



IIT PALAKKAD

**Indian Institute of Technology Palakkad**  
**भारतीय प्रौद्योगिकी संस्थान पालक्काड**  
Nurturing Minds For a Better World

**NOTICE INVITING TENDER FOR**

**Name of work: Construction of Permanent Campus under Phase 1 A,  
SH: Equipment & Furniture**

**SW : Providing and Fixing Furniture for Isolation room and Warden Rooms in Hostel  
Blocks (Malhar & Saveri) at Sahyadri Campus**

**Tender no. 17/IITPKD/EWD/CIVIL/2023-24/033**

S. No.	Events	Date and Time
1	Notice Inviting BID (NIT) No.	17/ IITPKD/EWD/2023-24/033
2	Date of Publication	06-10-2023,1500 hrs
3	Date / Time of closing	20-10-2023, 1500 hrs
4	Opening of Eligibility cum technical Bids	20-10-2023,1530 hrs
5	Estimated Cost put to bid	Rs.6,55,000/-
6	Earnest Money Deposit (EMD)	Rs.13,100/-

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

Indian Institute of Technology Palakkad (hereinafter called "IITPKD") re-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, Pudukkottai PO, Kanjikode West, Palakkad-678623. Interested bidders may submit their bids ONLINE at <https://mhrd.euniwizarde.com/>

## **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. 13,100/- (Rupees Thirteen Thousand One Hundred 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 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. **EXEMPTION OF EMD**

1) 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 ` Furniture & Fitting works to be uploaded with the eligibility bid for exemption of EMD. The benefit as above to MSMEs shall be available only as Goods produced and service rendered by MSMEs. However, traders are excluded from the purview of MSE Procurement Policy.

2) Startup (s): Startup(s) as recognized by the Department as Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect. All offered products' technical Specifications and Brochures are to be submitted along with the Technical Bid.

3) Eligible MSE and startup bidders who seek exemption from EMD as per clause no. (c) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a Performance security within the timeline defined in the bid document, they will be suspended as the period of three years or as decided by the competent authority from being eligible to submit bids as contracts with the entity that invited the bids.

4) Other than eligible MSE and Startup bidders, EMD: The Bidders should pay the EMD through the E- wizard Portal.

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

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

**3. COMPOSITION OF THE TENDER DOCUMENT**

3.1 The Tender Document comprises of:

- (a) Schedule of Quantity (Annexure - I)
- (b) 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 format given in the financial bid document. Indicating Price in the eligibility bid will be disqualified.

#### **6. ITEM RATE CONTRACT**

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

tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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

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

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

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

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

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

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

10.1. The Technical bids will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.

10.2. The Institute will evaluate the technical bids for the eligibility criteria. Those bids, who satisfy the eligibility criteria will be considered for opening their financial bids. Those bids which are found to be either non-responsive, not satisfying the eligibility criteria will not be considered for opening their financial bids and will be rejected.

10.3. The date of opening of financial bid (cover 2) will be intimated later to the eligible bidders through E- wizard portal.

10.4. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.

#### **11. CLARIFICATION OF BIDS**

During the bid evaluation, the Institute may, at its discretion, ask the Bidder for a clarification of its

bid. The request for clarification and the response shall be through ONLINE mode ONLY and no change in the price or substance of the bid shall be sought, offered or permitted.

## **12. AWARD CRITERIA**

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

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

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

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

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

## **15. CONTRACT AGREEMENT**

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

## **16. PERFORMANCE SECURITY**

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

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

### **16.1 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. 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

### **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 60 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.

### **20. 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. 15 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

### **21. 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

## 22. 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

## 23. GOVERNING LAW

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

## 24. TIME AND EXTENSION FOR DELAY

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

## 25. ACCEPTING AUTHORITY

The accepting authority - Chairman, EWD





- (I) Estimated cost of work : **Rs. 6,55,000/-**
- (II) Earnest Money : **Rs.13,100/--**
- (III) Performance Guarantee : 5% of value

## 26. GENERAL RULES & DIRECTIONS:




Officer inviting tender	EXECUTIVE ENGINEER (CIVIL) ENGINEERING WORKS DIVISION
Engineer-in-Charge	Executive Engineer (Civil)
Accepting Authority	Chairman (EWD) with approval of Director, IIT Palakkad
Percentage on cost of materials and Labour to cover all overheads and profits	15%
Standard Schedule of Rates	Delhi Schedule of Rates 2021 with up to date correction slips.
Authority for fixing liquidated damages	Chairman, EWD

## SCHEDULE OF QUANTITY

## Name of work : Providing and Fixing Furniture for Isolation room and Warden Rooms in Hostel Blocks (Malhar &amp; Saveri) at Sahyadri Campus

Item No	Description of item	Quantity	Unit	Image
1	Supply of Fowler Cot made of CRCS material and has a length of 190 cm, width of 90 cm and height of 60 cm. Frame to be made of 50mm x 25mm rectangle tube, 32mm round tube legs, 25mm cross support tubes, 19mm round tube side rails, and 1mm sheet platform including powder coating of the whole item for minimum of 50 Micron Thickness.	4	each	
2	Supply of 40 Density Fowler Mattress having 190cm Length x 90cm width and having 75mm thickness	4	each	 3" Mattress For Fowler Cot
3	Supply of Examination stool made of 18 gage Stainless steel 304 grade having seat diameter 30 cm and 45 cm height.	4	each	
4	Supply of Stainless steel 304 grade Side table having 38cm length x 38cm width and 75cm height. The minimum thickness of the Steel used should be 1.2 mm (18 gauge)	4	each	



5	<p>Supply of Executive Table with movable pedestal with 2 drawer and 1 filing drawer having table top made of 25mm thick prelaminated particle board, Gable and Modesty made of 18mm thick prelaminated particle board of approved shade. Machine-pressed 2mm thick imported PVC lipping to be glued to all edges of workstation surfaces.</p> <p>Workstation should contain 18mm Prelaminated Board Pedestals with sliding channels and nylon rollers. Drawer bottoms and backs should be made of 12mm Prelaminated Board with finger groove handles and should be equipped with mobile castors.</p>	6	each	
6	<p>Supply of 620mm Depth, 660 mm wide and 1230 mm height Headrest High Back revolving chair with Multi position headrest height adjustment with angle tilt feature for optimum head to neck support and Adjustable Lumbar Support.</p> <p>Equipped with 3D Arm rest, Multi angle locking backrest tilt mechanism, Seat Height and Seat Slide Adjustment. All materials will be Nylon, and the frame material will be Nylon and Glassfiber.</p> <p>The hydraulic unit will be heavy duty gas lift Class 3 with bearing capacity of 200 kgs. The chair base will be 5 prong steel base with nylon wheels.</p>	6	each	
7	<p>Supply of 480mm Depth, 505 mm wide and 1090 mm height Medium Back Fabric Upholstered Cushion Seat revolving chair with Single Lock Synchro Mechanism, Adjustable Lumbar Support, One Way Adjustable Arms and Nylon wheels. Frame Material will be Plastic and AC 60 Mesh. The hydraulic unit will be heavy duty gas lift with bearing capacity of 130 kgs.</p>	12	each	
8	<p>Supply of Teak wood chair with cushion and Arm Rest having total height 900mm, seating dimension 500mm x 500mm. The seat height will be 450mm from the floor, with nylon base bushes.</p>	4	each	

**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. Bidder should be either an Original Furniture Manufacturer (OFM) or designer or authorized distributor of a furniture supplying to the Educational Institute
2. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.
3. 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. 5 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 “Furniture & Fitting works.”**

4. Digitally signed tender documents should be uploaded in Cover One
5. 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**

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 the \_\_\_\_\_ day of \_\_\_\_\_ for

(Indicate 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 letterhead of the quoting firm and should be signed by a Competent Authority and having the power of attorney.**

ANNEXURE VI  
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/2023-24/033

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. I/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.

Sl No	Name of work Project / Location	Owner or organizations	Agreement Scope of work*	Cost of Date of Work in Commencement	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

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

DATE:

EXECUTIVE ENGINEER/ PROJECT MANAGER OR  
EQUIVALENT

Certificate shall be submitted separately for each work

## 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.
2. Statement of claims with amount of claims.
- 3.
- 4.
- 5.

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.

1. Statement of claims with amount of each claim.

Yours faithfully, .

.....

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

Copy to:

The Engineer-in-Charge / Name of Contractor