



**“NOTICE INVITING E-TENDER FOR RENOVATION WORK OF
COMMON WASHROOMS (10 NOS) IN EXECUTIVE HOSTEL (IPMX) AT
IIM-LUCKNOW, NOIDA CAMPUS”**



To,

M/s.

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**SUB.: NOTICE INVITING E-TENDER FOR RENOVATION WORK OF COMMOWASHROOMS
(10 NOS) IN EXECUTIVE HOSTEL (IPMX)**

Dear Sir,

This is in reference to renovation work of common washrooms (10 nos) at IIM Lucknow,
B-1, sector-62, Noida-201307. U.P.

NIT No. - IIMLNC /ESTATE/RENOVATION WORK/2022-15 Dated 16th September'2022
a free view NIT is available on Govt. E-Procurement portal i.e. <https://eprocure/epublish> and
on institutional website i.e. www.iiml.ac.in Interested vendors/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 document comprises of technical and financial bid may be downloaded
on acceptance of terms and conditions. The bid duly filled must be uploaded on E-Portal of
Govt. site i.e. <http://eprocure.gov.in> using Digital Signature before the last date and time of
submission as mentioned below. The credentials as listed below shall be uploaded on line

Sd/-
Head Admin
For Indian Institute of Management



**INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
B-1, Sector-62,
Noida-201307**

**E-TENDER NOTICE INVITING TENDER
IIMLNC/ESTATE/RENOVATION WORKS 2022- 15 Dated 16-09-2022**

**NOTICE INVITING E-TENDER FOR RENOVATION WORK OF COMMON WASHROOMS (10 NOS)
IN EXECUTIVE HOSTEL (IPMX) AT IIML NOIDA CAMPUS.**

Dear Sir,

Online items rate tender is invited from Civil works contractor/ Construction agency for the work of renovation of common washroom at IIM Lucknow, Noida Campus. Tenders are to be submitted on the bill of quantity provided in the tender on behalf of Director, IIM Lucknow. The general terms & conditions of service contract are also enclosed which has to be duly signed indicating acceptance by the tenderer.

Name of work	:	RENOVATION WORK OF COMMON WASHROOM (10 NOS) AT EXECUTIVE HOSTEL IIML-NOIDA CAMPUS
Earnest Money	:	Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand Only)
Total Estimated Cost	:	Rs. 85,87,940/- (Exclusive GST)
Period of Contract	:	Six month from the date of issue of LOI.
Date of issue of tender document	:	16.09.2022 (Friday)
Date Pre-Bid Meeting	:	27-09-2022 (Tuesday) 11:00 AM at Meeting Room- INDIAN INSTITUTE OF MANAGEMENT LUCKNOW,B-1, Sector-62,Noida-201307.U.P
Last Date for submission of tender document	:	07-10-2022 (Friday) up to 03:00 PM
Starting of work	:	Within 15 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 through E-tendering process only before the due date & time. If there is any query may contact on contact no. 0120-8532

For Indian Institute of Management
Lucknow Noida Campus



INSTRUCTION TO TENDERER

1. Tenderers must visit the site and see the means of access to the site, working terms and conditions, type and scope of work and acquaint themselves fully about the works to be carried out and all other factors governing the works before quoting his rate in Annexure: B. The Tenderer shall read the document carefully before filling it.
2. Indian Institute of Management, Lucknow, an autonomous body, set-up by the Ministry of Human Resource Development, Government of India having its office at IIML Noida Campus, Institutional Area B-1, Sector-62, Noida – 201307, Uttar Pradesh (India) invites offers in prescribed BOQ from reputed vendors/agencies with the specified specifications in prescribed Performa.
3. Bidder/Tenderer who has downloaded the tender from the Govt. site shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
4. Intending bidders/tenderers are advised to visit website eprocure.gov.in regularly till closing date of submission of tender for any Corrigendum/Addendum/Amendment.
5. Complete tender document is available on website <https://eprocure.gov.in> which can be downloaded. Beside this tender document is also available on the Institute website: www.iiml.ac.in The Tender which are uploaded by the bidders/tenderers without required supported documents as per tender notice, shall be rejected. The bidder incorporating additional Term & conditions are also liable to be rejected. Without submission of EMD/inadequate EMD shall be summarily rejected.
6. **Earnest Money Deposit of Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only) should be deposited (before the last date) in the below account details.**
 - Payee Name : INDIAN INSTITUTE OF MANAGEMENT LUCKNOW-NOIDA CAMPUS
 - Banker Name: AXIS BANK LTD.
 - Account Number : 022010100356060
 - IFSC Code :UTIB0000022
7. Scanned Copy of receipt of the deposited as EMD should be uploaded on www.eprocure.gov.in. The firm registered with NSIC/MSME should attach VALID document regarding exemption of EMD. Further in that case the firm may be exempted only from depositing only EMD but in case of awarding the contract/order the registered firm has to deposit 5% Performance Security deposit of the total contract value for the contract period plus 365 days.
8. Intending tenderers are advised to visit website eprocure.gov.in regularly till closing date of submission of tender for any Corrigendum/Addendum/Amendment.
9. All filled bids are to be uploaded on the above site <https://eprocure.gov.in> on or before above mentioned last date. Manual submission of bids shall not be accepted.
10. **Technical offers shall be opened first, if the tenderer fail to submit the EMD/Tender Fee/MSME Certificate before last date of submission of tender then their technical offer will not be Opened/Evaluated and technical offers will be evaluated by a committee based on technical evaluation criteria. The Financial offers from technically unqualified tenderers will not be opened and evaluated as per evaluation criteria.**



11. Financial offer shall be opened only for those tenders who are technically qualified.
12. Each page of the tender document must be signed by the authorized signatory of the tenderer.
13. Original tender document duly signed and filled up should be uploaded.
14. The tender not accompanied by complete document or duly filled in all respect shall be rejected.
15. All erasures, cuttings and alterations made must be attested by the authorized person while filling the tender document. Over-writing of figures is not permitted.
16. **Performance Security Deposit:** Successful Tenderer has to submit Performance Security deposit 5 % of total contract value within 15 days after issue of LOI with validity of minimum 365 days in form of DD/FDR from Nationalized/ Scheduled Bank. The Performance Security deposit shall be in the form of Cross Demand Draft/FDR Drawn on any nationalized scheduled Bank in favour of Indian Institute of Management, Lucknow payable at Noida. EMD of all unsuccessful tenderer shall be returned after finalization of contract. The Performance Security deposit and EMD of successful contractor shall be released after successful completion of work. No interest shall be paid on amount.
17. The rate quoted by the tenderer shall be the total sum of material & labour at the IIM Lucknow Noida Campus, Excluding of GST, and/or any other statutory Tax applicable.
18. If any discrepancy / misprint is noticed / specification or BOQ, it should be clarified from the Institute before quoting the rate.
19. Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
 - a. Where there is difference between rates in figures and the rates, quoted in words shall be considered as correct.
 - b. 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.
 - 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.



20. 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.
21. The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
22. 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 Noida Campus.
23. The Director, Indian Institute of Management, Lucknow reserves the right to reject any or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
24. **Retention Money:** 5% of the payable bill value will be retained from each bill as defect liability period & shall be released on the satisfactory completion of defect liability period. No interest shall be paid on amount.
25. Relaxation will be given as per Govt. norms for NSIC/MSME registered firm with respect to **EMD on submission of valid certificate.**
26. Uploaded document of successful tenderer will be verified with the original at the time of LOI / Agreement.
27. Tenderers are encouraged to perform due diligence and inform themselves fully about the scope of work.
28. Tenderers are advised to visit the Noida Campus and physically check the volume of work at work place before quoting the rates. No deviation of rates or new conditions of contract will be accepted after award of the work.
29. No support of man power, material (Tools/ Machinery etc.), cartage or transport etc. will be provided by the Institute. All these have to be arranged by the contractor at their own cost.
30. **Site Inspection:** Tenderer is requested to inspect the site before filling the Tender Documents. He/She must clarify all doubts regarding the nature of work, if any, before submission of the Tender Document. In this matter the Estate Officer, Estate Office could be contacted on telephone No. 0120-6678532, for the purpose and any assistance in this regard.
31. **Payments:** No advance payment will be made. The payment will be released only after satisfactory completion of complete work and verification by the Estate Officer.



METHOD OF TENDER EVALUATION

Tender will be evaluated in two step i.e. Technical Bid and Financial Bid. Only those firm/vendor who qualified in Technical Bid, their Financial Bid will be opened.

Contract shall be awarded to the firm (s) offering the lowest in overall total of the Price Bid.

Eligibility criteria for Bidders are as under: -

Eligibility criteria for Bidders are as under: -

- a) Bidders shall be a Sole Proprietor/ Partnership Firm /Company.
- b) Bidder must have GST registration certificate issued by competent authority and have registered office at NCR.
- c) Bidder must have PAN/ TAN/ GIR card.
- d) Bidders should have successfully completed similar works in Central or state Government//public sector undertakings/autonomous bodies during last three years ending on 31.03.2022 as per following: -
 - (a) Two similar completed works of not less than Rs.75 lakhs each
or
 - (b) One similar completed work of not less than Rs.95 LakhProof of experience certificate in the form of work completion certificate shall be submitted from the previous employer.
- e) Bidders must have achieved minimum average annual financial turnover of Rs. 10 Cr during the previous three year ending 31.03.2022 i.e. 2019-20, 2020-21 and 2021-22.
- f) The bidder should not be blacklisted by any office/ department of Central/ State Government/ Public Undertaking.
- g) Bidders must have a valid ISO 45001:2018 Certificate approved by NABCB, at least one year old.
- h) Bidders must have registered with NSIC 2008 for the same purpose (valid certificate required).
- i) The bidders must produce a solvency Certificate from his banker for an amount not less than AMOUNT OF THE CONTRACT FOR PERIOD FROM THE DATE OF AWARD OF CONTRACT TILL 31.03.2023.

Supporting document related to above criteria duly signed on each and every page shall be enclosed along with the Technical Bid (PART A) Annexure: A



PART A

(TECHNICAL BID)



PROFILE AND DETAILS OF BIDDER

1. Name of Firm/ Company:
2. Name of owner:
3. Year of Establishment:
4. Telephone number and Mobile no:
5. Address of the firm:
6. Annual turnover for last 03 years (As per ITR filed) Years 2019-20, 2020-21, & 2021-22.
7. Years of experience with Government:
8. Have you successfully completed similar works in Central or state Government//public sector undertakings/autonomous bodies during last three years ending on 31.03.2022 as per following: -
 - (a) Two similar completed works of not less than Rs.75 lakhs each
or
 - (b) One similar completed work of not less than Rs.95 Lakh
9. No. of works completed in last three 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) PAN No.



- A. Type of Company Formation-Sole Proprietor/ Partnership Firm /Company.
- B. Bidders must have achieved minimum average annual financial turnover of Rs. 10 Cr during the previous three year ending 31.03.2022 i.e. 2019-20, 2020-21 and 2021-22
- C. Are you blacklisted by any office/ department of Central/ State Government/ Public Undertaking?

UNDERTAKING/ BLACK LISTING

The Director
Indian Institute of Management Lucknow
Noida Campus
Plot B-1, Institutional Area,
Sector -62 Noida UP 201307.

Enquiry No.: - IIMLNC/ESTATE/RENOVATION WORK /2022-15, **Date:** -

Dear Sir,

This is to notify you that our Firm/Company/Organization-----
----- intends to submit a proposal for renovation work common washroom at IIM Lucknow
Noida Campus.

I/We have examined the terms & conditions of tender & specification. I/We undertake, if our bid is accepted, I/we execute the renovation work common washroom at IIM Lucknow Noida Campus in conformity with the terms & conditions & specifications of this Tender document.

I/we declare that our Firm/Company/Organization does not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. I/We are not blacklisted by any Central/State Government/agency of Central/State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Date:

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

1. Duly signed tender document.
2. Proof of Payment of EMD: An MSME Certificate /EMD in shape of demand draft/FDR etc.
3. PAN No.
4. GST Registration details
5. Experience certificates for the works completed in the last three years ending on 31.03.2022 clearly indicating the value of work, period of execution and satisfactory performance.
6. Signatory Authority Letter in case the Bid is signed by person other than proprietor/ partner/ Owner of the firm/ company.
7. Document for turnover during last 3 years i.e.
2019, 20, 2020-21 & 2021-22 with Income Tax Returns.
8. Authorization letter in the name of official submitting the bid, if any.
9. Undertaking by the bidder that they have not backlisted by any office/ dept. Of Central/ State Government/ PSU etc.

(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 EMD, relevant document must be submitted.



DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- (i) **'IIM'** shall mean Indian Institute of Management Lucknow-Noida Campus and shall include their successors and assigns, as well as their authorized representatives.
- (ii) **'ENGINEER-IN-CHARGE'** shall mean the engineer appointed by the IIM to supervise all activities of the project.
- (iii) **'TENDERER'** shall mean the company / agency who quote against the tender enquiry for undertaking the work.
- (iv) **'CONTRACTOR'** shall mean the successful tenderer whose tender has been accepted by the IIM and to whom the order is placed by the IIM Lucknow, Noida Campus and shall include his heirs, legal representatives, successors etc.
- (v) **'PERMANENT WORKS'** shall mean all the works included in the schedule of quantities and shall also include additions, alterations etc. communicated in writing.
- (vi) **'SITE'**, shall mean the IIM Lucknow-Noida Campus where the project is to be executed.
- (vii) **'PROJECT'** shall mean entire work specified in the contract documents inclusive of extra items/extra quantities (if any) executed during the contract period.
- (viii) **'ACCEPTANCE LETTER'**, shall mean written consent by a letter of IIM Lucknow, Noida Campus to the tenderer intimating him that his tender has been accepted.
- (ix) **'CONTRACT'** shall mean the articles of Contract Agreement. The conditions of contract, schedule of quantities, specifications, attached and duly signed by the IIM Lucknow, Noida Campus and the Contractor.
- (x) **'DATE OF CONTRACT'** shall mean the date on which the IIM Lucknow, Noida Campus has issued acceptance letter.
- (xi) **'CONTRACT PERIOD'** shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- (xii) **'EMD'** shall mean Earnest Money Deposit. The Owner takes this amount to check the earnestness/seriousness of the tenderers in case they are selected as winners. The EMD amount the tenderer has to pay along with the bid response. It is one of the most important document/instrument which a tenderer is supposed to submit along with other documents.



SCOPE OF WORK

The scope of work includes work of renovation of common washroom IIM Lucknow, Noida Campus. Following work shall have to be carried out by the contractor in the prices / rates offered by him:

- A. The work includes renovation of common washroom as per the items indicated in the BOQ requirement / Relevant I.S./ to the satisfaction of the Engineer In charge including Providing & Fixing, dismantling etc. whatever required to complete the work in all aspect.
- B. The rates Quoted includes all material, Labor costs, Transportation loading, storage, unloading cost whatsoever involved in completion of the work in all aspect.
- C. The work should be completed to the satisfaction of the Estate Officer.
- D. Receiving of satisfactory completion of respective work as per the Institute format must be obtained by the Contractor before making any claim for such work.
- E. Defect liability period is **One year** from the date of completion of all the works stipulated in BOQ/ price bid. Any defect arising in respect to the works shall be rectified by the contractor at his own cost without any claim for labour, material, transportation cost whatsoever.
- F. Contractor shall maintain proper housekeeping during the works and should remove all the debris/waste/damaged/ un used material after completion of respective work.
- G. All the material used/make as per BOQ or as instructed by the Engineer Incharge.
- H. All the Debris/ Malba etc. left after completion of the work shall be disposed off at the Location decided by the Engineer Incharge.



GENERAL TERMS AND CONDITIONS

1.1 Directive to Contractor

1.1.1 Interpretation of Contract Documents:

- (i) All the documents forming part of the contract are to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be brought to the notice of the IIM Lucknow, Noida Campus. The decision of the IIM Lucknow shall be final and binding. The contractor shall execute the work accordingly.
- (ii) The contractor shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.
- (iii) The contractor shall visit the project site before Quoting so as to study the site conditions and exact requirement means of access to the site and other factors governing the works.

1.1.2 Period of Contract:

Time is the essence of the Contract. The time period for completion of **renovation of common washroom (10 nos) at IIM Lucknow, Noida Campus** shall be **6 months** from the date of issue of LOI (Letter of Intent).

1.1.3 Extension of Time for Delay in work execution due to reasons beyond contractor control:

In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the Director of the Institute shall, if justified, give a fair and reasonable extension of time and reschedule the period for completion of work. Such extension of time or rescheduling of milestone/ shall be without prejudice to any other right or remedy of the parties in contract or in law. The contractor is required to bring to the notice of Engineer In charge in writing the start and end of such Hindrance. The Contractor will be required to submit proper delay analysis (indication the Start and End of Such hindrance as per the standard format).

Force Majeure:

If the execution of work is delayed due to force majeure, then IIM Lucknow, Noida Campus as per the affected period may extend the time period.

1.1.4 No Sub-Contractor Clause:

Contractor will perform the work in accordance with the terms of this Agreement. Contractor will generally not subcontract any other individual or entity or agent, for the work under this Agreement. However, if there is requirement the contractor may sub- contract by written consent of The Director IIM, Lucknow.



1.1.5 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 extended time period, then the IIM Lucknow, Noida Campus shall have the right:

- (i) **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 labour's engaged by IIM Lucknow, Noida Campus or through other agency at the risk and cost of the contractor.
- (ii) **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.
- (iii) **Before determining the contract:** In this event, if the IIM Lucknow 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.
- (iv) **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 Lucknow has the right to terminate the contract unless and until the IIM Lucknow 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 Lucknow shall not levy any penalty against the damage caused by incomplete work.
- (v) **Termination of Contract in part or in full for 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 IIM Lucknow, Noida Campus.
- (vi) Becomes bankrupt during the continuance of the work. Whenever the employer shall exercise his authority to cancel the contract under the above condition, the employer 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 employer 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 employer in completing work shall be assessed by the IIM Lucknow and amount assessed shall be final and binding on the contractor. In case employer 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.

1.1.6 Variation in scope of works:

- (i) Variation in quantity: The IIM Lucknow has the right to increase or decrease the quantity of work or delete / add certain items of work in consultation with Engineer in charge. However, such changes shall not entitle the contractor for any compensation, claim regarding the change in scope of work.

1.1.7 Staff and Workers:

The technical staff employed by the contractor shall be responsible for the quality and workmanship of the work as per the satisfaction of the IIM Lucknow. The contractor's supervisory staff should follow the instructions given by the IIM or his authorized representative. If any of the contractor's staff members is incapable or in-experienced, in the opinion of the IIM, then he should be removed immediately and the contractor should do suitable substitution. If the workers or the supervision staff of the contractor are involved in riotous or illegal activities to such an extent that it becomes necessary to hand over the matter to the police then the contractor would be solely responsible for the case and all the expenses incurred in the legal proceedings shall be borne by the contractor.

1.1.8 Maintenance of the site

Contractor should keep his working site clean and the materials brought for work shall be kept in a properly stacked/stored way. The work site should be swiped at the end of each day after removal of debris/left over materials at the identified site by IIM. The contractor has to take care so as not to spoil or damage other contractor's / IIMs job / material.

1.1.9 Dispute & Arbitration:

- (i) All disputes or differences whatsoever arising between the parties out of or relating to this contract other specifications and quality of work, quality of materials used for the work, construction, meaning and operation or effect of the work or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of the negotiation shall be settle by mutually referring the dispute to a sole Arbitrator and the award passed by him shall be final and binding on the parties. Selection of arbitrator shall be made by mutual consent. The cost of arbitration shall be divided equally. The proceedings will be governed by the provisions of the arbitration & Conciliation Act, 1996. The place of arbitral proceedings will be Lucknow. The language of the arbitral proceedings shall be English
- (ii) By consent of Parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction.



- (iii) “Abandonment/incomplete work”, wherein it should be mentioned that apart from the forfeiture of security the incomplete work shall be got completed from some other agency and the costs thereof be recovered from the contractor.
- (iv) The service of notice will be given by e-mail, courier, speed post or registered post be added and the address for service of notice be specified both for IIM and contractor.

1.1.10 Escalation:

The rates quoted by the contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

1.2 Execution of Work

1.2.1 General:

All the works shall be executed in accordance with the specifications and instructions approved by the IIM as mentioned in the contract document.

Any damage done by the Contractor to the surrounding structure/ furniture/ items during the execution of the work shall have to be fixed and repaired by the contractor, at his own cost. In case of failure to do the same, the necessary cost for making/repairing the facility shall be recovered from the final bill of the contractor.

1.2.2 Inadequate / substandard works and materials:

- (i) If any material brought by the contractor is found unsuitable or of sub-standard quality after testing, then the contractor shall remove those faulty materials immediately from the site as per the instructions of the IIM Lucknow, Noida Campus.
- (ii) If any work executed by the contractor is found to be of bad workmanship, then the same is to be dismantled and re-executed by the contractor without claiming any extra payment or extension in time period.
- (iii) If any of all above 3 point repetition found by the contractor, then 0.01% of contract value will be deducted from the bill for each any such repetition.

1.2.3 Default of Contractor in compliance:

If the contractor or his authorized representative fails to follow the instructions given by the IIM regarding any of the works, then the same shall be got executed by other persons employed by the IIM and the expenses incurred shall be done by the contractor.

1.2.4 Discrepancies between instructions:

If any discrepancy occurs between the various instructions conveyed to contractor or his authorized representative or if any misunderstanding arises between the contractor’s staff and IIM’s staff, the contractor shall report the matter immediately to the IIM. The decisions of IIM shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.



1.2.5 Change in specifications and valuation of extra & deviated items:

If there is any variation in specification for any change in make of item, then it has got to be approved from the IIM Lucknow prior to installation or execution and the financial effect, plus or minus, or impact shall be incorporated accordingly by the IIM. If any of the items to be executed is not included in the schedule of quantities, then the contractor shall submit the rate analysis of the item specifying the actual landed cost on basis of prevailing rates of material, labour incidental charges and allowing 15% to cover overhead & profit. The contractor shall submit all necessary supporting documents in original to the IIM Lucknow.

The rates of such items shall be recommended and approved by the IIM Lucknow and shall be binding on the contractor. No escalation shall be considered till completion of the project.

1.2.6 Liabilities for defects and rectifications:

If it shall appear to the IIM that any work has been executed with imperfect or unskilled workman or with materials of any inferior description, or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the IIM or his representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charges and cost, and in the event of failure to do so within a period to be specified by the IIM or his demand aforesaid, the In-Charge may on expiry of notice period rectify or remove, re-execute the work at the risk of Contractor and the cost shall be recovered from the Contractor. The decision of the IIM as to any question arising under this clause shall be final and conclusive.

1.2.7 Period of defect & liability:

The defect & liability period of the work shall be One year from the date of completion of the work as certified by the IIM Lucknow and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs related to the items executed during the period of liability the same will be rectified by the contractor at his own expense to the satisfaction of the IIM. If the contractor fails to do so, then the IIM shall have the authority to get the work done by other means and the Expenditure incurred shall be recovered from the contractor.

1.2.8 Suspension of work:

The contractor shall suspend the progress of work on receipt of the written order from the IIM for any of the following reasons:

- (i) On account of any default on the part of the contractor. In this case the contractor shall be entitled for the extension of time, but the contractor shall have no claim for payment of compensation for re-execution of faulty works.
- (ii) For execution of the works for reasons other than the default of the contractor.
- (iii) For safety of the works

In case of suspension of work:

- a. The contractor shall during such suspension, properly protect and secure the works and carry out the instructions of the IIM.



- b. If the suspension is ordered for the reasons as stated above, the contractor shall be entitled for extension of time equal to the period of every such suspension but no compensation for damages etc. shall be admissible on account of suspension of work.

1.2.9 Possession Prior to completion:

The IIM shall have authority to take possession of any completed or partially completed works. Such possession shall not be deemed to be acceptance of any work completed in accordance with the contract. If such prior possession delays the progress of works then the adjustment in the time of completion shall be done accordingly. The decision of the Engineer-in-Charge regarding the extent of delay shall be final and binding.

1.2.10 Care of Works:

From the commencement to the completion of works, the contractor shall take full responsibility for the care of all works and in case any damage or loss occurs then the contractor shall repair and make good the same at his own cost so that on completion of the work, the same shall be in good order in every respect in accordance with the contract and to the satisfaction of the IIM.

1.2.11 Schedule of Rates:

- (i) The payments to be made to the contractor shall be as per the finalized rates in tender documents and the rates of extra items finalized from time to time.
- (ii) The rates finalized in the tender document shall remain firm till the completion of work including extension of time, if any.

1.2.12 Measurement:

The contractor's authorized representative shall take joint measurement of the items completed within 7 days in presence of the IIM's authorized representative and preparing the bills. If the contractor fails to send his representative, then the measurements taken by the IIM's shall be final and no claim shall be entertained in this regard as per the standard mode of measurement specified in relevant I.S. and in the absence of any such clause decision of the Engineer in charge will be final and Binding.

1.2.13 Mode of Measurement:

All measurements shall be in the metric system and in accordance with Indian Standard Specifications and in accordance with standard engineering practice. If the contractor has any objection regarding the measurements, then the contractor shall inform the IIM immediately. The decision given by the IIM shall be final and binding on the contractor.

1.2.14 Mobilization Advance:

No mobilization advance shall be paid.

1.2.15 Billing:

The contractor shall submit complete bill only after complete satisfaction of Engineer in charge (complete in all respect) within 7 Days.



1.2.16 Terms & Mode of Payment:

- (i) The payment due to the contractor shall be made only in Indian Currency by Crossed Account Payee Cheque or RTGS. In no case, will the IIM be responsible if the cheque is misled or miss-appropriated by the contractor or his representatives. The cheque shall be released only against submission of duly signed and revenue stamped receipt.
- (ii) The IIM reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. the IIM further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.
- (iii) Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit.
- (iv) 5% of the payable bill value will be retained from each bill as security deposit & shall be released after the defect liability period of One year. No interest shall be paid on security deposit amount.
- (v) **Tax Deduction:** All statutory deduction like Income Tax, Works Contract Tax, E.S.I., P.F or any other government-imposed liability shall be borne by the contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the contractor.
- (vi) **Contractor shall be responsible for any State Entry Tax, octria etc.** whatever applicable/ required to pay for Transportation of the Material to the Site.

1.2.17 Labour Laws:

- (i) Labour below the age of 18 years shall not be employed on the work.
- (ii) The contractor shall not pay less than what is specified by the law to labours engaged by him on the work.
- (iii) The contractor shall, at his own expenses, comply with all labour laws and the IIM shall not be responsible for any recovery/penalty imposed by the respective authorities for violating the labour laws.
- (iv) The contractor shall furnish to the IIM, the details of the workers employed on the works.
- (v) The contractor shall comply with the provisions of the existing rules and regulations relating to labour laws.
- (vi) The IIM shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1980, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, or if deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said regulations.

1.2.18 Minor/Fatal Accident on Duty:

The contractor is sole responsible for cases of minor/Fatal accident on duty. Institute has no role for any compensation to compensate the affected person.



1.3 Safety Code

1.3.1 Safety and Protection:

The contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the contractor should provide for;

- (i) Safety of personnel engaged in the construction.
- (ii) Protection and safety of works and materials during their progress.
- (iii) Sanitary and hygienic conditions of working and living for his workers, as required by the IIM.
- (iv) The contractor shall have to ensure availability and use of all desired safety gadgets like safety belts, helmets, goggles, hand gloves, gumboots etc.

1.3.2 Preservation of Peace:

The contractor shall take precautions to prevent any riotous or unlawful behavior by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

1.4 Details of Work Execution

- (i) The work shall be done in such a manner so as to clear work force availability for other agencies working at site.
- (ii) Finish of work shall be as per details given by IIM.
- (iii) In general the complete work is to be done as per Indian Standard and esthetical norms as specified and detailed in Tender.

1.5 Site

The site is located at IIM Lucknow, Noida Campus B-1, SECTOR-62, NOIDA-201307. UP. The contractor shall be responsible for accommodation of the manpower, the movement of his men, material and equipment at his own cost.

1.6 Electricity

Electrical power at one point to be provided by the IIM. The Contractor will be responsible for getting electrical connectivity including supplying of cables, connections, and other required items.

1.7 Contractor's Scope of Supply

All materials required for executing the jobs specified in the Bill of Quantities, inclusive of all tools, tackles, scaffolding, consumables and testing equipment's shall be procured and supplied by the contractor at his own cost except for any items specified as IIM supplied.

1.8 Recovery from the Contractor

- (i) If the contractor or his employees damage or destroy the property of the IIM, then the same shall be replaced / refunded by the contractor, otherwise the expenses may be recovered from his bill or security deposit.



- (ii) All compensation and recoveries to be made as per terms of the contract shall be deducted from the contractor's bill or security deposit.
- (iii) Forfeiture of Security Deposit: Whenever any claim against the contractor is to be recovered then the same may be made from the security deposit. If the contractor abandons the work or leaves the work incomplete, then the IIM has the right to forfeit the security deposit.

1.9 Clause for indemnify

The contractor shall fully indemnify and keep indemnified IIM against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against IIM in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by IIM in this behalf.

1.10 Liquidated damage charges

0.05% per day of contract value for delay up to 3 days. 0.10% per day of contract value for delay from 4-7 days and for delay beyond 15 days it will be maximum limit of 10% of the Ordered value.

1.11 Service of Notice

All notices, consents, approval or other communication required to be given or served hereunder by either party hereto to the other party shall be in writing, and in English or Hindi and shall be personally delivered to, left at, sent by registered post, email, courier, speed post or facsimile by either party to the other at the addresses mentioned here in below. Both parties agree that the facsimile transmission will not be used as a sole method for the communication of important notices such as any modification or termination.

(i) THE DIRECTOR

**INDIAN INSTITUTE OF
MANAGEMENT PRABANDH
NAGAR, IIM ROAD LUCKNOW-
226013**

(ii) Notice to the Tenderer at the Address mentioned in the Tender Document



Part- B

PRICE BID