



## INDIAN INSTITUTE OF MANAGEMENT LUCKNOW NOIDA CAMPUS Plot no. B-1, Sector -62 Institutional Area, Noida-201307, U.P Tel: 0120-6678532 Website: - www.iiml.ac.in Email id <u>ashok.fulzele@iiml.ac.in</u>

#### E-TENDER NOTICE

#### NOTICE INVITING TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR CIVIL& PAINTING WORKS FOR TWO (2) YEARS AT IIML-NOIDA CAMPUS.

Reference to the NIT published on the CPP portal & IIML website NIT No. - **IIML/NC/ESTATE/AMC-CIVIL & PAINTING WORKS/2024-08 Date: 12.09.2024** for Annual Maintenance Contract for CIVIL & PAINTING WORKS for two (2) years at Indian Institute of Management Lucknow, Noida Campus B-1 Sector-62 Noida.

Online Percentage Rate E-tenders are invited from Reputed firms/ Service providers in a Two-Bid System (i.e., Technical Bid & Financial / Price Bid) for work mentioned below in E-mode from Contractors (Indian Nationals/Firms only).

A free view of NIT is available on Govt. E-Procurement portal i.e., **https://eprocure.gov.in**. NIT is invited, on behalf of the Director, Indian Institute of Management, Lucknow for the above works as per the details attached.

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

-/Sd Head Administration Indian Institute of Management Lucknow, Noida Campus



Name of work	:	Percentage Rate Annual Maintenance Contract (AMC) for CIVIL & PAINTING WORKS at Indian Institute of Management Lucknow- Noida Campus on DSR-2023 for two
Earnest Money	:	Rs. 60,000/- (Rupees Sixty Thousand Only)
Tender Fee	:	NIL
Total Estimated Cost	:	Approximately Rs. 30,00,000/- per year (Inclusive of GST)
Period of Contract	:	2 years from the date of issue of LOI or till extended period allowed by IIM Lucknow on mutual agreement of both parties.
Date of issue of tender document	:	12 <sup>th</sup> September'2024
Date Pre-Bid Meeting	:	17 <sup>th</sup> September'2024 at 11:30 AM at Meeting Room- INDIAN INSTITUTE OF MANAGEMENT LUCKNOW, B-1, Sector-62, Noida-201307. (U. P)
The last Date for submission tender document	:	05 <sup>th</sup> October'2024 upto 05:00 PM
Date of opening of Technical Bid Opening	:	07 <sup>th</sup> October'2024 (Monday) at 11:30 AM
Date of opening of Financial Bid Opening		Will be intimated later
starting of work	:	Within 7 days of the Date of the LOI

1.0 <u>Memorandum</u>

Tenderers are advised to visit the site and see the work before submitting the tender. The Technical and Financial bids should be uploaded only through the E-tendering process on the CPP portal before the due date & time. If there is any query, you may contact us at contact no. 0120-6678532,8419

Sd/ -

Head Administration For Indian Institute of Management Lucknow- NC



- a) <u>ANNUAL TURN OVER</u>: Average Annual financial turnover during the last 3 years, ending 31st March'2024 of the previous financial year should be at least 30% of the estimated cost.
  - **b)** The Bidder should have experience in executing the Civil & Painting works contracts with the Government Organization/ PSU/ IIM/ IIT/NITetc.
  - **c) EMD:** Earnest Money Deposit as specified in NIT to be furnished in any of the following forms and shall be valid for up to 90 days:
  - . The scanned image of the earnest money deposit/ MSME certificate in case of MSME is to be uploaded online along with the technical bid. The EMD can be deposited in the below-mentioned Institute Bank Account and share the UTR / Transaction number and date of Transaction in the Technical bid and the copy of transaction receipt must be uploaded online on the CPP portal along with the other NIT documents. As mentioned above, those bidders, who are exempted from the deposit of EMD (Earnest Money Deposit) must submit the relevant certificate to claim the exemption and mention 'Exempted' in the Technical Bid where the UTR number has been asked. as If the enclosed certificate is invalid or unacceptable to the Institute, the submitted bid will be treated as bid without Tender fee/EMD and rejected.
  - Payee Name: INDIAN INSTITUTE OF MANAGEMENT LUCKNOW-NOIDA CAMPUS
  - Banker Name: AXIS BANK LTD.
  - Account Number: 022010100356060
  - IFSC Code: UTIB0000022
  - d) Tender cost (Non-Refundable): Deleted
  - e) <u>SOLVENCY</u>: The latest solvency certificate required will be Rs 09 Lakhs. The solvency certificate shall be from a nationalized or scheduled bank and issued within a period of 12 months from the last date of submission of tender.
  - **f) EXPERIENCE: The firm should have similar** experience and successfully completed similar types of Civil & paint repair and maintenance works in Govt. the department/ PSU/ IIM/ IIT/ NIT during the last 5 years ending last day of the month previous to the one in which tenders are invited should be either of the following:
- i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost OR
- ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR
- iii. One similar completed works costing not less than the amount equal to 80% of the estimated cost. Note:
  - (1) The work shall be completed as a whole. Partial value/ partial completion is not to be considered.
  - (2) The meaning of "Similar Work" for the tender has been defined as "Experience in "Civil & Painting Repair and Maintenance Work".
  - (3) The institute may cross-verify the eligible experience for qualification from the respective department that had issued the certificate. In such case, if a satisfactory report is not obtained then the bidder can be disqualified.



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

#### Undertaking to be furnished by the intending Tenderers: -

- *i. I/We declare and confirm that:-I/we have never been blacklisted /debarred from any Govt. /Public sector enterprises.*
- *ii.* There is no Arbitration case/ legal case/ dispute of my firm with the Indian Institute of Management Lucknow Noida Campus.
- iii. There is no criminal case on me/ and my partner/ board of directors is there in any court/Police station of India.
- iv. All the information and attachments submitted in the tender document/ envelope are true and correct.
- v. There is no suppression or concealment of information/document with regard to the execution of work during the last 05 years
- n) vi. I / We are aware that any false information provided herein will result in the rejection of my tender at any stage. The Bidder is required to submit the Local Correspondence details of his Main/ Branch office at Noida Campus so that any Official correspondence required can be done locally.

Note: a) Condition is not mandatory for Technical Qualification.

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

**3.0 INSTRUCTIONS TO TENDERERS:** The Bidders must understand that this annual maintenance Rate contract is for repair, maintenance, and sometimes new works. Separate work orders will be given after obtaining Approval for respective works. The Quantum and amount of every work order can vary from a small amount in hundreds to lakhs. Since the work will be generated on a requirement basis it can happen that at times there is no work and at times there is excessive work. The contractor will have to mobilize the site as per the work requirement and will have to complete the work within the period mentioned in the respective work order. Any work being executed by the contractor (may be any small or big) has to be executed as per laid down S.O.P. Specifications, quality norms, and workmanship. No claim regarding a very small quantum of work, excess work, no availability of manpower, etc. will be



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

- **3.1** Indian Institute of Management shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
- **3.2** Tender Documents shall be duly filled, signed & stamped, and uploaded within the last date of submission as mentioned in the tender notice. Late tenders and conditional tenders shall not be accepted. The last date for receipt of the Tender will not be extended under any circumstances unless otherwise the date is declared a holiday for IIM Lucknow Noida Campus, in which case the next working day will be treated as the last date of receipt of the Tender document.

If by mistake any conditional tender gets accepted or work gets awarded and later that condition is/ are recognized or is/ are shown or emphasized by the contractor to be implemented, then his awarded work can be canceled by the Institute. The Contractor will have no claim in this regard.

- **3.3** Financial bids must be filled and submitted in the prescribed formats given on the CPP portal separately. A sample format of the financial bid has been attached with the technical bid just for the understanding of the bidders. This is required to be kept blank and just signed and stamped along with the other documents of this Tender. If in financial bid is found along with the technical bid of this Tender, then the Tender shall be straight away rejected.
- **3.4** The tender must be valid for a minimum period of 120 days from the date of opening. If the Tenderer modifies his tender or revokes the same during this period, the tender may, at the discretion of IIM Authorities, be treated as Bonafide on–Bonafide and canceled, and the earnest money will be forfeited.
- **3.5** This being a percentage rate contract, the rate quoted shall remain firm, and errors if any in the extension/total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any increase/reduction thereof during the currency of the contract shall not vitiate the contract. The approximate estimated value of this work is indicated in NIT. This estimate however is not guaranteed and is merely given as a rough guide, and if the work costs more or less, Tenderers will have no claim on that account.
- **3.6** This is a Percentage Rate Tender. Percentage Rates to be quoted above or below the estimated cost shall apply to every item of the Delhi Schedule of Rates (DSR) 2023 volume I and II. The rate quoted by the tenderer shall be the total sum of material & labor at the IIM Lucknow Noida campus including GST. The rates given in BOQ / mentioned in DSR 2023 are just reference rates and are inclusive of the GST component applicable as of date. So whatsoever percentage below or above quoted by the bidder shall be inclusive of GST @ 18% as applicable for every item. The reverse calculation of the GST component from the overall billed amount will be done while processing the bill. GST TDS (CGST, SGST) of 2% shall also be deducted from every bill of the contractor.

In case there is variation occurs in GST rates as per Govt. of India i.e., if GST variation in rate is above 18% then an additional percentage above 18% (Applicable rate - 18%) shall be paid by the Institute Page 5 of 29 Signature of Tenderer



and if GST variation in rate is reduced from 18% then the percentage difference below 18 % (18 % - Applicable Rate) will be recovered from the contractor.

**3.7** If any misprint discrepancy/misprint is Noticed in the specification or BOQ or rates or unit, it should be clarified by the Institute before quoting the rate.

If any discrepancy between the price bid format of this Tender document and macros enabled Excel file of the actual price bid on the CPP portal is observed by the Bidder or if any item unit/ rates are found illogical/ impractical then in that case the same has to be brought to the notice of the Institute before the last date of submission. So that the required correction/ corrigendum can be made. If such an issue is found at a later stage after the award of the work either by the Contractor or by the Institute, then the logical decision based on the standard practice and as per the Institute's internal documentation shall be taken by the Institute and the same decision will be binding to the contractor and no claim whatsoever will be entertained in this regard.

- **3.8** The following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
- **a.** Where there is a 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 a correct and necessary extension made.
- **c.** Where the rate quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and the amount shall be corrected accordingly.
- **3.9** The Indian Institute of Management, Lucknow Noida Campus does not bind themselves to accept the lowest or any other tender and reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason.
- **3.10** The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
- **3.11** If any of the documents 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.
- **3.12** The Director, Indian Institute of Management, Lucknow Noida Campus reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
- **3.13** 5% of the payable bill value of each work will be retained from each bill as a defect liability period & shall be released after completion of the Defect Liability Period. The Defect liability period shall be separately mentioned in each work order issued by the Engineer In charge of the respective works. In general, the Defect liability period is 6 months from the date of completion of the respective work awarded through the respective work order. No interest shall be paid on the amount. The Retention money/ Security Deposit deducted above for different works awarded through separate work orders shall be refunded to the contractor after the completion of the stipulated Defect liability period of the respective work order.
- **3.14** This being a Percentage Rate contract, the rate quoted shall remain firm, and errors if any in the extension/total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any reduction/increase thereof during the currency of the contract shall not vitiate the contract. The approximate estimated value of this work is indicated in NIT. This estimate and Quantity however are not guaranteed and merely given as a rough guide, and if the work costs more or less or the Quantities vary to any extent plus or minus, Tenderers will have no claim on that account.



- **3.15** The tenderer shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Tenderers are expected to clarify only such points as asked for specifically by the Accepting Officer in writing. Any withdrawal or modification made within the said period constitutes a breach of contract and the tenderer shall be liable for damages to the Institute in consequence thereof. He shall, in addition, forfeit to the Institute the EMD.
- **3.16** Any tender that proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.
- **3.17** The EMD shall not carry interest and will be refunded to the tenderers if the tender is not accepted unless the same is forfeited to the Institute for any breach on its part. If his tender is accepted, the Earnest Money will be converted into a Performance Security Deposit as stipulated.
- **3.18** The drawing (if any) should be returned along with the tender documents duly signed.
- a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents.
- b) Tenderers shall ensure that their tender is uploaded well in advance before the time and date stipulated in the tender notification/documents.
- **3.19** Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tender of both parties liable for rejection.
- **3.20** The submission of a tender by a tenderer implies that he has read all the terms and conditions of the contract and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.
- **3.21** The agencies whose contracts were terminated/ are in litigation with IIM Lucknow Noida Campus or are debarred on account of nonperformance in IIM Lucknow Noida Campus work or have any criminal case in any police station/ court of India or are not performing and deliberately delaying the work awarded to them will not be eligible for bidding this tender.
- **3.22** Since this is an electronic mode of tendering, any manual or mechanical errors committed before uploading or during the process of uploading the document shall be duly accepted by the Tenderers. The Tenderers shall not have a claim whatsoever in this regard.
- **3.23** Tenderers are required to make the DATA ENTRY of the Percentage Rate in figure and rate in words, which will apply to all the items stipulated in DSR 2023 Volume I and II in the prescribed format as given in part B of the Tender (financial bid).
- **3.24** The Tenderers shall download and sign the LETTER OF UNDERTAKING of the document and upload the same along with other documents.
- **3.25** Tenders of those Tenderers who fulfill the criteria mentioned above will only be considered for opening of
- Price Bid. Tenders received without earnest money/ copy of MSME certificate (for exemption of Earnest Money Deposit) or those which are incomplete invalid or conditional will be rejected and no correspondence will be entertained in case of rejection.
- **3.26** Contractors/agencies are subject to be disqualified, even though they meet the qualifying criteria if they make misleading or false representations in the request, statements, and attachments submitted in proof of qualification requirements including holding information and or have a record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.
- **3.27** All disputes and discrepancies relating to this tender shall be governed by the law of India and shall be subject to the jurisdiction of the court at Lucknow U.P. state.
- **3.28** The Institute reserves the right to accept any tender either in full or in part, to reject all the tenders or distribute the work in more than one agency without assigning any reason. The decision of the Institute in this regard shall be final and binding to the Bidder. The bidder/ bidders in such case cannot claim any compensation for change in the scope / Qty. of work.
- **3.29** This instruction shall be deemed to form an integral part of the contract to be entered for this work.
- **3.30 GST/ Taxes**: GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and the Institute will not entertain any claim whatsoever in respect of the same. The rates shall be inclusive of 29ST as applicable. Signature of Tenderer



- **3.31** Where the tender schedule contains specialized items of work, it will be entirely at the discretion of the Institute to delete these items from the Price Bid and allot these items of work to other Contractors specialized in these works. In such cases, the main Contractor will have to render all necessary co-operation to the other agencies involved to ensure smooth progress of all work.
- **3.32** The Contractor's responsibility for this contract shall commence from the date of commencement mentioned in the work order which will be issued by the Engineer-in-Charge after acceptance of work.
- **3.33** If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD, and take Administrative Action against the tenderer like non-issue of tenders, etc., as deemed fit by the Accepting Officer.
- **3.34**. At any time, even after the award of the contract also, if it is found that the tenderers have deliberately given wrong information or false credentials at the time of tender or at any other time in connection with the contract, IIM, Lucknow Noida Campus reserves the right to reject the offer or cancel the contract. In such case, the contractor/tenderer is liable to forefeet the EMD amount including any other action as deemed fit. The contractor/tenderer is also liable to be permanently debarred for participating in any tender process of IIM, Lucknow Noida campus concerning any type of work in the future

#### **3.35 PRECEDENCE FOR ACCEPTANCE:**

- If any contradiction/variance is observed in different components of the tender, the following precedence shall be observed:
- i) Tender Notice and Instructions to Tenderers shall have precedence over Special Conditions.
- ii) Special Conditions shall have precedence over General Conditions of Contract.
- iii) General Conditions of Contract are available on the IIM Lucknow Noida campus website and at the IIML-NC office and shall be part of the contract. The successful bidder will be required to submit the signed hard copy of the same After issuing of LOI to him before the start of work. iv) In regard to the conditions, specifications, approved makes, and mode of measurement not covered above, those contained in DSR 2023/ DAR 2023/ CPWD / Specification shall apply.
- However, the Engineer-In-Charge shall be the sole deciding authority about the intention of the document and his decision in this respect shall be final and binding on the contractor.
- **3.36** The tenderer shall not increase their quoted rates in case the Accepting Officer negotiates for the reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer.
- **3.37** It is expected the contractor possesses the Delhi Schedule of Rates 2023, DAR 2023, the Latest CPWD Specifications, Latest CPWD works manual.
- **3.38** Rate quoted to include:
- a) Working hours as per office timings and overtime.
- b) Movement of men, material, and stacking all as directed by the Engineer-in-Charge.
- c) Removing surplus materials and stacking all as directed by the Engineer-in-Charge.
- **3.39** Before tendering the tenderers are advised to inspect the site of work, and its environments and be well acquainted with the actual working, restrictions in the campus area, security procedures for entry of men and materials, prevalent conditions, the position of materials and labor, General and Special Conditions of contract, Instructions to Tenderers, drawing (if any) and Specifications, DSR and all other documents which form part of the agreement to be enlisted into.
- **3.40** In the event of a tender being submitted by a Partnership Firm the tender must be signed separately and legibly by each partner member of the Firm or in their absence a person holding the power of attorney on behalf of the Firm concerned. In the latter case, a copy of the power of attorney.
- 3.41 The successful tenderer shall submit additional Initial Performance security of 3% of Contract Value in case EMD was submitted. The EMD submitted in this case will also be converted to performance security. In case the Exemption under MSME is given for EMD then 5 % of the contract value has to be submitted as performance security in the form of DD/FDR/Bank Guarantee in favor of the Director, Indian Institute of Management, Lucknow Noida Campus within 15 days of award of work. A maximum Page 8 of 29



Grace period of 3 Days will be given after the levy of a penalty equal to 1 % of performance security value per Day. If in case after 18 days of issue of LOI, the Performance security is not deposited unless otherwise any extension had been granted by IIM Lucknow Noida Campus then the Work awarded/ LOI issued will be straightaway considered as Terminated.

- Similarly, an Agreement on Rs 100 stamp paper will be required to be executed within 15 days of the issue of LOI and if the contractor fails to get the agreement done within 15 days unless otherwise any extension had been granted by IIM Lucknow Noida campus then the Work awarded/ LOI issued will be straightaway considered as Terminated.
- The performance security (3%+2%) shall be released after 90 days of satisfactory completion of the contract which is 2 years or the extended period of the contract or the completion date of the last work awarded till the completion/ extended date whichever is last.

The Head Administration

For Indian Institute of Management Lucknow



# PARTA

# (TECHNICAL BID)

Signature of Tenderer



#### TENDER Declaration

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

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

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

A sum of Rs. 60,000/- is hereby Deposited at call Receipt of a Scheduled Bank/Fixed deposit r e c e i p t o f scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money.

#### OR

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

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

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

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

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

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

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

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



#### **PROFILE AND DETAILS OF BIDDER**

- . Name of Firm / Company
- 2. Name of owner
- 3. Year and Type of Establishment
- 4. Telephone number and Mobile no. and email address for official communications
- 5. Official Address of the firm for correspondence
- 6. Annual turnover for last 03 years (As per ITR filed) Years 2021-22, 2022-23, & 2023-24
- 7. Years of experience with Government/PSU
- 8. No. of works completed in Five Years with value & Details of works: -
  - (i)
  - (ii)
  - (iii)
  - (iv)
  - (v)
  - 9. Firm/Company registration details Registered with (a) Registration No.
- (b) GST Number
- (c) Income Tax No. (PAN)
- (d) Labour License No.-
- (e) P.F. No. (If applicable)
- (f) E.S.I. No. (If applicable)
- 10. Establishment Details of the company (Proprietary/ Partnership/Limited)
- 11. Local Address of Correspondence:

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

Signature of the Bidder Name of Bidder & Seal



#### **DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID**

- Duly s signed tender document.
- Proof of Payment of EMD: An MSME Certificate/ EMD in the shape of demand draft/ FDR/ NEFT made to IIML-NC amounting to Rs. 60,000/- (Rupees Sixty Thousand only) drawn in favor of Indian Institute of Management, Lucknow Noida Campus.
- To avail any kind of Exemption as per Govt. norms. Provide that in writing on firm/Vendor letter pad and certificate issued by govt. to avail the exemption like EMD, Experience etc. mention it here.
- PAN/ TAN/ GIR
- GST Registration on details
- Experience certificates for the works completed during last 5 years ending last day of month previous to the one in which tenders are invited clearly indicating the value of work, period of execution and satisfactory performance.
- Signatory Authority Letter in case the Bid is signed by a person other than proprietor/ partner/ Owner of the firm/ company
- Document for turnover during the last 3 years i.e. 2021-22, 2022-23, & 2023-24, along with Income Tax Returns. In case the bidder attaches a Charted Accountant certificate for certifying the Turnover then the Certificate being submitted should carry UDIN (Unique Document Identification Number) generated by ICAI (Institute of Charted Accountants of India) else C.A. Certificate will not be considered.
- Authorization letter in the name of the official submitting the bid, if any.
- Undertaking in the format prescribed above by the bidder that they have not backlisted by any office/ dept. Of Central/ State Government/ PSU/ IIM Lucknow Noida Campus /, No arbitration with IIM Lucknow Noida Campus and there is no criminal case.

(Signature of the bidder along with seal)

Note:-

(a) All the documents must be signed by the bidder/ authorized signatory.

- (b) Documents must be numbered.
- (c) Documents should be in the sequence mentioned above.

(d) If a bidder is registered as MSME and claimed exemption from submission of tender document fee and EMD then the relevant and valid document must be submitted.



#### **GENERAL CONDITIONS OF THE CONTRACT**

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

#### 4.0 SPECIAL CONDITIONS OF THE CONTRACT

#### 4.1 **NAME OF WORK**



Annual Maintenance Contract for CIVIL & PAINTING WORKS at IIML Noida Campus, B-1, Sector-62 Noida-201307.

#### 4.2 **OWNER**

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

#### 4.3 **ENGINEER/ENGINEER-IN-CHARGE**

Estate Officer, IIML-NC or any person designated from time to time by owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

#### 4.4 **SCOPE OF WORK**

This is a Civil & Painting maintenance contract for the Offices, Hostels, Guest House, Residential houses, Common areas, recreation a r e a s, Boundary wall etc. within the IIM Lucknow Noida Campus. These buildings and structures are scattered inside the IIM Lucknow Noida Campus which approx. 20 Acres in area.

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

- a) Repair and maintenance of plumbing issues such as replacement of Plumbing and sewerage lines.
- b) Dismantling and replacing the Sanitary wares, fittings etc. Water proofing plaster and other water proofing works to arrest the seepage in toilets.
- c) Dismantling and replacement of Kitchen platform, sink, floor tiles, wall tiles, Brickwork, Dismantling and replacement of other type of flooring, Brick cobra work, Dismantling and redoing Brickwork, R.C.C. works etc.
- d) Replacement of the Glasses, mirrors, jail, Door closer etc.
- e) Repair of Wooden/Aluminum, FRP, CPVC door, windows, Amirah etc.
- f) Complete new construction can also be given such as construction of Boundary wall, Drains, Trusses, M.S. Structures, Room, flooring etc. depending on the requirement of the institute. This type of work may also include few Interior, false ceiling, false walls etc. works also
- g) Complete painting of the old walls and ceilings.
- h) Touchup/ repair / partial painting of the walls and ceilings:

The contractor is required to prepare the surface properly by scrapping/ rubbing with sand paper to remove the grease/ oily/ chipped/ powdered/ peeling/ fungus/ algae etc. Suitable Putty sp as to adhere to the old painted / cemented surface shall be applied. The completed shall be again rubbed with sand paper so as to get a smooth and even surface. Then a suitable primer which can adhere to the putty/ old paint/ cement and the new paint (to be Applied) shall be applied in required no. of coats. Then the same shall be again rubbed to get the even and smooth surface and Then the Desired type of Paint to be applied in required no of Coats so as to get smooth even and uniform color finish over the wall. Each and every stage is required to be inspected by the concerned engineer/ officer and photographed before applying the other stage.

The contractor shall have to execute the work in such place and conditions where other agencies will also be engaged for other works such as electrical work etc. No claim shall be entertained due to work being executed in the above circumstances. No coordination charges will be paid on this account.

The contractor is required to keep strong Quality control and get the work which shall be hidden inspected, measured and photographed by the concerned Engineer/ officer before covering it up. The contractor shall have to execute the work in such place and conditions where other agencies will also be engaged for other works such as electrical work etc. No claim shall be entertained due to work being executed in the above circumstances. No coordination charges will be paid on this account.

#### 4.5 **CONTRACT RATES**

The contract rates are for work to be done in IIML Noida Campus and shall be firm throughout the currency of the contract including the extended period, if any, and shall not be subjected to any escalation



due to any reason whatsoever it may be.

No escalation claim shall be entertained for any statutory increase by the Local Authorities, State/Central Government during the contract period. The quantities mentioned in the financial bid are tentative. The rates quoted in the tender and as accepted by the owner with or without modification shall hold good for any increase/decrease in quantities. Any of the items may be deleted as per directions of the owner/Engineer-in-Charge.

#### 4.6 LEVY/TAXES PAYABLE BY CONTRACTOR

Building and other Construction Workers Welfare CSS or any other tax, levy, or CSS in respect of input for or output by this contract shall be payable by the contractor and IIML shall not entertain any claim whatsoever in this respect. The contractor shall deposit royalty and obtain the necessary permit for the supply of the red bare, stone, kantar, Paint material, etc. from local authorities (If Applicable as per the Applicable law of land). If pursuant to or under any law, notification, or order any royalty, cess or the like becomes payable by the Institute and does not at any time become payable by the contractor to the State Government or local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to IIM, Lucknow and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

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

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

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

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

#### All rates shall be inclusive of GST.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any further tax or levy or cess, or variation or repeal of tax or levy or cess/ reduction of such taxes/ cess, etc. shall give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto. Decision of the Director of the Institute in this regard to either compensate/ recover the changes in the rates of taxes/ levy of cess etc. as the case may be shall be final and binding to the Contractor.

#### 4.7 **ESI & PF CODE**:

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

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





#### **4.9 COMMENCEMENT DATE**

The date of commencement of work shall be the date of issue of the Letter of Intent. The contractor shall have to submit Performance Guarantee as stipulated above within 15 days from the date of issue of Letter of Intent failing which the E.M.D. may be forfeited. Work orders for the works awarded during the AMC period shall be issued for separate works with the completion date/period stipulated. The contractor is required to start the work within 3 days of the issue date of the work order and the work shall be completed within the stipulated time frame. Any work not completed by the contractor/ executed in inferior quality/unnecessarily held up/ disrupted because of any irregularity whatsoever, Engineer In charge/ Compete authority of IIM Lucknow- Noida Campus upon serving a 7 days' notice shall get work done by other agency at the risk and cost of contractor and the Contractor will have no claim for compensation in this regard. The scope of work may be increased on similar other buildings, subject to the performance of awarded work. The contractor will maintain a work force at IIML-Noida Campus to start the ordered work within 24 hours of ordering or as specified while ordering. One person will always be available at a specified place to receive the order other than work force. Spare Material/ Machinery/e q u i p m e n t may be required to be stored by the contractor within or outside the Campus to Start the work within 24 hours of ordering or as specified.

#### 4.10 VARIATION IN QUANTITIES

The amount of Rs. 30.0 Lakhs per year. **However, it may increase/decrease 100%** as per the actual work requirements of Institute. No claim or compensation what so ever shall be entertained in this regard.

#### 4.11 AWARD OF WORK

As per the requirement for completing the respective works in limited period, the work can be split in between two or more parties and hence the institute may award the work to two or more contractors (L1 and L2/L3). In such case L2 will be asked for executing the work on L1 rates. If in case L2 disagrees to work on L1 rates then L3 will be given same offer and so on.

#### 4.12 **PERIOD OF CONTRACT**

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

#### 4.13 SITE SUPERVISION

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

His duties involve inspection of complaints/ work, submitting proposal, accepting work order, direct supervision joint measurement with Institute engineer and submission of bills

#### b) **PENALTY FOR NON-COMPLIANCE OF REQUIRED MANPOWER**:

A. Diploma holder with minimum Two years' experience Rs. 20,000/-per month to the maximum



value as decided by the Competent Authority.

#### 4.14 **OFFICE ACCOMODATION FOR CONTRACTOR'S STAFF**

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

#### 4.15 **LIQUIDATED DAMAGES**

Shall be 1% of the work order amount per week subject to the maximum of 10% of each order value.

#### 4.16 **RUNNING ACCOUNT BILL**

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

#### 4.17 SECURITY DEPOSIT

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

Similarly, an Agreement on Rs 500 stamp paper will be required to be executed within 15 days of issue of LOI and if the contractor fails to get the agreement done within 15 days unless otherwise any extension had been granted by IIM Lucknow Noida Campus then the Work awarded/ LOI issued will be straightaway considered as Terminated.

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

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

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

#### 4.18 **TESTING OF MATERIALS**

Samples of various materials required for testing shall be provided free of charge by the Contractor. Testing



charges if any shall be borne by the contractor. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.

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

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

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

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

#### 4.19 **INSPECTION AND TESTING**

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

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

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

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

#### 4.20 **LABOUR CAMP**

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

#### 4.21 SAMPLES

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

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

#### SUB-STANDARD MATERIALS

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

#### 4.23 SPECIFICATION



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

#### 4.24 DEFECT LIABILITY PERIOD

Six months from the virtual date of completion of work and removal of hutments, materials, etc. from site.

#### 4.25 CORRESPONDENCE

All correspondence shall be addressed to:

The Head Administration, Indian Institute of Management Lucknow, Noida Campus. U.P B-1 Sector-62 Noida-201307

#### 4.26 JURISDICTION

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

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

#### 4.28 RULES FOR SAFETY AND LABOUR WELFARE

The Contractor shall comply with the safety and Labour Welfare Rules, as given hereunder and as per the Rules and Regulations framed by Local Authorities/Statutory B o d i e s /State/Central G o v t. from time to time.

#### 4.29 SAFETY PRECAUTIONS

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

**NOTE:** All scaffolds, ladders, First Aid Equipment's/ Machines and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work. Necessary warning sign boards in Red/White paint, with proper lighting arrangements for nights are to be provided by the Contractor at his cost, as approved by the Engineer-in-Charge at prominent locations. The arrangements for providing and maintaining all such safety and labour welfare measures etc., shall be done at the Contractor's own cost and expenses.



#### 4.30 **DISPUTE & ARBITRATION**

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

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

- **4.31** No mobilization advance will be paid to the contractor.
- **4.32** If the altered/ additional or substituted work or any additional work required to be as per the owner's

the requirement shall be carried out by the contractor on the same conditions in all respects including the price on which he agreed to do the main work except as hereafter provided for which there are no established rates in the schedule of items and Delhi Schedule of rates., the same shall be payable as per the provision stated hereunder.

a. If any extra item crops up during the work (Other than that given in the Work Order), the rate for such item shall be computed as per rates of CPWD/ DSR-2023 with the same percentage above or below as is quoted by the Contractor in the Price Bid).

b. Rates for items where the rate is not available in DSR-2023 shall be derived from the similar item of the nearest DSR. If not available in the nearest DSR then in the nearest District Schedule of Rates issued by the Uttar Pradesh PWD department. If the item is not found in the DSR and District Schedule of rates then the Rate from the nearest available Schedule of rates of any Central/ Uttar Pradesh Government Department Shall be considered with whatever l a t e s t applicable Cost index of the department plus or minus (If any as per relevant Circular from the department) on the schedule of rates considered.

c. If direct working out is not possible as mentioned in a) & b) above, the contractor shall be paid based on the actual cost of material and labor cost plus 15% towards profit, supervision, overhead establishment, plants, machinery, etc. as decided by the Competent Authority.

d. In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:

(i) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the

The contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).

(ii) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).



#### 4.33 Termination of Contract:

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

a. Contractor is declared bankrupt and pays off the creditor.

b. Contractor is insolvent.

c. Contractor fails to abide by the obligations, conditions, and instructions under this tender document/ contract/ Agreement.

d. Contractor fails to perform the repair and maintenance works properly.

e. On occurrence of more than 3 incidents of any of the following which has been notified to the contractor within the contract period:

i. The contractor fails to start the work within the stipulated time in the work order due to which the institute has to get the work completed at the risk and cost of the contractor.

j. ii. Fails to complete the work within the stipulated date of completion of the respective work order.

iii. Fails to mobilize the site as per the requirement despite repeated requests by the institute for timely completion of the work as stipulated in the respective work order and the contractor keeps on confronting the Institute to avoid the execution of work at his risk and cost and ultimately results in delaying the respective work.

iv. Fails to execute the work as per quality requirement/ specifications/ uses substandard material.

f. Suspends the work for more than 7 days and keeps suspended even on notifying the contractor to execute the work.

g. In case more than 3 individual works had been executed by the Institute on the risk and cost of the contractor because of his failure to execute the work as per respective work order conditions/timelines/ specifications.

In case the complete Annual Maintenance contract is terminated then:

a. Available performance security will be forfeited.

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

#### The HEAD ADMINISTRATION

For the Indian Institute of Management Lucknow Noida campus



#### 5.0 OTHER CONDITIONS

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

The HEAD ADMINISTRATION

IIM LUCKNOW NOIDA CAMPUS



# PART B

## (FINANCIAL BID)



FINANCIAL BID

FOR ANNUAL MAINTENANCE CONTRACT OF CIVIL & PAINTINGWORKS AT IIM LUCKNOW- NOIDA CAMPUS



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

S.No	Description of Items	DSR Sub Head Item No.	Reference	Amount	Percentage Quoted (to be filled by bidder
1.	All Civil works (Specifications mentioned in the DSR 2023 against the related items). Work orders (small/big) will be issued on day to day basis to the AMC contractor as per the requirement of the Institute.	Items 0.1 to 0.4, Items 1.1.1 to 26.96.2 (except item 13.37 to 13.85	Up to any extent	Approximately 30.00 lacs for one year	As mentioned in DSR 2023. (+) % or (-) % In words: - (+) (-)

Note: - Rate quoted by Contractor should include all the factors (e.g. Cartage, Wastage, Excise, all types oftaxes such as GST, Contractor's overhead & profit etc.).

Signatre

Name-

Seal of Company-



## LIST OF PREFERRED MAKES FOR CIVIL AND PLUMBING WORKS

S.No	Material Description	Approved Manufacturer / Brand Name
1.	Ceramic/glazed Tiles	Kajaria, Johnson, Orient, Asian of approved design, color and shade.
2.	TMT bars – Fe500	Major producers like SAIL, Rashtriya Ispat Nigam Ltd., TISCO.
3.	Cement (PPC)	Jaypee Cement, J.K. Cement, Shree Ultra Cement, Ultra Tech, A.C.C., Birla, Wonder Cement.
4.	White Cement	Birla White, J.K. White or equivalent
5.	Primers, paints (Low VOC) (i/c water proofing cement paint ) etc.	Nerolac, Asian, Burger, ICI
6.	Putty	Birla, J.K. Putty or equivalent
7.	Wash Basin and WC PAN	Parryware, Hindware, Johnson, Cera
8.	Clear glass/PLTT Glass	Modi Guard, Saint Gobain, AIS
9.	GI pipes and accessories	Tata, Jindal, Prakash Surya, APL Apollo or equivalent make.
10.	Centrifugally Cast Spun Pipes & fittings	Neco, Kapilansh, Electrosteel, SKF
11.	DI Pipes & fittings	Kapilansh, Kesoram, Electrosteel
12.	Brass / CP Brass fittings	Parryware, Esco (Jaquar) & Hindware, Ashirwad or equivalent make
13.	Aluminium sections (Anodising by approved anodising firm)	Hindalco, Jindal, Indian Aluminium Co.
14.	Water proofing compound	WEBER, FOSROC, PIDILITE, CICO
15.	Stainless steel sink	Neelkanth , Nirali, Jayna
16.	Particle board i/c laminated	Novapan, BHUTAN, ECO BOARD

and the second sec	- Series	
17.	Plastic W.C. seat cover	Parryware, Hindware, Johnson
18.	Stoneware pipes & gully traps	Perfect, Taya or equivalent make
19.	Factory made panelled door shutters	As approved by Chief Project Manager
20.	Flush doors	Green, Century, Dura or as approved by Engineer-in- charge
21.	UPVC Window	Finesta, Aluplast or equivalent
22.	Z Section Windows & Ventilators	As approved by the Engineer-in-Charge
23.	RCC Pipes	As approved by the Engineer-in-Charge
24.	PVC tanks	Sintex or As approved by the Engineer-in-Charge
25.	Mirrors	Saint Gobain & Modi Guard, HNG
26.	CP waste & flush pipes	As approved by the Engineer-in-Charge
27.	PVC flushing cistern.	Parryware, Hindware, Johnson
28.	PE-AL-PE Pipes	As approved by Engineer-in-Charge
29.	Tile Fixer	As approved by Engineer-in-Charge
30.	Vitreous Floor Tile	Morbito, Asian, Johnson, Kajaria
31.	Roof insulation	Lloyd / BASF or as approved by Engineer in-charge
32.	Any other materials required	As approved by the Engineer-in-charge
L		1

IIM



### List of Preferred Makes for structural glazing.

1)	Aluminum	:	Hindalco / Indal / Jindal
2)	Masking Tapes	:	Sun Control / Wonder Polymer
3)	S.S. Screws / Bolts	:	Kundan / Puja / Atul
4)	Dash Fasteners	:	Hilti / Fischer
5)	S.S. Friction Stay	:	Alu Alpha / Securistyle
6)	E.P.D.M. Gaskets	:	Hanu Industries / Roop
7)	Reflective Glass	:	Saint Gobain or equivalent
8)	Standards for tempering	:	DIN – 1249 – Part – 12 (1990)
9)	Weather Silicon	:	GE / Dow Corning
10)	Structural Sealant	:	GE / Dow Corning
11)	PVC Continuous fillet for periphery packing of Glazing	:	Roop / Anand / Forex
12}	Backer Rod	:	Supreme Industries Ltd. or equivalent

Other fittings, fixtures & materials which are required as per design & shop drawings shall be as per approval of Engineer – in Charge.