

## Indian Institute of Technology Palakkad भारतीय प्रौद्योगिकी संस्थान पालक्काड

Nurturing Minds For a Better World

### **Notice Inviting Tender**

# Operation of Water Treatment Plant (WTP), Sewage Treatment Plant(STP), Fire Fighting and Water Supply Pumps at Sahyadri Campus, IIT Palakkad.

| S. No. | Events                                | Date and Time             |
|--------|---------------------------------------|---------------------------|
| 1      | Notice Inviting BID (NIT) No.         | 17/IITPKD/EWD/2025-26/210 |
| 2      | Date of Publication                   | 17-10-2025                |
| 3      | Date / Time of closing                | 06-11-2025, 1100 hrs      |
| 4      | Opening of Eligibility/Technical Bids | 06-11-2025, 1130 hrs      |
| 5      | Estimated Cost put to bid             | Rs.30,67,062/-            |
| 6      | Earnest Money Deposit (EMD)           | Rs.61,340/-               |

Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites ONLINE rate Bids (Cover-1: Eligibility Bid, Cover-2: Financial Bid) from approved and 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.ewizard.in

| Name of Work                                | Operation of Water Treatment Plan (WTP), Sewage<br>Treatment Plant (STP), Fire Fighting and Water<br>Supply Pumps at Sahyadri Campus, IIT Palakkad |
|---|--|
| Estimate Cost put to Tender                 | Rs. 30,67,062/-  |
| Earnest Money Deposit (EMD)                 | Rs. 61,340/ Bids without paying the EMD in gateway of E- Wizard portal shall be DISQUALIFIED   |
| Duration of Contract                        | 12 Months  |
| Validity of the tender                      | 75 days from the date of opening of eligibility bid.   |
| Last Date for Submission of e-Tender        | 06-11-2025, 11:00 hrs  |
| Date of Opening of the Eligibility document | 06-11-2025, 11:30 hrs  |
| Date of opening of the financial bid        | Will be intimated later to eligible bidders through online in E- Wizard portal   |

#### **DEFINITION**

Officer inviting tender : Chairman (EWD)

Officer in charge of work : Assistant Engineer (Civil), EWD Engineer in charge : Assistant Engineer (Civil), EWD

Accepting authority : Director, IIT Palakkad

Maximum allowable extension with late fee at the rate of 0.1% of performance security per day beyond the period of 10 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 tenders under **Two cover** System as per the specifications given in Annexure-I, IA, IB.
- 1.2. The tender documents may be downloaded from https://mhrd.euniwizarde.in/. Last date/time for submission of the bids in ONLINE mode is **06.11.2025**, **1100 hours**. The bids will be opened by the Engineering Works Department, through online mode. The eligibility/technical bid bids will be opened and examined by a technical committee or Engineering Works Department, which will decide the suitability of the bid as per the specifications and requirements of IITPKD. Only those who qualify in the eligibility/technical bid evaluation will be eligible for the opening of financial bids. In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for submission of bids remains the same as indicated above.
- 1.3. The bids shall be submitted online in E- Wizard Portal (<a href="http://mhrd.euniwizarde.in/">http://mhrd.euniwizarde.in/</a>). For the purpose of registration and clarification please open the website and see the ,(http://mhrd.euniwizarde.in/ or call the help desk given in the same.
- 1.4. The responsibility of submission of the bids on or before the last date shall rest with the tenderer.
- 1.5. Canvassing or offering of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- 1.6. Each tenderer shall submit only one bid, either by himself or as a partner in a partnership firm.
- 1.7. 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.
- 1.8. The tender document is not transferable. The bidder shall make a copy of the tender document before submitting the same to the concerned office.
- 1.9. 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 website.
- 1.10. Except for any such written clarification by the Institute, which is expressly stated to be an addendum 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.

#### 2.EARNEST MONEY DEPOSIT (EMD)

- **2.1.** The bidder shall furnish EMD of **Rs.61,340**/- through an online payment gateway in the E-Wizard.
- 2.2. Bid not accompanied by EMD document shall be DISQUALIFIED.
- 2.3. EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.
- 2.4. 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.
- 2.5. EMD shall be forfeited and the bidder will be debarred for 3 years if
  - 2.5.1. the bidder withdraws his bid during the period of validity of the tender
  - 2.5.2. 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
  - 2.5.3. The successful bidder fails to execute the Contract on specified timeline.

#### 3.ADDENDUM IN THE TENDER DOCUMENT

- 3.1. 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 addendum(s).
- 3.2. Addendum 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.
- 3.3. No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

#### 4.COMPOSITION OF THE TENDER DOCUMENT

The Tender Document comprises of:

- a) Schedule of Quantity (Annexure-I)
- b) Additional Terms And Conditions (Annexure-I A)
- c) List of Equipments to be operated (Annexure-I B)
- d) Pre-qualification Criteria (Annexure-II)
- e) Techno-Commercial Bid (Annexure-III)
- f) Format of Performance Security (Annexure-IV)
- g) Declaration (Annexure-V)
- h) Fall clause notice certificate (Annexure-VI)
- i) Declaration for Not Blacklisted / debarred (Annexure-VII)
- 4.1. The bidder is expected to examine all instructions, forms, terms and conditions in the bid Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the tender document or submission of a tender not substantially responsive to the bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.
- 4.2. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

#### 5.LANGUAGE/FORMAT/SIGNING OF THE BID

5.1. 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.

#### 6. DOCUMENTS COMPRISING THE BID

- a. Bidders, who are bidding for this NIT shall, upload Digitally signed tender documents should be submitted in Cover One.The Eligibility bid (Cover -1) and the Price bid (Cover -2) shall be submitted online through E- Wizard portal (https://mhrd.euniwizarde.in/)
- b. Bid submitted in any mode other than ONLINE will be rejected outright.
- c. No prices should be entered in the eligibility bid. Mentioning of Prices in any of the the eligibility document shall lead to disqualification
- d. Cover 1: All the eligibility documents and required annexures duly filled in the designated portal. False declaration/documents will be in breach of the Code of Integrity under Rule 175(1) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- e. Cover 2: Prices must be quoted separately for each item
- f. If any cells (Rates) left Blank in the Cover 2, then the same will be treated as "ZERO".
- g. The contractor must ensure to quote the rate in prescribed columns. The column meant for quoting rate in figures appears in white 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.
- h. Rate shall be inclusive of GST and all other incident charges for completing the work. The GST shall not be added separately.
- i. Prices quoted by the bidder shall be fixed during the validity of the bid.

#### 7.BID CURRENCY

Prices of the items shall be quoted in Indian Rupees.

#### 8.CONFORMITY OF THE TENDER DOCUMENT

- 8.1. 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 except Standard General Conditions of Contract can be seen in the tender document
- 8.2. The documentary evidence of conformity of the item to the Tender Document may be in the form of written descriptions supported by literature/diagrams/certifications, including:
  - 8.2.1.A detailed description of the essential technical, functional and performance characteristics of the material that the Bidder is proposing to construct;
  - 8.2.2. Technical details of the major sub items /subsystems/components of the item;

#### 9.PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of 75 days after the date of deadline for submission of bids prescribed by the Institute.

#### 10.MODIFICATION AND WITHDRAWAL OF BIDS

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

#### 11.OPENING AND EXAMINATION OF BIDS

- 11.1.The eligibility/technical bid bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.
- 11.2. The Institute will evaluate the eligibility/technical bids. Those bids, whose eligibility/technical bids fulfil the technical requirements and are responsive to the tender requirements will be considered for opening their financial bids. Those bids which are found to be either non-responsive, not satisfying the technical requirements or both will not be considered for opening their financial bids and will be rejected.
- 11.3. The financial bid of the successful bidder on the basis of evaluation as mentioned will be considered for the next stage for opening.
- 11.4. The Institute may waive any minor non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 11.5.If a bid is not substantially responsive, it shall be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 11.6. The Institute determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

#### 12.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.

#### 13.EVALUATION OF RESPONSIVE BIDS

The Institute will evaluate the bids that have been determined to be substantially responsive.

#### 14.CONTACTING THE OWNER

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Institute on any matter related to the bid, it shall do so in writing.

If a Bidder tries to directly influence the officials or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

#### 15.AWARD CRITERIA

The Institute will award the Contract to the Bidder, whose bid has been determined to be substantially responsive for eligibility/technical bid and evaluated as the lowest quote. The successful bidder will be required to submit the details of **Personnel engaged within 15 days** from the date of issue of work order, failing which the Work Order /Contract issued shall be treated as cancelled. The Institute reserves the right to buy different items/quantities from different bidders considering price of individual/group of items or any other factors as decided by the Committee/Chairman.

#### 16.INSTITUTE RIGHT TO ACCEPT/REJECT BIDS

The Institute reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. The Institute reserves the right to negotiate with the Bidder, whose bid has been evaluated as the lowest quote.

#### 17.AWARD OF WORK/PURCHASE ORDER

Prior to the expiration of the period of bid validity, the institute will issue the Letter of Intent / Work/Purchase Order to the successful Bidder in writing. The Work/Purchase Order will constitute the foundation of the Contract.

#### **18.CONTRACT AGREEMENT**

Within FIVE (5) days of receipt of the work Order, the successful Bidder shall sign and date its copy on each page and return it to the Chairman EWD, along with the Performance Security.

Copy of Work Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

#### 19.PERFORMANCE SECURITY

Within FIVE (05) 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 warranty period and shall extend upto sixty (60) days after the date of completion of warranty period.

The performance security shall be a bank guarantee (in the format as provided in (in the format as provided in Annexure-V 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 automatically become null and void once all the obligations of the contractor under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The Performance Security shall be returned to the contractor after recording the completion certificate by the Engineer in charge without any interest. Performance security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to execute the Contract on specified timeline as per tender terms and conditions.

#### **20.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: Contract Agreement

- 1. All other Forms uploaded
- 2. Tender Document uploaded
- 3. Agency's Eligibility/technical/financial Bid

#### 21.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.

#### 22.TERMS OF PAYMENT

Payment will be made monthly on submission of bills and certification by the engineer in-charge. Running account (RA) bills shall be maintained and submitted along with the monthly invoices. No advance payment shall be made.

- 1. Statutory deductions (TDS @ 2% will be deducted as per CBEC Circular No.65/39/2018-DOR, dated 14.09.2018)
- 2. GST or any other tax applicable in respect of inputs procured by the contractor for the contract shall be payable by the contractor and Institute will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST ACT 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any

#### 23.TAXES AND DUTIES

The Contractor should ensure payment of all taxes, GST duties, 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 taxes and duties.

#### 24.GOVERNING LAW

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

#### 25.TIME AND EXTENSION OF DELAY

The time allowed for execution of the work as specified in the tender shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in tender'. If the contractor commits default in commencing the execution of the work as aforesaid the EMD / Performance guarantee shall be forfeited by the Chairman EWD and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

#### 26. DISPUTE REDRESSAL COMMITTEE

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

#### 27. SETTLEMENT OF DISPUTES BY CONCILIATION AND ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in 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 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.

27.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, 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 disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator Chairman EWD,, as applicable) in the proforma prescribed in Annexure mentioned in tender document, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

27.2 **Arbitration:** If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Annexure, under intimation to the other party, to the Director (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in tender document, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as sole.

**Applicable Law:** The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.

Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.

**Place of Arbitration**: The place of arbitration shall preferably be as mentioned in Palakkad.

**Terms of reference**: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

**Interest on Arbitration award:** It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

#### 28. LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

No labour below the age of **eighteen years** shall be employed on the work.

#### 28.1 Payment of Wages

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
  - b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936,
- (vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### 28.2 Contribution of EPF and ESI

The ESI and EPF contributions on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis

#### ANNEXURE – I SCHEDULE OF QUANTITY

Name of work: Operation of Sewage Treatment Plant, Water Treatment Plant water supply and fire fighting pumps at Sahyadri Campus, IIT Palakkad for the year 2025-26.

#### **DURATION OF CONTRACT - 1 YEAR**

| S No | Description of items  | Qty. | Unit   |
|------|---|------|--------|
| 1    | Charges for Operation of all the equipment of 525 KLD SBR Technology based STP and 600 KLD Water treatment Plant, fire fighting and fire detection system in the plants round the clock as detailed in Annexure-I, IA & I B as per additional conditions. The contractor shall also carry out mixing of chemicals, apply lubrication of machineries, equipment, motors, gears, gland packing, collecting treated / untreated sewage samples, maintaining log books, registers and complete operation of STP and WTP as per the manufacturers operation and maintenance manuals. | 12   | Months |

#### Note:

- 1. The rate quoted shall be inclusive of prevailing GST. However, the component of GST at the time of supply of service (as provided in the CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender, including extension, if any.
- 2. The rate quoted shall be exclusive of EPF and ESI Payment. EPF and ESI payment made for employer parts by the agency will be refunded against evidentiary proof.
- 3. TDS @ 2% will be deducted as per Circular No.65/39/2018-DOR, Dated 14.09.2018 from Ministry of Finance

#### **ANNEXURE I A**

#### ADDITIONAL TERMS AND CONDITIONS

- 1. The work in general should conform to CPWD specification & Indian Electricity Rules in force amended up-to-date & as per equipment / machines manual & direction of Engineer-in-charge.
- 2. The firm/contractor shall have to abide by the Institute Security Rules. Proper discipline shall have to be maintained at site of work. The identity of staff engaged in work will be verified at the entrance gate. The staff shall not be changed frequently after issuing security passes.
- 3. The firm is advised to visit the site before quoting and get acquainted with the scope of the work.
- 4. While taking over the installation for maintenance purposes after award of work the contractor shall check the installation and bring all the deficiencies to the notice of the department if any in the installation. On the expiry of contract/termination of the contract, the contractor shall hand over the installation to the department.
- 5. The department shall be at liberty to terminate the contract in between also by giving a notice of 15 days if the performance of the agency is found unsatisfactory or any of the conditions of the contract is violated and the decision of the Institute in this respect shall be final and binding on the contractor and no claim of the contractor of being put to loss shall be entertained by the department because of premature termination of the contract.

6. The following minimum staff shall be deputed for the operation of WTP & STP plant room for 24x7 operation.

|                                       |   | Morning<br>shift | Evening shift    | Night shift      | Shift cum<br>General duty             |
|---------------------------------------|---|------------------|------------------|------------------|---------------------------------------|
| Category Qualification and Experience |   | 6 AM to<br>2 PM  | 2 PM to<br>10 PM | 10 PM to<br>6 AM | (General<br>Duty time)<br>9AM to 5 PM |
| Technical<br>Operator                 | ITI certification with minimum 2 years experience in operation of STP/WTP with valid electrical wireman license | 1 No.            | 1 No.            | 1 No.            | 1 No.                                 |
| Technical<br>Labour                   | 1 year work experience of assisting Technical operators in the operation of STP/WTP.                            | 1 No             | 1 No             | -                | -                                     |

NOTE: The agency has to arrange a total 4 operators and 2 technical labour which include weekly off reliever. The rate shall be quoted accordingly and nothing extra will be paid by the Institute.

- 7. The timing of shift duty can be changed by the Engineer In-charge as per site requirement.
- 8. The firm/contractor shall keep the system operational on 24 hours basis & in healthy condition including Sundays & all kinds of holidays. No extra payment on account of working on Holidays and on National holidays shall be made to the firm.
- 9. The contractor shall submit the biodata, complete with educational qualification and experience certificate, one passport photograph in respect of the staff deployed on the work to the Engineer In-charge before commencement of work or whenever an employee is changed.
- 10. In the absence of duty the recovery at the rate of Rs.1000/- for STP operator and Rs.825/- per day for helper will be made from the bill.
- 11. The logbooks for STP (all pumps) and machinery in prescribed performa sheets for various

maintenance works shall be maintained by the contractor as per direction of Engineer-in-charge.

- 12. The contractor shall deploy trained and experienced staff on duty to maintain the installation in a proper manner. The department shall satisfy itself about the persons to be engaged by the contractor on this job and the decision of the Engineer-in-charge shall be final and binding on the contractor. The contractor shall be fully responsible for the integrity and character of the staff engaged. Any staff not considered suitable for the job by the department shall have to be changed immediately by the contractor.
- 13. If any schedule of check for maintenance of all equipment as per manufacturer recommendation is not carried out timely, suitable recovery shall be made from the bill and the decision of the Engineer-in-charge in this respect shall be final and binding on the contractor.
- 14. Any major fault in the equipment shall have to be informed to the Engineer-in-charge or his authorized representative immediately.
- 15. All the minor complaints about the installations brought to the notice of the working agency shall be attended promptly. Any delay in attending the complaints shall be viewed seriously and penalty shall be imposed on the contractor as deemed fit by the Engineer-in-charge. Besides the logbooks of comprehensive / preventive maintenance register, the contractor shall maintain a complaint register also in the plant room so that complaints are entered with date and time in the register by the complainant directly or informed telephonically.
- 16. All the required material for replacement including consumables and T&P (only ladders) required for the day-to-day maintenance work will be issued by the IIT Palakkad.
- 17. All the installations shall be kept clean & safe from theft, fire & accident. Any damage caused to installation due to negligence, carelessness & inefficiency of the staff. The contractor shall be responsible to make good the loss or recovery of the same shall be made from the contractor bill. Decision of the engineer-in-charge in this regard shall be final & binding on the contractor.
- 18. Payment shall be made on a monthly basis.
- 19. While carrying out the works, the contractor shall take adequate care and observe relevant safety precautions. Necessary safety gadgets shall be provided by the Contractor to comply with statutory regulations. He shall indemnify Transit Campus of IIT Palakkad against claims for compensation in this regard. Within 15 days of placing the order, he should arrange for training for the personnel engaged by him on preventive maintenance, safety regulations, safety precautions and general idea about operation of equipment, pre and post hazard activities.
- 20. Any damage caused to Sahyadri Campus of IIT Palakkad's Installations by workers employed by the Contractor during the course of execution of the work shall be made good to the satisfaction of the Engineer In-charge, failing which, the same will be recovered from the Contractor's bill if proper justification is not given by the contractor. However, the decision of Engineer In-charge is final and binding on the Contractor.
- 21. All staff should wear uniform with badge & name plate complete with name of the firm otherwise recovery @200/- per person per day shall be made from contractor's bill.
- 22. If the performance/ integrity of any worker deputed by the contractor on the work is observed unsatisfactory, the worker shall be replaced within 48 hrs. The decision of the Engineer in charge in this respect shall be final and binding on the contractor.
- 23. The contractor shall have to adopt all the safety precautions while executing the work and no claim shall be entertained by the Engineering Department in case of any accident while carrying out the work.
- 24. The contractor shall maintain strict discipline among its staff and shall abide by and conform to all rules and regulations promulgated by the IIT Palakkad governing the operations. If IIT Palakkad feels that the conduct of any of the contractor's staff is detrimental, the IIT Palakkad shall have the right to request for the removal of such staff either for incompetence, unreliability, misbehaviour, security reasons, etc., while on or off the job. The contractor shall comply with any such request to remove such staff at the contractor expense unconditionally.

- 25. The contractor shall solely and exclusively be responsible for engaging or employing the staff for the execution of this work. All staff engaged by the contractor shall be on its payroll and be paid by them. IIT Palakkad will have no liability whatsoever concerning the staff engaged in this contract. The contractor shall make/pay full monthly wages on time along with statutory dues in bank transfer to the workmen within the 5th day of the following month, irrespective of whether the contractor has raised the bill or not. It shall be the responsibility of the contractor for any dispute arising between them and their staff. IIT Palakkad is indemnified against losses, damages, or claims arising thereof.
- 26. There will be no relations between IIT Palakkad, and the staff engaged by the contractor under the contract. No claims for any employment in IIT Palakkad will be entertained or tenable. It shall be the sole responsibility of the contractor to regulate and affect any terms of employment with the engaged staff without any liability whatsoever to IIT Palakkad. IIT Palakkad will not issue any certificate of experience to the staff engaged by the contractor.
- 27. The contractor shall be solely liable for any accident or injury that may happen to any of his staff engaged in the contract. The IIT Palakkad shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any staff in the employment of the contractor, and the contractor shall indemnify and keep indemnified the IIT Palakkad against all such claims, damages, compensations, and proceedings. The contractor shall forthwith report to the IIT Palakkad all cases of accidents to any of his staff and shall make every arrangement to render all possible assistance and aid to the victims of the accident. The IIT Palakkad will not take any responsibility for providing safety equipment and devices to workmen, and any consequential accident due to the non-provision of safety devices will be to the contractor's account.
- 28. The contractor or his staff shall not cause any damage to the assets/equipment/tool's plants and any of the properties of the IIT Palakkad during the period of this contract. If any damage is caused, the same shall be made good by the contractor at his own cost and risk in a manner approved by the Engineer-inCharge. All activities shall be carried out without damaging IIT Palakkad property or existing sanitary/water supply/electric service lines.
- 29. All staff engaged shall adhere to the traffic rules, maintain the speed limit below 30 KMPH, Use Helmets while riding bikes and seat belt using 4 wheelers inside the campus.
- 30. IIT Palakkad will provide the equipment required for testing the following parameters of the water in the plant. The operator shall conduct the water testing in the plant at the frequency decided by the Engineer in Charge. The training required for the staff also will be provided by the Institute.

#### Characteristics of 525 KLD STP Treated Water

| Sl. | Parameter            | Unit     | Quantity |
|-----|----------------------|----------|----------|
| no. |                      |          |          |
| 1   | pН                   | -        | 6.5-8.5  |
| 2   | TSS                  | mg/L     | < 5      |
| 3   | COD                  | mg/L     | < 50     |
| 4   | BOD (5 days)         | mg/L     | < 10     |
| 5   | Total Nitrogen (TKN) | mg/L     | < 5      |
| 6   | Ammoniacal Nitrogen  | mg/L     | < 1      |
| 7   | Phosphates           | mg/L     | < 1      |
| 8   | Total Coliform       | MPN/10ml | Nil      |
| 9   | Oil & Grease         | mg/L     | < 1      |

#### Characteristics of 600 KLD WTP Treated Water (test shall be conducted as per relevant IS codes)

| Sl. | Parameter | Unit | Quantity |
|-----|-----------|------|----------|
| no. |           |      |          |

| 1  | Colour  | HU            | 5          |
|----|---|---------------|------------|
| 2  | Turbidity NTU                                     | NTU           | 1          |
| 3  | pH at 25 +- 2 deg C                               |               | 6.5 to 8.5 |
| 4  | Electrical Conductivity                           | micro mhos/cm |            |
| 5  | Total Alkalinity (as CaC02)                       | mg/l          | 200        |
| 6  | Sulphate (as S04)                                 | mg/l          | 200        |
| 7  | Total Dissolved Solids (TDS) at 180<br>+- 2 deg C | mg/l          | 500        |
| 8  | Total Hardness (as Ca C02)                        | mg/l          | 200        |
| 9  | Calcium (Ca)                                      | mg/l          | 75         |
| 10 | Magnesium (as Mg)                                 | mg/l          | 30         |
| 11 | Chloride (as Cl)                                  | mg/l          | 250        |
| 12 | Fluoride (as F)                                   | mg/l          | 1          |
| 13 | Nitrate (as NO2)                                  | mg/l          | 45         |
| 14 | Iron (as Fe)                                      | mg/l          | 1          |

➤ Aeration Tank: MLSS analysis (Monthly once)

#### ANNEXURE-I B LIST OF EQUIPMENTS TO BE OPERATED

#### **Equipments in STP**

- 1. Bar screens, Collection tank, Equalisation Tank, ionisation tanks, SBR Tanks, decanting mechanism, Clear water tank, Sludge Holding tank, Ultrafiltration feed tank and Treated water tank.
- 2. All equipment pump set such as sewage feed pump, filter, feed pump, flush water pump, sludge transfer pump
- 3. Filters, Chemical dosing system and filter press system
- 4. ACF and Sand filters, valves, air blowers

#### **Equipments in WTP & Fire pump room**

- 1. Aerator, dosing tank, agitator system, Clarifoculator, fire raw water transfer pumps, valves, level indicators, filter feed pumps, chlorine dosing system, hydro pneumatic water supply pumps for feeding supply to various buildings etc. existing PLC / Scada.
- 2. The WTP have 2 910 KLD raw water tank, 2 -300 KLD capacity treated water tank, clarificulator, Aerator, Sludge drying bed, dual media filter (1 & 2), ACF (1 & 2)

#### **ANNEXURE-II**

#### **PRE-QUALIFICATION CRITERIA FOR BIDDERS**

#### (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

Only those bidders who fulfil the following criteria shall be eligible for applying.

- 1. The bidder has the experience of operation of STP for a period of 12 months or more with minimum capacity 200 KLD during the last seven years.
- 2. Copy of valid Electrical Installation works Permit LT or above for carrying the Electrical Contract work.

## ANNEXURE-III TECHNO-COMMERCIAL BID

#### (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

A. Company Profile

Name of the Company/Bidder

Postal Address of the Registered Office

Telephone (Landline) No.

Mobile No.

Email Address (Official)

Name of the CEO/Director

Name(s) of the Partners (if applicable)

Registration No. (Upload supporting document)

Type of Firm(Proprietary/Partnership/Private

Ltd./Private/MNC/Cooperative/Govt.Undertaking/Any Other)

Email Address and Contact Number(s) of CEO/Director

Year of Establishment

No. of Years of Operations in India

Location of Offices in India / Abroad

PAN (Upload supporting document)

GST (Upload supporting document)

B. Alliances for the Purpose of this Bid, if applicable (Upload supporting document)

Details of Alliance(s)

Type of Alliance(s)

C. Experience/Credentials

D. Others

Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.? If 'yes' the details thereof. Upload (supporting document)

Note: Supporting Documents, wherever asked for, shall be uploaded along with the Bid, without which the Bid shall be rejected outright.

#### Annexure-IV FORMAT OF PERFORMANCE SECURITY

- 1. This deed of Guarantee made this day of between Bank of (hereinafter called the "Bank") of the one part, and Indian Institute of Technology Palakkad (hereinafter called "the Purchaser") of the other part.
- 2. Whereas the Purchaser has awarded the contract for Supply, Installation, Commissioning, Integration and Validation of (name of the item) (hereinafter called the contract) to (hereinafter called the contractor); (Name of the contractor)
- 3. AND WHEREAS the contractor is bound by the said Contract to submit to the contractor a Performance Security for a total amount of Rs. (Amount in figures and words)
- 4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. (Amount in figures and words) as stated above.
- 5. After the contractor has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the contractor under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the contractor. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the contractor in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
- 6. This Guarantee is valid for a period of thirty six months from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).
- 7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the contractor or if the contractor fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the contractor.
- 8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
- 9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.
- 10. The expressions "the Purchaser", "the Bank" and "the contractor" herein before used shall include their respective successors and assigns.

| In witness whereof I/We of the bank I | have signed and seale  | ed this guarantee on the | •  |     | da       | ιy |
|---------------------------------------|------------------------|--------------------------|----|-----|----------|----|
| of (Month & Year) being herewith du   | lly authorized. For an | d on behalf of the       |    |     | Bank.    |    |
| Signature of Authority                |                        |                          |    |     |          |    |
| Name of the Official Name:            |                        | Designation:             |    |     |          |    |
| Stamp/Seal of the Bank:               |                        |                          |    |     |          |    |
| Signed, sealed and delivered for and  | on behalf of the Bank  | by the above named       | in | the | presence | of |
| Witness 1                             | Witness 2              |                          |    |     |          |    |
| Signature                             | Signature              |                          |    |     |          |    |
| Name                                  | Name                   |                          |    |     |          |    |
| 1 Address                             | Address                |                          |    |     |          |    |
|                                       |                        |                          |    |     |          |    |

#### **ANNEXURE-V**

#### **DECLARATION**

#### This is to certify that

- 1. I / We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, scope of work, schedule of quantities and all the contents stated therein. I / We also confirm that the rates quoted by me / us are inclusive of all taxes, duties, other incidental charges etc., applicable as on date.
- $_{\rm I}$  /we have gone through all terms and conditions of the tender document before submitting the same.

#### **ANNEXURE-VI**

#### 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.

#### Annexure - VII

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

#### UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

| I / We hereby confirm and declare that I/ 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:  |