

Indian Institute of Technology Palakkad भारतीय प्रौद्योगिकी संस्थान पालक्काड

Nurturing Minds For a Better World

NOTICE INVITING TENDER FOR

NAME OF WORK: SUPPLY AND INSTALLATION OF LPG PIPELINE IN KITCHEN 1 AND KITCHEN 2 OF KEDARAM (DINING BLOCK - L1) AT IIT PALAKKAD SAHYADRI (MAIN) CAMPUS

TENDER NO. 17/IITPKD/EWD/CIVIL/2023-24/013

S. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/IITPKD/EWD/2023-24/013
2	Date of Publication	30-06-2023
3	Date / Time of closing	13-07-2023, 1500 hrs
4	Opening of Technical cum eligibility Bids (Cover 1)	13-07-2023, 1530 hrs
5	Estimated Cost put to bid	Rs. 5,90,000/-
6	Earnest Money Deposit (EMD)	Rs. 11,800/-

Engineering works Division
Indian Institute of Technology Palakkad
Kanjikode West, Palakkad – 678 623

Email: ewd@iitpkd.ac.in

Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites **ONLINE item rate Bids** (Cover-1: Eligibility cum technical Bid, Cover-2: Financial Bid) from eligible and experienced contractors for the above work at Main Campus, Pudussery PO, Kanjikode West, Palakkad- 678623. Interested bidders may submit their bids ONLINE at https://mhrd.euniwizarde.com/

1.	Name of Work	Supply and Installation of LPG Pipeline In Kitchen of Kedaram (Dining Block - L1) at IIT Palakkad Sahyadri (Main) Campus
2.	Estimate Cost put to Tender	Rs. 5,90,000/- (Rupees Five Lakh Ninety Thousand Only)
3.	Earnest Money Deposit (EMD)	Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only). Bids without paying the EMD in gateway of E- Wizard portal shall be DISQUALIFIED
4.	Period of completion	30 Days
5.	Validity of the tender	30 days from the date of opening of eligibility bid.
6.	Last Date for Submission of e-Tender	10-07-2023, 1500 hrs
7.	Date of Opening of the Eligibility document	10-07-2023, 1530 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 : Chairman, EWD

Engineer in charge : Executive Engineer (Civil), EWD

Accepting authority : Chairman, EWD

Standard schedule of rate : DSR 2021

Time allowed for submission of Performance security: 7 days

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

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

1.GENERAL

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

1.9 EARNEST MONEY DEPOSIT (EMD)

- i. The bidder shall furnish EMD of **Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only)** through 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 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. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted from furnishing the EMD. Self-attested photocopy of valid registration certificate issued by competent authority for `Gas pipeline works' to be uploaded with the eligibility bid for exemption of EMD.

2. ADDENDUM / CORRIGENDUM IN THE TENDER DOCUMENT

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

3. COMPOSITION OF THE TENDER DOCUMENT

- 3.1 The Tender Document comprises of:
- (a) Schedule of Ouantity (Annexure I)
- (b) Pre-qualification Criteria (Annexure-II)
- (c) Documents to be uploaded (Annexure III)
- (d) Format of Performance Security (Annexure-IV)
- (e) Declaration (Annexure-V)
- (f) Fall clause notification certificate (Annexure VI)
- (g) Letter of Transmittal (Annexure VII)
- (h) Details of similar work (Annexure VIII)
- (i) Performance report for the completed works (Annexure -IX)

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

4. LANGUAGE/FORMAT/SIGNING OF THE BID

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

6. ITEM RATE CONTRACT

The bidder should quote the Item rate for each item. If any cells (Rates) left Blank in the Financial bid (Cover 2), then the same will be treated "ZERO". Contractor must ensure to quote the rate in prescribed columns. The column meant for quoting rate in figures appears in Yellow color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as ZERO. Therefore, if any cell is left blank and no rate is quoted by the bidder, the rate of such an item shall be treated as "0" (ZERO). However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the

total amount of the tender or any section / subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

7. CONFORMITY OF THE TENDER DOCUMENT

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

8. PERIOD OF VALIDITY OF BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. OPENING AND EXAMINATION OF BIDS

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

11. CLARIFICATION OF BIDS

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

12. AWARD CRITERIA

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

13. INSTITUTE RIGHT TO ACCEPT/REJECT BIDS

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

14. AWARD OF WORK/PURCHASE ORDER

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

15. CONTRACT AGREEMENT

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

16. PERFORMANCE SECURITY

Within SEVEN DAYS of receipt of notification of award from the Chairman EWD, the successful Bidder shall furnish the performance security equal to 3% of the Contract value The Performance Security shall be valid all along the contract period and shall extend up to sixty (60) days after the date of completion of work accepted by the Engineer in Charge.

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

17. CONTRACT DOCUMENTS

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

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

18. AMENDMENT TO CONTRACT

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

19. CONTRACTORS RESPONSIBILITIES

The Contractor's obligations involve:

The work shall be executed as per Schedule of quantity / as per indian oil corporation guideline and as per direction of Engineer /officer in charge of IIT Palakkad.

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

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

20. TIME ALLOWED FOR CARRYING OUT THE WORK

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

21. TERMS OF PAYMENT

No Advance payment will be made. 100% Payment will be released as per the Execution of items in the BOQ and based on completion of work and and certification by the Engineer-in-charge. 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.

22. TAXES AND DUTIES

The Contractor should ensure payment of all taxes, GST, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract. Nothing extra shall be paid on any account. Rates quoted shall be inclusive of all taxes and duties

23.ASSIGNMENT

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

24. GOVERNING LAW

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

25. TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works shall be 120 days or the extended time in accordance with these conditions given below shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in the Bid or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Institute without prejudice to any other right or remedy available in law.

26. ACCEPTING AUTHORITY

The accepting authority - Chairman, EWD

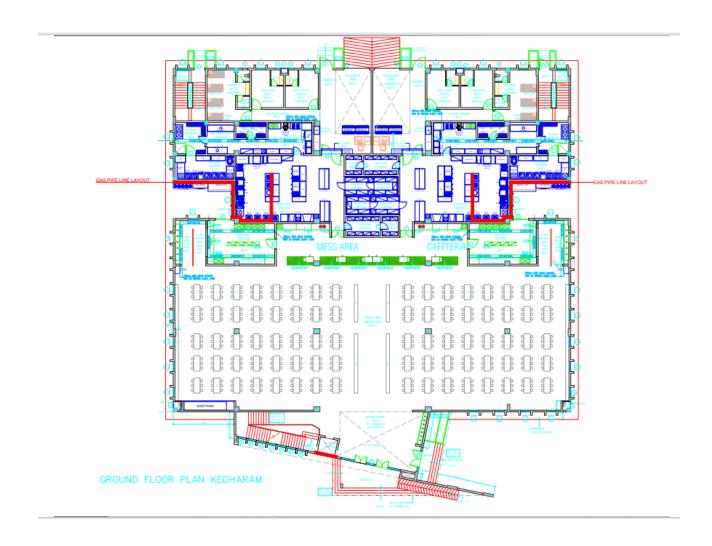
ANNEXURE -I

SCHEDULE OF QUANTITY

Name of Work : Supply And Installation of LPG Pipeline In Kitchen 1 and Kitchen 2 of Kedaram (Dining Block - L1) at IIT Palakkad Sahyadri (Main) Campus

Item No	Description of item	Make	Quantity	Unit
1	LPG Adaptor	Noble	20	each
2	Cylinder Pigtail	Teflon	20	each
3	NRV	Unitech	20	each
4	5 Pin Manifold	SCT	4	each
5	DBC	SCT	2	each
6	2301 Regulator at suction area	Vanaz	6	each
7	1" Ball valve (SS) Screwed Type	Flowcon	18	each
8	1/2" Ball valve (SS) Screwed Type	Flowcon	16	each
9	1" Brass Adaptor	KDP	44	each
10	1/2" Brass Adaptor	MBI	32	each
11	4" Pressure Gauge 10Kg	MSE	6	each
12	1" Flame Arrester	Vanaz/United	2	each
13	1" Filter	Vanaz	2	each
14	3/8 Butterfly valve	Simi	6	each
15	3/8 Coupling	SCT	6	each
16	1" Pinset	KDP	60	each
17	1/2" Pinset	KDP	48	each
18	4 Feet C+C Pigtail	Tuba	16	each
19	1" Block Nut	KDB	4	each
20	1" Clamp	SCT	60	each
21	1/2" Clamp	SCT	40	each
22	1" Seamless Pipe	Jindal	76.20	Meter
23	1" Seamless Pipe	Jindal	42.67	Meter
24	Hanging Bolt	SCT	8	each
25	2202 Regulator Gas inlet area	Vanaz/United	12	each
26	Labour Charges for fixing gas pipeline and fittings	-	Lumpsum	

Annexure 1A



ANNEXURE-II

ELIGIBILITY CRITERIA FOR BIDDERS

LIST OF DOCUMENT TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION

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

- 1. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.
- 2. Bidders, who are bidding for this shall have satisfactorily completed the works as mentioned below during the last three years ending previous day of last date of submission of bid:

THREE similar completed works each costing not less than the amount equal to

Rs. 2 lakh

(OR)

TWO similar completed works each costing not less than the amount equal to Rs.3 lakh

(OR)

ONE similar completed works each costing not less than the amount equal to Rs. 4 lakh

"Cost of work" for this clause shall mean completed cost of work as mentioned in the final bill including internal electrical works, if any, carried out under single contract including cost of materials, if any, supplied by clients. However, the cost of materials issued free of cost shall not be considered for calculating the cost of work. The value of executed works shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for bids. "Similar work" for this clause means "Gas Pipeline works".

- 3. Digitally signed tender documents should be uploaded in Cover One
- 4. 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.

ANNEXURE - III

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

- 1. Photocopies of the PAN/GST
- 2. GST registration Certificate of the Kerala State if already obtained by the bidder. 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".

- 3. The applicant should furnish the Annual financial statement for the last 3 years FORM A
- 4. Details of All Works of Similar Nature Completed during The Last Five Years FORM B
- 5. Performance Report for similar works completed FORM C
- 6. Letters of Transmittal

Annexure-IV FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

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naving agr as a secur	eed to produ ity /guaranteo conditions in	ction of a e from the	irrevoca e contra	able Bar ctor(s) f	ık Gu	arantèe fo	or Rs		(Rup	ees	only)
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5.	with the Government consent and with of the terms and of the said contractime any of the polyand to for-bear of agreement and wariation or extension or to the said contraction.	ent that the IIT Palakkad shall have the fullest liberty without out effecting in any manner our obligations hereunder to vary a conditions of the said agreement or to extend time of performance for from time to time or to postpone for any time or from time wers exercisable by the Government against the said contractor enforce any of the terms and conditions relating to the see shall not be relieved from our liability by reason of any sustain being granted to the said contractors or for any forbearance the part of the Government or any indulgence by the Government eror(s) or by any such matter or thing whatsoever which under the testies would, but for this provision have effect of so relieving us.	our iny ice to ors aid ich ce, ent
6.	This guarantee wi Bank or the contra	I not be discharged due to the change in the constitution of the actor(s).	
7.		(Indicate the name of the Bank) lastly undertake guarantee except with the previous consent of the Government	
b <u>y</u> th		shall be valid up to unless extended on dema otwithstanding anything mentioned above, our liability agains is restricted to Rs only) and unless a claim	nst —
w e:	riting is lodged wit	n within six months of the date of expiry or the extended date rantee all our liabilities under this guarantee shall sta	of
		day of	
Dated	the	(Indicate the name of Bank).	
		(mulcale the name of bank).	

ANNEXURE-V

DECLARATION

We hereby undertake that there are pages, serially numbered, in the submitted tender including the supporting documents. (Please serial number all the pages including blank pages, if any). We have submitted our principal's exclusive authorization letter which is specific for this tender No. dated .

Signature and Seal of the Bidder

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.

Note:

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

LETTER OF TRANSMITTAL

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

To

Tender no. 17/IITPKD/EWD/2023-24/013

The Chairman, EWD, IIT Palakkad

Sir.

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

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

Name of work

Certificate from

- 5. I/We certify that the tender documents uploaded is the exact replica of the document published by the IITPKD and no alterations and additions have been made by me/us in the e- tender document.
- 6. I am /We are aware that the Financial bid submitted by me/us will not be opened if I/We do not become eligible after evaluation of my/our application for eligibility.
- 7. 1/We certify that the Proforma for EMD Declaration and Bank guarantee which was /were scanned and uploaded while submitting the e- Wizard.
- 8. I/we agree that the eligibility criteria submissions will become part of the contract.

Seal of the Applicant

Date of submission

Signature(s) of the applicants

Annexure VIII

(To be duly filled, signed, scanned and uploaded along with cover 1 by the tenderer) DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS.

SI No	Name of work Project / Location	Owner or organizations	Agreement Scope of work*	Cost of Date of Work in Commencem ent	Stipulated Date of completion	Actual date of completion

Signature of Applicant(s)

In case of works carried out for private persons/ Organizations copies TDS certificate along with copy of performance order and work order/Agreement should be enclosed. Private works without TDS certificates shall not be considered for eligibility.

Annexure IX

(To be duly filled, signed, scanned and uploaded along with cover 1 by the tenderer) PERFORMANCE REPORT FOR WORKS REFERRED

- Name of the work/Project & Location.
- 1. Scope of work.
- 2. Agreement No.
- **Estimated Cost** 3.
- **Tendered Cost** 4.
- 5. Value of work done
- 6. Date of Start
- 7. Date of completion
- Amount of compensation levied for deficiency in services if any. 8.
- 9. Performance report based on Quality of Work, Time Management, and Resourcefulness

: Very Good /Good /Fair / Poor

DATE:

EXECUTIVE ENGINEER/ PROJECT MANAGER OR **EQUIVALENT**

Certificate shall be submitted separately for each work

ANNEXURE - X

Notice for appointment of Arbitrator

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

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

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

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

I/We enclose the following documents.

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

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Executive Engineer (Civil), EWD

ANNEXURE - XA

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

To	
The Chairman	(EWD)

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

Dear Sir,

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

.....

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

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

Statement of claims with amount of each claim.

Yours faithfully, .	

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

Copy to:

The Engineer-in-Charge / Name of Contractor

(II) The Chief Engineer/ Superintending Engineer