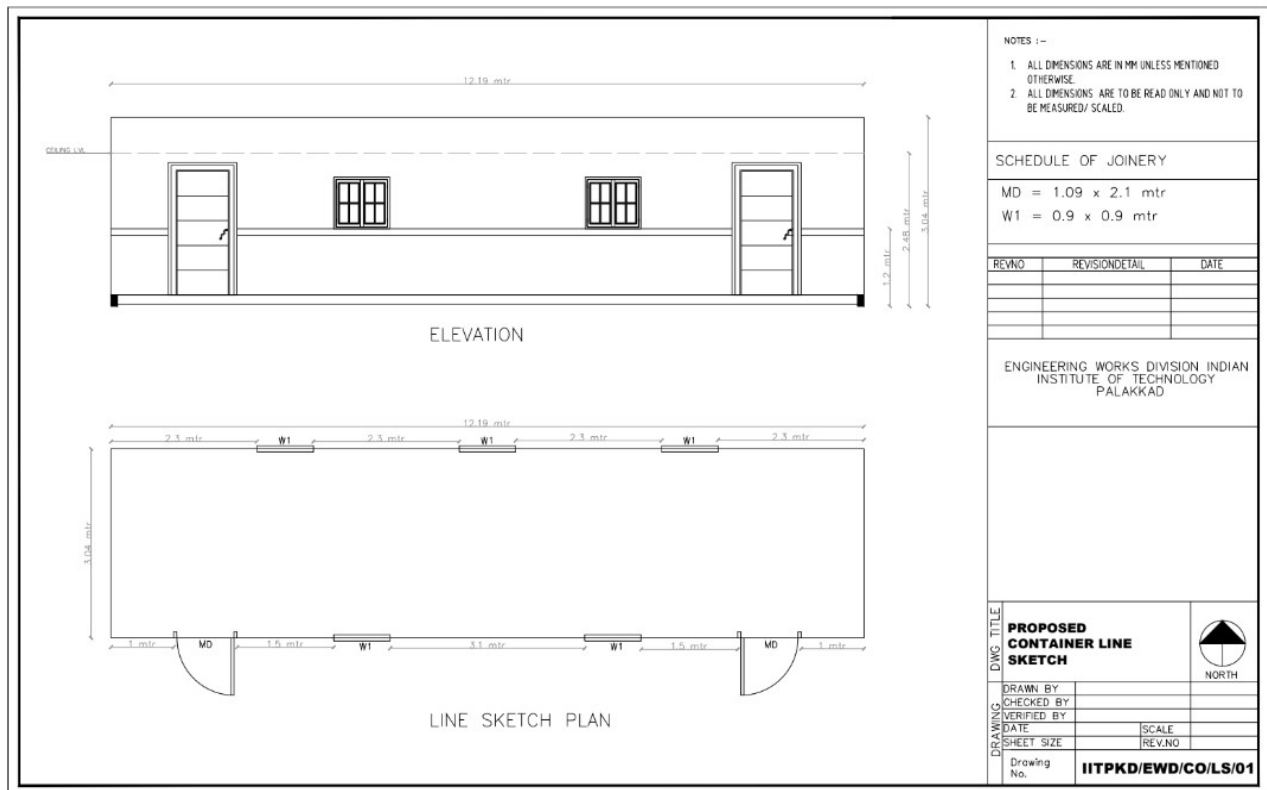
10. 2 nos. 2 TR 5 star rate inverter split type air conditioning system with copper pipes, drainage with 25mm PVC pipe upto floor with extra provision for providing 1 no. split type AC in future.

- Note: 1) Shop drawings shall be submitted for approval by the competent authority before taking up the work.**
- 2) Guarantee certificates of the electrical fittings shall be 5 years and other items including ACs shall be 1 year from the date of handing over. The guarantee certificate from the manufacturer should be submitted with extended guarantee if required.**

<b>LIST OF PREFERRED MAKES</b>		
<b>Sl. No</b>	<b>Item Description</b>	<b>List of Preferred Brands/Make/Model No</b>
1	PVC insulated FRLS copper wires i/c Control cables	Finolex/ Polycab /Havells/KEI
2	UTP Cat 6A Cable	Legrand/ Molex/ Finolex/ Commscope
3	PVC Conduit – ( Colour - Ivory)	Precision/ Polycab/ AKG/ Finolex/ Konseal
4	MCB	Legrand DX3 / Schneider ACTI9 / Siemens 5SX4
5	DB/ ELCB/ RCBO/Isolator	Legrand Ekinox / Schneider ACTI9 /Siemens Betagard
6	Modular type Switches/ GI Boxes/ PVC boxes/ Sockets T.V./ Telephone /LAN socket Outlet etc for Normal application	Legrand -Myrius / Schnieder / Siemens
7	Modular type Switches/ GI Boxes/ Sockets T.V./ Telephone /LAN socket Outlet etc for CMS application	Legrand Arteor /Schnieder / Siemens
8	LED Light Fittings	Philips model no. RC380B LED36S-6500 G6 L60W60 PSU OD S1 or equivalent of Osram/ Lighting Technology
9	BLDC Ceiling fan	Havells/ Atomberg/Crompton
10	AC Units	Voltas/Bluestar/Mitsubishi
11	Any other item not mentioned above	With prior approval of the Engineer-in-charge

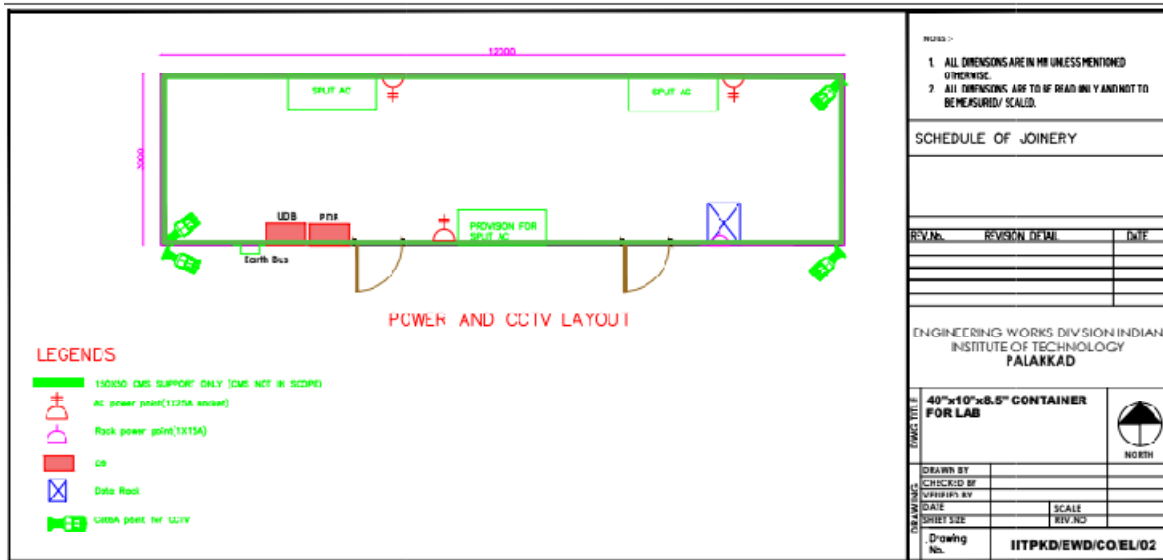
## Annexure IA

### Drawing

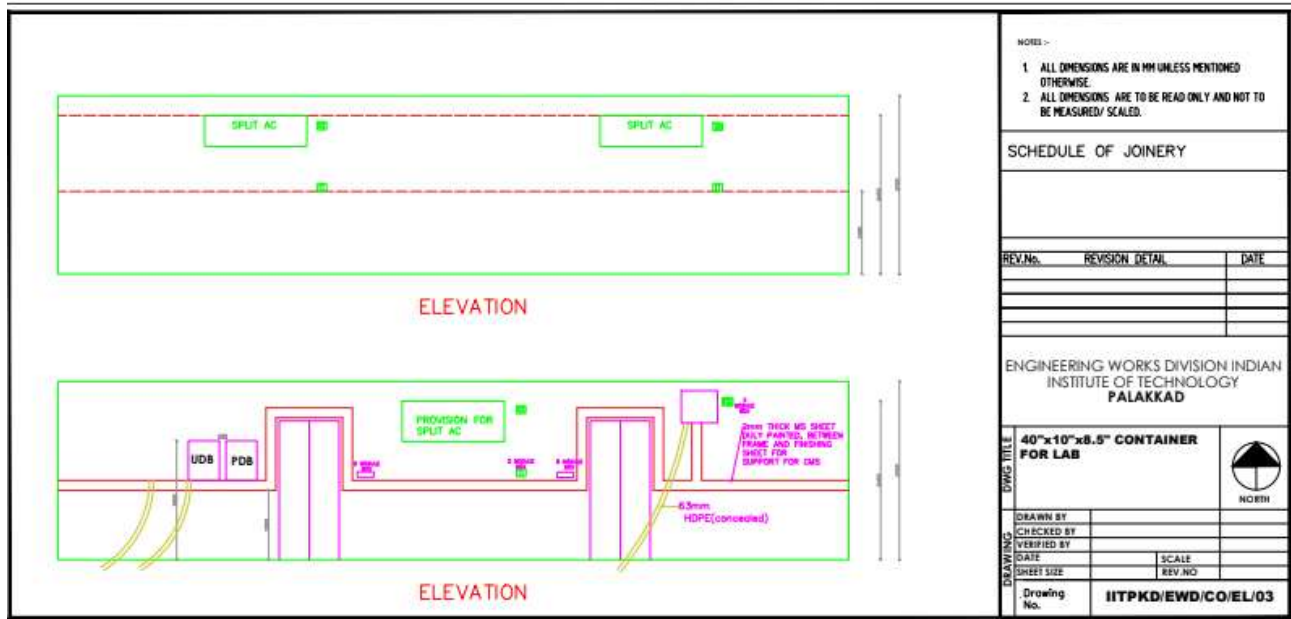


## Annexure IB

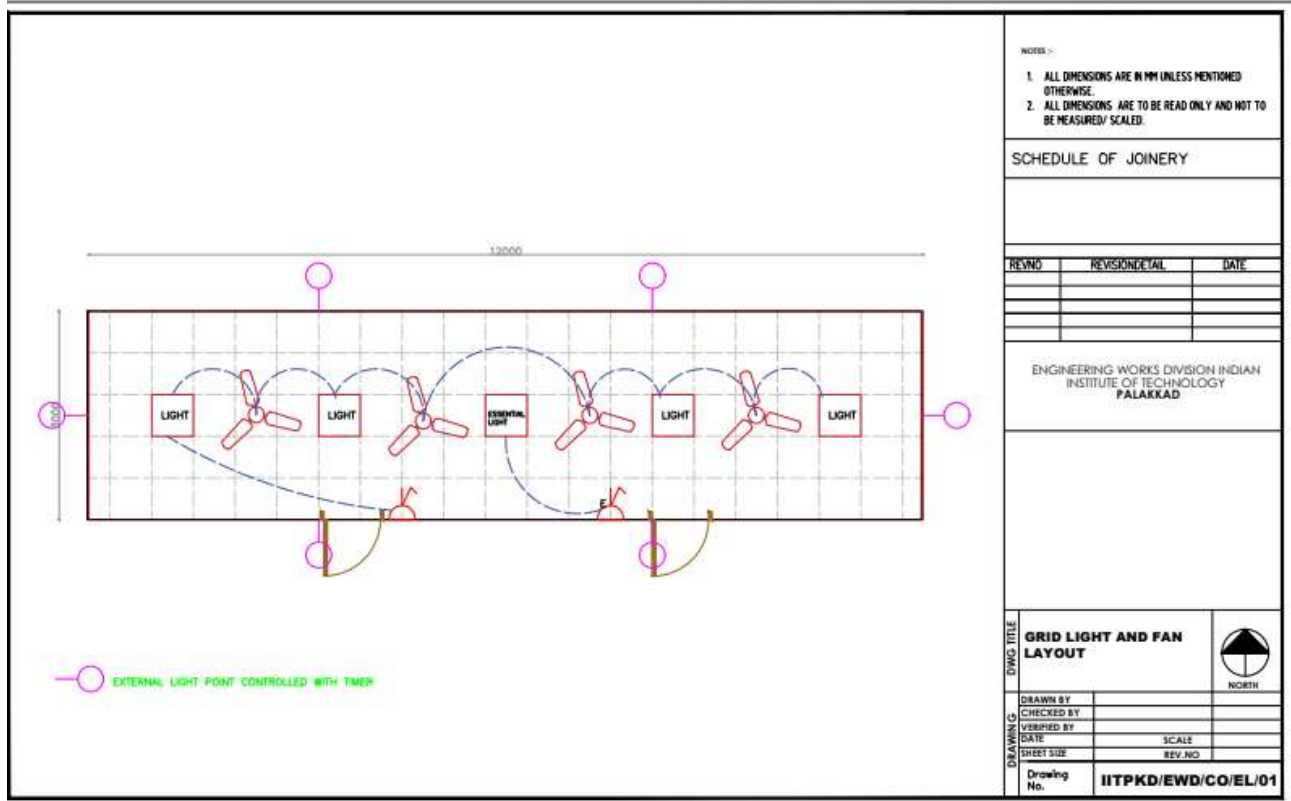
### Drawing



## Annexure IC Drawing



# Annexure ID Drawing





**ELIGIBILITY CRITERIA FOR BIDDERS****LIST OF DOCUMENT TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF  
BID SUBMISSION**

Only those bidders fulfilling any of the following criteria should respond to the tender.

1. Enlisted contractors of CPWD, MES, BSNL, Kerala State PWD of appropriate class.
2. Working contractors with IITS, IISC, NITs / Central University are eligible if they have completed at least one similar work costing not less than Rs.5,57,892/- during the last five years ending the previous day of the last date of submission of bid.
3. Eligibility criteria for Non enlisted contractors / Non working contractor with IITS, IISC, NITs / Central University they should have completed satisfactorily completed the works as mentioned below during the last five years ending previous day of last date of submission of bid:

ONE similar container works with internal electrical work of size not less than 12.19 x 3.04  
x 3.04 m (L x B x H)

**LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITH IN THE PERIOD OF BID SUBMISSION**

1. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.
2. GST registration Certificate of the Kerala State if already obtained by the bidder.
3. If the bidder has not obtained GST registration of Kerala State as required by GST Authorities, then in such a case the bidder shall scan and upload the following undertaking along with other bid documents. "If work is awarded to me, I/We shall obtain GST registration certificate of the Kerala State, within one month from the date of receipt of award letter or before release of any payment by IITPKD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IITPKD or GST Department in this regard".
4. Letter of Transmittal
5. Digitally signed tender documents should be uploaded in Cover One.
6. Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.? If 'yes' the details thereof (Please upload supporting document). Is any person working with the applicant a near relative of the Employees of IIT Palakkad? If yes, give details (Separate declaration to be uploaded along with tender document in Annexure XI)

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD  
TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-  
registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other  
agency for which we have Executed/ Undertaken the works/ Services

For -----

Authorized Signatory

Date:

FORM OF PERFORMANCE SECURITY  
BANK GUARANTEE BOND

In consideration of the Indian Institute of Technology Palakkad (hereinafter called "IIT Palakkad") having offered to accept the terms and conditions of the proposed agreement between.....and.....  
(hereinafter called "the said contractors") for the work .....(hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....( Rupees.....only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (Hereinafter referred to as "the

(Indicate the name of the Bank)

Bank") hereby undertake to pay to the IIT Palakkad an amount not exceeding Rs..... (Rupees.....only) on demand by the IIT Palakkad.

2. We .....(Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the IIT Palakkad stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee

shall be restricted to an amount not exceeding Rs.....  
(Rupees.....only).

3. We, the said Bank further undertake to pay to the IIT Palakkad any money so demanded notwithstanding any dispute or disputes raised by the contractors in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors shall have no claim against us for making such payment.
4. We.....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIT Palakkad under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors and accordingly discharges this guarantee.

- Dated \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
(Indicate the name of the Bank).

## FALL CLAUSE NOTICE CERTIFICATE

(To Be Submitted Only Through Online Mode in Appropriate Format)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. \_\_dated\_\_ (Please do not reveal the prices here, which will lead to outright rejection of your bid). The prices charged for the Stores supplied under tender should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU"s/Central Govt, /State Govt. Autonomous bodies/Central/state Universities/Central/State Educational Institutions, failing which the "FALL CLAUSE" will be applicable. The institute will look into a reasonable past period to ensure this. In case, if the price charged by our firm is found to be more, IIT Palakkad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the Contractor.

Note:

This letter of authority should be on the letterhead of the quoting firm and should be signed by a Competent Authority and having the power of attorney.

## LETTER OF TRANSMITTAL

(To be duly filled, signed, scanned and uploaded along with e-cover 1 by the tenderer)

To

Tender no. 17/IITPKD/EWD/2025-26/006

The Chairman, EWD

IIT Palakkad

Sir,

Having examined the details given in notice inviting qualification application and tender and the qualification documents for the above work, I / We hereby submit the application for eligibility and the tender (financial bid) for the work duly filled in.

1. I / We hereby certify that all the statements made, and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/ We have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
3. I / We submit the requisite enlistment certificate and authorize the CHAIRMAN EWD to approach the Department concerned to confirm the correctness of the certificate. We also authorize the CHAIRMAN, EWD to approach individuals, firms and corporations to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed following works.
 

Name of work	Certificate from
--------------	------------------
5. I/We certify that the tender documents uploaded is the exact replica of the document published by the IITPKD and no alterations and additions have been made by me/us in the e- tender document.
6. I am /We are aware that the Financial bid submitted by me/us will not be opened if I/We do not become eligible after evaluation of my/our application for eligibility.
7. I/We certify that the Proforma for EMD Declaration for declaration and Bank guarantee for Performance Security which was /were scanned and uploaded while submitting the e- Wizard.
8. I/we agree that the eligibility criteria submissions will become part of the contract.

Seal of the Applicant

Date of submission

Signature(s) of the applicants

## ANNEXURE VIII

### Notice for appointment of Arbitrator

Dear Sir, In terms of para 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether the applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of appeal to you
17. Date of receipt of your decision.

Specimen signatures of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge.

I/We enclose the following documents.

1. We have exhausted provision of DRC as per clause 25 of this agreement.
2. Statement of claims with amount of claims.
- 3.
- 4.
- 5.

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Executive Engineer (Civil), EWD



REFERENCE OF DISPUTES AND AMOUNT CLAIMED FOR EACH DISPUTE TO THE  
CHAIRMAN (EWD).

To

The Chairman (EWD)

Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for his  
proposal for settlement relating to agreement number:

.....

Dear Sir,

In terms of para 25 of the aforesaid agreement, particulars of which are given below, I/We  
hereby refer my / our disputes and amount claimed for each dispute to you in your capacity as  
Conciliator and request for your proposal for settlement relating to agreement number:

.....

1. Name of Applicant
2. Whether the applicant is an individual/Prop. Firm/Partnership Firm/Ltd.Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of Contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
- 15 Amount of final bill (if work is completed)
16. Date of Claim made to Engineer-in-Charge
17. Date of receipt of decision from Engineer-in-Charge

I/We certify that the information given above is true to the best of my/our knowledge. I/We  
enclose the following documents.

1. Statement of claims with amount of each claim.

Yours faithfully, .

.....

Signature of the applicant (Only the person/authority who signed the contract should sign here)

Copy to:

The Engineer-in-Charge / Name of Contractor

## FORM A

(To be duly filled, signed, scanned and uploaded along with cover 1 by the tenderer)

### PERFORMANCE REPORT FOR WORKS REFERRED

I. Name of the work/Project & Location.

1. Scope of work.

2. Agreement No.

3. Estimated Cost

4. Tendered Cost

5. Value of work done

6. Date of Start

7. Date of completion

8. Amount of compensation levied for deficiency in services if any.

9. Performance report based  
on Quality of Work,  
Time Management,  
and Resourcefulness

: Very Good /Good /Fair / Poor

DATE:

EXECUTIVE ENGINEER/ PROJECT MANAGER OR  
EQUIVALENT

Certificate shall be submitted separately for each work