



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

SHORT NOTICE E-TENDER

for

**COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT FOR REPAIR AND MAINTENANCE OF
KITCHEN CHIMNEY & ITS ASSOCIATED PARTS
INSTALLED IN CHANAKYA KITCHEN AT INDIAN
INSTITUTE OF MANAGEMENT LUCKNOW FOR
TWO YEARS**

Signature of Tenderer



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow-226013

SHORT NOTICE E-TENDER

NOTICE INVITING TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR REPAIR AND MAINTENANCE OF KITCHEN CHIMNEY & ITS ASSOCIATED PARTS INSTALLED IN CHANAKYA KITCHEN AT INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

To,

M/s

Sub.: NOTICE inviting short notice E-Tender for Comprehensive Annual Maintenance Contract for Repair and Maintenance of kitchen chimney and its associated parts installed in Chanakya Kitchen at Indian Institute of Management Lucknow

This is in reference to the advertisement published on the e-procurement & IIM Lucknow website NIT No.– IIML/PROJ/4530/2025 Date:12/11/2025 for Comprehensive Annual Maintenance Contract (CAMC) for Repair and Maintenance of kitchen chimney and its associated parts installed in Chanakya kitchen of Indian Institute of Management Lucknow, Prabandh Nagar, IIM Road, Lucknow-226013.

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

The price Bid has been prepared on percentage rate items for the overall work expenditure. So lowest cost quoted by any Bidder will be **considered as the Lowest Base Rate of the work**. Detailed qualification and work award criteria are stipulated below in this Tender Document.

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

Sd/-
DEAN (Infra)
For the Indian Institute of Management

Signature of Tenderer



1.0 Memorandum

Name of work	:	Comprehensive Annual Maintenance Contract (AMC) for Repair and Maintenance of kitchen chimney & its associated parts, installed in Chanakya Kitchen at Indian Institute of Management Lucknow for period of two years.
Earnest Money	:	Rs. 8,000/- (Rupees eight thousand only)
Tender Fee	:	Nil
Total Estimated Cost	:	Rs. 4,00,000/- (Rupees four lakhs only)
Period of Contract	:	02 years
Date of issue of tender document	:	11/11/2025
Date Pre-Bid Meeting	:	14/11/2025
Last Date for submission tender document	:	18/11/2025
Date of opening of Technical Bid Opening	:	19/11/2025
Date of opening of Financial Bid Opening	:	The date for the opening of the financial bid will be intimated to the technically qualified bidders through the e-procurement portal.
Starting of work	:	Periodic maintenance as per the issued LOI

Participating Tenderers are advised to visit the site before participating in the tendering process to see and clearly understand the Scope of work. Any request later for revising the rates/ scope of work/ specifications etc. on the grounds of misunderstanding by the contractor after the award of the work will not be accepted. The Technical and Financial bids should be uploaded only through the E-tendering process on CPP portal before the due date & time. If there is any query may contact on contact no. 0522-6696100

Sd/-

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For Indian Institute of Management Lucknow

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BRIEF INFORMATION ON SCOPE OF WORK AND TIME LINES.

1. Objective

The objective of this AMC is to ensure the proper functioning, cleanliness, hygiene, and operational safety of commercial chimneys, exhaust ducts, and exhaust motors installed at Chankaya kitchen area at Indian Institute of Management Lucknow. The selected vendor shall be responsible for regular preventive maintenance, deep cleaning, and emergency breakdown repairs during the contract period.

2. Coverage

The CAMC shall cover:

- Chimney hoods installed in kitchen areas.
- Exhaust ducts and pipelines connected to chimneys.
- Exhaust motors, blowers, and fans.
- Filters, meshes, and grease collectors.
- Control panels, switches, wiring connections, and related accessories.
- Structural and supporting frames of the exhaust systems.

All the above has to be cleaned/ overhauled and maintained and if any of the above part breaks down then the same had to be replaced by the contractor

3. Scope of Work

(a) Preventive Maintenance

The vendor shall perform preventive maintenance **once every quarter (minimum 4 times a year)** or as per the operational requirement. Each preventive maintenance activity shall include:

(i) Chimney and Hood Cleaning:

- Dismantling of accessible parts of the chimney hood.
- Removal of accumulated grease, oil, and soot deposits using non-corrosive, food-grade cleaning agents.
- Cleaning of internal and external surfaces of the hood.

(ii) Duct Cleaning:

- Cleaning of the entire duct line from hood to exhaust outlet using suitable mechanical or chemical methods.
- Removal of grease, carbon, and dust deposits.
- Inspection of duct joints and seals for leakage; resealing if necessary.

(iii) Motor and Blower Maintenance:

- Checking and cleaning of motor and blower assembly.
- Lubrication of moving parts and bearings.
- Tightening of bolts, nuts, and connections.
- Checking of fan blades for alignment, balance, and vibration.

(iv) Filter and Mesh Cleaning:

- Removal and thorough cleaning of all filters, meshes, and grease traps.
- Replacement of damaged or worn-out filters (spares to be billed separately, unless specified as included).

(v) Electrical System Check:

- Inspection of control panels, wiring, and switches.
- Checking of overload relays, fuses, and starters.
- Ensuring earthing continuity and insulation resistance.

(vi) Performance Testing:

- Running test after every cleaning and maintenance.
- Measurement of suction efficiency and airflow rate.
- Recording of motor current, voltage, and noise/vibration level.

(b) Breakdown and Corrective Maintenance

- Attend to any breakdown or malfunction within **24 hours of complaint registration**.
- Diagnose the fault and carry out necessary repair/replacement.
- Replace defective parts with genuine OEM or equivalent-quality spares.
- Ensure minimal downtime and restore normal operation promptly.

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(c) **Emergency Support**

- Provide emergency support during critical operational hours (e.g., kitchen service times).
- Maintain an on-call technician list for urgent assistance.

(d) **Documentation and Reporting**

- (i) Maintain a logbook/ register for all maintenance and cleaning activities, parts replacement etc. works done, duly signed by the authorized representative of the user department.
- (ii) Submit quarterly preventive maintenance reports including:
 - Details of work done.
 - Observations and recommendations.
 - List of replaced parts (if any).
- (iii) Maintain service history and compliance records.

4. **Tools, Equipment, and Consumables and working timings**

- Vendor shall use its own tools, ladders, blowers, cleaning agents, and PPE (gloves, masks, goggles, etc.).
- All cleaning materials shall be **non-corrosive, non-toxic, and eco-friendly**.
- The premises shall be cleaned and restored to original condition after each maintenance activity.
- The Contractor will execute the work as per the time given by the kitchen user (since, the kitchen is functional all around the year, the contractor has to work during the odd hours when there is no cooking). For this the contractor will have to coordinate with the Kitchen users.

5. **Safety and Compliance**

- Vendor must ensure all works are carried out as per **standard safety practices**.
- Staff must be trained and equipped with proper **Personal Protective Equipment (PPE)**.
- Waste and grease residues must be disposed of as per **local pollution and waste disposal norms**.

6. **Manpower Requirements**

- Vendor shall deploy adequately skilled and experienced technicians.
- Technicians must have prior experience in maintenance of commercial chimney and duct systems.
- At least one **supervisor/engineer** should oversee the activities and report to the client's representative.

7. **Spare Parts and Replacement**

- Replacement of major components (motors, blowers, ducts, Filters, fan, Fan blades etc. what so ever required to maintain the chimney) shall be on chargeable basis unless otherwise included in the contract. However, the repair and maintenance of cited items will be in the scope of bidder.
- Minor consumables (lubricants, bolts, gaskets, etc.) are deemed included in AMC cost.
- Only OEM-approved parts shall be used.

8. **Inspection and Acceptance**

- All work carried out under AMC shall be subject to inspection by the client's authorized personnel.
- Payment will be released only after satisfactory completion and verification of service reports.

9. **Frequency of Service**

<u>Activity</u>	<u>Frequency</u>	<u>Remarks</u>
Deep cleaning of chimneys and ducts	Quarterly	As per schedule approved by client
Motor and blower maintenance	Quarterly	Includes lubrication and testing
Filter/mesh cleaning	Quarterly	To ensure hygienic condition
Electrical checks	Quarterly	Comprehensive testing
Emergency/breakdown response	As per requirement	Within 24 hours

10. **Contract Duration**

The AMC shall be initially valid for **two year**, renewable upto two more years based on satisfactory performance and mutual agreement.

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Eligibility Criteria

a) **ANNUAL TURN OVER:**

Average annual financial turnover during any three years from the last 5 financial years in the repair and maintenance of kitchen chimney, ending 31st March 2025, of the previous financial year, should be at least **Rs. 10 Lakhs**. This Condition is Mandatory. The Bidder has to enclose documentary proof clearly indicating Turnover. In case the bidder attaches a Chartered Accountant certificate for certifying the Turnover, then the Certificate being submitted should carry UDIN (Unique Document Identification Number) generated by ICAI (Institute of Chartered Accountants of India).

b) The Bidder should have experience of working with any Government Organization/ PSU/ IIM/ IIT/ NIT/ Kitchen/ mess/ cafeteria or any reputed **Private Hotels (minimum three star)** or any Government Institution. This Condition is Mandatory. The bidders are requested to submit the proper experience certificate issued to the respective department.

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 from the last date of submission:

- FDR/ Demand Draft/ Bankers Cheque / Pay Order/ 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 the Bidder is taking relaxation in EMD) to be uploaded online along with the Technical bid and the original of EMD deposition proof should reach through speed post or email or courier to the address mentioned below so as to reach Latest by 12:00 Hrs on the last date of submission of tender.** However, the details of DD no. date etc. to be provided in the technical bid. In case needs exemption under MSME criteria then a valid MSME certificate is required to be uploaded on the e-procurement portal.
- Can be deposited in the below-mentioned Institute Bank Account and shared the UTR/
Transaction number and date of Transaction in the Technical bid and the copy of transaction receipt must be uploaded online on the 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 the 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.	07231450000294
IFSC Code	HDFC0000723
Name of Bank & Type of Account	HDFC/Savings

Exemption of MSME for Tender Fee will be as per the format available on CPP portal
This Condition is Mandatory

d) **Tender cost (Nil):**

The tender fee is exempted for this work.

e) **EXPERIENCE:**

Experience of executing the kitchen chimney cleaning/maintenance / CAMC work with any Central or State Government/ Public Sector/ Autonomous Institution/ reputed private hotels (minimum three star) . Experience during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following.

- i. **Three completed contracts of CAMC/maintenance/ cleaning of kitchen chimney works costing not less than Rs 1.6 lakhs/- each.**

OR

- ii. **Two completed contracts of CAMC/maintenance/ cleaning of kitchen chimney works costing not less than Rs 2.4 Lakhs each.**

OR

- ii. **One completed contract of CAMC/maintenance/ cleaning of kitchen chimney works costing not less than Rs 3.2 Lacs each.**

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This Condition is Mandatory

Notes:

(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 “Repair and maintenance/ **cleaning of** Kitchen chimney and its associated parts”.

f) Copy of PAN/ GIR No. Registration certificate issued by income tax Authority. This Condition is Mandatory.

g) Copy of Certificate of GST number. This Condition is Mandatory

h) Constitution & legal status of firm :(Proprietary/ Partnership/ Limited): If the Bidder is Pvt. Ltd. Company then the memorandum of Article and Association and Authorization of the person signing the Bid has to be submitted. This Condition is Mandatory.

i) Intending parties are required to submit an undertaking that their firms have never been debarred / blacklisted by any Government/ Public sector department. 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/ Autonomous Body/ IIM Lucknow in minimum last 5 years.
- 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.
- v) I/ We are aware that any false information provided herein will result in the rejection of my tender at any stage.

This Condition is Mandatory

j) 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 through registered post. This Condition is Mandatory.

k) The Bidder are also required to inform email address which is regularly checked by the bidder for communications. This Condition is Mandatory

l) Registration with IIM/ PWD or other Organization: If any available with the Bidder. This Condition is not Mandatory.

m) Valid Registration with Labor Dep't: If Applicable as per the applicable labor law. This Condition is not Mandatory.

n) Registration with P.F. and E.S.I. Departments (If applicable). This Condition is not Mandatory.

Note: b) Condition **l**, m & n 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 Bidder mentions that the Registration Labor/PF/ESI is Applicable, then he must mention the registration no. and attach scanned copy of his Registration. The Bidder will be responsible to cater for all the Applicable Labor Laws, Maintenance of registers etc.as per labor law.

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3.0 INSTRUCTIONS TO TENDERERS

- 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 at any stage of Bidding.
- 3.2** Tender Documents shall be duly filled & 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.
- 3.3** 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.
- 3.4** 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 – bonafied and cancelled and earnest money will be forfeited.
- 3.5** 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 estimate is however no guarantee and is merely given as rough guide. If the work costs more or less, Tenderers will have no claim on that account.
- 3.6** 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 rate given in the price bid format. The rate quoted by the tenderer shall be the total sum of material & labor at the IIM Lucknow campus, Lucknow **including of GST**.
The rates given in BOQ are just reference rates and are inclusive of GST component applicable as on date. So whatsoever percentage below or above quoted by bidder shall be inclusive of GST @ 18% as applicable for each and every item. **The reverse calculation of GST component 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. (please read the BOQ items thoroughly as some requirements as per the site had been added in the item specifications of the BOQ).
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.
- 3.7** If any discrepancy / misprint is Noticed in specification or BOQ or rates, 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 regards.
- 3.8** 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, 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

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quoted in words shall be considered as correct and necessary extension made.

c. 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.

d. In case there is discrepancy in between the unit/ rate/ rates of any/ some items stipulated in Financial bid and sample price bid enclosed with the Technical Bid, the same has to be brought to the Notice of the Engineer in charge and his decision will be final and binding to both the parties.

3.9 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.

3.10 The tender shall be opened & evaluated by the tender opening committee and the successful tenderer shall be informed. Decision of the Tender Opening Committee will be final and binding. Claim by any bidder consider/ reconsider the qualification of his or any other participant bidder after declaration of the Technically Qualified bids will be straightaway rejected.

Further, if it is found that any bidder is intentionally making false claims in order to either to get the award of the work or to get any other participant bidder disqualified then this bidder will be debarred permanently from bidding with IIM Lucknow.

3.11 If a n y of t h e 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.

3.12 The Director, Indian Institute of Management, Lucknow has reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.

3.13 The applicable taxes such as Income Tax, Labour Tax and GST on TDS will be deducted from each bill of the contractor.

3.14 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 vitiate 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.

3.15 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. In this case, the submitted EMD will be forfeit.

3.16 Any tenderer which propose any alterations to any of the conditions lay down or proposes any other conditions of any description whatsoever is liable to be rejected.

3.17 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 may become part of Performance Security Deposit as stipulated.

3.18 The drawing (if any) should be returned along with the tender documents with duly signed.

- a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents.
- b) Tenderers shall ensure that their tender is up loaded well in advance before the time and date stipulated in the tender notification/documents.

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- 3.19** 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.
- 3.20** 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.
- 3.21** 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 will not be eligible for bidding this tender.
- 3.22** 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.
- 3.23** 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 Price Bid in the prescribed format as given in part B of the Tender (financial bid).
- 3.24** The Tenderers shall download and sign the LETTER OF UNDERTAKING of the document and upload the same along with other documents.
- 3.25** 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.
- 3.26** 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..
- 3.27** 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.
- 3.28** 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.
- 3.29** These instructions to Tenderers shall be deemed to form an integral part of the contract to be entered for this work.
- 3.30 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. Rates are inclusive of GST.
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.
- 3.31** Where the tender schedule contains special 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

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smooth progress of all work.

- 3.32** 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.
- 3.33** 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.
- 3.34** At any time, even after award of contract also, if it will be found that the tenderers have 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.

3.35 PRECEDENCE FOR ACCEPTANCE:

If any contradiction / variance is observed in different components of the tender, the following precedence shall be observed:

- (i) Site instructions on the Site instruction Book shall precede over the Tender SHORT NOTICE and Instructions to Tenderers.
- (ii) Tender SHORT NOTICE and Instructions to Tenderers shall precede over Special condition.
- (iii) Special Conditions shall precede over General Conditions of Contract.

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.

- 3.36** 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.
- 3.37** Rate quoted to include:
- a) Working hours as per office timings, over Time, Late night and early morning working as per the working schedule given by the user.
 - b) Movement of men, material and stacking all as directed by the Engineer-in- Charge.
- 3.38** Before tendering the tenderers are advised to inspect the site of work and understand the actual conditions & working timings etc. 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 labor, 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.
- 3.39** 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 duly attested by a Gazette Officer must accompany the tender.
- 3.40** The successful tenderer shall submit additional Initial Performance security of 8% of Contract Value in case EMD was submitted. The EMD submitted (2%) in this case will also be converted to performance security. In case the Exemption has under MSME is given for EMD, then 10 % of the contract value has to be submitted as performance

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security in form of DD/FDR/Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow **within 5 days**

of award of work. A maximum Grace period **of 2 Days** will be given after levy of penalty equal to 1 % of performance security value per Day. If in case after **7** 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 7 days of issue of LOI and if the contractor fails to get the agreement done within 7 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 (8%+2% (EMD)=10 %) shall be released after 60 Days of satisfactory completion of contract which is two year or extended period of time whichever is last.

In case after award of work order/LOI, the contractor fails to submit the performance security and agreement and start the work within the specified time line stipulated in this tender document, the work award will be cancelled by default and further punitive action such as forfeiture of EMD, performance security and blacklisting/Debarring of bidder from further bidding for 2 years on CPPP portal will be taken.

The DEAN(Infra)

For Indian Institute of Management Lucknow

Signature of Tenderer



PART-A

(TECHNICAL BID)

Signature of Tenderer



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. **8,000/-** 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/ execute the Agreement 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 for 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 **

Signature of Tenderer



**PROFILE AND DETAILS OF
BIDDER**

(Required to be filled by the Bidder either handwritten or typed)

S.no.	Description	Details to be filled by the Bidder.
1.	Name of Firm/ Company	
2.	Name of owner	
3.	Year of Establishment	
4.	Telephone number, Mobile no., Email Address which are in current use.	
5.	Address of the firm (where Registered post can be sent)	
6.	Details of the EMD Deposited or Exemption for MSME Claimed:	
7.	Annual turnover for last 05 years (As per ITR filed). If The C.A. Certificate/ Audit statement is being attached as a proof of Turnover, then the same shall carry UDIN generated by ICAI.	
i	2020-21	
ii	2021-22	
iii	2022-23	
iv	2023-24	
v	2024-25	

Signature of Tenderer



8.	Experience: Details of the AMC work executed related to the cleaning/repair & maintenance of Kitchen chimney and its associates parts in last five years in Government organization, PSU, IIT/IIM/ State organizations/Autonomous bodies and reputed hotels (rating above three star).	
	No. of works completed in Five Years with value & Details of works	
i		
ii		
iii		
iv		
v		
10.	Firm/Company registration details of following:	
a	Registration No.	

Signature of Tenderer



b	GST Number	
c	Income Tax No. (PAN)	
d	Labour Liscence No. (if Applicable)	
e	P.F. No. (If applicable)	
f	E.S.I. No. (If applicable)	
g	Establishment Details of the company (Proprietary/ Partnership/ Limited)	
11.	Local Address of Correspondence at Lucknow (Where Registered post can be sent)	

Certified that the above information on 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

Signature of Tenderer



DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

- Duly signed and stamped tender document on each and every page.
- Proof of Payment of EMD: An MSME Certificate /EMD in shape of demand draft/ FDR/ NEFT made to IIML amounting to Rs 8000/- (Rupees eight thousand only) drawn in favor of Director Indian Institute of Management Lucknow.

To avail Exemption on EMD as per Govt. norms. Provide that in writing on firm/Vendor letter pad and certificate issued by govt. to avail the exemption like EMD and mention in the above format.

- PAN/ TAN/ GIR
- GST Registration details
- Experience certificates for the works completed in the last five years ending on 30-09-2025 clearly indicating the value of work, period of execution and satisfactory performance.
- Memorandum of Articles and Association in Case the Bidder is Pvt. Limited company.
- Signatory Authority Letter in case the Bid is signed by person other than proprietor/ partner/ Owner of the firm/ company
- Document to confirm the turnover during last 5 years ie. 2020-21,2021-22,2022-23,2023-24,2024-25 along with Income Tax Returns.
- 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/ 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.

Signature of Tenderer



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. The GCC are the part of the Agreement executed b/t the firm and the Institute.

Special Conditions of the Contract:

4.1 Name of the Work:

Comprehensive Annual maintenance contract for repair and maintenance of Kitchen chimney and its associated parts installed in Chanakya kitchen at Indian Institute of Management Lucknow for period of two years.

4.2 OWNER

Indian Institute of Management, Prabandh Nagar, IIM Road, Lucknow-226013.

4.3 ENGINEER/ENGINEER-IN-CHARGE

Executive Engineer, IIML 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

Detailed description of scope of work has been stipulated in the NIT above.

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.

4.6 CONTRACT PERIOD

Initially the contract will be for two years, further based on the performance, requirement and mutual agreement, the work may be further extended for next two more years.

No escalation claim shall be entertained for any statutory increase by the Local Authorities, State/Central Government during the contract period or delay not in the control of the Contractor or delay because of Force Majeure.

The quantities mentioned in the Financial bid are tentative. 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.

4.7 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 execution of work. If pursuant to or under any law, notification or order any royalty, cess or the like becomes

Signature of Tenderer



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

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. **Rates are Inclusive of GST.**

4.8 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.

- 4.9 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.

4.10 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 5 days from the date of issue of Letter of Intent. 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, Engineer In charge/ Competent authority of IIM Lucknow upon serving a 7 days' SHORT NOTICE shall be get work done by other agency at the risk and cost of contractor and the Contractor will have no claim for compensation in this regard.

4.11 VARIATION IN QUANTITIES

Quantities may increase/decrease 100% as per the actual work requirements of Institute. No claim or compensation what so ever shall be entertained in this regard.

4.12 AWARD OF WORK

Work will be awarded to L1 party.

If successful tenderer fails to commence the work within 10 days (because of fault on his part) from the date of issue of Letter of Intent, the Institute may reject the award of work and get the work done by engaging other agency.

4.13 PERIOD OF CONTRACT

Initially the period of contract will be for two year. Further extendable for two more years based on the performance and requirement of the Institute. The contract periods include all holidays, Saturdays & Sundays from the date of L.O.I.

The maintenance work will be done quarterly i.e. after each three months, 4 times in a year. Proper record to be maintain by the contractor.

Signature of Tenderer



4.14 **SITE SUPERVISION**

- a) Contractor will deploy one skilled technician having minimum 2 years experience in supervision of similar work jobs. The site coordinator/supervisor will be responsible for the preparation of proper service report duly signed by the user department.

4.15 **OFFICE ACCOMODATION FOR CONTRACTOR'S STAFF AND WORKERS:**

The Contractors shall at his own cost provide & arrange for the accommodation for the workers and staff involved in maintenance work. The Institute will not be responsible for providing any type of accommodation related services.

4.16 **LIQUIDATED DAMAGES**

If the Complaint is not attended within 24 hours or the required spare part is not replaced within 24 hrs or a justified time as decided by the competent authority (If the part is not available locally) then the penalty of 1 % per week with a maximum of 10 % of the total work order value can be levied on the contractor. Decision of the IIM Lucknow will be final and binding in such case.

4.17 **PAYMENT PROCESS/ RUNNING ACCOUNT BILL**

The work is defined to be done on quarterly basis. So, after completion of each quarter work, the contractor shall prepare and submit the bill for same time period in 2 copies along with the user department completion certificate. The payment will be done on quarterly basis, after receipt of satisfaction of the work from the user department.

Bidders are aware that the Bill processing to payment takes some time so any intentional/ unintentional delay in the work by the contractor because of delay in the payment will not be accepted and any claim for compensation because of delay in payment will not be entertained.

For processing the final Bill, the contractor has to obtain:

- The User verification certificate for satisfactory completion of the work.
- Submit the necessary manufacturer Test certificates, Guarantee/ warranty etc. (if any applicable)

4.18 **SECURITY DEPOSIT**

a) Performance Security:

The tender should be accompanying Earnest Money as stipulated in Instruction to tenderer. No interest will be payable on Earnest Money.

The E.M.D. of the successful bidder shall be converted to Performance Security Deposit

The successful tenderer shall also submit additional Initial Performance security of 8% of Contract Value (in case EMD had been deposited)/10 % (in case exemption for EMD is taken) in form of DD/ FDR/ Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 5 days of award of work. Performance security (EMD 2% + 8% of contract value) shall be released 60 days after satisfactory completion of CAMC Period.

b) Tax/ deduction:

The applicable Income tax, Labour Tax and GST on TDS will be deducted from the each processed bill.

4.19 **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.

Signature of Tenderer



- 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.
- d) The Institute may also engage Third Party Quality Assurance (TPQA) Agency. In such case the contractor is required to extend his full cooperation in the testing and inspection as desired by the TPQA.
- e) Any required rectification/ modification/ replacement/ re-execution required in case of defect/ poor quality pointed out by the TPQA/ Engineer in charge has to be done by the contractor at his own cost without any claim for compensation.

4.20 **INSPECTION AND TESTING**

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

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.

The contractor is required to 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.

4.21 **Security Procedure:**

For Security reasons the Contractor has to provide the details of Labour who will work such as Labor Name, Their photo Identity details along with the copy of each ID etc.to the engineer in charge. Copy of these documents will be submitted to Assistant Commandant Security at the main Gate. The Contractor has to follow the Institute's SOP as is maintained at the main gate for the entry and exit of any material, manpower, machinery etc.

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, as per the specification of material mentioned and as per the direction of the Engineer in charge.

Only the material of Approved make and manufacturer shall be used as is stipulated at the end of this Technical Bid.

4.24 **CORRESPONDENCE**

All correspondence shall be addressed to:
The Chief Administrative Office
Indian Institute of Management
Prabandh Nagar, IIM Road,
Lucknow – 226013 (U.P.)

4.25 **JURISDICTION**

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

- 4.26 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.

Signature of Tenderer



4.27 **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.

4.28 **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 labour welfare measures, Registers etc., shall be done at the Contractor's own cost and expenses.

4.29 **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 30 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.

4.30 Advance: No mobilization advance will be paid to the contractor.

4.31 Escalation; No cost escalation shall be paid in any case because of increase of the cost of raw material or delay in the work because of any reason.

4.32 Altered/ Additional/ substituted work: If the altered/additional or substituted work or any additional work required to be as per Institute'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 Percentage Rate from nearest available Schedule of rates of any Central/ Uttar Pradesh Government Department Shall be considered with whatever applicable Cost index plus or minus (If any as per relevant Circular from the department) on the schedule of rates considered.

Signature of Tenderer



- 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 plus cartage, T & P etc. cost plus 15% towards profit, supervision, overheads establishment etc. and applicable taxes 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 item s 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 submitted).

4.33 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.

4.34 **a) For Site:** The Institute will provide free water and electricity for the work from existing point only for site works. The material such as for the Necessary loose pipes and electric wire and plug, sockets etc., to be arranged by contractor themselves on their cost.

4.36 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, risk and cost on contractor's account. No objection or claim, what so ever on this account will be entertained.

4.37 Maintaining of records has to be made by contractor as per direction of Engineer-in-Charge.

4.38 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.

4.39 Default of Contractor:

If the contractor fails to maintain progress and quality of work proportionate to time period allotted for the work in spite of notices or complete the work within the stipulated time period or the extended time period, then the IIM shall have the right:

i. Delay in Change of spare parts:

If there is any extra ordinary delay in replacement of any part and the contractor fails to replace the part even after notifying to replace the part within the specified time, then the part can be replacing on the risk and cost of the contractor and the contractor will have no claim on such part replaced.

ii. To determine the contract: In this event, the contract shall be terminated by giving written notice to the contractor and the unfinished works shall be got completed by other agency at the risk and cost of the contractor. If the contract is terminated due to poor performance or non-performance or reason of bidder's convenience the security money would be forfeited. If any loss of property occurs due to negligence of the party, the amount of loss of property decided by the competent authority would be deducted from the running bill along with the forfeited of Performance Security.

Signature of Tenderer



- iii. **Without determining the contract:** In this event, the remaining works shall be got executed through a fresh contractor in which case the contractor shall not have any objection or claim on this account.
- iv. **Before determining the contract:** In this event, if the IIM finds that the defaults of the contractor can be rectified, then an opportunity shall be given to the same contractor to rectify the defects/defaults in the specified time.
- v. **Termination of contract for death:** If the contractor is an individual of a proprietary firm and proprietor of the firm dies and if the contractor is Attorney of partnership firm and dies, then the IIM has the right to terminate the contract unless and until the IIM is satisfied that the surviving partners are capable of executing and completing the remaining contract. In case of termination of contract, the legal representatives of the deceased contractor are not entitled for any compensation or claim. Also, the IIM shall not levy any penalty against the damage caused by incomplete work.
- vi. **Termination of Contract in part or in full for the contractor's default:** If the contractor fails to execute the work in the manner described in the contract documents or if at any time, in the opinion of the IIML:
 - a. Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.
 - b. Stops the execution of works without giving prior information to the IIML.
 - c. Fails to carry out the works to the satisfaction of the Engineer-In-Charge, both with respect to quality and time schedule.
 - d. Fails to supply sufficient or suitable work, materials, and labour's etc.
 - e. Commits a breach of any of the provisions of the contract.
 - f. Abandons the work.
 - g. Becomes bankrupt during the continuance of the work. Whenever the IIM shall exercise his authority to cancel the contract under the above condition, the IIM shall be at liberty to hold and retain in their hands materials, tackles, machinery and stores of all kinds on site as they may think proper and may at any time sell any of the materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of contract as aforesaid. The IIM shall also be at liberty to use materials, tackle, machinery and other stores on the site of contractor as they think proper in completing the work and the contractor will be allowed the necessary credit. The value of materials and stores and amount of credit to be allowed for tackle and machinery belonging to contractor and used by IIM in completing work shall be assessed by the IIM and amount assessed shall be final and binding on the contractor. In case IIM completes or decides to complete the work under the provisions of this condition, the cost of completion to be taken into account in determining the excess cost to be charged to the contractor under the condition shall consist of the cost of materials purchased or required to be purchased, labour provided or required to be provided and taxes applicable.
 - h. The complaint should be attended within the 24 hours. If no action has been taken after serving the notices then penalty of 1 % per week with a maximum of 10 % of the total work order value can be levied on the contractor. After that the contract will be terminated and submitted performance security money will be forfeited. The final decision of the competent authority of IIM Lucknow will be bound to the contractor.

4.40 Availability of Spare parts:

The bidder/service providing agency is responsible for the providing the spare parts within time. The service provider is advised to keep the frequent used spare parts in stock to prevent any last minute situations.

Signature of Tenderer



PART- B

(FINANCIAL BID)

Signature of Tenderer



FINANCIAL BID

Annual Maintenance Contract for Repair and Maintenance of Kitchen Chimney and its associated parts installed in Chanakya Dining Hall at Indian Institute of Management Lucknow

(Rates are inclusive of GST)

S.no.	Work Description	Qty.	Rates (In Rs.)	Amount (In Rs.)
1	Comprehensive Annual Maintenance Contract for the servicing, cleaning and maintenance of the kitchen chimney and its associates parts installed in Chanakya dining kitchen at Indian Institute of Management Lucknow. The scope of work includes: 1. Proper cleaning of hood and chimney by physical or chemical agent. 2. Cleaning of duct after dismantling, with the help of appropriate cleaning agent. Without affecting the existing polish/paint of duct. 3. Cleaning and maintenance of motor assembly 4. Cleaning of filters and mess 5. Electrical switchgear maintenance and proper operation. 6. Replacement of any defective part which can be any motor/ filter/ Fan blade/ hood mounting etc. what soever required to maintain the chimney system including the wiring, Electrical panel/ breaker etc.	1 Job	4,00,000.00	4,00,000.00
			Total (In Rs.)	4,00,000.00

(Rupees four lakhs only)

Note: The above estimated rates are for two years. However, the service will be done quarterly and accordingly payment will be released.

Signature of Tenderer



Site Photographs:



Signature of Tenderer



Signature of Tenderer



Signature of Tenderer