



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Noida Campus

E-TENDER NOTICE

NOTICE INVITING TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR CIVIL WORKS FOR 2 YEARS AT IIM LUCKNOW, NOIDA CAMPUS



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To,
M/s. _____

SUB.: Notice inviting E-Tender for Annual Maintenance Contract for CIVIL WORKS for 2 years at IIM Lucknow, Noida Campus.

This is in reference to the advertisement published on website NIT No. – IIMLNC/ESTATE/TENDER/2026-27/013 Date: 30-09-26 for Annual Maintenance Contract for CIVIL WORKS for two years at Indian Institute of Management Lucknow, Noida Campus

Online Percentage Rate E-tenders are invited from Reputed firms/ Service providers in Two-Bid System (i.e. Technical Bid & Financial / Price Bid) for work mentioned below in E-mode from Contractors (Indian Nationals/ Firms only) and free view NIT is available on Govt. E-Procurement portal i.e. <https://eprocure.gov.in>. are invited, on behalf of the Director, Indian Institute of Management, Lucknow for above works as per details attached. The Institute invites you to participate and to send your bids as per the attached NOTICE inviting E-TENDER.

Interested agencies are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprise of technical bid and price bid. It is requested to download the Tender on acceptance of terms & conditions. All the documents of this tender, Blank/ unfilled price bid to be Signed stamped and uploaded in the technical bid and Price Bid in the prescribed M.S. Excel Macros format may be filled with Digital signed may be uploaded on E-Portal of Govt. E-Procurement site i.e. <https://eprocure.gov.in> using Digital Signature before the last date & time of submission as mentioned in the tender notice. The credentials listed below shall be uploaded online.

Sd/-
Head Admin
Indian Institute of Management
Lucknow, NC



1.0 Memorandum

Name of work	:	Percentage Rate Annual Maintenance Contract (AMC) for CIVIL WORKS at Indian Institute of Management Lucknow-Noida Campus on DSR-2023 for two years.
Earnest Money	:	Rs.1,00,000/- (Rupees One Lakh Only)
Tender Fee	:	Nil
Total Estimated Cost	:	Approximately Rs. 50,00,000/- per year (Inclusive of GST)
Period of Contract	:	2 years from the date of issue of LOI or till extended period allowed by IIM Lucknow on mutual agreement of both parties.
Date of issue of tender document	:	As per CPP
Date Pre-Bid Meeting	:	As per CPP
Last Date for submission tender document	:	As per CPP
Date of opening of Technical Bid Opening	:	As per CPP
Date of opening of Financial Bid Opening	:	Will be intimated later
starting of work	:	Within 7 days of the Date of LOI

Tenderer are advised to visit the site and see the work before submitting the tender. **The Technical and Financial bids should be uploaded only through E-tendering process on CPP portal before the due date & time. If there is any query may contact on contact no. 0120-6678426/8432.**

Sd/ -

Head Admin
For Indian Institute of Management Lucknow



2.0 Eligibility Criteria

- a) **ANNUAL TURN OVER:** Average annual financial turnover during the last 5 years, ending 31st March of the previous financial year (31.03. 2026), should be at least Rs 25 Lacs.
- b) The Bidder should have experience in execution of civil works contract with the Government Organization/ PSU/ IIM/ IIT/NIT.
- c) **EMD:** Earnest Money Deposit as specified in NIT to be furnished in any of the following forms and shall be valid up to 90 days:

☐ FDR / Demand Draft / Bank Guarantee payable to - Indian Institute of Management Lucknow, from any Nationalized Bank/ Scheduled Bank payable at Lucknow, & Deposition of EMD through any other form will not be accepted. **The scanned image of earnest money deposit/ MSME certificate in case of MSME exemption to be uploaded online along with the technical bid.** However, the details of DD no. date etc. to be provided in the technical bid.

☐ Can be deposited in the below mentioned Institute Bank Account and share the UTR / Transaction number and date of Transaction in the Technical bid and the copy of transaction receipt must be uploaded online on portal with other documents. Those bidders, who are exempted from the deposit of Tender Fee & EMD (Earnest Money Deposit) must submit the relevant certificate to claim the exemption and mention 'Exempted' in the Technical Bid where UTR number has been asked. In case the enclosed certificate is not valid or not acceptable to the Institute, the submitted bid will be treated as bid without Tender fee/EMD and will be rejected.

Bank Account No.	022010100356060
IFSC Code	UTIB0000022
Name of Bank & Type of Account	Axis Bank/Savings

- d) **Tender cost (Non Refundable)** : Deleted
- e) **SOLVENCY:** The latest solvency certificate required will be Rs 50 Lakhs. The solvency certificate shall be from a nationalized or scheduled bank (Scheduled banks are those banks that are listed under Schedule II of the Reserve Bank of India Act, 1934) and issued within a period of 12 months from the last date of submission of tender. The solvency certificate being submitted by the bidders should clearly have the Name and Address of the Bank and branch which had issued the certificate with clear signature, name and designation of the issuing officer and his contact no. Date of issue of the solvency should be clearly mentioned.
- f) **EXPERIENCE:** Experience of having successfully completed the similar type of Civil repair and maintenance works in Govt. department/ PSU/ IIM/ IIT/ NIT during last 5 years ending last day of month before the one in which tenders are invited should be either of the following.
- Three completed contracts of Civil Maintenance work costing not less than **Rs 20 Lakhs** each.
 - OR
 - Two completed contracts of Civil Maintenance work costing not less than **Rs 30 Lakhs** each. OR
 - One completed contract of Civil Maintenance work costing not less than **Rs 40 Lacs** each.

Note :

- (1) The work shall be completed as a whole. Partial value/partial completion is not to be considered.
- (2) The meaning of "Similar Work" for purpose of tender has been defined as "Experience in "Civil repair and Maintenance work".
- (3) Institute may cross verify the eligible experience for qualification from the respective department which had issued the certificate. In such case if the satisfactory report is not obtained then the bidder can be disqualified.



- g) Registration with IIM/ other Organization: If any available with the Bidder.
- h) Valid Registration with Labor Deptt.: If Applicable as per the applicable labor law.
- i) Copy of PAN/GIR No. Registration certificate issued by income tax Authority.
- j) Copy of Certificate of GST number.
- k) Constitution & legal status of firm: (Proprietary/ Partnership/ Limited)
- l) Registration with P.F. and E.S.I. Departments (If applicable).
- m) Intending parties are required to submit an undertaking that their firms have never been debarred / blacklisted by any Government/Public sector deptt. And there is no criminal case on the Proprietor/ partners/ Any of the Directors in any Police station of any court of India. This undertaking is to be given in the following format:
Undertaking to be furnished by the intending Tenderers:

I/We declare and confirm that:-

- i. I/we have never been blacklisted /debarred from any Govt./Public sector enterprises.
- ii. There is no Arbitration case/ legal case/ dispute of my firm with Indian Institute of Management Lucknow.
- iii. There is no criminal case on me/ and my partner/ board of directors is there in any court/Police station of India.
- iv. All the information and attachments submitted in the tender document/ envelope are true and correct.
- v. There is no suppression or concealment of information / document with regard to execution of work during the last 05 years
- vi. I / We are aware that any false information provided herein will result in the rejection of my tender at any stage.

- n) The Bidder is required to submit the Local Correspondence details of his Main/ Branch office at Lucknow so that any Official correspondence required can be done locally.

Note :

- a. Condition **g** is not Mandatory for Technical Qualification.
- b. Condition **h & L** are also not Mandatory for Technical Qualification but the Bidder will have to clearly mention the Applicability/ Non-Applicability of these Registrations as per the Govt. Rules. If the Contractor mentions that the Registration Labor/PF/ESI is Applicable, then he must mention the registration/ license no. and attached scanned copy of his Registrations.

(Signature of contractor)



3.0 INSTRUCTIONS TO TENDERERS

The Bidders must understand that this annual maintenance Rate contract for repair, maintenance and sometimes new works. Separate work orders will be given after taking Approval for respective works. The Quantum and amount of every work order can vary from a small amount in hundreds to lakhs. Since, the work will be generated on requirement basis so it can happen that at times there is no work and at times there is excessive work. The contractor will have to mobilize the site as per the work requirement and will have to complete the work within the period given in respective work order. Any work being executed by the contractor (may be any small or big) has to be executed as per laid down S.O.P, Specifications, quality norms and workmanship. No claim regarding very less quantum of work, excess work, no availability of manpower etc. will be entertained. The Institute reserve the rights to give work order of any type of work any time of the year to the AMC contractor; the contractor cannot deny or give any excuse for not executing any work order and timelines given.

Bidders are also advised to thoroughly read the tender document and Tender conditions, visit the site and understand the type of work before bidding to avoid any confusion.

- 3.1** Indian Institute of Management shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
Bidders are advised to thoroughly study the rates of approved makes etc. Especially the Sanitary ware, before quoting the rates.
- 3.2 Eligibility Restriction:** - In view of the unsatisfactory performance of the previous Civil AMC contractor of IIM Lucknow or IIM Lucknow Noida Campus the said contractors of AMC civil/ Painting shall not be eligible to participate in the present bidding process. Further, any firm/ company having any affiliation, association, partnership, common ownership, common directors/ partners, or the owner/ proprietor has any relationship with the previous Civil AMC contractor, as determined by the Institute, shall also be ineligible to participate in the bid. If, at any stage of the tendering process or during the execution of the contract after award, it is found that the successful bidder has concealed such affiliation or is otherwise ineligible under this condition, the bid shall be rejected or, if the contract has already been awarded, the AMC shall be terminated forthwith, without prejudice to any other action available to the Institute under the tender conditions or applicable law.
- 3.3** Tender Documents shall be duly filled, signed & stamped and uploaded within the last date of submission as mentioned in the tender notice. Late tenders and conditional tenders shall not be accepted. The last date for receipt of Tender will not be extended under any circumstances, unless otherwise the date is declared a holiday for IIM Lucknow, in which case the next working day will be treated as the last date of receipt of Tender document.
If by mistake any conditional tender gets accepted or work gets awarded and later that condition is/ are recognized or is/ are shown or emphasized by the contractor to be implemented, then his awarded work can be cancelled by the Institute. The Contractor will have no claim in the regards.
- 3.4** Financial bid must be filled and submitted in the prescribed formats given on the CPP portal separately. A sample format of the Financial bid has been attached with the Technical bid just for the understanding of the bidders. This is required to be kept blank and just signed and stamped along with the other documents of this Tender. If filled in financial bid is found along with the Technical bid of this Tender, then the Tender shall be straight away rejected.
- 3.5** Tender must be valid for a minimum period of 120 days from the date of opening. If the Tenderers modifies his tender or revokes the same during this period, the tender may, at the discretion of IIM Authorities, be treated as non – Bonafide and cancelled and earnest money will be forfeited.
- 3.6** This being a percentage rate contract, the rate quoted shall remain firm and errors if any in the extension / total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any reduction / increase thereof during the currency of the contract shall not vitiate the contract. The approximate estimate value of this work is indicated in NIT. This estimates however no guarantee is and is merely given as rough guide, and if the work costs more or less, Tenderers will have no claim on that account



- 3.7 This is a Percentage Rate Tender. Percentage Rates to be quoted above or below the estimated cost shall be applicable to each and every item of Delhi Schedule of Rates (DSR) 2023 volume I and II. The rate quoted by the tenderer shall be the total sum of material & labor at the IIM Lucknow campus, Lucknow including GST. **The rates given in BOQ / mentioned in DSR 2023 are just reference rates and are inclusive of GST component applicable as on date with no correlation to any ruling/ memorandum given by CPWD or any state/ central govt. Department at any time of the contract relating to any cost index/ cost escalation/ relaxation etc. No claim by the contractor for any escalation/ relaxation/ cost index/ fuel etc. component addition will be considered by the Institute during the contract period no matter whatsoever ruling/ policy is implemented by CPWD or any other department.** So whatsoever percentage below or above quoted by bidder shall be inclusive of GST @ 18% as applicable for every item. **The reverse calculation of GST components from the overall billed amount will be done while processing the bill.** GST TDS (CGST, SGST) of 2% shall also be deducted from each and every bill of contractor.
- In case there is variation occur in GST rates as per Govt. of India i.e if GST variation in rate is above 18% then additional percentage above 18% (Applicable rate% - 18%) shall be paid by the Institute and if GST variation in rate is reduced from 18% then the percentage difference below 18 % (18 % - Applicable Rate) will be recovered from the contractor.
- 3.8 If any discrepancy / misprint is Noticed in specification or BOQ or rates or unit, it should be clarified from the Institute before quoting the rate. If any discrepancy in between the price bid format of this Tender document and macros enabled excel file of the actual price bid on CPP portal is observed by the Bidder or if any item unit/ rates are found illogical/ impractical then in that case the same has to be brought to the notice of the Institute before the last date of submission. So that the required correction/ corrigendum can be made. If such issue is found at the later stage after award of the work either by the Contractor or by the Institute, then the logical decision based on the standard practice and as per the Institute's internal documentation shall be taken by the Institute and the same decision will be binding to the contractor and no claim whatsoever will be entertained in this regard.
- 3.9 Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
- Where there is difference between rates in figures and the rates, rates quoted in words shall be considered as correct.
 - Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered as correct and necessary extension made.
 - Where the rate quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.
- 3.10 The Indian Institute of Management, Lucknow do not bind themselves to accept the lowest or any other tender and reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason.
- 3.11 The tender shall be opened & evaluated by the tender committee, and the successful tenderer shall be informed.
- 3.12 If any of the document submitted by the tenderer is found fake, even after the acceptance of tender, the contract will be terminated for which the concerned tenderer will itself be responsible and no compensation, etc., will be paid by the IIM, Lucknow.
- 3.13 The Director, Indian Institute of Management, Lucknow reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
- 3.14 5% of the payable bill value of each work will be retained from each bill as defect liability period & shall be released after completion of Defect Liability Period. The Defect liability period shall be separately mentioned in each work order issued by Engineer In charge for respective works. In general, the Defect liability period for repair works is 6 months and for new works is 12 months from the date of completion of respective work awarded through the respective work order. No interest shall be paid on amount. The Retention money/ Security Deposit deducted above for different works awarded through separate work orders shall be refunded to the contractor after the completion of the stipulated Defect liability period of respective work order.
- 3.15 This being Percentage Rate contract, the rate quoted shall remain firm and errors if any in the extension / total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any reduction / increase thereof during the currency of the contract shall not



vitate the contract. The approximate estimate value of this work is indicated in NIT. This estimate and Quantity however are not guarantee and merely given as rough guide, and if the work costs more or less or the Quantities varies to any extent plus or minus, Tenderers will have no claim on that account.

- 3.16 The tenderer shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Tenderers are expected to clarify only such points as asked for specifically by the Accepting Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the tenderer shall be liable for damages to the Institute in consequence thereof. He shall, in addition, forfeit to the Institute the EMD.
- 3.17 Any tender which proposes any alterations to any of the conditions lay down or proposes any other conditions of any description whatsoever is liable to be rejected.
- 3.18 The EMD shall not carry interest and will be refunded to the tenderers if the tender is not accepted, unless the same is forfeited to the Institute for any breach on his part. If his tender is accepted, the Earnest Money will be converted into Performance Security Deposit as stipulated.
- 3.19 The drawing (if any) should be returned along with the tender documents with duly signed.
- The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents.
 - Tenderers shall ensure that their tender is uploaded well in advance before the time and date stipulated in the tender notification/documents
- 3.20 Under no circumstances will a father and his Son(s) or other close relations who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tender of both parties liable for rejection.
- 3.21 The submission of a tender by a tenderer implies that he has read all the terms and conditions of contract and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.
- 3.22 The agencies whose contract were terminated/ are in litigation with IIM Lucknow or are debarred on account of nonperformance in IIM Lucknow's work or have any criminal case in any police station/ court of India or are not performing and deliberately delaying the work awarded to them will not be eligible for bidding this tender.
- 3.23 Since this is an electronic mode of tendering, any manual or mechanical errors committed before uploading or during the process of uploading the document shall bound to be duly accepted by the Tenderers. The Tenderers shall not have claim whatsoever in this regard.
- 3.24 Tenderers are required to make the DATA ENTRY of the Percentage Rate in figure and rate in words, which will be applicable to all the items stipulated in DSR 2023 Volume I and II the prescribed format as given in part B of the Tender (financial bid).
- 3.25 The Tenderers shall download and sign the LETTER OF UNDERTAKING of the document and upload the same along with other documents.
- 3.26 Tenders of those Tenderers who fulfill the criteria mentioned above will only be considered for opening of Price Bid. Tenders received without earnest money/ copy of MSME certificate (for exemption of Earnest Money Deposit) or those which are incomplete or invalid or conditional will be rejected and no correspondence will be entertained in case of rejection.
- 3.27 Contractors / agencies are subject to be disqualified, even though they meet the qualifying criteria, if they make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and or have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.



- 3.28 All dispute and discrepancies relating to this tender shall be governed by law of India and shall be subject to jurisdiction of court at Lucknow U.P. state.
- 3.29 The Institute reserves the right to accept any tender either in full or in part, to reject all the tenders or distribute the work in more than one agency without assigning any reason. Decision of the Institute in this regard shall be final and binding to the Bidder. The bidder/ bidders in such case cannot claim any compensation for change in the scope / Qty. of work.
- 3.30 This instruction shall be deemed to form an integral part of the contract to be entered for this work.
- 3.31 GST/ Taxes:**
GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Institute will not entertain any claim whatsoever in respect of the same. The rates shall be inclusive of GST @ 18%
- 3.32 Where the tender schedule contains specialized items of work, it will be entirely at the discretion of the Institute to delete these items from the Price Bid and allot these items of work to other Contractors specialized in these works. In such cases, the main Contractor will have to render all necessary co-operation to the other agencies involved so as to ensure smooth progress of all work.
- 3.33 The Contractors responsibility for this contract shall commence from the date of commencement mentioned in the work order which will be issued by the Engineer-in- Charge after acceptance of work.
- 3.34 The Contractor is not allowed to sublet the works/ contract on back-to-back basis.**
- 3.35 If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD, and take Administrative Action against the tenderer like non-issue of tenders etc., as deemed fit by the Accepting Officer.
- 3.36 At any time, even after award of contract also, if it will be found that the tenderers has deliberately given wrong information or false credentials at the time of tender or at any other time in connection with the contract, IIM, Lucknow reserves the right to reject the offer or cancel the contract. And in such case the contractor/tenderer is liable to forfeit the EMD amount including any other action as deemed fit. The contractor / tenderer is also liable to be permanently debarred for participating in any tender process of IIM, Lucknow concerning to any type of work in future.
- 3.37 PRECEDENCE FOR ACCEPTANCE:**
If any contradiction / variance are observed in different components of the tender, the following precedence shall be observed:
- i) Tender Notice and Instructions to Tenderers shall have precedence over Special condition.
 - ii) Special Conditions shall have precedence over General Conditions of Contract.
 - iii) **General Conditions of Contract are available on the IIM Lucknow web site and at the IIML office and shall be the part of the contract. Successful bidder will be required to submit the signed hard copy of the same After issuing of LOI to him before start of work.**
 - iv) In regard to the conditions, specifications, approved makes and mode of measurement not covered above, those contained in DSR 2023/ DAR 2023/ CPWD / Specification shall apply.
However the Engineer-In-Charge shall be sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding on the contractor.
- 3.38 The tenderer shall not increase their quoted rates in case the Accepting Officer negotiates for reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer.
- 3.39 It is expected the contractor possesses the Delhi Schedule of Rates 2023, DAR 2023, Latest CPWD Specifications, Latest CPWD works manual.



3.40 Rate quoted to include:

- a) Working hours as per office timings and over Time.
- b) Movement of men, material and stacking all as directed by the Engineer-in- Charge.
- c) Removing of surplus materials and stacking all as directed by the Engineer-in-Charge.

3.41 Before tendering the tenderers are advised to inspect the site of work, and its environments and be well acquainted with the actual working, restrictions in campus area, security procedures for entry of men and material, prevalent conditions, position of materials and labour, General and Special Conditions of contract, Instructions to Tenderers, Drawing (if any) and Specifications, DSR and all other documents which form part of the agreement to be enlisted into.

3.42 In the event of a tender being submitted by a Partnership Firm the tender must be signed separately and legibly by each partner member of the Firm or in their absence a person holding the power of attorney on behalf of the Firm concerned. In the latter case, a copy of the power of attorney.

3.43 The successful tenderer shall submit additional Initial Performance security of 3% of Contract Value in case EMD was submitted. The EMD submitted in this case will also be converted to performance security. In case the Exemption has under MSME is given for EMD then 5 % of the contract value has to be submitted as performance security in form of DD/FDR/Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 15 days of award of work. A maximum Grace period of 3 Days will be given after levy of penalty equal to 1 % of performance security value per Day. If in case after 18 days of issue of LOI the Performance security is not deposited unless otherwise any extension had been granted by IIM Lucknow then the Work awarded/ LOI issued will be straightaway considered as Terminated. Similarly, Agreement on Rs 100 stamp paper will be required to be executed withing 15 days of issue of LOI and if the contractor fails to get the agreement done within 15 days unless otherwise any extension had been granted by IIM Lucknow then the Work awarded/ LOI issued will be straightaway considered as Terminated.

The performance security (3%+2%) shall be released after 90 days of satisfactory completion of contract which is 2 years or the extended period of contract or the completion date of last work awarded till the completion/ extended date whichever is last.

Head Admin

For Indian Institute of Management Lucknow(NC)



PART A

(TECHNICAL BID)



TENDER Declaration

I/We have read and examined the NOTICE Inviting Tender, schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for IIM Lucknow within the time specified, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing.

I/ We agree to keep the tendered rates valid till 120 days from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of Rs. 1,00,000/- is hereby Deposited at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money.

OR

I/We had submitted a self-attested copy of valid certificate as a proof of exemption from submission of Earnest money deposit.

If I/we fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period, I/we agree that the IIM Lucknow or its successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that IIM, Lucknow or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations/ additional/ extra items as may be ordered as per the provisions in the Contract.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid or non-submission of Performance security and not executing the Agreement within the specified period then I/We shall be debarred for participation in this re- tendering process of the work. In this case the work awarded/ LOI issued to me/ us will be considered as terminated.

I/ we undertake and agree that in case the work is terminated/ rescind by the Institute because of violation of any condition of this tender document and its Annexures/ contract then the Performance security and retention money available with the Institute will be forfeited by the Institute.

I/ We undertake that in such case of termination after award of work/ issue of LOI my/ our firm can be blacklisted for next two years.

That I/ we had read the complete Tender document and understood the scope of work and agree to all the conditions given in this entire Tender document.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the NOTICE of Department, then I /we shall be debarred from tendering in IIM, Lucknow in future forever. Also, if such a violation comes to the NOTICE of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature and Stamp of contractor/ Agency

Postal Address **



PROFILE AND DETAILS OF BIDDER

1. Name of Firm/ Company :
2. Name of owner :
3. Year and Type of Establishment :
4. Telephone number and Mobile no. and
5. email address for official communications :
6. Official Address of the firm for correspondence :
7. Annual turnover for last 05 years
(As per ITR filed)
Years ending 2025-26. :
8. Years of experience with Government/PSU :
9. No. of works completed in Five Years with value & Details of works :
 - (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
10. Firm/Company registration details Registered with
 - (a) Registration No.
 - (b) GST Number
 - (c) Income Tax No. (PAN)
 - (d) Labour License No.-
 - (e) P.F. No. (If applicable)
 - (e) E.S.I. No. (If applicable)
11. Establishment Details of the company :
(Proprietary/ Partnership/ Limited)
12. Local Address of Correspondence at Lucknow :

Certified that the above information is correct to the best of my knowledge. Further, my above firm and I/We have not been black listed / Disqualified/ debarred from any of the Government/ Semi Government/ PSUs or Any other agency.

Signature of the Bidder
Name of Bidder & Seal



DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

- Duly signed tender document.
- Proof of Payment of EMD: An MSME Certificate/ EMD in shape of demand draft/ FDR/ NEFT made to IIML amounting to Rs 1,00,000/- (Rupees One Lakh only) drawn in favour of Indian Institute of Management, Lucknow

To avail any kind of Exemption as per Govt. norms. Provide that in writing on firm/Vendor letter pad and certificate issued by govt. to avail the exemption like EMD, Experience etc. mention it here.

- PAN/ TAN/ GIR

- GST Registration details

- Experience certificates for the works completed during last 5 years ending last day of month previous to the one in which tenders are invited (i.e August 2026) clearly indicating the value of work, period of execution and satisfactory performance.

Signatory Authority Letter in case the Bid is signed by person other than proprietor/ partner/ Owner of the firm/ company

- Document for turnover during last 5 years i.e. 2025-26, 2024-25, 2023-24, 2022-23, 2021-22, along with Income Tax Returns. In case the bidder attaches Chartered Accountant certificate for certifying the Turnover then the Certificate being submitted should be carrying UDIN (Unique Document Identification Number) generated by ICAI (Institute of Chartered Accountants of India) else C.A. Certificate will not be considered.
- Authorization letter in the name of official submitting the bid, if any.
- Undertaking in the format prescribed above by the bidder that they have not backlisted by any office/ dept. Of Central/ State Government/ PSU/ IIM Lucknow/, No arbitration with IIM Lucknow and there is no criminal case.

(Signature of the bidder along with seal)

Note:-

- (a) All the documents must be signed by bidder/ authorized signatory.
- (b) Documents must be numbered.
- (c) Documents should be in sequence mentioned above.
- (d) If bidder is registered as MSME and claimed exemption from submission of tender document fee and EMD then relevant and valid document must be submitted.



GENERAL CONDITIONS OF THE CONTRACT

General conditions of the Contract are available at the IIM Lucknow web site and at Project Division Office. These conditions shall be the part of this contract. The successful Bidder shall be required to submit the signed hard copy of these General Terms and Conditions after issue of LOI and before starting of the work.

4.0 SPECIAL CONDITIONS OF THE CONTRACT

4.1 NAME OF WORK

Annual Maintenance Contract for CIVIL WORKS at IIM Campus
, Lucknow(Noida Campus)

4.2 OWNER

Indian Institute of Management, Lucknow-NC

4.3 ENGINEER/ENGINEER-IN-CHARGE

Executive Engineer, IIM or any person designated from time to time by owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

4.4 SCOPE OF WORK

This is a Civil maintenance contract for the Offices, Hostels, Residential houses, Common areas, recreation areas, Boundary wall etc. within the IIM Lucknow Campus. These buildings and structures are scattered inside the IIM Lucknow Campus which approx. 200 Acres in area.

The Type of raw material to be used has been specified in the BOQ. Different works shall be awarded through respective work orders along with the BOQ containing the required items of the price bid and their quantities after prior Approval of the competent Authority. The contractor shall be required to strictly adhere to the Quality control, CPWD Specification for CIVIL WORKS and complete the work up to the satisfaction of User department/ engineer in charge (as the case may be). Mainly there following type of works ie.:

- a) Repair and maintenance of plumbing issues such as replacement of Plumbing and sewerage lines.
- b) Dismantling and replacing the Sanitary wares, fittings etc. Water proofing plaster and other water proofing works to arrest the seepage in toilets. Seepage rectification works.
- c) Dismantling and replacement of Kitchen platform, sink, floor tiles, wall tiles, Brickwork, dismantling and replacement of other type of flooring, Brick coba work, Dismantling and redoing Brick work, R.C.C. works etc.
- d) Replacement of the Glasses, mirrors, jail, Door closer, Taps, plumbing items, hardware etc.
- e) Repair of Wooden/Aluminum, FRP, CPVC door, windows, Almirah etc.
- f) Pavement, road, fencing, boundary wall, breaches in boundary at various locations etc. repairs and other minor/ major civil repair and maintenance works which can arise.
- g) Complete new construction can also be given such as construction of Boundary wall, Drains, Trusses, M.S. Structures, Room, Flooring, Renovation of rooms, toilets, furniture, partitions etc. depending on the requirement of the institute. This type of work may also include few Interior, false ceiling, false walls etc. works also.
- h) Sometimes the quantum of work will be more, sometimes there will be less work, Hence the selected contractor should be ready to



work accordingly.

- i) This is a painting maintenance contract for the Offices, Hostels, Residential houses. Common areas, recreation areas, Boundary wall etc. within the IIM Lucknow Campus. These buildings and structures are scattered Inside the IIM Lucknow Campus which approx. 200 Acres in area.
- j) The Type of paints to be used has been specified in the BOQ. Different works shall be awarded through respective work orders along with the BOQ containing the required Items of the price bid and their quantities after prior Approval of the competent Authority. The contractor shall be required to strictly adhere to the Quality control, CPWD Specification for painting works and provide the painting finish up to the satisfaction of User department/ engineer in charge (as the case may be).
- k) Mainly there shall be two type of works le
- l) Complete painting of the old walls and ceilings.
- m) Touchup/repair/partial painting of the walls and ceiling's.
- n) The contractor is required to prepare the surface property by scrapping/ rubbing with sand paper to remove the grease/ oily/ chipped/ powdered/ peeling/ fungus/algae etc. Suitable Putty so as to adhere to the old painted/cemented surface shall be applied. The completed surface shall be again rubbed with sand paper so as to get a smooth and even surface. Then a suitable primer which can adhere to the putty/ old paint/ cement and the new paint (to be Applied) shall be applied in required no. of coats. Then the same shall be again rubbed to get the even and smooth surface and Then the Desired type of Paint to be applied in required no of Coats so as to get smooth even and uniform color finish over the wall. Each and every stage is required to be inspected by the concerned engineer/ officer and photographed before applying the other stage.
- o) The contractor shall have to execute the work in such place and conditions where other agencies will also be engaged for other works such as electrical work etc. No claim shall be entertained due to work being executed in the above circumstances. No coordination charges will be paid on this account.

The contractor is required to keep strong Quality control and get the work which shall be hidden inspected, measured and photographed by the concerned Engineer/ officer before covering it up. The contractor has to keep the photographs of works being executed including the pics of steps involved in the execution of the works. In case certain quality check is required in these steps involved then the contractor should get it done. The contractor shall have to execute the work in such place and conditions where other agencies will also be engaged for other works such as electrical work, Networking works etc. The contractor must coordinate with the other agency so that no dispute arises in relation to each other works. No claim shall be entertained due to work being executed in the above circumstances. No coordination charges will be paid on this account.

4.5 CONTRACT RATES

The contract rates are for work to be done in IIM Campus, Lucknow and shall be firm throughout the currency of the contract including the extended period, if any, and shall not be subjected to any escalation due to any reason whatsoever it may be.

No escalation claim shall be entertained for any statutory increase by the Local Authorities, State/Central Government during the contract period.

The quantities mentioned in the financial bid are tentative and can vary to any extent above or below. The rates quoted in tender and as accepted by the owner with or without modification shall hold good for any increase/ decrease in quantities. Any of the items may be deleted as per directions of owner/Engineer-in-Charge.

4.6 LEVY/TAXES PAYABLE BY CONTRACTOR

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 IIML shall not entertain any claim whatsoever in this respect. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities (If Applicable as per the Applicable law of land). 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 IIM, Lucknow and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Conditions for reimbursement/ recovery of levy/taxes if levied after receipt of Tenders

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.

All rates shall be inclusive of GST.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/ document as the Engineer-in-Charge may require from time to time.

The contractor shall, within a period of 30 days of the imposition of any further tax or levy or cess, or variation or repeal of tax or levy or cess/ reduction of such taxes/ cess etc. shall give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto. Decision of the Director of the Institute in this regard to either compensate/ recover the changes in the rates of taxes/ levy of cess etc. as the case shall be final and binding to the Contractor.

Further, as per the current notification/ instructions of D.M. Lucknow, the contractors has to get his labors registered with Building and other construction workers welfare (BOCW) department as per the applicable condition of the BOCW department.

4.7 ESI & PF CODE:

The contractors are required to comply with the provisions of ESI & PF act as per applicability. The contractor shall be required to indemnify IIM for any liabilities arising on account of ESI & PF act.

4.8 The records / registers which Engineer- In- Charge considers necessary for monitoring the works & inspection by chief technical Examiner are to be maintained at site in co-ordination with Engineer-in- Charge and Agency.

4.9 COMMENCEMENT DATE

The date of commencement of work shall be 7 days from the date of issue of the Letter of Intent. The contractor shall have to submit Performance Guarantee as stipulated above within 15 days from the date of issue of Letter of Intent. P.G. if not submitted with max 18 days as mentioned in clause 3.44. Can be straight away terminated. Work order for the works awarded during the AMC period shall be issued for separate works with the completion date/period stipulated. The contractor is required to start the work within 3 days of issue date of the work order and the work shall be completed within the stipulated time frame. Any work not completed by the contractor/ executed in inferior quality/ unnecessary held up/ disrupted because of any irregularity whatsoever then Engineer In charge/ Competent authority of IIM Lucknow upon serving a 7 days' notice can either terminate the Work order or get the work done by other agency at the risk and cost of contractor and the Contractor will have no claim for compensation in this regard. For execution of work at the risk and cost, first the respective L3, L4 etc. bidders will be asked to work on L1 rates. In case they refuses then IIML can take quotations/ do limited tender among L3, L4 etc. (empaneled agencies) in order to get the work completed in time. If such practice is continued more than 3 times within the contract period by the Contractor then the complete AMC work can be terminated by the Institute and the contractor will be debarred for further bidding with the institute for next 2 years. The scope of work may be increased on similar other



buildings, subject to the performance of awarded work. Contractor will maintain a work force at IIML so as to start the ordered work within 24 hours of ordering or as specified while ordering. One person will always available at specified place to receive the order other than work force. Spare Material/ Machinery/ equipment's may be required to be stored by contractor within or outside the Campus to Start the work within 24 hours of ordering or as specified.

4.10 VARIATION IN QUANTITIES

The amount of Rs. 50.0 Lakhs per year is taken based on last contracts. **However, it may increase/ decrease 100%** as per the actual work requirements of Institute. No claim or compensation whatsoever shall be entertained in this regard.

4.11 AWARD OF WORK

The first five parties/contractors, based on the rates quoted (L1/L2/L3/L4/L5) will be empaneled with the Institute. However, as per the past practice and requirement for completing the respective works in limited period, the work can be split in between two or more parties and hence the Institute may award the work to two or more contractors (L1 and L2/ L3). In such cases, L2 will be asked for executing the work on L1 rates. If in case L2 disagrees to work on L1 rates then L3 will be given same offer and so on. Further, after the award of the contract to the eligible contractor(s), the remaining empaneled contractor(s) may also be requested to execute the work at the L-1 rates in case the awarded



contractor(s) fail to execute any particular assigned work or complete AMC work as a part or whole. If none of the empaneled contractor(s) agree to undertake the work, the same may be got executed at the risk and cost of the defaulting contractor, as per the terms and conditions of the contract. In such case/ in case Institute feels that the two AMC contractor cannot the work in time then the quotations/ limited Tender will be done amongst these empaneled contractors (L3,l4 etc.).

4.12 PERIOD OF CONTRACT

The period of contract shall be **Two Years** including all holidays, Saturdays & Sundays from the date of L.O.I. The contractor should inform in writing to renew the contract prior to four months of expiry of contract period if he intends to continue on same rates and conditions after completion of contract period. Decision of Director to allow or not allow for extension of the contract will be final and binding.

4.13 SITE SUPERVISION

Contractor will deploy one Diploma (Civil) Engineer having a minimum 2 years' experience of supervision in similar jobs, at site during the actual course of work and having adequate computer skill, CV's are to be attached with this tender document and approval of CV's are to be taken from the IIM before actual work starts at site.

His duties involve inspection of complaints/work, submitting proposal, accepting work order, direct supervision, measurement and submission of bills. The Bills will be checked by the Institute Engineer/ Joint measurement can be done as decided.

Since the work requires proper supervision and management of Labor and material mobilization etc. So, the Billing Engineer should be there with the contractor. Bill has to be prepared in the standard format of the institute by the billing Engineer without any additional charges.

Institute will not be responsible for any measurement not done and bill not submitted by the contractors. It may also be clarified that the institute has the rights to correct/ point out the mistake in the measurement / bills and the contractor has to make these corrections in the bill. Further, contractor has to ensure that the photographic evidence and/ or joint measurement of the items which will be covered are done before covering up that item. Contractor will intimate the concerned Engineer before covering up any such item.

b) PENALTY FOR NON-COMPLIANCE OF REQUIRED MANPOWER:

- i. Diploma holder with minimum Two years' experience: Rs. 20,000/- per month to the maximum value as decided by the Competent Authority.
- ii. Billing Engineer- Rs 20,000/- Per month.

4.14 OFFICE ACCOMODATION FOR CONTRACTOR'S STAFF

The Contractors shall at his cost provide, fit up and maintain in an approved portion office accommodation for his representative and Contractors staff, which offices shall be open at all reasonable hours to receive instructions, notices or communications and clear away on completion and make good all work disturbed. Charges @ 1% of the work done value shall be levied for occupying space/ store for keeping materials from each bill to the maximum Value as decided by the Competent Authority.

4.15 LIQUIDATED DAMAGES

Shall be 1% of the executed work/ total billed amount of the respective work order per week subject to the maximum of 10% of each order value.

4.16 RUNNING ACCOUNT BILL



The contractor shall prepare and submit the running account bills showing quantities supplied item wise in 2 copies. The bills shall be submitted within one week from the date of completion of work failing which the bills cannot be considered unless the reasons for delay or non-payment are specified. Measurement will be done only on the completion of the work. The contractor has to obtain the User certificate for satisfactory completion of the work as per the Institute's format before raising any Invoice.

4.17 SECURITY DEPOSIT

The successful tenderer shall submit additional Initial Performance security of 3% of Contract Value in case EMD was submitted. The EMD submitted in this case will also be converted to performance security. In case the Exemption under MSME is given for EMD then 5 % of the contract value has to be submitted as performance security in form of DD/ FDR/ Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 15 days of award of work. A maximum Grace period of 3 Days will be given after levy of penalty equal to 1 % of performance security value per Day. If in case after 18 days of issue of LOI, the Performance security is not deposited unless otherwise any extension had been granted by IIM Lucknow then the Work awarded/ LOI issued will be straightaway considered as Terminated.

Similarly Agreement on Rs 100 stamp paper will be required to be executed within 15 days of issue of LOI and if the contractor fails to get the agreement done within 15 days unless otherwise any extension had been granted by IIM Lucknow then the Work awarded/ LOI issued will be straightaway considered as Terminated.

The performance security (3%+2%) shall be released after 90 days of satisfactory completion of contract which is 2 years or the extended period of contract or the completion date of last work awarded till the completion/ extended date whichever is last.

Security deposit / Retention money 5% shall be deducted from each Running Account Bill of contractor. The Security deposit/ retention money shall be released after the satisfactory completion of defects liability period of the respective work. In general, which will be 6 months from the date of completion of respective works.

If successful tenderer fails to commence the work within 3 days from the date of issue of Work order, the Institute may reject the award of work and get the work done by engaging another agency at the risk and cost of the contractor.

4.18 TESTING OF MATERIALS

Samples of various materials required for testing shall be provided free of charge by the Contractor. Testing charges if any shall be borne by the contractor. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.

a) Regular mandatory test and any additional tests if required, shall be carried out in accordance with the procedure laid down in IS / as directed by Engineer-in-Charge by the contractor at his own cost.

b) The testing charges, including the cost of materials to be tested and all other incidental charges

such as carriage to the testing laboratory etc., shall be borne entirely by the Contractor and the quoted rates shall be deemed to be inclusive of the same.

c) The Contractor may specifically note that the testing shall be done in Govt. / Govt. (NABL) approved laboratory only.

4.19 INSPECTION AND TESTING

The owner or his authorized representatives shall have full power to inspect the work or examine the material.



Acceptance of any material shall in no way relieve the contractor of his responsibility for meeting the requirements of the specifications. The contractor shall afford and procure for the owner every facility and assistance to carry out such inspection/ tests. The cost of any special tests and/or analysis not called for in this specification shall be borne by the contractor.

The Contractor will use Raw materials as approved by Engineer-In-Charge IIM, Lucknow. And shall keep manufacturer Test certificate of the material used (wherever applicable)

All works generally conform to relevant I.S. Code. Any work that do not conform to the Applicable

I.S. code shall be redone at the cost of contractors.

4.20 LABOUR CAMP

The contractors at his own risk and cost shall establish the Labour Camps outside the site premises. No manpower of the contractor will be allowed to stay inside IIM Lucknow Premises. Contractor will have to make his own arrangement for staying/ accommodation for his manpower outside the complex. Nothing extra shall be payable on this account.

4.21 SAMPLES

Test Samples of raw material as per the Instruction of the Engineer In charge will be prepared by the contractors and same to be tested as per code of practice at the cost of contractor as directed by Engineer-In-Charge.

It shall be the responsibility of the contractor to submit samples of raw material to be used in the execution of the awarded work and any other items as decided by the owner. One such approved sample shall be kept with the owner and at site for future reference.

4.22 SUB-STANDARD MATERIALS

Any material rejected by the owner shall be removed from the site within 48 hours of issue of instructions to this effect by the owner. Failing this, the owner shall have to rights to get these removed at the cost of the contractor and the contractor shall have no claim whatsoever in this regard.

4.23 SPECIFICATION

Contractor shall perform work in accordance with the latest CPWD Specifications and as per the direction of the Engineer in charge.

4.24 DEFECT LIABILITY PERIOD

Six months for repair and 12 months for new works from the virtual date of completion of work and removal of hutments, materials, m a l w a etc. from site.

4.25 CORRESPONDENCE

All correspondence shall be addressed to:

The Head Admin
Room No-.1110, A1 Building
Indian Institute of Management, Noida Campus
Sector-62, Noida (U.P.)

4.26 JURISDICTION



he contract will be subject to the territorial jurisdiction of Courts in Lucknow alone.

4.27 The contractor shall indemnify and keep indemnified Indian Institute of Management, Lucknow against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

4.28 RULES FOR SAFETY AND LABOUR WELFARE

The Contractor shall comply with the safety and Labour Welfare Rules, as given hereunder and as per the Rules and Regulations framed by Local Authorities/ Statutory Bodies/ State/ Central Govt. from time to time. Contractor shall also follow instructions of the security of IIM Lucknow for entry and exit of its workers and movement restrictions.

4.29 SAFETY PRECAUTIONS

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stocked or placed as to cause danger or inconvenience to any person of the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may with the consent of the Contractor be paid to compromise any claim by any such person. All workers should wear Safety helmet, Safety Shoes, Fluorescent jacket and Safety Belt (If required) during the execution of the work.

NOTE: All scaffolds, ladders, First Aid Equipment's/ Machines and other safety devices mentioned

or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or

near places of work. Necessary warning sign boards in Red/White paint, with proper lighting arrangements for nights are to be provided by the Contractor at his cost, as approved by the Engineer-in-Charge at prominent locations. The arrangements for providing and maintaining all such safety and labor welfare measures etc., shall be done at the Contractor's own cost and expenses.

4.30 DISPUTE & ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or subject thereof or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations may be settled by referring the dispute to the Director, IIM Lucknow, who may appoint an Arbitrator who is unconnected with IIM to adjudicate the same. The proceedings will be governed by the provisions of the Arbitration & Conciliations Act, 1996. The place of arbitral proceedings will be Lucknow.

Other clauses of the agreement can be seen in the Office of Executive Engineer, IIM Lucknow. There shall be for termination, Arbitration, Force Majeure, Extension of time, Completion Certificate, Rules for Safety & Labour welfare, Labour laws etc.

4.31 No mobilization advance will be paid to the contractor.

4.32 If the altered/ additional or substituted work or any additional work required to be as per owner's requirement 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 hereafter provided for which there are no established rates in schedule of items and Delhi Schedule of rates., the same shall be payable as per the provision stated hereunder.



- a) If any extra item crops up during the work (Other than that given in the Work Order), the rate for such item shall be computed as per rates of CPWD/ DSR-2023 with the same percentage above or below as is quoted by the Contractor in the Price Bid).
- b) Rates for items where rate is not available in DSR-2023 shall be derived from the similar item of nearest DSR. If not available in the nearest DSR then in the nearest District Schedule of Rates issued by the Uttar Pradesh PWD department. If the item is not found in DSR and District Schedule of rates then the Rate from nearest available Schedule of rates of any Central/ Uttar Pradesh Government Department Shall be considered with whatever latest applicable Cost index of the department plus or minus (If any as per relevant Circular from the department) on the schedule of rates considered.
- c) If direct working out is not possible as mentioned in a) & b) above, the contractor shall be paid on the basis of actual cost of material and labor cost plus 15% towards profit, supervision, overheads establishment, plants, machinery etc. as decided by the Competent Authority.
- d) In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:
- (i) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (ii) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

4.33 TERMINATION OF CONTRACT:

The Contract can be terminated on any of the following conditions:

- a. Contractor is declared bankrupt and pays off the creditor.
- b. Contractor is insolvent.
- c. Contractor fails to abide by the obligations, conditions and instructions under this tender document/ contract/ Agreement.
- d. Contractor fails to perform the repair and maintenance works properly.
- e. On occurrence of more than 3 incidents of any of the following which have been notified to the contractor within the contract period:
 - i. Contractor fails for to start the work within stipulated period in work order due to which the institute has to get the work completed at the risk and cost of the contractor.
 - ii. Fails to complete the work within the stipulated date of completion of respective work order.
 - iii. Fails to mobilize the site as per the requirement despite of repeated requests by the institute for timely completion of the work as stipulated in respective work order and the contractor keeps on confronting with the Institute to avoid the execution of work at his risk and cost and ultimately results in delaying the respective work.
 - iv. Fails to execute the work as per quality requirements/ specifications/ uses substandard material.



- f. Suspends the work for more than 7 days and keeps it suspended even on notifying the contractor to execute the work.
- g. Contractor deny to execute any work awarded by the institute.
- h. In case more than 3 individual works had been executed by the Institute on the risk and cost of the contractor because of his failure to execute the work as per the respective work order conditions/ time lines/ specifications.

In case the complete Annual Maintenance contract is terminated then:

- a. Available performance security will be forfeited.
- b. Available Retention money and Payment for any unbilled completed work/ payable amount for the items of respective work which are completed but not billed will be withheld by the Institute for recovering the penalty/ risk and cost of any incomplete work/liabilities of the contractor. Any payable amount from these bills and retention money that remains after the adjustment of risk and cost of Agreement value balance/ penalty/ any other liabilities of the contractor will only be paid to him after submission of no claim certificate by the contractor.

Head Admin
For Indian Institute of Management Lucknow



5.0 OTHER CONDITIONS

- 5.1 All work shall be carried out as per CPWD latest detailed specification and as per direction of the Engineer-in-Charge.
- 5.2 The rate shall be including of cost of materials, labour, royalty, taxes if any and cartage up to site and loading/ unloading, labour etc. whatever required for proper completion of the work.
- 5.3 Sub-standard materials shall not be accepted and the Institute shall entertain no claim due to this loss of material and labour.
- 5.4 Where the work is found substandard the contractor shall be liable to rectify them to the satisfaction of Engineer-in-Charge by either rectifying or replacing.
- 5.5 The Institute will provide free water and electricity for the work from existing points only at different location nearest to work site. Necessary loose pipes and electric wire and plug etc. for extending the connection to the desired site has to be arranged by contractor themselves on their cost.
- 5.6 All signature in tender documents shall be dated as well as all the pages of all sections of tender document shall be initiated at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.
- 5.7 In case Institute is not satisfied with the performance of contractor, the Institute is empowered to get the work completed by other agency and debit the expenditure on contractor's account. No objection or claim, what so ever on this account will be entertained.
- 5.8 Ordering will be in a format which will be given by designated Engineer-in-Charge.
- 5.9 Maintaining of records has to be made by contractor as per direction of Engineer-in-Charge.
- 5.10 The generated Debris or wastage at work site have to be cleared by the contractor on same day from the work site and thrown out the site campus or designated place as per guidance of Engineer-in-Charge.
- 5.11 Charges @ 1% (and GST on 1 %) of the work done value shall be levied for occupying space/ store for keeping materials from each bill to the maximum value as decided by the Competent Authority.

Head Admin
Indian Institute of Management Lucknow



The approved make list are given below:-

Sl. No.	Material	Approved Makes / Brands
1	Ordinary Portland Cement (OPC 43/53 Grade), PPC	UltraTech, ACC, Ambuja Cement, Mycem, JK etc as approved by E-in-C.
2	Reinforcement Steel (TMT Fe-500D/550D)	Tata Tiscon, JSW Neosteel, SAIL, Jindal Panther, Shyam steel etc as approved by E-in-C.
3	Structural Steel	SAIL, Tata Steel, JSW Steel, etc as approved by E-in-C.
4	Bricks / Fly Ash Bricks	First Class Modular Bricks/Fly Ash Bricks conforming to relevant IS specifications from approved local manufacturers, as per specification of BOQ etc as approved by E-in-C.
5	Coarse Aggregate	Approved quarry source conforming to IS specifications
6	Fine Aggregate (Sand)	River sand/M-Sand conforming to IS specifications
7	Ready Mix Concrete (RMC)	etc as approved by E-in-C.
8	Ceramic/Vitrified Floor Tiles	Kajaria, Nitco etc as approved by E-in-C.
9	Granite/Marble	Quality item from reputed quarry/supplier etc as approved by E-in-C.
10	Tile Adhesive & Grout	Roff, Saint-Gobain Weber, Ultratech, Berger, JK etc as approved by E-in-C.
11	Waterproofing Compound	Dr. Fixit, Fosroc, Sika, Master Builders Solutions, FOSROC, etc as approved by E-in-C.
12	PVC Pipes & Fittings	Astral, Supreme, Prince Pipes, Finolex, Raksha
13	CPVC Pipes & Fittings	Astral, Supreme, Ashirvad, Prince, Finolex, Raksha
14	GI Pipes	Jindal, Tata Pipes, Apollo
15	Sanitary Ware	Jaquar, Kohler, Roca, Grohe etc as approved by E-in-C.
16	CP Fittings	Jaquar, Kohler, Roca, Grohe etc as approved by E-in-C.
17	Water Storage Tanks	Sintex, Vectus, Plasto etc as approved by E-in-C.
18	Flush Tanks/Cisterns	Jaquar, Kohler, Roca, Grohe etc as approved by E-in-C.
19	Aluminum Sections	Jindal Aluminum, Hindalco etc as approved by E-in-C.
20	Glass	Saint-Gobain, AIS, ModiGuard
21	Plywood	Greenply, CenturyPly, Kitply, Archidply, Sylvan etc or as approved make
22	Flush Doors	CenturyPly, Greenply, Kitply, Archidply, Sylvan etc as approved by E-in-C.
23	False Ceiling	Gyproc, Armstrong etc as approved by E-in-C.
24	Gypsum Boards	Gyproc, Armstrong etc as approved by E-in-C.
25	Construction Chemicals	Sika, Fosroc, Master Builders Solutions, Dr. Fixit etc as approved by E-in-C.

Approved Makes: The materials used shall conform to the relevant Indian Standards (IS Codes) and shall be procured only from the approved makes/brands specified above. The Engineer-in-Charge may approve any other equivalent make of equal or superior quality, subject to submission of technical literature, test certificates, and prior written approval before procurement. The contractor shall not use any material without such approval.



PART B

(FINANCIAL BID)



FINANCIAL BID

FOR ANNUAL MAINTENANCE CONTRACT OF CIVIL WORKS AT IIM LUCKNOW

The BOQ below is a Sample of Price Bid Which shall be available IN MS Excel Macros format on CPP so that the Bidders can understand the format of BOQ. The BOQ below shall not be filled in any case by the Bidders. Rates if found filled in the Technical Bid (Part A) then such bid shall be straight away rejected. However, the Bidders shall sign and stamp below:

Sl. No.	DSR NO. 2023	Description of Items	Qty.	Unit	Amount	Reference Rate
1.	All Items	All Civil works (Specifications mentioned in the DSR 2023 against the related items). Work orders (small/big) will be issued on day to day basis to the AMC contractor as per the requirement of the Institute.	Up to any extent	As per DSR 2023	Approximately 50.00 lacs for one year	As mentioned in DSR 2023 (+) % or (-) % In words:- (+)..... (-).....

Note: All the Rates are inclusive of GST, labour cess, P.F, ESI etc. whatever Tax/ Statutory payment, entry Taxes etc.

Signature with seal of the Contractor