



**(A) NOTICE INVITING E-TENDER FOR CAMC OF
SPLIT AIR-CONDITIONER, WINDOW AIR-
CONDITIONER, CASSATTE AIR-CONDITIONER,
AND DUCTED & PACKAGE AIR-CONDITIONER
FOR 05 YEARS AT IIM, LUCKNOW.**

**(B) NOTICE INVITING E-TENDER FOR CAMC OF
216HP VARIABLE REFRIGERANT FLOW (VRF) AT
IIM, LUCKNOW.**

E-TENDER NOTICE INVITING TENDER No. IIML/PROJ/TENDER/2020-21/4290 Date: 28-12-2020

To,

M/S _____

SUB.: (A) NOTICE INVITING E-TENDER FOR CAMC OF SPILT AIR-CONDITIONER, WINDOW AIR-CONDITIONER, CASSATTE AIR-CONDITIONER, AND DUCTED & PACKAGE AIR-CONDITIONER FOR 05 YEARS AT IIM, LUCKNOW.

(B) NOTICE INVITING E-TENDER FOR CAMC OF 216HP VARIABLE REFRIGERANT FLOW (VRF) AT IIM, LUCKNOW.

Dear Sir,

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow for CAMC of Split AC, Window AC, Cassette AC, and Ducted & Package AC for 05 years and for CAMC of 216HP Variable Refrigerant Flow (VRF) at IIM, Lucknow, Prabandh Nagar, Lucknow as per details attached. The Institute invites you to participate and send your offers for only PART-A, Only Part-B or for both as per the attached Notice inviting E-tender. Thus the bidder can bid for Part-A/Part-B or both. Evaluation of PART-A and PART-B shall be done separately.

E-Tenders are invited under two bid system (Technical and Financial) from reputed Companies. The complete Tender document containing General term and Conditions, pre-qualification requirements etc. are available on <http://eprocure.gov.inprocure/app> and our website <http://www.iiml.ac.in> for reference only. This amount is Non-refundable. Tender Fees is exempted for Bidder having MSME Certificate.

Reputed Companies may submit their Technical & Financial bids in the respective prescribed format with all the necessary documents online at <http://eprocure.gov.inprocure/app> on or before bid submission closing Date & Time.

Sd/-

Chief Administrative Officer
For Indian Institute of Management

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INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, Off Sitapur Road
Lucknow 226013

E-TENDER NOTICE INVITING TENDER

IIML/PROJ/TENDER/2020-21/4290 Date: 28-12-2020

(A) NOTICE INVITING E-TENDER FOR CAMC OF SPILIT AIR-CONDITIONER, WINDOW AIR-CONDITIONER, CASSATTE AIR-CONDITIONER, AND DUCTED & PACKAGE AIR-CONDITIONER FOR 05 YEARS AT IIM, LUCKNOW.

(B) NOTICE INVITING E-TENDER FOR CAMC OF 216HP VARIABLE REFRIGERANT FLOW (VRF) AT IIM, LUCKNOW.

Dear Sir,

E-Tenders are invited from reputed manufacturer/Authorized Dealer for CAMC of Split AC, Window AC, Cassette AC, and Ducted & Package AC for 05 years and for CAMC of 216HP Variable Refrigerant Flow (VRF) to submit their tender to quote your minimum rates on enclosed bill of quantity 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	:	CAMC of Split AC, Window AC, Cassette AC, and Ducted & Package AC for 05 years and for CAMC of 216HP Variable Refrigerant Flow (VRF)at IIM, Lucknow
Earnest Money	:	Rs. 1,70,000/- (Rupees One Lakh Seventy Thousand Only)
Total Estimated Cost for 05 years	:	Rs. 84,00,000/- (Inclusive of GST)
Total Estimated Cost for 01 years	:	Rs. 16,80,000/- (Inclusive of GST)
Period of Contract	:	15 Days
Date of issue of tender document	:	28/12/2020
Date Pre-Bid Meeting	:	11:00 AM of 07/01/2021 at Samadhan Building, IIM Lucknow
Late Date for submission tender document	:	18/01/2021 upto 3:00PM
Date of opening of Technical Bid Opening	:	19/01/2021 at 03:30 PM
Date of opening of Financial Bid Opening	:	Will be intimated later.
starting of work	:	Within 10 days of the Date of LOI

Tenderer are advice to visit the site and see the work before submitting the tender. **The Technical and Financial bids should be uploaded separately through E-tendering process only before the due date & time.**

Sd/ -

Chief Administrative Officer
For Indian Institute of Management Lucknow

TECHNICAL BID



ANNEXURE-1 SCOPE OF WORK

SCOPE WORK OF PART - A

1. Comprehensive Maintenance of all window AC, split AC, cassette AC, and Ducted & Package AC along with stabilizer are part of preventive and breakdown maintenance work.
2. List of all window AC, split AC, cassette AC, and Ducted & Package AC installation location along with capacity given in ANNEXURE-A & ANNEXURE-B.
3. All the preventive and breakdown maintenance work done should be recorded in service report and be deposited to IIM Lucknow.
4. In addition to breakdown maintenance, the agency shall carry out quarterly preventive maintenance of Air-Conditioners & submit the report to department accordingly.
5. The contractor shall arrange all the materials, labour etc. required for the work.
6. The contract includes electrical and electronic system components and accessories repair/ replacement of all faulty parts/ spares parts such as PCB, Magnetic switch, Transformer & other Electrical parts of ODU, IDU including electronic, electrical and microprocessor based controls and displays, remote controls, cables and wires etc. not limited to the same.
7. The contract includes Mechanical System components and accessories repair/ replacement of all faulty parts/ spares parts such as compressors, refrigerant circuits, drain lines, copper tubing along with insulation, fan motors, Strip Heater, Controls, Contactor, Relay, MCB, Fan Blade, Capacitor, Bearing, Shaft etc. not limited to the same.
8. Repair / Replacement of Stabilizers also part of comprehensive maintenance of AC.
9. Spares and consumables are to be used of manufacturers make or recommended makes. You have to obtain the concurrence of Engineer in charge before usage.
10. Special care and attention be given to ensure that no damage is done to the equipment in terms of: -
 - a) Avoiding leakage of refrigeration gas into the atmosphere through regular checkup and prevention.
 - b) Proper disposal of used wastes as per the company's procedures.
 - c) Usage of eco-friendly chemicals/cleaning agents for de-scaling/coil cleaning etc.
 - d) Compressors for AC Units shall be replaced with either Factory reconditioned or new compressors of the same make/equivalent in case of requirement.
 - f) In case, the insulation/ cladding is removed during breakdown / preventive maintenance works shall be reinstalled/repaired/ replaced immediately.
11. Following items are covered under the scope of contractor:
 - a) Various type/ size of indoor units complete with associated display, electronic cards and cordless/ corded remote controller & associated internal control/ power wiring/ cleaning of fitters, fan motor & any other associated work for proper & specified functioning of indoor units.
 - b) Refrigerant piping along with all joints etc. i/c detection/ repairing of leakage, pressure testing with nitrogen gas, vacuum purging, gas recharging/ topping i/c supply of refrigerant. The repair work shall be carried out in professional manner. This shall also include restoration of insulation after repair. Any other associated work for proper & specified functioning of air conditioning system. The scope also includes supply charging of refrigerant due to any unforeseen circumstances.
 - c) Condensate drains water pipe cleaning, detection/ repairing of pipes for any leakage etc. Any other associated work for proper functioning of drain water disposal system.
 - d.) All control & power wiring between indoor & outdoor units. Any other associated work for proper & specified functioning of air conditioning system.



- e) Any other item/ activities associated with proper functioning of comprehensive maintenance of complete air conditioning system deemed to have been included in the scope of work.
- f) Tools, tackles and measuring instruments: All the necessary Tools, Tackles and Measuring Instruments required during preventive Maintenance works/Breakdown Maintenance works/Overhauling works/While conducting tests are to be arranged from contractor's end as and when required at no extra cost.
- g) Various capacity outdoor units with associated compressor, supply/ filling of compressor oil etc., System electronic cards, IGBT, control/ power wiring, oil recovery system, heat exchanger, condenser motor fan, internal refrigeration circuit & any other associated work for proper & specified functioning of outdoor units.
12. All defects and deficiencies should be rectified promptly after lodging of complaint. The complaint can be lodged through telephonic message or through complaint register kept in the office of Engineer-in-charge or his authorized representative. For expeditious disposal of complaint, contractor will keep sufficient reserve of unit exchange spare quantity & item to be kept as unit spares shall be jointly decided with Engineer-in-charge. The contractor will furnish Telephone No. and his contact person to whom the complaint has to be lodged.

SCOPE OF WORK FOR PART-B

The scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for maintenance in proper way as per the maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Performa for recording the following minimum work schedule/parameters and show to the employer to ensure proper accomplishment of these tasks. All the damaged spare parts, consumables and non-consumables will be replaced with genuine parts of original manufacturer or approved make and quality after approved from concerned authority. The details of scope of work is as under:-

1. Maintenance of all filters, fans, diffusers, cooling coils, Refrigerant Gas make up etc.
2. Tightening of belts, foundation bolts of equipment, alignment of belt pulleys and couplings.
3. Examining indoor/outdoor units & operating linkage for smoothness.
4. To check the gland /seal, coupling of units.
5. To check the safety controls mechanical, Electrical/ Electronics and inter-locking of the various equipment's.
6. To check all piping/insulation/proper positioning/damage and rectifying the same where ever required.
7. Inspect/check entire line for leakage and rectification of leakage, if any. 19
8. To check and lubricant (if required) the bearing of the fans/motors and keep the proper record.
9. To check the foundation bolts of the units/motors and to take the necessary action if required.
10. Check the quantity of Air flow from various out lets in each room/ Area as per drawings and do adjustment of dampers etc. as and when required.
11. Check the performance of equipment of VRF plant for proper functioning.
12. Any other job required to be attended during course of Checking and to keep the plant in perfectly working conditions.
13. Checking / setting / rectification of all safety and automatic controls.



14. Complete Overhauling of indoor/outdoor units, FCU, Fans.
15. Maintenance of Fresh Air & Exhaust Air Fans and their Balancing, if required. Observe the operation of all the dampers and make necessary adjustment in linkage and blade orientation for proper operation.
16. Functional checks & calibration of all switches, thermostats, humidistat and other instruments rectification of the same if required.
17. Any other job required to be attended during course of checking / as per OEM and to keep the plant in perfectly working conditions.
18. Maintenance of all Electrical equipment Feeders, Panels, Bus Bars, Cubicles, Motors, Heaters, Circuit Breakers, Power Points, etc. pertaining to HVAC as per standard electrical maintenance practice and as directed by concerned maintenance engineer. The maintenance and repairing of motors, Software re installation (if required) etc. are also within the Vendor's scope of work.
19. The gas charging in VRF system will be executed by vendor, whenever required.



ANNEXURE-2 INSTRUCTION TO TENDERER

- (i) The Tenderer shall read the document carefully before filling it.
- (ii) Only manufacturer/Authorized Dealer of reputed brand should participate in the tender.
- (iii) Bidders are required to deposit an amount of Rs. 1,70,000/- (Rupees One Lakh Seventy Thousand only) towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. Those who are exempted from deposit of EMD shall upload the valid certificate in this regard. Bank

Account No.	07231450000294
Bank IFSC Code	HDFC0000723
Name of Bank & Type of Account	HDFC BANK/Saving

- (iv) Financial bid must be submitted as per the formats provided at the CPP portal for this tender.
- (v) Tender must be valid for a minimum period of 120 days from the date of opening.
- (vi) The tender should be submitted within due date.
- (vii) Technical offers shall be opened first, if the tenderer fail to upload the EMD/Tender Fee/MSME Certificate/document before last date of submission of tender than their technical offer will not be Opened/Evaluated. The technical offers will be evaluated by the selection committee based on technical evaluation criteria as per **Annexure-3** of this document. The Financial offers from technically unqualified tenderers as per evaluation criteria will not be opened.
- (viii) Financial offer shall be Filled/Upload in the standard format provided at CPP portal for this tender. Price/Rate shall not be quoted anywhere in technical Bid. If filled in rates etc. found with technical bid then the bid will be straight away rejected. Financial offer opened only for those tenders who are technically qualified as per evaluation criteria of **Annexure 3** of this tender document.
- (ix) The dates for opening financial offer will be communicated to the tenderers and tenderers are requested to be present at the time of opening the tenders. Authority letter is must if any person other than who has signed the tender document attends such event.



- (x) Each page of the tender document must signed by the authorized signatory of the tenderer.
- (xi) Original tender document duly signed and filled up should be uploaded. No document will be accepted through post/register post/courier etc. If any document receive from tenderer will be automatically disqualified in technical.
- (xii) Tenderer have any query may clarify before last date of tender submission. No query will be entertain after that.
- (xiii) The tender not accompanied by complete document or duly filled in all respect shall be rejected.
- (xiv) 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.
- (xv) Successful tenderers must visit the site and see the means of access to the site and specifications and acquaint themselves fully about the works to be carried out and all other factors governing the works before quoting his rate.
- (xvi) Tenderer has to submit Performance Security deposit 5% of total contract value within 10 days after issue of LOI with validity equivalent to total AMC years in form of DD/FDR from Nationalized Bank. EMD of unsuccessful tenderer shall be returned after finalization of contract. EMD of successful tenderer shall be returned only after deposit of Performance Security deposit. Performance Security deposit will be release after successful completion of AMC period. No interest shall be paid on amount.
- (xvii) The rate quoted by the tenderer shall be the total sum of material, labour, inclusive of any applicable Octroi tax like entry tax etc. at the IIM Lucknow campus, Lucknow Excluding of GST, GST will be paid extra as applicable.
- (xviii) If any discrepancy / misprint is noticed / specification or BOQ, it should be clarified from the Institute before quoting the rate.
- (xix) 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.



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- (xx) 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.
- (xxi) The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) Tenderer are required to execute the agreement in accordance with the approved Proforma on non-judicial Rs. 100 stamp paper of appropriate value within 7 days from the date of receipt of this Letter of Intent. The cost of non-judicial stamp paper is to be borne by tenderer.
- (xxv) Relaxation will be given as per Govt. norms for NSIC/MSME registered firm for EMD only.
- (xxvi) Successful tenderer uploaded document will be verified with the original at the time of LOI / Agreement.
- (xxvii) Bidding for Part-B is optional. The Institute may decide to give CAMC for 'PART-B' at a later date at its option since the current AMC of VRV will be expire in early-2022 at its option.
- (xxviii) If tenderer don't have register/ branch office in Lucknow. Tenderer have to submit self-declaration letter that they will deploy minimum 02 skilled person at IIML campus. Without any additional cost. Mention that in Annexure-3 Point-8.



ANNEXURE-3 TECHNICAL DETAILS OF BIDDER FOR PART-A & B

The technical offer submitted by the bidders will be evaluated based on the below credential criteria.

S.No.	Particulars	Credential Criteria of Firm
1	Name of the firm & Address	
2	Contact No. and Email-ID	
3	GST Registration No. of the firm/Agency (Enclose copy) :	
4	PAN No.	
5	Experience of the firm in similar field during the last three years, ending 31 st March of the previous financial year of providing such services.	
6	Average Annual Turnover during last 03 years ending 31 st march of the previous financial years should be at least 30% of the estimated cost	
7	Name of Brand of Authorized Service provider	
8	Address of registered / branch office of tenderer in Lucknow	
9	Details of EMD uploaded or MSME registration no. and year	

Tenderer should specifically mention the Part for which bidding (Please Tick):

PART-A TENDER FOR CAMC OF SPILIT AIR-CONDITIONER, WINDOW AIR-CONDITIONER, CASSATTE AIR-CONDITIONER, AND DUCTED & PACKAGE AIR-CONDITIONER FOR 05 YEARS AT IIM, LUCKNOW.	PART-B TENDER FOR CAMC OF 216HP VARIABLE REFRIGERANT FLOW (VRF) AT IIM, LUCKNOW	BOTH PART PART A + PART B
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The Technical Bid should contain the followings documents:-

- a) Photocopy of GST Number
- b) Photocopy of PAN Card
- c) Prospective vendors shall have well experienced in similar type of works with



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Central/State/PSU/Govt. Photocopy of Experience Certificate of similar field of the firm of during the last three years, ending 31st March of the previous financial year.

- d) Experience of having successfully completed works during the last three years, ending 31st March of the previous financial year.

Three similar completed works, each costing not less than the amount equal to 40% of estimated cost of tender each year,

Or

Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost of tender each year,

Or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost of tender each year.

- e) Photocopy of certificate issued by CA for Average Annual Turnover during last 03 years ending 31st march of the previous financial years should be at least 30% of the estimated cost.
- f) An EMD amounting to Rs. 1,70,000/- (Rupees One Lakh Seventy Thousand only) drawn in favor of Indian Institute of Management, Lucknow or MSME Certificate.
- g) The vendor should have facility of Service of reputed brand like Voltas/LG/Blue Star/Hitachi/Daikin/Mitsubishi and should be an authorized service provider for any of the above make. (Certificates required).
- h) The company / firm should have its registered / branch office in Lucknow.

Note: - Please submit the technical evaluation document according to the part applying for.

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
3. I / We agree that the decision of Indian Institute of Management Lucknow in selection of contractor will be final and binding to me / us.
4. I / We have read the instructions and I / we understand that if any false information is detected at a later date the tender shall be cancelled at the discretion of the Company and liable for any action, as deem fit by the Indian Institute of Management Lucknow.
5. For condition of office point '8' of technical detail. Please refer to condition xxviii of "INSTURCTION TO TENDERER"

SIGNATURE

SEAL OF ORGANISATION



ANNEXURE-4 TENDER EVALUATION CRITERIA

Financial bids of only technically qualified bidder will be opened at CPP portal. Any term/condition mentioned by the bidder in price bid shall not be accepted. EMD or any document received in hard copy shall be disqualified straight away.

Financial bids of PART-A and PART-B will be evaluated separately. Contract shall be awarded to the firm (s) offering the lowest in overall total given in financial bid for each part i.e. PART 'A' & PART 'B' at CPP portal. The firm (L-1) will be awarded the work.



ANNEXURE-5 DEFINITIONS

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

- (i) **'IIM'** shall mean Indian Institute of Management, IIM Road, Lucknow 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 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 all place i.e. IIM, Lucknow 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 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 and the Contractor.
- (x) **'DATE OF CONTRACT'** shall mean the date on which the IIM 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) **'COMPLETION CERTIFICATE'** shall mean the certificate issued by the IIM to the contractor after successful completion of the project. This certificate will be issued on the basis of consultant's certificate to IIM about the completion of the job.
- (xiii) **'EXTRA ITEMS'** are those items, which are not appearing in the BOQ but are required to be executed during the project period and for which rates are to be derived as per the formula given in the conditions of the contract.
- (xiv) **'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.



ANNEXURE-6 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. The decision of the IIM 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 so as to study the site conditions, means of access to the site and other factors governing the works.

1.1.2 Delay in work execution due to reasons beyond contractor control:

Force Majeure:

If the execution of work is delayed due to force majeure, unavoidable circumstances which will be not in the control of contract then IIM as per the affected period may extend the time period (if approved & allowed by the director) on proper & timely intimation by the contractor.

1.1.3 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 subcontract by written consent of The Director IIM, Lucknow.

1.1.4 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 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 or through other agency at the 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 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 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.
- (v) **Termination of Contract in part or in full for contractors 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:
 - 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 IIM.
 - c. Fails to carry out the works to the satisfaction of the Engineer-Incharge both with respect to qualities and time schedule.
 - d. Fails to supply sufficient or suitable work, materials, and labour's etc.
 - e. Commits 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.

1.1.5 Variation in scope of works:



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

1.1.6 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. 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.

1.1.7 Maintenance of the site

Contractor should keep his working site neat & 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 working day after removal of debris / left over materials at the identified site by IIM. The contractor has to take full care so as not to spoil or damage other contractor's / IIMs job / material.

1.1.8 Dispute & Arbitration:

- (i) All disputes or differences whatsoever arising between the parties out of or relating to this contract or the specifications, designs 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, fax, courier, speed post or registered post be added and the address for service of notice be specified both for IIM and contractor.



1.1.9 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.

1.2.2 Inspection of works:

- (i) The IIM shall have the full authority to inspect the works at any time, at any stage. The contractor shall provide adequate facilities to carry the inspection work. The contractor should present himself or his authorized representative during the inspection so that the IIM can convey the instruction regarding the works.
- (ii) The contractor shall give information to the IIM before covering up the works so that the same can be inspected and measured jointly & correctly to true dimensions.
- (iii) If the contractor fails to get the work inspected before covering it up, then the IIM has full authority to get the work uncovered at the expense of the contractor and if any fault is found then the contractor should rectify the same without claiming any extra payment.

1.2.3 Inadequate / substandard works and materials:

- (i) If any material brought by the contractor is found unsuitable or of sub-standard quality, then the contractor shall remove those faulty materials immediately from the site as per the instructions of the IIM.
- (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.
- (iii) If any of all above 2 point repetition found by the contractor, then 0.01% of contract value will be deducted from the bill for each any such repetition.

1.2.4 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 Work not specified in the specification:

If for any work, no specification has been given in the tender document, then the work will be executed as per the IEC/IS specifications, and if the work is not covered by IEC/IS specifications also, then it should be executed as per standard engineering practice, subject to the approval of the IIM.



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 Incharge 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 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 1.2.11 (ii) 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.

1.3 Certificate and Payment

1.3.1 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.
- (iii) After the completion of the work, the contractor will have to submit the user verification certificate.

1.3.2 Measurement:

The contractor's authorized representative shall take joint measurement of the various items of the work in presence of the IIM's authorized representative and preparing the bills. If the contractor fails to send his representative within the period notified by IIM then the measurements taken by the IIM's shall be final and no claim shall be entertained in this regard.



1.3.3 Mode of Payment:

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. In case of mode of measurement of any item is not specified, and then I.S.I mode of measurement (as applicable during contract period) shall be followed.

1.3.4 Mobilization Advance:

No mobilization advance shall be paid.

1.3.5 Billing:

The contractor shall submit final Bill which will be paid only after complete satisfaction of Engineer in charge or User (complete in all respect).

1.3.6 Terms 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 on the satisfactory completion of the job after the defect liability period of 60 months. 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

1.4 Labour Laws and Safety Regulations

1.4.1 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) If the contractor is covered under the Contract Labour (Regulation & Abolition) Act, he shall obtain a license from the licensing authority (i.e. the office of labour



Commissioner), by payment of the necessary prescribed fee and deposit, if any, before starting the work.

- (v) The contractor shall furnish to the IIM, the details of the workers employed on the works.
- (vi) The contractor shall comply with the provisions of the existing rules and regulations relating to labour laws.
- (vii) 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.

1.4.2 Minor/Fatal Accident on Duty:

For cases of minor/Fatal accident on duty not covered under compensation by IIM, the contractor shall have to compensate the affected person/family. The absence from duty, if takes place, due to such accident shall be considered as special leave and full payment shall have to be made for duration of such absence.

1.5 Safety Code

1.5.1 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.

1.5.2 Use of Safety Gadgets:

The contractor shall have to ensure availability and use of all desired safety gadgets like safety belts, helmets, goggles, hand gloves, gumboots etc.

1.5.3 First Aid:

The contractor shall provide first aid facilities for his employees and those of his sub-contractors. The requisite first aid box and medicines should always be available at work site.

1.5.4 Contractor's Barricades:

The contractor shall erect and maintain barricades required in connection with his operations to guard or protect:

- (i) Excavations
- (ii) Hoisting Areas
- (iii) Areas adjudged hazardous by the contractor's or IIM's representatives.
- (iv) Charged electrical panels.
- (v) IIM's existing property liable to get damaged by contractor's operation.



1.5.5 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.

1.6 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.

1.7 Site

The site is located at IIM Lucknow, IIM Road, Lucknow. The contractor shall be responsible for accommodation of the manpower, the movement of his men, material and equipment at his own cost.

1.8 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.

1.9 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.

1.10 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.
- (iv) The contractor will make fence around the area given for labour hutment to avoid unauthorized entry.

1.11 Penalty charges

1. The complaints received should be attended within 12 hours of receipts major repair like replacement/repair of compressor, gas charging, replacement of fan/blower motor shall have to be rectified within 24 hours or as per urgency of requirement tenderer has to install



standby unit for the same. Inability to rectify or install stand by unit will result in a penalty of Rs. 500 per day (Except in case of 3 national holidays).

2. If contractor is not able to rectify the fault then the same may be got done through some other agency at the risk and cost of contractor failing which the same amount will be deducted from AMC bill in addition to the penalty as stipulated above will also be imposed. However, the decision of the IIM Lucknow in this regard shall be final and binding.

1.12 Unsatisfactory Performance

1. If the performance of the contractor is not satisfactory and he fails to attend the complaints in time as stipulated in the tender, fails to attend the complaint to any of the works as contained in the scope of work, recovery from his bills will be made. The decision of the IIM Lucknow in respect of the magnitude of non-performance and its recovery thereof shall be binding on the contractor.
2. The contractor shall be responsible for the acts and deeds of its staff. IIM Lucknow will in no way be responsible for violation of any applicable law, rules and / or other loss caused either by the contractor or its staff.
3. IIM Lucknow reserves its right to recover from periodical payments to be made to the Contractor, any loss or damage that may be caused to the equipment, machinery, building or any other property of IIM Lucknow by negligence or any other reason whatsoever by the Contractor.
4. The contractor shall be bound to maintain service record of complaints received and attended by his staff. The Staff will be under the control and supervision of the Contractor including their performance and discipline.
5. The Contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time and the labour laws as may be in force and applicable.
6. None of the staff of the contractor shall be liable to claim any sort of employment with IIM Lucknow.
7. The Contractor shall ensure that the workmen employed are medically fit and in sound mind and health.
8. The contractor would ensure that his staff must have Identity cards to enter the premises of the IIM Lucknow for due performance of duties.
9. IIM Lucknow expects that contractor to ensure that his staff should maintain polite and courteous behaviour.
10. The contractor should ensure that his staff should not be under the influence of liquor or any other such substance while on duty and any damage caused by such of the contractor's employee will be borne by the contractor.

1.13 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 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 MANAMEMENT
PRABANDH NAGAR, IIM ROAD
LUCKNOW-226013**

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



1.14 Special Conditions & Instructions

- (i) The schedule of activities as submitted by the contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the contractor giving all details for monitoring of the schedule.
- (ii) The contractor shall take charge of site and if site clearance is involved, he shall attend to it.
- (iii) The contractor shall have to co-operate with the agencies in execution of other works in the same area.
- (iv) While executing the work, the contractor shall ensure safety and security of the property of the IIM so as to avoid theft etc.
- (v) For any kind of discrepancy or unforeseen happenings, inform the IIM immediately.
- (vi) Any damage to false ceiling/wall, plaster etc done during the execution of work will have to be rectified by the contractor at its own cost.
- (vii) Permission for working on holidays & after 5:30 pm should be taken by contractor.
- (viii) CoVID-19 precaution, guidelines issued by govt. of India etc. should be followed by contractor.
- (ix) All worker should have proper valid ID card issued by the contractor during the execution of work.



PART-A

ANNEXURE - A

LIST OF WINDOW, SPLIT & CASSETTE AC UNIT

S. No.	Location of Air-Conditioners	Window AC		Split AC		Cassette AC		Remarks
		Qty	TR	Qty	TR	Qty	TR	
1	Chanakya Room			64	1.0			AMC Expires in Feb'21
2	Patanjali			64	1.5			AMC Expires in Feb'21
3	Director Room			2 (HC)	1.5			No AMC
4	Chintan (Faculty Block)			105	1.5	4	2.0	AMC Expires in Feb'21
5	Student Affairs	2	2.0	1	1.5			AMC Expires in Feb'21
		9	1.5					AMC Expires in Feb'21
6	Technician Room	2	1.5					AMC Expires in Feb'21
7	Telephone Exchange	2	1.5	2	1.5			AMC Expires in Feb'21
8	Beauty Parlour	1	1.5					AMC Expires in Feb'21
9	Umang			2	2.0	6 (3 Phase)	3.0	AMC Expires in Feb'21
10	EWC Hall	4	1.5					AMC Expires in Feb'21
11	Health Centre	4	1.5	3	1.5			AMC Expires in Feb'21
		1	2.0	2	2.0			AMC Expires in Feb'21
12	Director Residences	4	1.5	3	1.5/1.8			AMC Expires in Feb'21
				2 (HC)	1.5			No AMC
				2 (Inverter)	1.5			No AMC
13	Samadhan	5	1.5	2	1.5			AMC Expires in Feb'21
14	Hostel-17			4	2.0	4	2.0	AMC Expires in Feb'21
15	Anusandhan	3	1.5	23	2.0			AMC Expires in Feb'21
				2	1.5			AMC Expires in Feb'21
16	Guest House	2	1.5					AMC Expires in Feb'21
17	Computer Centre	1	1.5	2	1.5			AMC Expires in Feb'21
18	PGP -1	11	1.5	4	1.5			AMC Expires in Feb'21
		1	2.0	20	2.0			AMC Expires in Feb'21



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

19	Library			1	2.0			AMC Expires in Feb'21
20	Hostel-17			88	1.0			AMC Expires in Dec'21
TOTAL		52		398		14		

ANNEXURE-B

LIST OF DUCTED AND PACKAGE AC

S.No	Capacity in (TR)	Location	Configuration
1	263.50	LCC Block	7.5TRX22Nos=165TR 1.5TRX7Nos=10.5TR 2.0TRX4Nos=8TR 10.0TRX2Nos=20TR 5.0TRX12Nos=60TR
2	127.50	PGP Block - 1	7.5TRX7Nos=52.5TR 5.0TRX8Nos=40TR 10.0TRX2Nos=20TR 15TRX1Nos=15TR
3	78.00	Samadhan Block	15TRX3Nos=45TR 10TRX1Nos=10TR 7.5TRX2Nos=15TR 5.0TRX1Nos=5TR 3.0TRX1Nos=3TR
4	45.00	Samanjasya Hall	15TRX2Nos=30TR 7.5TRX2Nos=15TR
5	8.50	Umang Sport Court	8.5TRX1Nos=8.5TR
6	11.00	MDP Office	11TRX1Nos=11TR
7	42.00	Chanakya Dinning Hall	8.5TRX2Nos=17TR 5.5TRX4Nos=22TR 3.0TRX1Nos=3TR
	575.50		

PART-B

VRV System

S.No	Capacity in (HP)	Location	Configuration
1	216	PGP Block - 2	
	216		



FINANCIAL BID

**BILL OF QUANTITY****CAMC OF SPILT AIR-CONDITIONER, WINDOW AIR-CONDITIONER & CASSATTE AIR-CONDITIONER
FOR 05 YEARS AT IIM, LUCKNOW**

PART-A						
S.No	Description	Capacity	Quantity	Unit	Rate per year per unit	Total
1.	Window AC	1.5/2.0 TR	52	Nos.		
2	Split AC (Inverter / Non-Inverter / Heating-cooling)	1.0/1.5/2.0 TR	398	Nos.		
3	Cassette AC (1 phase / 3 phase)	2.0/3.0 TR	14	Nos.		
4	Ducted & Package AC (3 Phase)	As per Annexure-B	575.5	TR		
TOTAL (Amount for One Year)						
GST will be as applicable						

PART-B						
S.No	Description	Capacity	Quantity	Unit	Rate per year per unit	Total
1	VRF System (Make: Mitsubishi) (Optional)	216HP	216	HP		
TOTAL (Amount for One Year)						
GST will be as applicable						

Note: The contractor are advice to survey the actual site for assessment of critical application if any & accordingly quote the rates.

Signature with seal of the Contractor