



**NOTICE INVITING E-TENDER FOR MISCELANEOUS
FURNITURE REPAIR AT VARIOUS BUILDINGS OF IIM-
LUCKNOW, LUCKNOW CAMPUS.**



Notice inviting E-Tender for MISCELANEOUS FURNITURE REPAIR AT VARIOUS BUILDINGS OF IIM-LUCKNOW, LUCKNOW CAMPUS

To,

M/s. _____

SUB.: Notice inviting E-Tender for MISCELANEOUS FURNITURE REPAIR AT VARIOUS BUILDINGS OF IIM-LUCKNOW, LUCKNOW CAMPUS.

Dear Sir,

This is in reference to the advertisement published on website dated 20.02.2020 for miscellaneous furniture repair at various buildings of Indian Institute of Management Lucknow., Prabandh Nagar, IIM road, Lucknow-226013.

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow for miscellaneous furniture repair at various buildings of Indian Institute of Management Lucknow, Prabandh Nagar, IIM road, Lucknow-226013.

as per details attached. The Institute invites you to participate and to send your offers as per the attached **NOTICE** inviting **E-TENDER**.

E-Tenders are invited under two bid system (both Technical and Financial) from reputed parties. The complete Tender document containing General term and Conditions, pre-qualification requirements etc. are available on <http://eprocure.gov.in> and our website <http://www.iiml.ac.in> for reference only. Tenderer has to pay an amount of Rs. 500.00 (Rupees Fifteen Hundred) in form of Cross Demand Draft Drawn on any Nationalized scheduled Bank in favour of Indian Institute of Management, Lucknow payable at Lucknow, as a cost of the tender document. This amount is Non-refundable.

Reputed firms/Service providers may submit their bids in the prescribed format with all the necessary documents online at <http://eprocure.gov.in> on or before bid submission closing Date & Tim

Sd/-
Officer on special Duty
For Indian Institute of Management



**Notice inviting E-Tender for MISCELANEOUS FURNITURE REPAIR AT VARIOUS
BUILDINGS OF IIM-LUCKNOW, LUCKNOW CAMPUS**

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INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, Off Sitapur Road

Lucknow 226013

E-TENDER NOTICE INVITING TENDER

IIML/PROJ/MISC/4259/2020 Dated: 20-02-2020

**NOTICE INVITING E-TENDERFOR MISCELANEOUS FURNITURE REPAIR AT VARIOUS BUILDINGS OF IIM,
LUCKNOW, LUCKNOW CAMPUS.**

Dear Sir,

E-Tenders are invited from furniture Suppliers/ Furniture repair agency for Miscellaneous Furniture Repair at various Buildings of IIM Lucknow, Lucknow Campus. Tenders are to be submitted on the bill of quantity provided in the tender on behalf of Director, IIM Lucknow. The general terms & conditions of service contract are also enclosed which has to be duly signed indicating acceptance by the tenderer.

Name of work	:	Miscellaneous Furniture Repair at various Buildings of IIM- Lucknow, Lucknow Campus, Lucknow
Earnest Money	:	Rs.6,000/- (Rupees Six Thousand Only)
Tender Fee	:	Rs.500/- (Rupees Five Hundred Only)
Total Estimated Cost	:	Rs. 2,96,000/- (Inclusive of GST)
Period of Contract	:	Forty Five Days from the date of issue of LOI.
Date of issue of tender document	:	20-02-2020
Date Pre-Bid Meeting	:	27-02-2020
Late Date for submission tender document	:	02-03-2020 upto 12:00PM
Date of opening of Technical Bid Opening	:	03-03-2020 at 12:30 PM
Date of opening of Financial Bid Opening	:	Will be intimated later
starting of work	:	Within 10 days of the Date of LOI

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

Sd/ -

Officer on Special Duty

For Indian Institute of Management Lucknow



INSTRUCTION TO TENDERER

- (i) The Tenderer shall read the document carefully before filling it.
- (ii) Original Earnest Money Deposit in form of DD/FDR in favour of Indian Institute of Management, Lucknow or valid MSME Certificate (if any) and tender fee in form DD in favour of Indian Institute of Management, Lucknow from Nationalized Bank must be submitted through registered/ speed post/ courier only. The tenderer will be fully responsible for delivery of the EMD/Tender Fee/MSME Certificate on or before stipulated time. IIM will be in no ways responsible for rejection of tender due to late delivery of the EMD/Tender Fee. **EMD/Tender Fee delivered in person will not be accepted.**
- (iii) Financial/Price bid must be submitted as per the formats provided in this tender document.
- (iv) Tender and quoted rates must be valid for a minimum period of 120 days from the date of opening.
- (v) The tender should be submitted only latest by 02-03-2020 before 12:00 PM.
- (vi) Earnest Money Deposit:-EMD of Rs.6,000/-(Rupees six thousand only) is to be submitted The EMD/Tender Fee should be sent in one sealed envelope clearly subscribing as below:
“NOTICE INVITING E-TENDERFOR MISCELANEOUS FURNITURE REPAIR AT VARIOUS BUILDINGS OF IIM, LUCKNOW, LUCKNOW CAMPUS”
B) Original Earnest Money Deposit (EMD)/Tender Fee should be sent at the below address on or before the due date & time:
**THE OFFICER ON SPECIAL DUTY
INDIAN INSTITUTE OF MANAMEMENT
PRABANDH NAGAR, IIM ROAD
LUCKNOW-226013**
- (vii) **Technical offers shall be opened first, if the tenderer fail to submit the EMD/Tender Fee/MSME Certificate before last date of submission of tender then their technical offer will not be Opened/Evaluated and technical offers will be evaluated by a committee based on technical evaluation criteria. The Financial offers from technically unqualified tenderers will not be opened and evaluated as per evaluation criteria.**
- (viii) Financial offer shall be opened only for those tenders who are technically qualified.
- (ix) The dates for opening the technical offer and financial offer will be communicated on e-tender site to the tenderers and tenderers are requested to be present at the time of opening the tenders. Authority letter is must if any person other than who has signed the tender document attends such event.



- (x) Each page of the tender document must be signed by the authorized signatory of the tenderer.
- (xi) Original tender document duly signed and filled up should be uploaded.
- (xii) The tender not accompanied by complete document or duly filled in all respect shall be rejected.
- (xiii) All erasures, cuttings and alterations made must be attested by the authorized person while filling the tender document. Over-writing of figures is not permitted.
- (xiv) Tenderers must visit the site and see the means of access to the site, type and scope of work and acquaint themselves fully about the works to be carried out and all other factors governing the works before quoting his rate.
- (xv) **Performance Security Deposit:** Successful Tenderer has to submit Performance Security deposit 5 % of total contract value within 10 days after issue of LOI with validity of minimum 180 days in form of DD/FDR from Nationalized scheduled Bank. The Performance Security deposit shall be in the form of Cross Demand Draft/FDR Drawn on any nationalized scheduled Bank in favour of Indian Institute of Management, Lucknow payable at Lucknow. EMD of all unsuccessful tenderer shall be returned after finalization of contract. The Performance Security deposit and EMD of successful contractor shall be released after successful completion of work. No interest shall be paid on amount.
- (xvi) The rate quoted by the tenderer shall be the total sum of material & labour at the IIM Lucknow campus, Lucknow including of GST, and/or any other statutory Tax applicable.
- (xvii) If any discrepancy / misprint is noticed / specification or BOQ, it should be clarified from the Institute before quoting the rate.
- (xviii) Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
 - a. Where there is difference between rates in figures and the rates, quoted in words shall be considered as correct.
 - b. Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered as correct and necessary extension made.
 - c. Where the rate quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.



- (xix) 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.
- (xx) The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
- (xxi) **Earnest Money Deposit**:- EMD of Rs.6,000/- (Rupees six thousand only) is to be submitted in the form of Cross Demand Draft/FDR Drawn on any Nationalized scheduled Bank in favour of Indian Institute of Management, Lucknow payable at Lucknow. EMD of all unsuccessful tenderer shall be returned after finalization of contract. The EMD of successful contractor shall be released after successful completion of work. No interest shall be paid on amount.
- (xxii) If any of the document submitted by the tenderer is found fake, even after the acceptance of tender, the contract will be terminated for which the concerned tenderer will itself be responsible and no compensation, etc., will be paid by the IIM, Lucknow.
- (xxiii) The Director, Indian Institute of Management, Lucknow reserves the right to reject any or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
- (xxiv) **Retention Money**: 5% of the payable bill value will be retained from each bill as defect liability period & shall be released on the satisfactory completion of defect liability period. No interest shall be paid on amount.
- (xxv) Relaxation will be given as per Govt. norms for NSIC/MSME registered firm with respect to Tender fee and EMD
- (xxvi) Uploaded document of successful tenderer will be verified with the original at the time of LOI / Agreement.
- (xxvii) Tenderers are encouraged to perform due diligence and inform themselves fully about the scope of work.



METHOD OF TENDER EVALUATION

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

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

Eligibility criteria for Bidders are as under:-

- a) Bidders shall be a Sole Proprietor/ Partnership Firm /Company.
- b) Bidder must have GST registration certificate issued by competent authority.
- c) Bidder must have PAN/ TAN/ GIR card.
- d) Bidders should have successfully completed similar works in Central or state Government/ /public sector undertakings/autonomous bodies during last five years ending on 31.01.2020 as per following:-
 - i. Three similar completed works of not less than Rs.1.19 lakhs or
 - ii. Two similar completed works of not less than Rs.1.79 lakhs or
 - iii. One similar completed works of not less than Rs.2.38 lakhs.
- e) Average annual turnover of Rs. Five lakhs for last three year ending 31.03.2019 i.e. 2016-17,2017-18 and 2018-19.
- f) The bidder should not be blacklisted by any office/ department of Central/ State Government/ Public Undertaking.

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



PART A

(TECHNICAL BID)



PROFILE AND DETAILS OF BIDDER

1. Name of Firm/ Company
2. Name of owner
3. Year of Establishment
4. Telephone number and Mobile no.
5. Address of the firm
6. Annual turnover for last 03 years (As per ITR filed)
Years 2016-17, 2017-18, &2018-19
7. Years of experience with Government
8. No. of works completed in last 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) PAN No.

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 Tender Document Fees:
- Proof of Payment of EMD: An MSME Certificate /EMD in shape of demand draft/FDR amounting to Rs 6000/- (Rupees six 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 31.01.2020 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. 2016-17, 2017-18 and 2018-19, along with Income Tax Returns.
- Authorization letter in the name of official submitting the bid, if any.
- Undertaking by the bidder that they have not backlisted by any office/ dept. Of Central/ State Government/ PSU

(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, relevant document must be submitted.



DEFINITIONS

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

- (i) **'IIM'** shall mean Indian Institute of Management, IIM Road, Lucknow and shall include their successors and assigns, as well as their authorized representatives.
- (ii) **ENGINEER-IN-CHARGE** shall mean the engineer appointed by the IIM to supervise all activities of the project.
- (iii) **'TENDERER'** shall mean the company / agency who quote against the tender enquiry for undertaking the work.
- (iv) **'CONTRACTOR'** shall mean the successful tenderer whose tender has been accepted by the IIM and to whom the order is placed by the IIM and shall include his heirs, legal representatives, successors etc.
- (v) **'PERMANENT WORKS'** shall mean all the works included in the schedule of quantities and shall also include additions, alterations etc. communicated in writing.
- (vi) **'SITE'**, shall mean the all place i.e. IIM, Lucknow where the project is to be executed.
- (vii) **'PROJECT'** shall mean entire work specified in the contract documents inclusive of extra items/extra quantities (if any) executed during the contract period.
- (viii) **'ACCEPTANCE LETTER'**, shall mean written consent by a letter of IIM to the tenderer intimating him that his tender has been accepted.
- (ix) **'CONTRACT'** shall mean the articles of Contract Agreement. The conditions of contract, schedule of quantities, specifications, attached and duly signed by the IIM and the Contractor.
- (x) **'DATE OF CONTRACT'** shall mean the date on which the IIM has issued acceptance letter.
- (xi) **'CONTRACT PERIOD'** shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- (xii) **'COMPLETION CERTIFICATE'** shall mean the certificate issued by the IIM to the contractor after successful completion of the project. This certificate will be issued on the basis of consultant's certificate to IIM about the completion of the job.
- (xiii) **'EXTRA ITEMS'** are those items, which are not appearing in the BOQ but are required to be executed during the project period and for which rates are to be derived as per the formula given in the conditions of the contract.
- (xiv) **'EMD'** shall mean Earnest Money Deposit. The Owner takes this amount to check the earnestness/seriousness of the tenderers in case they are selected as winners. The EMD amount the tenderer has to paid along with the bid response. It is one of the most important document/instrument which a tenderer is supposed to submit along with other documents.



SCOPE OF WORK

The scope of work includes Miscellaneous Furniture Repair at various Buildings within the campus of Indian Institute of management, Lucknow, Lucknow Campus. Following work shall have to be carried out by the contractor in the prices / rates offered by him:

- A. The work includes repair of chair, Almira, Book Shelf, Table, Sofa, Revolving chair etc as mentioned in performa of Price Bid. Maintenance/ Repairing of furniture items/ articles, polishing of various furniture items, renovation/change of upholstery of sofa sets, changing of Foam and chairs handles etc.
- B. Providing and fixing of the Spare/ items whatever required for repair of particular furniture such as Sofa cloth, Sofa foam, Handle, Gas spring etc. to be included in the rate quoted.
- C. The work should be completed to the satisfaction of the user department.
- D. Receiving of satisfactory completion of respective repair work as per the Institute format must be obtained by the Contractor before making any claim for such repair.
- E. Defect liability period is 6 months from the date of completion of all the problems stipulated in BOQ / price bid. Any defect arising on the repaired items has to be rectified by the contractor at his own cost without any claim for labour, material, transportation cost whatsoever.
- F. Contractor shall maintain proper housekeeping during the repairing works and should remove all the debris/waste/damaged/ un used material after completion of respective repair.
- G. All the material used shall be of the reputed make/ approved make or as instructed by the Engineer In charge.

- I. All the non-functional part /materials/ items/ replaced in repair work shall be the property of the contractor. The contractor shall ensure the removal of these materials from site without any additional cost.



GENERAL TERMS AND CONDITIONS

1.1 Directive to Contractor

1.1.1 Interpretation of Contract Documents:

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

1.1.2 Period of Contract:

The time period for completion of **Miscellaneous Furniture Repair at Various Buildings of IIM, Lucknow, Lucknow Campus** shall be 45 days from the date of issue of LOI (Letter of Intent)

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

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

Force Majeure:

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

1.1.4 No Sub-Contractor Clause:

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

1.1.5 Default of Contractor:

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



- (i) **To determine the contract:** In this event, the contract shall be terminated by giving written notice to the contractor and the unfinished works shall be got completed by labour's engaged by IIM or through other agency at the risk and cost of the contractor.
- (ii) **Without determining the contract:** In this event, the remaining works shall be got executed through a fresh contractor in which case the contractor shall not have any objection or claim on this account.
- (iii) **Before determining the contract:** In this event, if the IIM finds that the defaults of the contractor can be rectified, then an opportunity shall be given to the same contractor to rectify the defects / defaults in the specified time.
- (iv) **Termination of contract for death:** If the contractor is an individual of a proprietary firm and proprietor of the firm dies and if the contractor is Attorney of partnership firm and dies, then the IIM has the right to terminate the contract unless and until the IIM is satisfied that the surviving partners are capable of executing and completing the remaining contract. In case of termination of contract, the legal representatives of the deceased contractor are not entitled for any compensation or claim. Also, the IIM shall not levy any penalty against the damage caused by incomplete work.
- (v) **Termination of Contract in part or in full for contractor's default:** If the contractor fails to execute the work in the manner described in the contract documents or if at any time, in the opinion of the IIM:
 - a. Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.
 - b. Stops the execution of works without giving prior information to the IIM.
 - c. Fails to carry out the works to the satisfaction of the IIM Engineer In charge with respect to qualities and time schedule.
 - d. Fails to supply sufficient or suitable work, materials, and labour's etc.
 - e. Commits breach of any of the provisions of the contract.
 - f. Abandons the work.
 - g. Becomes bankrupt during the continuance of the work. Whenever the employer shall exercise his authority to cancel the contract under the above condition, the employer shall be at liberty to hold and retain in their hands materials, tackles, machinery and stores of all kinds on site as they may think proper and may at any time sell any of the materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of contract as aforesaid. The employer shall also be at liberty to use materials, tackle, machinery and other stores on the site of contractor as they think proper in completing the work and the contractor will be allowed the necessary credit. The value of materials and stores and amount of credit to be allowed for tackle and machinery belonging to contractor and used by employer in completing work shall be assessed by the IIM and amount assessed shall be final and binding on the contractor. In case employer completes or decides to complete the work under the provisions of this condition, the cost of completion to be taken into account in determining the excess cost to be charged to the contractor under the condition shall consist of the cost of materials purchased or required to be purchased, labour provided or required to be provided.



1.1.6 Variation in scope of works:

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

1.1.7 Staff and Workers:

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

1.1.8 Maintenance of the site

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

1.1.9 Dispute & Arbitration:

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



- (iv) The service of notice will be given by e-mail, fax, courier, speed post or registered post be added and the address for service of notice be specified both for IIM and contractor.

1.1.10 Escalation:

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

1.2 Execution of Work

1.2.1 General:

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

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

1.2.2 Inadequate / substandard works and materials:

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

1.2.3 Default of Contractor in compliance:

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

1.2.4 Discrepancies between instructions:

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

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

If there is any variation in specification for any change in make of item, then it has got to be approved from the IIM prior to installation or execution and the financial effect, plus or minus, or impact shall be incorporated accordingly by the IIM. If any of the items to be executed is not



included in the schedule of quantities, then the contractor shall submit the rate analysis of the item specifying the actual landed cost on basis of prevailing rates of material, labour incidental charges and allowing 15% to cover overhead & profit. The contractor shall submit all necessary supporting documents in original to the IIM.

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

1.2.6 Liabilities for defects and rectifications:

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

1.2.7 Period of defect & liability:

The defect & liability period of the work shall be 6 months from the date of completion of the work as certified by the IIM and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs during the period of liability the same will be rectified by the contractor at his own expense to the satisfaction of the IIM. If the contractor fails to do so, then the IIM shall have the authority to get the work done by other means and the Expenditure incurred shall be recovered from the contractor.

1.2.8 Suspension of work:

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

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

In case of suspension of work:

- a. The contractor shall during such suspension, properly protect and secure the works and carry out the instructions of the IIM.
- b. If the suspension is ordered for the reasons 1.2.11 (ii) as stated above, the contractor shall be entitled for extension of time equal to the period of every such suspension but no compensation for damages etc. shall be admissible on account of suspension of work.



1.2.9 Possession Prior to completion:

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

1.2.10 Care of Works:

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

Certificate and Payment

1.2.11 Schedule of Rates:

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

1.2.12 Measurement:

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

1.2.13 Mode of Measurement:

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

1.2.14 Mobilization Advance:

No mobilization advance shall be paid.

1.2.15 Billing:

The contractor shall submit complete bill only after complete satisfaction of Engineer in charge or User (complete in all respect).

1.2.16 Terms & Mode of Payment:

- (i) The payment due to the contractor shall be made only in Indian Currency by Crossed Account Payee Cheque or RTGS. In no case, will the IIM be responsible if the cheque is misled or miss-appropriated by the contractor or his representatives. The cheque shall be released only against submission of duly signed and revenue stamped receipt.
- (ii) The IIM reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. the IIM further reserves



the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.

- (iii) Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit.
- (iv) 5% of the payable bill value will be retained from each bill as security deposit & shall be released after the defect liability period of 6 months. No interest shall be paid on security deposit amount.
- (v) **Tax Deduction:** All statutory deduction like Income Tax, Works Contract Tax, E.S.I., P.F or any other government-imposed liability shall be borne by the contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the contractor.
- (vi) **Contractor shall be responsible for any State Entry Tax, octria etc.** whatever applicable/ required to pay for Transportation of the Material to the Site.

1.2.17 Labour Laws:

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

1.2.18 Minor/Fatal Accident on Duty:

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

1.3 Safety Code

1.3.1 Safety and Protection:

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

- (i) Safety of personnel engaged in the construction.
- (ii) Protection and safety of works and materials during their progress.



- (iii) Sanitary and hygienic conditions of working and living for his workers, as required by the IIM.
- (iv) The contractor shall have to ensure availability and use of all desired safety gadgets like safety belts, helmets, goggles, hand gloves, gumboots etc.

1.3.2 Preservation of Peace:

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

1.4 Details of Work Execution

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

1.5 Site

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

1.6 Electricity

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

1.7 Contractor's Scope of Supply

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

1.8 Recovery from the Contractor

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



1.9 Clause for indemnify

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

1.10 Liquidated damage charges

0.05% per day of contract value for delay up to 15 days. 0.10% per day of contract value for delay from 15-45 days and for delay beyond 45 days it will be maximum limit of 10% of the Ordered value.

Service of Notice

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

(i) THE DIRECTOR

INDIAN INSTITUTE OF MANAMEMENT

PRABANDH NAGAR, IIM ROAD

LUCKNOW-226013

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