

NOTICE INVITING E-TENDER (NIT)

S. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/IITPKD/EWD/2026-27/148
2	Name of work	Construction of Permanent Campus for IIT Palakkad under Phase B SH: External Development SW: Providing, Laying, Testing and Commissioning of DI Water Supply Pipeline from the water treatment plant (H04) in Sahyadri Campus to the Sump Tank at the Nila Campus
3	Date of Publication	04-09-2026
4	Date / Time of closing	25-09-2026, 1100 hrs
5	Opening of Technical cum Eligibility Bids	25-09-2026, 1130 hrs
6	Estimated Cost put to bid	Rs. 85,30,591/-
7	Earnest Money Deposit (EMD)	Rs. 1,71,000/-
8	Stipulated date of completion	150 Days

Engineering Works Division
Indian Institute of Technology Palakkad
Kanjikode West, Palakkad – 678 623
Email: ewd@iitpkd.ac.in
Phone - 0491 209 2153

Indian Institute of Technology Palakkad (hereinafter called “IITPKD”) invites ONLINE item rate bids (Cover-1: Eligibility cum technical bid, Cover-2: Financial bid) from approved and eligible contractors who satisfy the eligibility criteria for the following work. Interested bidders may submit their bids ONLINE at <https://mhrd.ewizard.in>.

1.	Name of Work	Construction of Permanent Campus for IIT Palakkad under Phase B SH: External Development SW: Providing, laying, testing and commissioning of DI water supply pipeline from the water treatment plant (H04) in the Sahyadri Campus to the sump tank at the Nila Campus
2.	Estimate Cost put to Tender	Rs. 85,30,591/-
3.	Earnest Money Deposit (EMD)	Rs. 1,71,000/-
4.	Period of completion	150 days
5.	Validity of the tender	75 days from the date of opening of eligibility bid.
6.	Last Date for Submission of e-Tender	25-09-2026, 1100 hrs
7.	Date of opening of the eligibility document	25-09-2026, 1130 hrs
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 : Chairperson, EWD

Accepting authority : Chairperson, EWD

Time allowed for submission of performance security: 10 days

Maximum allowable extension with late fee at the rate of 0.1% of PS 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 percentage rate tenders under two-bid System. The bid document consists of a schedule of quantities of various items to be executed, 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 through E- wizard portal.
- 1.3 The bids shall be submitted online in E- Wizard Portal <https://mhrd.ewizard.in/>. **The technical cum eligibility bids will be opened first and the bid will be decided for the satisfying the eligibility criteria as per tender conditions.** Only those who qualify in the technical evaluation will be qualified for 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.
- 1.4 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 Chairperson, 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. 1,71,000/- (Rupees One Lakh Seventy-One Thousand Only.)** 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
- vi. **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) Documents to be uploaded (Annexure I)
 - (b) Format of Performance Security (Annexure-II)
 - (c) Fall clause notice certificate (Annexure III)
 - (d) Letter of Transmittal (Annexure - IV)
 - (e) Declaration for Not Blacklisted / debarred (Annexure V)
 - (f) Indenture for Secured Advances (Annexure - VI)
 - (g) Schedule of Quantity (Annexure - VII)
 - (h) Financial bid (Cover 2)

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

3.2 ELIGIBILITY CRITERIA

Only those bidders fulfilling the following eligibility criteria are eligible.

- 1. The bidder shall be a registered Class 'A' Civil Contractor with the Kerala Public Works Department (PWD)/Kerala Water Authority (KWA)/CPWD/MES/Railways/Any Central or State Government Department/PSU, and shall have experience in execution of water supply pipeline works.
- 2. The bidder should have successfully completed similar works during the last five (5) years ending on the last date of submission of bids, as under

One similar completed work costing not less than **Rs.68.24 Lakhs**

or
Two similar completed works each costing not less than **Rs.51.18 lakhs**
or
Three similar completed works each costing not less than **Rs.34.12 lakhs**

“Similar work” for this clause means “Supply, laying, jointing, testing and commissioning of DI/RWPM/CWPM pipelines for water supply schemes, including allied civil works such as valve chambers, road restoration.”

The following documents need to be uploaded (Cover 1) for proof of satisfying the above eligibility conditions.

1. Copy of valid enlistment order.
2. Work completion certificate / Performance report of similar works issued by the Executive Engineer or equivalent rank.
3. In case the similar work is executed for a private body, the complete set of TDS certificate (Form 16 A) shall be uploaded which shall form the basis of establishing for completion cost of work executed.

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

Prices of the items shall be quoted in Indian Rupees. If the rate of any item kept blank, the rate quoted will be taken zero and such item shall be executed at free of the cost.

If any cells (Rates) left Blank in the Cover 2, then the same will be treated as “ZERO”. Contractor must ensure to quote 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 75 (Seventy Five) 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 Eligibility cum technical bids (Cover 1) 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 cover 1 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.
- 10.5. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be,

but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any such contractor refuses to submit a revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Chairperson (EWD), the lowest contractors those have quoted equal amount of their tenders. In case all the lowest contractors those have quoted the same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

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 Chairperson (EWD), the successful bidder shall sign with the date on each page of the work order and return it to the Chairperson 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 10 (TEN) DAYS of receipt of notification of award from the Chairperson EWD, the successful bidder shall furnish the Performance Security equal to (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). 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- II 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 the record of completion certificate by the Engineer in Charge.

16.1 SECURITY DEPOSIT : 2.5% of tendered value. The contractor whose tender is accepted will also be required to permit the Institute to deduct by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit at the rate of 2.5% of the Gross amount of each running bill and final bill till this some deducted will amount to Security deposit at the rate of 2.5% of the tendered amount of work. Such deductions will be made at the rates mentioned above in the form of Fixed Deposit Receipt / E- Bank Guarantee of Bank. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Institute as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

16.2 CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD (12 MONTHS)

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

16.3. REFUND OF SECURITY DEPOSIT

The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. The SD shall be retained till the defect liability period.

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 150 days from the date of start. The date of start shall commence from the 7th day of issue of work order / Award Letter. 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. Running account shall be made by the Executive Engineer, EWD as per the Execution of items in the BOQ. Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment - Rs. 5 Lakhs

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier.

No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge, complete with account of materials issued by the Department and dismantled materials.

(a) If the Tendered value of work is up to 1 Crore : 2 months

(b) If the Tendered value of work is more than Rs 1 Crore and up to Rs. 10 Crore : 3 months

Secured advance on materials

(i) The contractor, on signing an indenture form specified in Annexure VI , shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the Engineer-in- charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this subclause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel.

22. TAXES AND DUTIES

22.1 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.

22.2 GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. The contractor shall deposit royalty and obtain necessary permits for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

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. ACCEPTING AUTHORITY

The accepting authority - Chairperson, EWD

- (I) Estimated cost of work : Rs. 85,30,591/-
- (II) Earnest Money : Rs. 1,71,000/-
- (III) Performance Guarantee : 5% of value or ECPT, whichever is higher
- (IV) Security Deposit : 2.5% of tendered value

26. GENERAL RULES & DIRECTIONS:

Officer inviting tender	CHAIRPERSON (EWD), ENGINEERING WORKS DIVISION
Engineer-in-Charge	Executive Engineer / Assistant Engineer (Civil)
Accepting Authority	Chairperson (EWD) with approval of Director, IIT Palakkad
Percentage on cost of materials and Labour to cover all overheads and profits	15%
Standard Schedule of Rates	Delhi Schedule of Rates 2023 with up to date correction slips.
Authority for fixing liquidated damages	Chairperson, EWD
Specifications to be followed for execution of work	C.P.W.D Specification 2019 Vol. I & II / IS Code With correction slip as on 27-02-2026

GENERAL TERMS AND CONDITIONS

1. TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works shall be **150 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.

1.1 If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control. then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted or events listed in sub clause 1.2. The contractor shall have no claim of damages for extension of time granted for events listed in sub clause above.

1.3 In case the work is hindered by the Department or for any reason/event, for which the Department is responsible. The authority as indicated in Bid, if justified, give a fair and reasonable extension of time for completion of work Such extension of time shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 1.1 to the extent the delay is covered under sub clause above the contractor shall be entitled to only extension of time and no damages. Request for rescheduling extension of time and no damages.

1.4 Request for extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking extension of time respectively to the authority as indicated in Bid. The Contractor shall indicate in such a request the period by which extension of time is desired. With every request if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which

these details should be available without causing any delay in execution of the work. A recovery as specified in Bid shall be made on a per day basis in case of delay in submission of the revised programme.

1.5 In any such case the authority as indicated in Bid may give a fair and reasonable extension of time for completion of work. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone .Such extension shall be communicated to the Contractor by the authority as indicated in Bid in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In the event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme a fair and reasonable extension within a reasonable period of occurrence of the event.

1.6 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 1.1 or clause 1.2 or clause 1.3 and beyond the justified extended date; without prejudice to right to take action under Clause 2, the Engineer-in-Charge may grant extension of time required for completion of work. The contractor shall be liable for levy of compensation for delay for such extension of time.

2. 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 Chairperson EWDof 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.

3. 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. 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.

4.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.

4.1 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

4.2 In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents 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.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

Deviation, deviated Quantities, Pricing

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents 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.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable

4.3 In the case of contract items which exceed the limit laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable

4.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations

4.5 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

4.6 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/pipes, all items of excavation and filling including treatment of sub base.

5. 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 the 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.

6. COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of Clause 1 or to complete the work and clear the site on or before the contract or justified extended date of completion as per Clause 1 (excluding any extension under Clause 1.4) as well as any extension granted under Clause 4, 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 Clause 1.4 or that the work remains incomplete.

(i) Compensation for delay of work

With maximum rate @ 2.5% 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 Clause 4, 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 Clause 1.1, 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 Clause 2 for delay in performance and claim of compensation under that clause.

In case action under Clause 1 has not been finalized and the work has been determined under Clause 2, 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 the bid, 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.

7. 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 Clause no.1 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

8. REQUIREMENT OF TECHNICAL REPRESENTATIVE(S) AND RECOVERY RATE

Sl No.	Requirement of Technical staff		Minimum experience in Year	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of providing technical representative	
	Qualification	Number(of major + minor component)			Figures	Words
1	Graduate Engineer Or Diploma Engineer	1	2 Or 5 respectively	Project Manager cum Planning/ quality/ Site/billing Engineer	Rs. 15000/- pm per person	Rupees fifteen Thousand only per month per person

The Retired Engineer/Asst. Engineers who are holding Diploma may be treated at par with Graduate Engineers for the operation of the Clause. Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

9. DEVIATION / VARIATION

Deviation Limit beyond which clauses

4.2 & 4.3 shall apply for building
work/pipeline work. : 30%

(i) Deviation Limit beyond which clauses

4.2 & 4.3 shall apply for foundation work : 30%

(Except earthwork/excavating trenches)

(ii) Deviation Limit for items in
earthwork/excavating trenches : 100%

10. 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 Chairperson (EWD), or where there is no Chairperson (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 Chairperson (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 Chairperson (EWD) / Director, IIT Palakkad for acceptance. Chairperson (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 Chairperson (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 (Chairperson (EWD) the neither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), Chairperson (EWD) / Director, IIT Palakkad or on expiry of aforesaid the time limits available to DRC / Chairperson (EWD) / Director IIT Palakkad may give notice to the Chairperson (EWD) / Director, IIT Palakkad, for appointment of arbitrator 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. Director , IIT Palakkad shall be appointing authority to appoint the sole arbitrator 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 Chairperson (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. This fee shall be shared equally by parties. The place of arbitration shall be Palakkad.

11. DISPUTE REDRESSAL COMMITTEE

Claim Amount	Up to 25 lakhs	More than 25 lakhs
Chairperson	Chairperson (EWD)	Director, IIT Palakkad
Member	Assistant Registrar (F&A)	Chairperson (EWD)
Member	Vice Chairperson (EWD)	Registrar
Presenting Officer	Engineer in Charge	Engineer in Charge

12. ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED:

In the case of any class of work for which there are no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

13. MINIMUM WAGES ACT TO BE COMPLIED WITH

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

14. UNFILTERED WATER SUPPLY

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions. (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

15. HIRE OF PLANT & MACHINERY

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

**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 VII).
7. Copy of valid enlistment order.
8. Work completion certificate / Performance report of similar works issued by the Executive Engineer or equivalent rank.
9. In case the similar work is executed for a private body, the complete set of TDS certificate (Form 16 A) shall be uploaded which shall form the basis of establishing for completion cost of work executed.

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.

5. We(Indicate the name of the Bank) further agree with the Government that the IIT Palakkad shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractors and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to_____ unless extended on demand by IIT Palakkad. Notwithstanding anything mentioned above, our liability against this guarantee is _____ restricted _____ to _____ Rs._____
(Rupees_____only) and unless a claim in writing is lodged with within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ day of
the _____ for

(Indicate the name of 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)

Tender no. 17/IITPKD/EWD/2026-27/148

To
The Chairperson, 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 certificate as per Annexure II and authorize the Chairperson EWD to approach the Department concerned to confirm the correctness of the certificate. We also authorize the Chairperson, 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. 1 / We certify that the proof of payment of EMD in the E-wizard portal 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

**FORMAT OF UNDERTAKING, TO BE FURNISHED 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:

INDENTURE FOR SECURED ADVANCES

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the Chairperson EWD (hereinafter called the Chairperson EWD which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the Chairperson EWD that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Chairperson EWD has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the Chairperson EWD has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by the Chairperson EWD (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Chairperson EWD and declare as follows: -

(1) That the said sum of Rupeesso advanced by the Chairperson EWD to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the Chairperson EWD as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Chairperson EWD against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Chairperson EWD and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Chairperson EWD or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Chairperson EWD.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Chairperson EWD or an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the Chairperson EWD of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Chairperson EWD will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Chairperson EWD shall immediately on the happening of such default be repayable by the Contractor to the Chairperson EWD together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Chairperson EWD in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Chairperson EWD to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Chairperson EWD of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Chairperson EWD may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Chairperson EWD on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Chairperson EWD under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of the contract.

In witness whereof the saidandby the order and under the direction of the Chairperson EWD have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

by the order and direction of the Chairperson EWD in the presence of

Signature

Witness Name

Address

SCHEDULE OF QUANTITY

Name of Work : Construction of Permanent Campus for IIT Palakkad under Phase B SH: External Development SW: Providing, Laying, Testing and Commissioning of DI Water Supply Pipeline from Water Treatment Plant (H04) in Sahyadri Campus to the Sump Tank at the Nila Campus

Item No:	Description of Items	Quantity	Unit
1	Excavating trenches by mechanical / manual means of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, for all depth, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 500 m :		
1.1	All kinds of soil :		
1.1.1	Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	1700	metre
2	Excavating trenches of required width for pipes, cables, etc, including excavation for sockets, depth upto 1.5 m, including getting out the excavated materials, returning the soil as required in layers not exceeding 20 cm in depth, including consolidating each deposited layers by ramming, watering etc., stacking serviceable material for measurements and disposal of unserviceable material as directed, within a lead of 500 m :		
2.1	Hard rock (blasting prohibited)		
2.1.1	Pipes, cables etc. exceeding 80 mm dia but not exceeding 300 mm dia	700	metre
3	Providing, laying, jointing and testing S&S Centrifugally Cast Ductile Iron double chamber Class K-9 pressure pipes conforming to IS 8329:2000 with restrained joints (bolt less), all complete.		
3.1	100 mm nominal dia pipe	2400	metre
4	Providing push-on-joints to Centrifugally (Spun) Cast Iron Pipes or Ductile Iron Pipes including testing of joints and the cost of rubber gasket :		
4.1	100 mm dia pipes	500	joint
5	Labour for cutting existing C.I. pipe in WTP with steel saw.		
5.1	100 mm diameter C.I. pipe	15	each cut
6	Providing and laying D.I. specials of class K-12 suitable for push-on jointing as per IS : 9523 :		
6.1	Up to 600 mm dia	2	quintal
7	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :		
7.1	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources	27	cum

8	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.		
8.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	500	kg
9	Centering and shuttering including strutting, propping etc. and removal of form work for :		
9.1	Foundations, footings, bases for columns	200	sqm
10	Providing and fixing heavy duty D.I. sluice valves (with socket) complete with bolts, nuts, rubber insertions etc.:		
10.1	100 mm diameter	2	each
11	Cutting road and making good the same with Cement Concrete (M35) including supply of extra quantities of materials i.e. aggregate and labour required.		
11.1	Bituminous portion	2	cum
11.2	Wet Mix Macadam	4	cum

LIST OF PREFERRED MAKES

Sl. No.	Materials	Brand	Make
1	Cement (OPC/PPC)	Ultra Tech	Ultra Tech cement Ltd.
		PENNA	Penna Cement Private Ltd.
		COROMONDEL	India Cement Ltd.
		ZUARI	Zuari Cement Ltd.
		Dalmia	Dalmia Cement Bharat Ltd.
		Ambuja	Ambuja Cements Ltd
		ACC	ACC Cements Ltd
2	TMT Bars Fe-500D	SAIL	Steel Authority of India Ltd.
		TISCO	TATA Steel Ltd.
		VIZAG	Rastriya Ispat Nigam Ltd.
		JSW	JSW Steel Ltd.
3	Stainless steel screws	Kundan	Kundan industries Ltd.
		Pooja	Pooja Steel corporation
		Atul	Atul fasteners Ltd.
		Alloy	Alloy Ltd.
		GKW	GKW Ltd.
		Nettlefold	Nettlefold screw
4	DI Fittings	Electro steel	Electro steel
		Jindal	Jindal
		Kapilansh	Kapilansh
		Keshoram	Keshoram
		Tata Ductura	Tata Ductura
5	DI Pipes	Electro steel	Electro steel
		Jindal	Jindal
		Keshoram	Keshoram
		Tata Ductura	Tata Ductura

6	CI Double flange sluice valve	BURN	BURN
		IVS	Indian Valves Pvt Ltd
		Kartal	Kartal Valves Pvt Ltd
		Kirloskar	Kirloskar brothers Ltd
		Leader	Leader Valves Ltd
		RBM	AF - SLL
		Zolote	Zolote Industries
7	PVC pipes	Astral	Astral polytechnile ltd
		Finolex	Finolex Industries Ltd
		flowguard	Ashirwad PVC pipes
		Prince	Prince pipes and fittings
		Supreme	Supreme Industries Ltd