



भारतीय प्रबंध संस्थान, लखनऊ नोएडा परिसर

INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

NOIDA CAMPUS

Plot no. B-1, Sector -62 Institutional Area, Noida-201307, U.P

Tel: 0120-6678515 - 8521| Fax: 0120-6678506

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E-TENDER DOCUMENT

For

**HORTICULTURE SERVICES AND MAINTENANCE
AT
IIM LUCKNOW NOIDA CAMPUS**



भारतीय प्रबंध संस्थान, लखनऊ नोएडा परिसर

INDIAN INSTITUTE OF MANAGEMENT LUCKNOW NOIDA CAMPUS

Plot no. B-1, Sector -62 Institutional Area, Noida-201307, U.P

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E-TENDER NO. IIML/PUR/HORTICULTURE SERVICES AND MAINTENANCE /2019-2020/011

Date: 04.02.2020

To,
M/S. _____

SUBJECT: Horticulture services and maintenance at IIM LUCKNOW Noida Campus

E-TENDER NOTICE

Dear Sir,

E-Tenders are invited from reputed agencies/firms for Horticulture services and maintenance of landscaped surrounding areas of buildings in IIM Lucknow Noida Campus. The general terms & conditions of service contract are also enclosed which has to be duly signed indicating acceptance by the tenderer.

Name of work	:	Horticulture services and maintenance of landscaped surrounding areas of buildings in IIM Lucknow Noida Campus at IIM, Lucknow Noida Campus plot B-1 sec-62 Noida UP 201307.
Earnest Money Deposit	:	Rs 75,000/- (Rupees Seventy Five Thousand only)
Period of Contract	:	Total 04 Years #
Date of issue of tender document	:	05 th February 2020
Last Date for submission of complete tender document	:	Thursday 05 th March 2020 at 3:00 PM
Pre-Bid Meeting Date & Time and Venue	:	Tuesday 25 th February 2020 at 11:30 AM At Meeting Room IIM, Lucknow Noida Campus plot B-1 Sector -62 Noida UP 201307.
Date of opening of Technical Bid	:	Thursday 12 th March 2020 at 3:00 PM
Date of opening of Financial Bid	:	Will be intimated later on
Date of starting of work	:	Mid of April 2020 or as per date of Work Order

NOTE:- #

- I. Initially contract will be awarded for one year.
- II. Post completion of One year, the contract may be extended further (1+1+1) subject to satisfactory services on mutual terms & conditions agreed upon.
- III. Total period of contract will be of four years

For Indian Institute of Management Lucknow

1. The tenderer are advised to uploaded supported documents as per tender notice.
2. **If the tenderer fails to start the work within 10 days of receipt of letter of acceptance, the work shall be withdrawn and EMD deposit will be forfeited.**
3. The terms and condition/scope of work for maintenance given in notice inviting tender are also part of the General Terms & Conditions. If any of these is in the contradictions, most favorable to the Institute will prevail upon.
4. The Director, Indian Institute of Management, Lucknow reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
5. The validity of the submitted bid shall be at least **120 days** from the date of opening of tenders.
6. Tenderer incorporating additional conditions are liable to be rejected.
7. Tenderers are advised to visit the Noida Campus and physically check the volume of work at work place before quoting the rates. No deviation of rates or new conditions of contract will be accepted after award of the work.
8. No support of man power, material (Tools/ Machinery/ Plants/Seeds/ Fertilizers etc) , cartage or transport etc. will be provided by the Institute. All these have to be arranged by the contractor at their own cost.
9. No advance payment will be made. However monthly payment can be paid after satisfactorily completion of monthly services.
10. The tender should be accompanied with earnest money deposit (EMD) **of Rs. 75,000/- (Rupees Seventy Five Thousand only) in the form of crossed Demand Draft** from Nationalized Scheduled Banks in favour of Indian Institute of Management Lucknow Noida Campus, payable at Noida of any nationalized/scheduled bank. Any other mode of transaction or cheque will not be accepted.
11. E.M.D. of unsuccessful tenderer will be released (without bearing interest) after the award of work to the successful tenderer.
12. Successful tenderer will have to deposit the security deposit equal to 10% of contract value within fifteen days from the issue of Letter of Intent/Work Order. Security deposit may be in the form of demand draft in favor of Indian Institute of Management, Lucknow Noida Campus. The security money will be released to the contractor after satisfactory completion of contract and release to final bill. No interest will be paid on the held money with the Institute either in form of security deposit or EMD or retention money.
13. Initially contract will be awarded for one year, Post satisfactory completion of One year, the contract may be extended further (1+1+1) subject to satisfactory services on mutual terms & conditions agreed upon, Total period of contract will be of four years
14. However, both (Institute/contractor) have right to end the contract by serving three months advance notice in writing to the other party. Also if the contractor is found to be grossly negligent or inadequate in execution of the work, the Institute shall have full right to notify the contractor of the gross defects and to terminate the contract at any time during the contract period without any prior notice.

For Indian Institute of Management Lucknow

INTRODUCTION

The Indian Institute of Management Lucknow is one of the premier management institute in the country was established by Government of India under administrative control of Ministry of Human Resources Development. Indian Institute of Management Lucknow took the lead in establishing a satellite campus at Noida, suburb of New Delhi in the National Capital Region.

We are looking for a reputed agency for Horticulture and lawn Maintenance services with expertise along with latest practices.

SCOPE OF WORK

The approximate total area of Indian Institute of Management Lucknow, Noida Campus is **79800 sq. mtrs.** Out of this the plinth area of Office Buildings, Hostel, Staff Quarters, and Guest House etc. is **23940 sq. mtrs.** The balance **55860 sq. mtr.** covers gardening area and other development areas, footpaths, inside roads etc.

ELIGIBILITY CRITERIA:-

- I. **Experience:** The firm should have a minimum of Ten (10) years' work experience in Horticulture and lawn Maintenance services. Out of Ten (10) years' work experience the firm should have minimum five (5) work experience in Central/State Govt. Departments/Public Sector Undertakings/Autonomous Bodies/Large Industrial/Educational Universities/Institutes/CPWD etc. The tenderer should enclose supportive copies of certificates of experience/testimonials.
- II. The firm/contractor having annual turnover of Rs.50 Lacs (Rupees Fifty Lacs) or more Horticulture and lawn Maintenance services in the last three years.
- III. The firm should be GST registered.
- IV. The firm should have valid labour contract license issued by Labour Commissioner for current contract.

SELECTION PROCESS

- I. The Firm/contractor meeting above eligibility criteria will be treated as Technically Qualified.
- II. The Financial bid will be opened of the Technically Qualified firm/contractor only.
- III. The Technically Qualified Firm/contractor quoting best rate in the PART – C, of ANNEXURE-“C” (of FINANCIAL BID) will be treated as (L1) successful bidder.

NOTE:-

- The Institute does not bind itself to accept the lowest bidder.
- The Institute reserves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted.
- Subletting the work to another firm is not allowed. In case, after selection if found, the firm has sublet Horticulture and lawn Maintenance services work with other firm, the Institute holds discretion to terminate the contract with immediate effect. The contractor shall have no claim if the period of contract is curtailed.
- Canvassing in any form is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.
- The Institute has right not to accept/or reject all the Tender Bids at any stage.
- Pre-Bid Meeting will be held on Tuesday 25th February 2020 at 11:30 AM in the Meeting Room IIM, Lucknow Noida Campus plot B-1 Sector -62 Noida UP 201307.

1. **Site Inspection:** Tenderer are requested to inspect the site before filling the Tender Documents. He/She must clarify all doubts regarding the nature of work, if any, before submission of the Tender Document. In this matter the Administrative Officer (P&S) could be contacted on telephone No. 0120-6678545 **OR** Estate Manager could be contacted on telephone No. 0120 - 6678521 for the purpose and any assistance in this regard.
2. Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions are liable to be rejected. Tenderers should quote their rates both in figures and in words. All pages and enclosures are to be serially numbered.
3. **Acceptance Period:** The tender shall remain firm for acceptance for a period of 120 days from the date of opening of tender. Any withdrawal during firm period will entail forfeiture of the EMD.
4. **Price Bid:** *The Contractor must include the cost of all man power, material (Tools/ Machinery/ Plants/Seeds/ Fertilizers etc) , Cartage or transport, Spare Parts etc. ,uniform of workers, and all other taxes/ GST and duties and all activities enumerated in the schedule and specifications.*
5. **Alterations in Tender Documents:** No alterations shall be made by the tenderer in any of the tender document, and if any alternations are made or any special condition attached, the tender is liable to be rejected.
6. **Acceptance of Tender:** The Institute does not bound to accept the lowest tender. The Institute also reserves the right to reject any or all the tenders, without assigning any reason(s).
7. **Period of Contract:** Initially contract will be awarded for one year. Post completion of One year, the contract may be extended further (1+1+1) subject to satisfactory services on mutual terms & conditions agreed upon. Total period of contract will be of four years.
8. **Commencement of work:** The Contractor shall commence the work with effect from **mid of April 2020 OR as per date mentioned on** the work order.
9. **Contract Agreement Signing:** On getting the Work Order, the tenderer shall sign the necessary contract agreement on a non-judicial stamp paper worth Rs. 200/- (Rupees Two Hundred only) within one month, as per the prescribed format, which in draft form is enclosed herewith as Annexure-“D”. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. If the contractor fails to execute the agreement within the time specified, his ‘Earnest Money’ shall be forfeited.
10. (a) **Earnest Money Deposit (EMD), (b) Performance Guarantee (Security Deposit) and (c) Retention Money:**
 - (a) The tender document should be accompanied by **EMD** of Rs 75,000/- (Rupees Seventy-Five Thousand only) as Demand Draft from any Scheduled Bank in favour of Indian Institute of Management Lucknow Noida Campus, payable at Noida. The tender received without EMD or with EMD in any form other than as stated above is liable to be rejected. The EMD will be refunded to the unsuccessful tenderer within one month of the acceptance of the tender by the successful bidder. It will not bear any interest.
 - (b) **Performance Guarantee (Security Deposit):** Within seven days of the award of the contract, the Contractor shall furnish to the Institute a bank guarantee for a sum equivalent to 10% of the annual contract value as Performance Guarantee (Security Deposit) valid for 15 (fifteen) months. In case of extension of contract, the Performance Guarantee (Security Deposit) will also be extended for another 15 months. EMD already deposited along with tender can be adjusted for the Security Deposit or shall be returned on furnishing the performance guarantee. The Security Deposit shall be returned after six months of completion of the contract period and it will not bear any interest.
11. **Payments:** Printed bill shall be submitted in two copies, every month on post-work basis. The contractor shall ensure that payment to his employees is made by 7th day of the following month through bank. The contractor shall produce proof with details of the same along with monthly bill. The payment will be released only after satisfactory verification of the same.

12. **E.S.I. & Provident Fund Obligations:** The Contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be in force from time to time. All employees engaged upon the works shall be covered under these schemes and the required amounts deposited by him directly with the concerned authorities. All records in connection with the above shall be properly maintained by the Contractor and produce for scrutiny by the Institute whenever called for.
13. All provisions of Contract Labour (Regulation & Abolition) Act 1970 should be strictly complied with.
14. Tenders uploaded on www.eprocure.gov.in on or before closing date and time (ONLY) shall be accepted for consideration. Send the hard copy of EMD (only) well in advance or before closing date and time to the **Administrative Officer (P&S), Indian Institute of Management Lucknow, B-1, Sector – 62 NOIDA–201307.**
15. The workers engaged by contractor will not be on payroll of the Institute and will not be entitled to any benefit as applicable to the employee of the Institute.
16. The workers should be within the age group of 20 to 60 years. The contractor shall be fully responsible for the work allotted to him and he or his workers shall not indulge in any other activities than doing specified job allotted to them. In case of any loss/damage to Institute property or its interest the competent authority shall be free to impose penalty of equivalent value of loss/damage as decided by the competent authority of the Institute.
17. In case the integrity, character and behavior of any of the contractor's worker is found doubtful, she/he would be replaced by the contractor on receiving instruction from the competent authority of the Institute.
18. The employed workers for this contract is the SOLE responsibility of the Contractor. Any compensation for disengagement on account of death, disability of any labors(s) provided for deployment in the Institute, even if such disability manifests after the termination of the contract shall be the contractor's exclusive & sole liability and also responsibility.
19. The contractor is wholly responsible to supply the worker in the Institute premises. If any accident/untoward incident happens, on account of improper workmanship or lack of safety precautions during duty, the contractor is wholly responsible for settling the case with police/court lies with the contractor.
20. If the contractor fails or neglects to render the said service or any part of the services to the extent of satisfaction level of the Institute. OR if the contractor commits breach of any of its obligation. The Institute holds the discretion to terminate the contract for any reason whatsoever on giving three months' written notice. The contractor shall have no claim if the period of contract is curtailed.
21. If the contractor wish to discontinue the contract, he/she will have to give three months' notice well in advance (in writing) to the competent authority of Institute, for discontinuing the work.
22. The Director of the Institute shall have absolute right to impose penalty for unsatisfactory services rendered by the contractor. The decision of the Director, Indian Institute of Management LUCKNOW regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.

TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS.

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- a) **Institute** means Indian Institute of Management Lucknow (IIML) Noida Campus, or its authorized representative.
- b) **Contractor** shall mean the successful tenderer to whom contract has been awarded.
- c) **Contract** shall mean and include the following:
 - i. Notice inviting tender
 - ii. Tender form
 - iii. Draft Agreement
 - iv. General and Special Conditions of contract
 - v. Schedule of quantities
- d) **Site** shall mean the actual place in, over or under which work is to be done, allotted by the institute for the purpose of carrying out the contract
- e) **Work** shall mean the work or works contracted to be executed under this agreement whether original altered, substituted or additional and includes materials or labour or both.
- f) **Contract value/price** shall mean the sums referred to in the formal agreement, if any or the work order.

SPECIAL CONDITIONS:

1. General:

The contractor shall carry out the regular horticulture services and upkeep of landscaped areas, trees and other plant species in the entire Institute premises and maintenance of surrounding areas of buildings & roads of the Institute free of wild growth, creepers and invasive plants for the duration of **one year's effective from Mid of April 2020.**

2. Scope of Work:

The scope of work shall include the maintenance and upkeep of all the areas/places and trees as specified hereunder throughout the year: -

- (a) Lawn Areas.
- (b) Planted Trees (existing and those planted under Campus Green Initiative from time to time).
- (c) Shrubs/Plants (existing, those kept in the Institute's nursery and those planted under Campus Green Initiative from time to time).
- (d) Ground Covers (including those kept in the Institute's nursery).
- (e) Indoor Plants (including those kept in the Institute's nursery).
- (f) Hedges along the road side/other areas.
- (g) Cleaning pebbles of moss, dust etc. spread over different locations.
- (h) Cutting and pruning of grass/weeds along three-meter-wide of Campus road sides, building surroundings, area surrounding the rain water harvesting ponds (including pathways), and area around trees and shrubs, both existing and those planted under

Campus Green Initiative in the Campus. After pruning of grass/weeds, the entire stretch of road should be cleaned by brooming the road.

- (i) Trimming or cutting of branches or trees as required.
- (j) Pathways in the Lawn Areas.
- (k) Potted Plants.
- (l) Potting of new plants
- (m) Planting and maintenance of new plants/trees
- (n) Maintenance of trees free of wild growth, creepers and invasive plants
- (o) Maintenance of Building Surrounding Areas free of wild growth and creepers/invasive plants
- (p) Maintenance of Drains along the Roads/other Areas free of silt, wild growth and creepers/invasive plants
- (q) Develop and Maintenance of Horticulture Nursery.
- (r) Maintenance of Vermi compost and ordinary compost
- (s) Miscellaneous (or) any other task as and when given by the Institute

CONTRACTORS RESPONSIBILITIES (PART-1)

MAINTENANCE OF LAWN AREAS.

The maintenance of lawns includes weeding, trimming and pruning of grass by lawn mowing of grass cutting machines, top dressing, checking of grass, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc. and other works related to horticulture as per needs from time to time. Replanting of lawn if required including preparation of ground in the Institute

- a. The complete lawn areas (including interlinking paver areas where grass has been planted in the landscaped areas) have to be cleared from the growth of all types of weeds and other undesirable foreign growth by rooting out.
- b. All the lawn areas have to be uniformly mowed at regular intervals (at least once in a month or as and when required) in order to achieve proper and uniform growth of grass. It has to be ensured by the Contractor for making lawn area completely free from weeds, before beginning the mowing operation.
- c. The grass cut have to be disposed-off as per instructions of the concerned officer of the Institute.
- d. Chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass or as and when required, in order to eliminate insects, pests etc. and to control diseases.
- e. Fertilizers/manure supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass is over or as and when required.
- f. Anti-termite chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass or as and when required in order to control the termites attack on grass.
- g. The grass has to be checked regularly in order to ensure that the lawn is completely free from insects, pests, termites, etc. which may harm the lawn.
- h. The Contractor has to always ensure uniform and healthy growth of grass and plants.

- i. The Institute has already a well laid irrigation system covering the lawn areas in the Academic area. As and when water is pumped, the operations of the valves of sprinklers will be done by the Institute. The areas that are not commanded by the sprinkler system, shall be watered using hose by the contractor. No sprinkler system is available in the Residential area at present. Hence the entire watering of lawns in this area has to be done using hoses connected to water taps available in their vicinity/procure new ones for the purpose.

MAINTENANCE OF PLANTS, SHRUBS, TREES, GROUND COVERS ETC.

- a. Regular check-up has to be done to ensure the healthy growth of all outdoor and indoor plants (including the potted plants).
- b. Proper moisture content in the soil around the root zone has to be ensured.
- c. The contractor has to operate the landscape irrigation system and ensure proper irrigation of the lawn, hedges and all plants. Maintenance of the irrigation system like cleaning the water tanks, checking the serviceability of sprinklers, drippers, hoses, valves, etc will be the responsibility of the contractor. Any spares required for this will be provided by the Institute on reporting. Any damage to the irrigation system is to be reported immediately.
- d. Weed growth in the basins of plants must be eliminated. The growth of turning grass has to be fully controlled in the basins of the plants.
- e. Manure/fertilizer supplied by the Contractor has to be applied uniformly at the recommended dosage or as per the instructions of the Institute.
- f. Chemicals/insecticides/pesticides, anti-termite chemicals etc. supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute.
- g. Soil around the root zone of the plant/tree/shrub etc. has to be loosened for manure application.
- h. Contractor has to ensure availability of water to plants/grass, immediately after the manure/fertilizer application.
- i. Pruning of all types of plants has to be done immediately after flowering (for flowering species) or as and when required for foliage/ornamental species.
- j. All the removed portions of wild growth, weeds, invasive plants and decayed/dead leaves/branches have to be removed and disposed off immediately in a common/an identified location as instructed by the representative of the Institute to the Supervisor.
- k. Dust from the leaves has to be cleaned frequently using running water.
- l. Dead/unhealthy plants have to be replaced with the similar variety plants of the same height and leaf density. The contractor may get the plants for replacement from the Institute's Nursery to the work site.
- m. All plants/ Trees/shrubs shall be properly protected from wind or inclement weather by staking or other suitable horticultural practices.
- n. All the hedge plants/ground covers etc. have to be trimmed in to good condition as instructed by the Institute.
- o. All the healthier cut portions of plants while pruning have to be delivered to the Nursery

for proliferation purposes and the remaining residues have to be cleared from the site immediately.

p. Moisture content in the root zone soil has to be checked while watering to the indoor plants (excluding potted plants).

q. All the indoor plants shall be shifted at regular intervals and replaced with new plants

CONTRACTORS RESPONSIBILITIES (PART-2)

1) Planted Trees Upkeep.

Planted trees include avenue trees and other trees newly planted at various locations in the academic area and residential area surrounding the rain water harvesting ponds, landscaped areas/along the road sides which needs to be maintained. Maintenance of trees include protecting the trees from weeds, wild growth/invasive plants, watering and manuring, and taking any other eco friendly measures to ensure faster and healthy growth of the trees.

2) Hedges along the Road Sides/other areas.

Hedges along the road sides from Main Gate to Admin Block /Guest House/Residential Block and those planted as part of landscape should be maintained and wherever decayed/withered away should be replaced with new ones. The same is to be cut/pruned as and when required or directed by the Officer Incharge (Horticulture) of Institute.

3) Cleaning of Pebbles of Moss.

Cleaning pebbles of moss, dust etc. spread over different locations including all play-grounds in the proximity of buildings twice in a month.

4) Cutting and pruning of grass/weeds along the road sides/step sides.

The grass/weeds along both the sides of the road/steps, building surroundings, area surrounding rainwater harvesting ponds including pathways, and around the planted trees and shrubs, both existing and new ones planted in the campus should be cut and pruned at least once in a month. The cutting of the grass/weeds should be up to 2 to 3-meter-wide from both the sides of step/road, drain/hedges sides and building surrounding. It should be up to 7-10 meters into the inner side of hairpin curves of the road and rainwater harvesting ponds including pathway. After pruning of grass/weeds, the entire stretch of road should be cleaned by brooming the road by horticulture workers.

5) Trimming of Branches of Trees.

The branches of trees are required to be trimmed at times/as and when required at the following areas as per the instructions of the Officer Incharge (Horticulture) of Institute.

- a. Along all the road sides of the Campus which hinder free vehicle traffic.
- b. Which are leaned over the buildings to prevent creepers/ snakes entering the building.
- c. Which hinder the line of sight of antennas placed at various building premises/residential areas.

6) Pathways in the Lawn Area.

All concrete pavements in the academic lawn areas should be maintained in such a way that no vegetation should be grown over the pre-cast concrete interlocking pavers. However, grass pavers should be having grass duly cut/pruned along with the lawns.

7) Potted Plants.

All the potted plants in the Campus area including those in the nursery to be maintained. In case of breakage of pots the same may be replaced with similar item at the cost of contractor. Watering, manuring, keeping proper height/ symmetry of the plants in the pot, re-potting of plants. The pots should be neatly painted in red snocem colour at least once in three months or on important occasions such as annual convocation, valedictory function, visit of VIPs/ministers/dignitaries as instructed by the Officer Incharge (Horticulture) of the Institute.

8) Maintenance of Building Surrounding Areas

All surrounding areas of the existing/under construction buildings of the Institute Campus shall be cleared off/rooted out of grass/weeds all times.

9) Maintenance of Nursery

The contractor has to maintain the horticulture nursery and potted plants therein by doing all horticultural operations like weeding, hoeing, watering, mixing of manure and fertilizer including application of plant tool, spraying of insecticides, pesticides, fungicides, etc and preparation of seedlings by sowing of seeds, bulbs, rhizomes, cuttings, grafting, layering, gootying, etc and plantation of seedlings in pots and shifting of potted plants as and when required for replacement at various places in the Campus or as instructed by the representative of the Institute.

10) Potting of new plants and planting and maintenance of trees/tree saplings:

Whenever Contractor procures new plants and tree saplings it shall be the responsibility of the contractor to do the potting of new plants and planting and maintenance of new tree saplings. Maintenance of trees include protecting the trees from weeds, wild growth/invasive plants, watering and manuring, and taking any other ecofriendly measures to ensure faster and healthy growth of the trees.

11) Maintenance of Vermi and Ordinary Composts:

The Vermi compost and ordinary compost shall be maintained regularly filling the pits and shifting the composts at the required intervals.

12) Miscellaneous.

All other landscaping maintenance works which are not specifically mentioned in the tender document but are relevant as per the standard horticultural practices shall be carried out as instructed by the Officer Incharge (Horticulture) of Institute.

- a. All the landscaped areas have to be kept clean from dried & decayed materials and other unwanted materials.
- b. The landscaped areas should be kept free from weeds, wild grasses other unwanted growth and other foreign growths by rooting them out.
- c. The scope of work enumerated above is not exhaustive but indicative.

13) PLANTS (TECHNICAL SPECIFICATION)

General Plant categories:

- i. Grass planted in the lawn areas
- II. Trees
- III. Shrubs
- IV. Flowering Plants
- V. Foliage/Ornamental Plants
- VI. Aquatic Plants
- VII. Ground Covers

Manure/Fertilizer supplication dosage to be provided and interval of application.

PARTICULARS	Rose & Other flowering plant variety	Out door Plants	Indoor Plants
BONE MEAL	100 gm/ plant	500 gm/ plant	50 gm/ plant
NEEM CAKE	50 gm./plant	200 gm./plant	100 gm./plant
ORGANIC MIXTURE	150 gm./Plant	150 gm./Plant	150 gm./Plant
INTERVAL OF APPLICATION-	45 days	60 days	45 days

LAWN/LANDCSAPE

Urea	-	2.5-3 kgs./100 M. Sq.
Organic Mixture	-	5 Kgms. /100 M. Sq.
Interval of application-		60 Days.

Chemical (Insecticides/fungicides/germicides / Anti termite etc) application

2 MI / 2 Mg per liter or as per the manufacturers recommended dosage. Chemicals have to be thoroughly mixed with water and have to be applied uniformly using knapsack sprayers or other suitable type sprayers

CONTRACTORS RESPONSIBILITIES (PART-3)

RECOMMENDED MANPOWER

1. The following manpower is recommended for the scope of work mentioned above:

S. No.	Description of Manpower	No. of persons required	Remarks
1	Supervisor	01	
2	Mali/ Gardeners	07	

- i. **The Contractor should have a valid labour contract licence issued by Labour Commissioner for employing labourers in the current contract.**
- ii. Give Uniform and Identity Card to all the workers and Supervisors.
- iii. Provide all the agricultural implements like lawn mower, spade, garden rake, hand cultivator, garden trowel, secateurs, water hose (if required), grass shears, hedge shears, knife, garden can, sprayers and other useful implements for the work.
- iv. Keep under safe custody, all the tools, the fertilizers/manure/ chemicals/fuels, etc. supplied by the Contractor and avoid misuse of the same.

TOOLS LIST		MACHINES DETAIL	
S No.	Description	S No.	Description
1	KHURPI (Small)	1	MOTORISED LAWN MOWER 18"
2	KHURPI (Big)	2	MOTORISED LAWN MOWER 24"
3	TRICYCLE (Maintenance Cost)	3	MANUAL LAWN MOWER
4	SPADE	4	HEDGE CUTTER
5	GAINTI	5	BUSH CUTTER
6	SPUD	Manure/Fertilizer supplication	
7	ROSE CUTTER		
8	RETI	1	PESTICIDE AND TERMITE
9	SHOVEL	2	ROGAR
10	ARI	3	BIO FERTILIZER
11	DAAB	4	CHEMICAL (URIYA)
12	HAMMER	5	DAP
13	TASLA	6	MELITHIYAN
14	SCISSOR	7	BONE MEAL
15	TALWAR	8	NEEM CAKE
16	WATER PIPE (30MITTER LENTH)	9	ORGANIC MIXTURE
17	SPRAY MACHINE		

SEASONAL FLOWER NAME

Seasonal plants name are given below.

Summer + Rainy season	Winter Season
<ol style="list-style-type: none"> 1. Kochia 2. Balsom 3. Zenea 4. Galardia 5. Partulaca 6. Colius 7. Caladium 8. Sunflower 9. Cosmos 10. Amary less 11. Or any other with permission of Horticulture Incharge 	<ol style="list-style-type: none"> 1. Candituft 2. Chrysanthimum 3. Dahelia 4. Hybrid Marigold 5. Ice Plant 6. Corn Flower 7. Petunia 8. Popy 9. Panzy 10. Desy 11. Sweet Willium 12. Salvia 13. Berbina 14. Kelandula 15. Or any other with permission of Horticulture Incharge

- v. Ensure adequate safety precautions while using all types of chemicals used for the application to the plants like providing shoes, mask, gloves, etc. to the workers.
- vi. Maintain registers showing all the details of wages paid, attendance of gardeners,

account of quantities of manures/ fertilizers/ chemicals etc. applied, duly signed by the Supervisor and countersigned by representative of the Institute.

- vii. Ensure remitting of EPF and ESI contributions in time with the respective Government agencies, in respect of all the personnel deployed by him at IIM Lucknow Noida Campus for the contracted work and provide proof of such remittances, every month, individual wise.
- viii. Maintain trained persons till the end of contract and any change of persons during the contract period will be intimated to the concerned representative of the Institute.
- ix. Ensure that provisions of the Contract Labour (Regulation & Abolition) Act 1970 and its associated Rules are complied with.
- x. The contractor will ensure the following regarding the workers being deployed for working at IIM Lucknow Noida Campus shall be :-
 - Above than 20 years of age and less than 60 years of age.
 - Shall not have any Police Record of unethical.
 - Shall not be alcoholic or drug abuse.
 - Shall not be infected with chronic or contagious diseases.
 - Shall be physically, medically fit.
 - Shall be an experienced and competent person.

1. The Contractor shall give all the relevant details of worker (Aadhaar Card, Voter cards) to the Officer Incharge (Horticulture) of the Institute with in one month (after award of contract)

2. The Contractor shall ensure that his worker do not remains in the Institute premises after completion of their duty time. In case of requirement, the contractor shall take prior permission in writing from the Officer Incharge (Horticulture) of the Institute.

3. The Contractor shall ensure that his worker provides quality and efficient work/service, while carrying out their duties and obligations, observe standards of cleanliness, decorum, safety and general discipline lay down by the Institute.

INSTITUTE RESPONSIBILITIES

1. In consideration of the services provided by the Contractor, the Institute shall pay to the Contractor the contracted monthly amount after receipt of proper monthly bills. This amount shall be inclusive of all taxes.

2. The Institute can review the Scope of Works rendered by the Contractor from time to time and make required changes, if any, to the Contractor's operations. Payment will be made on pro-rata basis.

3. Electricity for operating lawn mower, agriculture instruments and water for irrigating the lawn will be supplied by the Institute at free of cost.

4. The Institute shall have the discretion to direct the Contractor to remove and replace any of its employees deputed to IIM Lucknow Noida Campus under the contract.

4. The Institute shall terminate the contract with proper notice if the Contractor violates/ do not fulfill any of the responsibilities entrusted to him/her in this tender document. In case the Contractor violates any of the above responsibilities the Institute has the right to terminate the contract with proper notice.

LEGAL COMPLIANCES

1. The Contractor shall, at his own expense comply with and give all notices required by any statute, Act, Law, Regulation, Ordinance or By-Law of any Authority which has jurisdiction affecting the Works of the Contractor's employees, consultants and agents.
2. Take out adequate insurance for the contractor's personnel for any injury / loss of life or property, as may be required by law and to the satisfaction of the Institute.
3. Indemnify, keep indemnified and hold the Institute harmless from any loss, damage and claim arising in relation to the provision of services rendered by the Contractor under this Agreement.
4. The Contractor shall pay the personnel engaged by him not less than the minimum wages prescribed under the Minimum Wages Act or any other legislation and extend to his personnel all benefits such as ESI, Provident Fund, Gratuity, Leave with Wages, Annual Bonus, National / Public Holidays, etc.
5. This contract can be terminated by giving three months' notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post/speed post.
6. In case of any dispute, the decision of the Director, IIM Lucknow shall be final and binding on the Contractor.
7. The Contractor and the Institute hereby submits to the jurisdiction of the court situated at Lucknow for the purpose of action and proceedings arising out of the contract and the courts at LUCKNOW alone shall have the jurisdiction to hear and decide action and proceedings.



भारतीय प्रबंध संस्थान, लखनऊ नोएडा परिसर
INDIAN INSTITUTE OF MANAGEMENT LUCKNOW NOIDA CAMPUS
Plot no. B-1, Sector -62 Institutional Area, Noida-201307, U.P
Tel: 0120-6678545 – 8521 | Fax: 0120-6678506

**E-TENDER NO. IIML/PUR/HORTICULTURE SERVICES AND MAINTENANCE AT IIML-
NOIDA CAMPUS/2019-2020/011**

ANNEXURE – “B”

(To be filled up by the Tenderer)

Sl. No.	Requirements	Compliance details of the Agency
1.	Name & Address of firm/Agency	
2.	Name of Contact person e-mail id	
3	GST No.	
4	EPF Registration No	
5	ESI Registration No.	
6	Income Tax PAN card No.	
7.	Tender Document fee details (Rs.1000/-) (Rupees One Thousand only) through DD number, date & name of Bank, where drawn	
8.	EMD Details – Amount Rs.75,000/- (Rupees Seventy Five Thousand only) DD number, date & name of Bank, and Branch	
9.	Do you have at least three years' experience in the field ? (Copies of Certificates/ work orders for the last three years must be attached).	
10.	Do you have an annual turnover of at least Rs.10 lakhs per annum for the two last year, as required? (Please provide proof).	
12.	Does your firm have ever been debarred by any Court of law OR penalised by any Government/ PSU/ Private organization?	
13.	Do you meet all other eligibility criteria as required in the tender document ?	

I/We hereby accept all the Terms & Conditions along with Annexures of the tender document.

Place:
Date:

Signature of the Tenderer



भारतीय प्रबंध संस्थान, लखनऊ नोएडा परिसर

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E-TENDER NO. IIML/PUR/HORTICULTURE SERVICES AND MAINTENANCE AT IIML-NOIDA CAMPUS /2019-2020/011

ANNEXURE – “C”

FINANCIAL BID

PART-A

Sr No.	Particular	Annual Amount	Remarks (if any)
1	Manure/fertilizer Chemicals/insecticides/pesticides, anti-termite etc. for Horticulture services at IIMLNC (as per annexure-“A”)		
2.	Seasonal Plants, Seeds ((February to June) and October to March		
3	Machinery/tools (as per annexure-“A”)		
	SUB TOTAL (PART – A)		

PART-B

Sl. No.	Particulars	Rate per person per month -30 days (in Rupees)	
		Worker (a)	Supervisor (b)
1.	Wages		
2.	EPF		
3.	ESI		
4.	Service charges (%) as Contractor’s Monthly Margin		
5.	Sub Total (1+2+3+4)		
6.	GST		
7.	Number of persons being deployed	07(seven)	01 (One)
8.	Monthly value (per person)		
9.	Annual value (Col. 8 X 12 months)		
	SUB TOTAL (PART –B)		

PART-C

Sr No.	Particular	Annual Amount	Remarks (if any)
1	ANNUAL TOTAL AMOUNT OF PART – A		
2.	ANNUAL TOTAL AMOUNT OF PART – B		
3	GRAND TOTAL (PART – A + PART – B)		
	GRAND TOTAL (in words)		

Please note that Manure/fertilizer, Chemicals/insecticides/pesticides, anti-termite etc. for Horticulture services, Seasonal Plants, Seeds ((February to June and October to March) and Machinery/tools etc will be provided by the Contractor at IIMLNC

I/We read all the terms & conditions of this Tender document and hereby giving our acceptance to comply all the Terms & Conditions along with Annexures of this tender document.

Date:

Name & Signature of the Tenderer
Official Stamp

AGREEMENT FOR E-TENDER FOR HORTICULTURE SERVICES AND MAINTENANCE AT IIM LUCKNOW NOIDA CAMPUS

This AGREEMENT made on this _____ day of _____ **Two Thousand TWENTY** between the **INDIAN INSTITUTE OF MANAGEMENT LUCKNOW NOIDA CAMPUS**, a Society registered under the Societies Registration Act and having its main office at IIM LUCKNOW (hereinafter referred as the INSTITUTE) of the ONE PART.

M/s ----- (hereinafter referred as the Contractor) so called other part.

WHEREAS the Institute desirous of awarding contract for PROVIDING Horticulture Services and Maintenance of Landscaped and Surrounding Areas of Buildings & Roads in the IIM LUCKNOW Campus and whereas the Contractor has offered to provide the said services on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the INSTITUTE. The Contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

AND

WHEREAS the Contractor has agreed to furnish to the INSTITUTE a Security Deposit of Rs. _____ by way of Demand Draft/Bank Guarantee (from any of the Nationalized Banks).

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under: -

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the INSTITUTE accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing the Horticulture Services and Maintenance of Landscaped and Surrounding Areas of Buildings & Roads in the IIM LUCKNOW NOIDA Campus, the Contractor shall formulate the mechanism and duty assignment of personnel in consultation with the INSTITUTE authorities.
3. Subsequently, the Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the INSTITUTE or the officer designated by the Director in this respect from time to time.
4. That for providing satisfactory services as per Schedule of work under this contract, the Contractor has agreed to deploy 07 workers and 01 supervisor for Horticulture Services and Maintenance of

Landscaped and Surrounding Areas of Buildings & Roads in the IIM LUCKNOW NOIDA Campus.

5. That the Director of the INSTITUTE or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
6. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his/her duties properly or indulges in any unlawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the INSTITUTE in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director of the INSTITUTE in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in the performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons not below the age of 20 years and preferably below the age of 60 years. Persons so engaged for Horticulture Services and Maintenance of Landscaped and Surrounding Areas of Buildings & Roads in the IIM LUCKNOW Campus shall be of integrity and good conduct.
2. That the Contractor shall submit details of the names, percentage, residential address, age, etc. of the persons deployed by him in the premises of INSTITUTE and for the purpose of proper identification of the employees of the Contractor deployed at various points, he shall issue identity cards bearing their Photographs/Identification, etc. and such employees should carry their identity cards at the time of duty.
3. That police verification of the antecedents of the personnel to be engaged at the Institute will be obtained by the Contractor in advance and made available to the Institute.
4. Workers, supervisor deputed to work at IIM Lucknow is the sole responsibility of Contractor. That the Contractor shall at his own cost. The contractor takes necessary insurance cover in respect of the aforesaid services rendered to the INSTITUTE and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employers Liability Act, 1938; Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the INSTITUTE indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the INSTITUTE shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claim, demands, loss or injury from the Contractor's monthly payments.
5. That the Contractor shall submit proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at the INSTITUTE in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
6. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 read with Minimum Wages (Central) Rules framed there under, as amended from time to time.
7. That Contractor shall be required to maintain permanent attendance register/roll within the Institute premises which will be opened for inspection and checking by the authorized officers of the INSTITUTE.
8. That the Contractor shall make the payments of wages, etc. to the workers, supervisor deployed at IIM Lucknow Noida Campus by 7th of every month and shall on demand furnish copies of wages register/muster roll, etc to the INSTITUTE for having paid all the dues to the person deployed by him for the work under agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed, under various Labour Laws, having regard to the

duties of the INSTITUTE in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.

9. That the Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his laborers so deployed and ensure preservation of peace and protection of persons and property of the INSTITUTE.
10. That the Contractor shall deploy his persons in such a way that they get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Shops and Establishments Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director of the INSTITUTE a sum as may be claimed by the INSTITUTE.
11. That the Contractor shall further be bound by and carry out the directions/instructions by the Director, IIM LUCKNOW or Officers designated by Director in this respect from time to time.
12. That the persons so deployed shall remain under the control of Contractor and the Contractor shall be liable for payment of their wages and all other dues which the Contractor is liable to pay under various regulations and other statutory provisions.

C. INSTITUTE'S OBLIGATIONS

1. That in consideration of the services rendered by the Contractor as stated above, he shall be paid the wages on monthly basis for which printed bill is to be submitted. Such payment shall be made at the earliest from the date of receipt of the bills raised by the Contractor, if the bill is in order in all respects, and duly certified by the Officer designated by the INSTITUTE in this regard.
2. That payment on account of enhancement/escalation charges on account of revision in wages by appropriate Govt., from time to time shall be payable by the INSTITUTE to the Contractor.
3. That the INSTITUTE shall reimburse the amount of ESI, EPF, Bonus at statutorily prescribed rate will be claims towards statutory payments on production of documentary evidence of remittance of said amount to the prescribed authorities for the persons engaged by the Contractor for Horticulture Services and Maintenance of Landscaped and Surrounding Areas of Buildings & Roads in the IIM LUCKNOW NOIDA Campus.

INDEMNIFICATION

1. That the Contractor shall keep the INSTITUTE indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case the Institute is made party and is supposed to contest the case, the INSTITUTE will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the INSTITUTE on demand. Further, the Contractor shall ensure that no financial or any other liability comes on the INSTITUTE in this respect of any nature whatsoever and shall keep the INSTITUTE indemnified in this respect.
2. That the Contractor shall further keep the INSTITUTE indemnified against any loss to the INSTITUTE property and assets. The INSTITUTE shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
3. That On getting the Work Order the Contractor shall furnish an indemnified bond on non-judicial stamp paper worth Rs.200/- within one month.

D. PENALTIES/LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of agreement, the contract may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of the officer authorized by the Director of the Institute in this behalf, a penalty leading to deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION

That this agreement shall come into force w.e.f. 02nd April **2020** subject to observation for six months initially. The contractor shall carry out the regular horticulture services and upkeep of landscaped areas, trees and other plant species in the entire Institute premises and maintenance of surrounding areas of buildings & roads of the Institute free of wild growth, creepers and invasive plants for the duration of **one year's effective from 02nd April 2020**. The period of contract will be for total **four (4) years (1+1+1+1)** subject to review after every year to year of service on such terms and conditions as mutually agreed upon subject to satisfactory services rendered by him.

1. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That the contract is terminable by giving three months' notice by either party.
3. That this agreement will stand to be terminated on any of the following contingencies:
 - a) On the normal expiry of the contract period as stated above.
 - b) By giving notice by the INSTITUTE on account of :
 - (i) Committing breach by the Contractor of any terms and conditions of this agreement.
 - (ii) Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the INSTITUTE.
 - (iii) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the Contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature to the INSTITUTE.

F. ARBITRATION

1. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitration to the Director, IIM LUCKNOW or his nominee.
2. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, IIM LUCKNOW shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
3. The expression Director, IIM LUCKNOW shall mean and include an acting/officiating Director.
4. The Arbitrator may give interim award(s) and/or directions, as may be required. The venue of the Arbitration shall be LUCKNOW.

Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under the clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of
the Contractor

For and on behalf of
Indian Institute of Management LUCKNOW

WITNESS

1.

2.