



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow 226013

E-TENDER NOTICE
NOTICE INVITING TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR CIVIL WORKS
FOR 2 YEARS AT IIM. LUCKNOW

To,
M/s. _____

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

This is in reference to the advertisement published on website NIT No. – IIML/PROJ/AMC/CIVIL/2021 Date: 24.04.2021 for Annual Maintenance Contract for CIVIL WORKS for two years at Indian Institute of Management Lucknow., Prabandh Nagar, IIM road, Lucknow-226013.

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

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

Sd/-

Chief Administrative Officer

For Indian Institute of Management



1.0 Memorandum

Name of work	:	Percentage Rate Annual maintenance Contract (AMC) for CIVIL WORKS at Indian Institute of Management lucknow-226013 on DSR-2018 for two years.
Earnest Money	:	Rs.1,20,000/- (Rupees One Lakh Twenty Thousand Only)
Tender Fee	:	NIL
Total Estimated Cost	:	Approximately Rs. 60,00,000/- per year (Inclusive of GST)
Period of Contract	:	2 years from the date of issue of LOI.
Date of issue of tender document	:	28.04.2021
Date Pre-Bid Meeting	:	17.05.2021
Last Date for submission tender document	:	31.05.2021 upto 03:30 PM
Date of opening of Technical Bid Opening	:	01.06.2021 at 03:40 PM
Date of opening of Financial Bid Opening	:	Will be intimated later
starting of work	:	Within 7 days of the Date of LOI

Tenderer are advised to visit the site and see the work before submitting the tender. **The Technical and Financial bids should be uploaded only through E-tendering process on CPP portal before the due date & time. If there is any query may contact on contact no. 0522-6696100**

Sd/ -

Chief Administrative Officer
For Indian Institute of Management Lucknow



2.0 Eligibility Criteria

- a) **ANNUAL TURN OVER:** Average annual financial turnover during the last 3 years, ending 31st March 2020 of the previous financial year, should be at least Rs 30 Lacs.
- b) The Bidder should have experience in execution of civil works contract with the Government Organization/ PSU/ IIM/ IIT/NIT.
- c) **EMD:** Earnest Money Deposit as specified in NIT to be furnished in any of the following forms and shall be valid up to 90 days :
- ✚ FDR / Demand Draft / Bankers cheque / Pay Order / Bank Guarantee payable to - Indian Institute of Management Lucknow, from any Nationalized Bank/ Scheduled Bank payable at Lucknow, & Deposition of EMD through any other form will not be accepted. **The scanned image of earnest money deposit/ MSME certificate in case of MSME to be uploaded online along with the Technical bid and the original of EMD proof should reach through speed post or courier to the address mentioned below so as to reach Latest by 12:00 Hrs on the last date of submission of tender.** However, the details of DD no. date etc. to be provided in the technical bid.
 - ✚ Can be deposited in the below mentioned Institute Bank Account and share the UTR / Transaction number and date of Transaction in the Technical bid and the copy of transaction receipt must be uploaded online on portal with other documents. Those bidders, who are exempted from the deposit of Tender Fee & EMD (Earnest Money Deposit) must submit the relevant certificate to claim the exemption and mention 'Exempted' in the Technical Bid where UTR number has been asked. In case the enclosed certificate is not valid or not acceptable to the Institute, the submitted bid will be treated as bid without Tender fee/EMD and will be rejected.

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

- d) **Tender cost (Non Refundable)** : Deleted

If the EMD is being submitted in hard copy, then it should reach through speed post or courier to the following address up to 12:00 Hrs. on the last date of submission of Tender document as mentioned in tender notice failing which tender will not be opened and any postal delay or any other reasons what so ever will not be considered:

To,
 The Chief Administrative Officer,
 Indian Institute of Management,
 Prabandh Nagar, IIM Road
 Lucknow (U.P.) – 226013

- d) **SOLVENCY:** The latest solvency certificate required will be Rs 50 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.
- e) **EXPERIENCE:** Experience of having successfully completed the similar maintenance works in Govt. department/PSU/IIM/IIT/NIT during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following.
- i. Three completed contracts of Civil Maintenance work costing not less than Rs 24 Lakhs each.
- OR



ii. Two completed contracts of Civil Maintenance work are costing not less than Rs 36 Lakhs each.

OR

iii. One completed contract of Civil Maintenance work costing not less than Rs 48 Lacs each.

Note :

(1) The work shall be completed as a whole. Partial value/ partial completion are not to be considered.

(2) The meaning of "Similar Work" for purpose of tender has been defined as "Experience in "Civil Maintenance work".

f) Registration with IIM/ other Organization: if any available with the Bidder.

g) Valid Registration with Labor Deptt. : If Applicable as per the applicable labor law.

h) Copy of PAN/GIR No. Registration certificate issued by income tax Authority.

i) Copy of Certificate of GST number.

j) Constitution & legal status of firm: (Proprietary/ Partnership/ Limited)

k) Registration with P.F. and E.S.I. Departments (If applicable).

l) Intending parties are required to submit an undertaking that their firms have never been debarred / black listed by any Government/Public sector deptt. And there is no criminal case on the Proprietor/ partners/ Any of the Directors in any Police station of any court of India. This undertaking is to be given in the following format:

Undertaking to be furnished by the intending Tenderers:-

I/We declare and confirm that:-

i) I/we have never been blacklisted /debarred from any Govt. /Public sector enterprises.

ii) There is no criminal case on me/ and my partner/ board of directors is there in any court/ Police station of India.

iii) All the information and attachments submitted in the tender document/ envelope are true and correct.

iv) There is no suppression or concealment of information / document with regard to execution of work during the last 05 years

v) I / We are aware that any false information provided herein will result in the rejection of my tender at any stage.

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

Note : a) Condition F is not Mandatory for Technical Qualification.

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

(Signature of contractor)



3.0 INSTRUCTIONS TO TENDERERS

- 3.1** Indian Institute of Management shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
- 3.2** Tender Documents shall be duly filled & uploaded within the last date of submission as mentioned in the tender notice. Late tenders and conditional tenders shall not be accepted. The last date for receipt of Tender will not be extended under any circumstances, unless otherwise the date is declared a holiday for IIM Lucknow, in which case the next working day will be treated as the last date of receipt of Tender document.
- 3.3** Financial bid must be filled and submitted in the prescribed formats given on the CPP portal separately. A sample format of the Financial bid has been attached with the Technical bid just for the understanding of the bidders. This is required to be kept blank and just signed and stamped along with the other documents of this Tender. If filled in financial bid is found along with the Technical bid of this Tender, then the Tender shall be straight away rejected.
- 3.4** Tender must be valid for a minimum period of 120 days from the date of opening. If the Tenderers modifies his tender or revokes the same during this period, the tender may, at the discretion of IIM Authorities, be treated as non – bonafied and cancelled and earnest money will be forfeited.
- 3.5** This being a percentage rate contract, the rate quoted shall remain firm and errors if any in the extension / total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any reduction / increase thereof during the currency of the contract shall not vitiate the contract. The approximate estimate value of this work is indicated in NIT. This estimates however no guarantee is and is merely given as rough guide, and if the work costs more or less, Tenderers will have no claim on that account
- 3.6** This is a Percentage Rate Tender. Percentage Rates to be quoted above or below the estimated cost shall be applicable to each and every item of Delhi Schedule of Rates (DSR) 2018 volume I and II. The rate quoted by the tenderer shall be the total sum of material & labor at the IIM Lucknow campus, Lucknow **excluding of GST, GST as applicable shall be paid extra**. The bidder is advised to consider and understand that the percentage rates requested in the BOQ enclosed at price bid of this Tender are exclusive of GST. However, it is well known to all that the DSR 2018 rates are inclusive of GST. So bidders should carefully quote the percentage rates above or below the DSR 2018 Rates, considering that all the DSR 2018 rates has to be reduced by certain percentage of GST component which has been considered and indicated by CPWD in its DAR.
- 3.7** If any discrepancy / misprint is noticed / specification or BOQ, it should be clarified from the Institute before quoting the rate.
- 3.8** Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
- Where there is difference between rates in figures and the rates, quoted in words shall be considered as correct.
 - Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered as correct and necessary extension made.
 - Where the rate quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.
- 3.9** The Indian Institute of Management, Lucknow do not bind themselves to accept the lowest or any other



tender and reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason.

- 3.10** The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
- 3.11** If any of the document submitted by the tenderer is found fake, even after the acceptance of tender, the contract will be terminated for which the concerned tenderer will itself be responsible and no compensation, etc., will be paid by the IIM, Lucknow.
- 3.12** The Director, Indian Institute of Management, Lucknow has reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
- 3.13** 5% of the payable bill value of each work will be retained from each bill as defect liability period & shall be released after completion of Defect Liability Period. The Defect liability period shall be separately mentioned in each work order issued by Engineer In charge for respective works. In general, the Defect liability period in 6 months from the date of completion of respective work awarded through the respective work order. No interest shall be paid on amount. The Retention money/ Security Deposit deducted above for different works awarded through separate work orders shall be refunded to the contractor after the completion of the stipulated Defect liability period of respective work order.
- 3.14** This being Percentage Rate contract, the rate quoted shall remain firm and errors if any in the extension / total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any reduction / increase thereof during the currency of the contract shall not vitiate the contract. The approximate estimate value of this work is indicated in NIT. This estimate and Quantity however are not guarantee and merely given as rough guide, and if the work costs more or less or the Quantities varies to any extent plus or minus, Tenderers will have no claim on that account.
- 3.15** The tenderer shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Tenderers are expected to clarify only such points as asked for specifically by the Accepting Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the tenderer shall be liable for damages to the Institute in consequence thereof. He shall, in addition, forfeit to the Institute the EMD.
- 3.16** Any tender which propose any alterations to any of the conditions lay down or proposes any other conditions of any description whatsoever is liable to be rejected.
- 3.17** The EMD shall not carry interest and will be refunded to the tenderers, if the tender is not accepted, unless the same is forfeited to the Institute for any breach on his part. If his tender is accepted, the Earnest Money will be converted into Performance Security Deposit as stipulated.
- 3.18** The drawing (if any) should be returned along with the tender documents with duly signed.
- a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents.
 - b) Tenderers shall ensure that their tender is up loaded well in advance before the time and date stipulated in the tender notification/documents.
- 3.19** Under no circumstances will a Father and his Son(s) or other close relations who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tender of both parties liable for rejection.
- 3.20** The submission of a tender by a tenderer implies that he has read all the terms and conditions of



contract and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.

- 3.21** The agencies whose contract were terminated/ are in litigation with IIM Lucknow or are debarred on account of nonperformance in IIM Lucknow's work or have any criminal case in any police station/ court of India will not be eligible for bidding this tender.
- 3.22** Since this is an electronic mode of tendering, any manual or mechanical errors committed before uploading or during the process of uploading the document shall bound to be duly accepted by the Tenderers. The Tenderers shall not have claim whatsoever in this regard.
- 3.23** Tenderers are required to make the DATA ENTRY of the Percentage Rate in figure and rate in words, which will be applicable to all the items stipulated in DSR 2018 Volume I and II the prescribed format as given in part B of the Tender (financial bid).
- 3.24** The Tenderers shall download and sign the LETTER OF UNDERTAKING of the document and upload the same along with other documents.
- 3.25** Tenders of those Tenderers who fulfill the criteria mentioned above will only be considered for opening of Price Bid. Tenders received without earnest money/ copy of MSME certificate (for exemption of Earnest Money Deposit) or those which are incomplete or invalid or conditional will be rejected and no correspondence will be entertained in case of rejection.
- 3.26** Contractors / agencies are subject to be disqualified, even though they meet the qualifying criteria, if they make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and or have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc..
- 3.27** All dispute and discrepancies relating to this tender shall be governed by law of India and shall be subject to jurisdiction of court at Lucknow U.P. state.
- 3.28** The Institute reserves the right to accept any tender either in full or in part, to reject all the tenders or distribute the work in more than one agency without assigning any reason. Decision of the Institute in this regard shall be final and binding to the Bidder. The bidder/ bidders in such case cannot claim any compensation for change in the scope / Qty. of work.
- 3.29** 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 Institute will not entertain any claim whatsoever in respect of the same.
However, GST as Applicable shall be paid extra by the Institute.
- 3.31** Where the tender schedule contains special items of work, it will be entirely at the discretion of the Institute to delete these items from the Price Bid and allot these items of work to other Contractors specialized in these works. In such cases, the main Contractor will have to render all necessary co-operation to the other agencies involved so as to ensure smooth progress of all work.
- 3.32** The Contractors responsibility for this contract shall commence from the date of commencement mentioned in the work order which will be issued by the Engineer-in- Charge after acceptance of work.
- 3.33** If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD, and take Administrative Action against the tenderer like non-issue of tenders etc., as



deemed fit by the Accepting Officer.

3.34 At any time, even after award of contract also, if it will be found that the tenderers has deliberately given wrong information or false credentials at the time of tender or at any other time in connection with the contract, IIM, Lucknow reserves the right to reject the offer or cancel the contract. And in such case the contractor/tenderer is liable to forfeit the EMD amount including any other action as deemed fit. The contractor / tenderer is also liable to be permanently debarred for participating in any tender process of IIM, Lucknow concerning to any type of work in future.

3.35 PRECEDENCE FOR ACCEPTANCE:

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

- i) Tender Notice and Instructions to Tenderers shall have precedence over Special condition.
- ii) Special Conditions shall have precedence over General Conditions of Contract.
- iii) **General Conditions of Contract are available on the IIM Lucknow web site and at the IIML office and shall be the part of the contract. Successful bidder will be required to submit the signed hard copy of the same After issuing of LOI to him before start of work.**
- iv) In regard to the conditions, specifications, approved makes and mode of measurement not covered above, those contained in DSR 2018/ DAR 2018/ CPWD / Specification shall apply.
- v) However the Engineer-In-Charge shall be sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding on the contractor.

3.36 The tenderer shall not increase their quoted rates in case the Accepting Officer negotiates for reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer.

3.37 It is expected the contractor possesses the Delhi Schedule of Rates 2018, DAR 2018, Latest CPWD Specifications, Latest CPWD works manual.

3.38 Rate quoted to include:

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

3.39 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 campus area, security procedures for entry of men and material, prevalent conditions, position of materials and labour, General and Special Conditions of contract, Instructions to Tenderers, Drawing (if any) and Specifications, DSR and all other documents which form part of the agreement to be enlisted into.

3.40 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 duly attested by a Gazetted Officer must accompany the tender.

3.41 The successful tenderer shall submit additional Initial Performance security of 3% of Contract Value in form of DD/FDR/Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 15 days of award of work. Same shall be released after satisfactory completion of contract which is 2 years or the extended period. The Performance security which will be 3% +2 % EMD shall be refunded only after 90 days of completion of the contract period/ extended period of the contract.

The Chief Administrative Office

For Indian Institute of Management Lucknow



PART A

(TECHNICAL BID)



TENDER Declaration

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

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

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

A sum of Rs. 36,000/- is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money.

OR

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

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

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re- tendering process of the work.

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

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

Dated ____ ** _____

Signature of contractor

Postal Address **



PROFILE AND DETAILS OF BIDDER

1. Name of Firm/ Company
2. Name of owner
3. Year of Establishment
4. Telephone number and Mobile no.
5. Address of the firm
6. Annual turnover for last 03 years (As per ITR filed)
Years 2018-17, 2018-19, &2019-20
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 Liscence No.-
 - (e) P.F. No. (If appicablle)
 - (f) E.S.I. No. (If appicablle)
10. Establishment Details of the company (Proprietary/ Partnership/ Limited)

10. Local Address of Correspondence at Lucknow:

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

Signature of the Bidder
Name of Bidder & Seal



DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

- Duly signed tender document.
- Proof of Payment of EMD: An MSME Certificate /EMD in shape of demand draft/FDR/ NEFT made to IIML amounting to Rs 1,20,000/- (Rupees One Lakh Twenty Thousand only) drawn in favour of Indian Institute of Management, Lucknow

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

- PAN/ TAN/ GIR
- GST Registration details
- Experience certificates for the works completed in the last five years ending on 31.01.2021 clearly indicating the value of work, period of execution and satisfactory performance.

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

- Document for turnover during last 3 years i.e. 2017-18, 2018-19 and 2019-20, along with Income Tax Returns.
- Authorization letter in the name of official submitting the bid, if any.
- Undertaking in the format prescribed above by the bidder that they have not backlisted by any office/ dept. Of Central/ State Government/ PSU/ IIM Lucknow/ and there is no criminal case.

(Signature of the bidder along with seal)

Note:-

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



GENERAL CONDITIONS OF THE CONTRACT

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

4.0 SPECIAL CONDITIONS OF THE CONTRACT

4.1 NAME OF WORK

Annual Maintenance Contract for CIVIL WORKS at IIM Campus, Prabandh Nagar, IIM Road, Lucknow.

4.2 OWNER

Indian Institute of Management, Prabandh Nagar, IIM Road, Lucknow-226 013.

4.3 ENGINEER/ENGINEER-IN-CHARGE

Executive Engineer, IIM or any person designated from time to time by owner and shall include

4.4 those who are expressly authorized by him to act for and on his behalf for operation of this contract.

4.5 SCOPE OF WORK

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

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

- a) Repair and maintenance of plumbing issues such as replacement of Plumbing and sewerage lines.
- b) Dismantling and replacing the Sanitary wares, fittings etc. Water proofing plaster and other water proofing works to arrest the seepage in toilets
- c) Dismantling and replacement of Kitchen platform, sink, floor tiles, wall tiles, Brickwork, dismantling and replacement of other type of flooring, Brick coba work, Dismantling and redoing Brick work, R.C.C. works etc.
- d) Replacement of the Glasses, mirrors, jail, Door closer etc.
- e) Repair of Wooden/Aluminum, FRP, CPVC door, windows, Almiragh 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 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.

4.6 CONTRACT RATES

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

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



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

4.6 **LEVY/TAXES PAYABLE BY CONTRACTOR**

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

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

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

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

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.

GST shall be paid extra by the Institute.

(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 ESI & PF act as per applicability. The contractor shall be required to indemnify IIM for any liabilities arising on account of ESI & PF act.

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

4.9 **COMMENCEMENT DATE**

5.1 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 10 days from the date of issue of



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

4.10 VARIATION IN QUANTITIES

The amount of Rs. 60.0 Lakhs per year is taken based on last contract. **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 past practice, the work can be splitted in between two or more parties and hence the institute may award the work to two or more contractors. All the contractors will have to engage site Engineer as stipulated below. The contractors will not have any claim/reservation/objection on these accounts.

4.12 PERIOD OF CONTRACT

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

4.13 SITE SUPERVISION

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

His duties involve inspection of complaints/work, submitting proposal, accepting work order, direct supervision 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 tender should be accompanying Earnest Money of **Rs. 1,20,000/-** as stipulated in Instruction to tenderer. No interest will be payable on Earnest Money.

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

The successful tenderer shall also submit additional Initial Performance security of 3% of Contract Value in form of DD/FDR/Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 15 days of award of work. Performance security (EMD 2% + 3% of contract value) shall be released 90 days after satisfactory completion of contract period or the Extended period of the Contract.

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

If successful tenderer fails to commence the work within 3 days from the date of issue of Letter of Intent, the Institute may reject the award of work and get the work done by engaging other agency.

4.18 **TESTING OF MATERIALS**

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

- a) Regular mandatory test and any additional tests if required, shall be carried out in accordance with the procedure laid down in IS / as directed by Engineer-in-Charge by the contractor at his own cost.
- b) The testing charges, including the cost of materials to be tested and all other incidental charges such as carriage to the testing laboratory etc., shall be borne entirely by the Contractor and the quoted rates shall be deemed to be inclusive of the same.
- c) The Contractor may specifically note that the testing shall be done in Govt. / Govt. (NABL) approved laboratory only.

4.19 **INSPECTION AND TESTING**

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

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

All works generally conform to relevant I.S. Code. Any work that do not conform to the Applicable I.S. code shall be redone at the cost of contractors.

4.20 **LABOUR CAMP**

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

4.21 **SAMPLES**



Test Samples of raw material as per the Instruction of the Engineer Incharge 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.

4.22 SUB-STANDARD MATERIALS

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

4.23 SPECIFICATION

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

4.24 DEFECT LIABILITY PERIOD

Six months 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 Chief Administrative Office
Indian Institute of Management
Prabandh Nagar, IIM Road,
Lucknow – 226013 (U.P.)

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 against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

4.28 RULES FOR SAFETY AND LABOUR WELFARE

The Contractor shall comply with the safety and Labour Welfare Rules, as given hereunder and as per the Rules and Regulations framed by Local Authorities/Statutory Bodies/State/Central Govt. from time to time.

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, who may appoint an Arbitrator who is unconnected with IIM to adjudicate the same. The proceedings will be governed by the provisions of the Arbitration & Conciliations Act, 1996. The place of arbitral proceedings will be Lucknow.

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

5.2 No mobilization advance will be paid to the contractor.

5.3 If the altered/additional or substituted work or any additional work required to be as per owner's requirement shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. for which there are no established rates in schedule of items and Delhi Schedule of rates., the same shall be payable as per the provision stated hereunder.

- a) If any extra item crops up during the work (Other than that given in the Work Order), the rate for such item shall be computed as per rates of CPWD/DSR-2018 with the same percentage above or below as is quoted by the Contractor in the Price Bid).
- b) Rates for items where rate is not available in DSR-2018 shall be derived from the similar item of nearest DSR. If not available in the nearest DSR then in the nearest District Schedule of Rates issued by the Uttar Pradesh PWD department. If the item is not found in DSR and District Schedule of rates then the Percentage Rate from nearest available Schedule of rates of any Central/ Uttar Pradesh Government Department Shall be considered with whatever applicable Cost index plus or minus (If any as per relevant Circular from the department) on the schedule of rates considered.
- c) If direct working out is not possible as mentioned in a) & b) above, the contractor shall be paid on the basis of actual cost of material and labor cost plus 15% towards profit, supervision, overheads establishment, plants, machinery etc. as decided by the Competent Authority.
- d) In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:
 - (i) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
 - (ii) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

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5.0 OTHER CONDITIONS

- 5.4 All work shall be carried out as per CPWD latest detailed specification and as per direction of the Engineer-in-Charge.
- 5.5 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.
- 5.6 Sub-standard materials shall not be accepted and the Institute shall entertain no claim due to this loss of material and labour.
- 5.7 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.
- 5.8 The Institute will provide free water and electricity for the work from existing points at different location nearest to work site. Necessary loose pipes and electric wire and plug etc., to be arranged by contractor themselves on their cost.
- 5.9 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.
- 5.10 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.
- 5.11 Ordering will be in a format which will be given by designated Engineer-in-Charge.
- 5.12 Maintaining of records has to be made by contractor as per direction of Engineer-in-Charge.
- 5.13 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.
- 5.14 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 Chief Administrative Office

For Indian Institute of Management Lucknow



PART B

(FINANCIAL BID)



FINANCIAL BID

FOR ANNUAL MAINTENANCE CONTRACT OF CIVIL WORKS

AT IIM LUCKNOW



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

Sl. No.	DSR NO. 2018	Description of Items	Qty.	Unit	Amount	Rate
1.	Items 0.1 to 0.4, Items 1.1.1 to 26.8 (except item 13.37 to 13.85 and 14.42 to 14.72)	All Civil works (Specifications mentioned in the DSR 2018 against the related items). Work orders (small/big) will be issued on day to day basis to the AMC contractor as per the requirement of the Institute.	Up to any extent	As per DSR 2018	Approximately 60.00 lacs for one year	As mentioned in DSR 2018 (+) % or (-) % In words:- (+)..... (-).....

Note: All the Rates are inclusive of, labour cess, P.F, ESI etc. whatever Tax/ Statutory payment, entry Taxes etc. excluding GST. GST as applicable shall be paid extra.

Signature with seal of the Contractor