



**NOTICE INVITING E-TENDER FOR
RENOVATION/REORIENTATION AND MODIFICATION
OF BADMINTON COURT AT IIM LUCKNOW AT IIM
LUCKNOW.**



To,

M/s.

SUB.: NOTICE INVITING E-TENDER FOR RENOVATION/REORIENTATION AND MODIFICATION OF BADMINTON COURT AT IIM LUCKNOW.

Dear Sir,

Tenders are invited on behalf of the Director, Indian Institute of Management Lucknow, for the Renovation/Reorientation and Modification of the Badminton Court at IIM Lucknow, Prabandh Nagar, Lucknow as per BOQ 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 systems (both Technical and Financial) from reputed Companies. The complete Tender document containing General Terms and Conditions, pre-qualification requirements etc., is available on <https://eprocure.gov.in/eprocure/app> and our website <http://www.iiml.ac.in> for reference only.

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

Sd/-

Officer on Special Duty

For Indian Institute of Management



INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road Lucknow-226013

NOTICE INVITING E-TENDER IIML/PROJ/MISC/4437/24 Date: 11-04-24

**NOTICE INVITING E-TENDER FOR RENOVATION/REORIENTATION AND MODIFICATION OF BADMINTON COURT
AT IIM LUCKNOW.**

Dear Sir,

Tenders are invited from reputed companies for the Renovation/Reorientation and Modification of the Badminton Court at IIM Lucknow. To submit their tender, quote your minimum rates on the enclosed bill of quantity on behalf of the Director, IIM Lucknow. The general terms and conditions of the contract, which are binding to both IIML and the Bidder, are also enclosed.

Name of work	:	Renovation/Reorientation and Modification of the Badminton Court at IIM Lucknow
Earnest Money	:	Rs. 20,000/-
Total Estimated Cost	:	Rs. 9,00,000/-
Period of Contract	:	60 days from date of L.O.I
Date of issue of tender document	:	11-04-2024
Date Pre-Bid Meeting	:	18-04-2024 @11:00 am
Last Date for submission tender document	:	01-05-2024 @ 10:00am
Date of opening of Technical Bid Opening	:	02-05-2024 @ 10:00am
Date of opening of Financial Bid Opening	:	Will be informed to the Bidders Qualifying the Technical
Starting of work	:	Within 07 days of the Date of LOI

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

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) Bidders are required to deposit an amount of Rs. 20,000/- (Rupees Twenty Thousand only) towards Earnest Money Deposit (EMD) as specified in NIT to be furnished in any of the following forms and shall be valid up to 90 days from the last date of submission:
- FDR/ Demand Draft/ Direct Transfer/Bank Guarantee payable to Indian Institute of Management Lucknow, from any Nationalized Bank/ Scheduled Bank payable at Lucknow, & Deposition of EMD through any other form will not be accepted. The scanned image of earnest money deposit/ MSME certificate (In case the Bidder is taking relaxation in EMD) to be uploaded online along with the Technical bid and the original of EMD deposition proof. **However, the details of DD no. date etc. to be provided in the technical bid. In case the bidder needs exemption under MSME criteria then a valid MSME certificate is required to be uploaded on e-procurement portal.**
 - Can be deposited in the below mentioned Institute Bank Account and share the UTR/ Transaction number and date of Transaction in the Technical bid and the copy of transaction receipt must be uploaded online on portal with other documents. Those bidders, who are exempted from the deposit of Tender Fee & EMD (Earnest Money Deposit) must submit the relevant certificate to claim the exemption and mention 'Exempted' in the Technical Bid where UTR number has been asked. In case the enclosed certificate is not valid or not acceptable to the Institute, the submitted bid will be treated as bid without Tender fee/ EMD and will be rejected.

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

Exemption of MSME for Tender Fee will be as per the format available on CPP portal.

This Condition is Mandatory

- (iii) Financial bid must be filled and submitted in the prescribed formats given on the CPP portal separately. A sample format of the Financial bid has been attached with the Technical bid just for the understanding of the bidders. This is required to be kept blank and just signed and stamped along with the other documents of this Tender. If filled in financial bid is found along with the Technical bid of this Tender, then the Tender shall be straight away rejected.
- (iv) Tender must be valid for a minimum period of 120 days from the date of opening.
- (v) Technical offers shall be opened first, if the tenderer fails to submit the EMD than their technical offer will not be Opened/Evaluated. The technical offers will be evaluated by the selection committee based on technical evaluation criteria of this document. The Financial offers from technically unqualified tenderers as per evaluation criteria will not be opened.
- (vi) Financial offer shall be opened only for those tenders who are technically qualified as per evaluation criteria of this tender document.



shall be informed.

(xx) If any of the documents submitted by the tenderer is found fake, even after the acceptance of tender, the contract will be terminated for which the concerned tenderer will itself be responsible and no compensation, etc., will be paid by the IIM Lucknow.

(xxi) The Director, Indian Institute of Management Lucknow has reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.

(xxii) Security deposit / Retention money 5% of the certified work value shall be deducted from each Running Account Bill of contractor. The Retention money/ Security Deposit deducted above shall be released to the contractor after the completion of the stipulated Defect liability period. No interest shall be paid on this retention money/ security deposit.

If successful tenderer fails to commence the work within 07 days from the date of issue of Letter of Intent, the Institute may reject the award of work and get the work done by engaging the other agency and the Performance Guarantee will be forfeited.

(xxiii) Tenderer can avail relaxation given on EMD and tender fees for NSIC/MSME registered firm.

(xxiv) Successful tenderer uploaded document will be verified with the original at the time of LOI / Agreement.

(xxv) Tender term & condition also includes GCC which is available on IIML website and shall be the part of this contract and its terms and conditions shall be biding to both IML and the successful Tenderer. So please read it properly.

(xxvi) Successful tenderer has to submit the design of sub base to Engineer-in-Charge before start of work.

(xxvii) Successful tenderer has to provide time line of work within given completion date.



TENDER Declaration

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

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

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

A sum of Rs. 20,000/- is hereby forwarded in online transfer at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money.

OR

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

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

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

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. I/we agree to follow the conditions stipulated in this tender document & GCC available on IIML website. Further, if there is a violation of the above and comes to the notice of the Department, or there is a violation of any condition of the contract and the contract is terminated because of such violation, then my EMD/Performance security/retention money will be forfeited by IIM Lucknow and I/we shall be debarred for tendering in IIM, Lucknow in future forever. Also, if subletting of the contract on back to back basis comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated:

Signature of contractor

Postal Address **



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Details of the Tenderer:

S.No.	Particulars	Credential Criteria of Firm
1	Name of the firm & Address	
2	Contact No. and Email-ID	
3	GST Registration No. of the firm/Agency (Enclose copy) :	
4	Income Tax Permanent Account No. (Enclose copy)	
5	Experience of the firm in a similar field during the last five years, ending last date of submission of tender. (Copy of Eligible Work orders to be enclosed).	
6	Annual turnover for last 05 years (As per ITR filed) Years. Ending 31 March 2023	
7.	Details of EMD uploaded or MSME	
8.	Registration no. and year	
9.	Details of the work experience for last five years. (as enclosed)	



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
DECLARATION: -

Intending parties are required to submit an undertaking as given in the following format:

I / We declare and confirm that: -

- i) All the information furnished by me / us here above is correct to the best of my knowledge and belief.
- ii) I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
- iii) I / We agree that the decision of Indian Institute of Management Lucknow in selection of contractor will be final and binding to me / us.
- iv) I / We have read the instructions and I / we understand that if any false information is detected at a later date the tender shall be cancelled at the discretion of the Institute and liable for any action, as deemed fit by the Indian Institute of Management Lucknow.
- v) I/ we have never been blacklisted/ debarred from any Govt./ Public sector enterprises/ Autonomous Body/ IIM Lucknow in minimum last 5 years.
- vi) There is no Arbitration case/ legal case/ dispute of my firm with Indian Institute of Management Lucknow.
- vii) There is no criminal case on me/ and my partner/ board of directors is there in any court/ Police station of India.
- viii) All the information and attachments submitted in the tender document/ envelope are true and correct.
- ix) There is no suppression or concealment of information / document with regard to execution of work during the last 05 years.
- x) I/ We are aware that any false information provided herein will result in the rejection of my tender at any stage.

This Condition is Mandatory

Signature of the Contractor (or) His authorized signatory

With seal of the agency/ firm

INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

The Technical Bid should contain the followings documents for technical qualification: -

a) Photocopy of GST Number

b) Photocopy of PAN Card

c) Prospective vendors shall have well experienced in similar type of works with Central/State/PSU/Govt. Photocopy of Experience Certificate of similar field of the firm during the last three years, ending 31st March of the previous financial year.

d) Experience of having successfully completed works of Badminton Court/other indoor court construction in wooden flooring work during the last five years, ending of the previous financial year.

One similar completed work costing not less than the amount equal to 7.20 lakhs.

OR

Two similar completed work costing not less than the amount equal to 5.40 lakhs.

OR

Three similar Completed work costing not less than the amount equal to 3.60 lakhs.

f) Similar work means work related to Badminton Court/other indoor court construction in wooden flooring work at Government organization or in the reputed institution like IITs IIMs and NITs or in Government stadium or District/ state/ national level / sports academy. This condition is mandatory.

e) Documents / Balance sheet to confirm the turnover during last 5 years i .e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 along with Income Tax Returns. In case if CA certificate is being submitted as proof of turn over then same should have UDIN No. else CA certificate will not be considered.

f) An EMD amounting to Rs. 20,000/- (Rupees Twenty Thousand only) drawn in favor of Indian Institute of Management, Lucknow or MSME Certificate.

SIGNATURE

SEAL OF ORGANISATION



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, Special condition of contract & GCC 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/LOI.
- 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/ User'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.



SCOPE OF WORK

The existing Badminton court is required to be reoriented by dismantling side platforms and adding one more court in the space available as per the following:

- A. **Civil Work: -**
- Removing of existing Badminton Court/other indoor court construction in wooden flooring and stacking it properly at a safe place.
 - Dismantling the side-raised platforms on both sides of court,
 - Leveling, PCC and cement concrete flooring on side dismantled platforms,
 - Dismantling of main cement flooring of required area as per required dimension to reorient the existing court and add one more court, making new flooring as per required depth for Badminton Court/other indoor court construction in wooden flooring.
 - Plastering of walls, exposed after dismantling of platforms.
 - Finishing the edges all around,
 - Installation of poles of required height with Pully mechanism (4 nos.)
- B. **Badminton Court/other indoor court construction in wooden flooring work: -**
- Reusing of dismantled wooden flooring as per the reoriented court.
 - Additional Badminton Court construction in wooden flooring work by the teak wood strip size 12"X1"X1/2" pasted on concrete floor with suitable adhesive and each block together pasted with same or suitable adhesive, align with zig-zag pattern or as instructed by E-in-C.
 - Grinding, rubbing and cleaning of floor to make it even surface.
 - Lacquer Polish all over the wooden surface area with the required coat up to an even and desired surface.
 - Marking with Paint on both new courts as per standard dimensions of the badminton court.
- C. Disposing surplus earth / other debris / malba to the desired location as indicated by E-in-C.
- D. The detailed scope of work is mentioned in the attached BOQ (Bill of Quantity).
- E. Any other activity required to complete the court as per the Instructions of E-in-C.

The interested tenderers are advised to visit the site once to understand the quantum of work to be done.



General Condition of Contract:

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

SPECIAL CONDITIONS OF CONTRACT.

1.1 Directive to Contractor

1.1.1 Interpretation of Contract Documents:

(i) All the documents (such as NIT, ITT, TENDERER DECLARATION, DEFINITIONS & SCOPE OF WORK, TECHNICAL SPECIFICATIONS, General Conditions of Contract which are available on IIML Web site and FINANCIAL BID) 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 Renovation/Reorientation and Modification of the Badminton Court at IIM Lucknow, Prabandh Nagar, Lucknow. Work shall be completed 60 days from the date of issue of LOI (Letter of Intent).

1.1.3 Delay in work execution due to reasons beyond contractor control: Force Majeure:

If the execution of work is delayed due to force majeure, or due to the circumstance which were not in the control of the Tenderer then IIM as per the affected period may extend the time period as per the discretion of the Director of the Institute but no escalation will be given in such case.

1.1.4 Dispute & Arbitration:

(i) All disputes or differences whatsoever arising between the parties out of or relating to this contract or the specifications, designs and quality of work, quality of materials used for the work, construction, meaning and operation or effect of the work or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of the negotiation shall be settled 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 of both the parties. 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.



1.2.4 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 engaging other contractor/ persons by IIM at the risk and cost of the contractor.

1.2.5 Discrepancies between instructions:

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions. In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -

- i. Instructions given by the E-in-C in site instructions register.
- ii. Description of Schedule of Quantities.
- iii. Particular Specification and Special Condition of contract, if any.
- iv. Drawings.
- v. IIM LUCKNOW Specifications.
- vi. Indian Standard Specifications of B.I.S.
- vii. General Conditions of Contract..

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

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.

1.2.6 Liabilities for defects and rectifications:

If it shall appear to the IIM that any work has been executed with imperfect or unskilled workman or with materials of any inferior description or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the IIM or his representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified



and paid for forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charges and cost, and in the event of failure to do so within a period to be specified by the IIM or his demand aforesaid, the Incharge may on expiry of notice period rectify or remove, re-execute the work at the risk of Contractor and the cost 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 warranty:

There warranty period must be of minimum 01 years and this period of time the contactors must be bearing the cost of the defects such as fading, cracking and peeling of surface, settlement etc. The contractor shall specifically mention the items and works that comes under the warranty period.

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.

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-Incharge 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 his material. 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 IIML. The institute will not be responsible for any theft of contractor's material / equipment's etc. The contractor will be himself responsible for the safety of his material.

1.3 Certificate and Payment

1.3.1 Schedule of Rates:

(i) The payments to be made to the contractor shall be as per the finalized rates in tender documents and the rates of extra items finalized from time to time.

(ii) The rates finalized in the tender document shall remain firm till the completion of work including extension of time, if any. *Mode of Payment:*

All measurements shall be in the metric system and in accordance with Indian Standard

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

1.3.2 Mobilization Advance:

No mobilization advance shall be paid.

1.3.3 Running Account Bill:

The contractor may prepare and submit the running account bill against the executed work. Payment for work/activity completed in all respects will be made after joint measurement of works if required.

1.3.4 Terms of Payment:

(i) The payment due to the contractor shall be made only in Indian Currency by Crossed Account Payee Cheque or RTGS. In no case, IIM will be responsible if the cheque is misled or misappropriated by the contractor or his representatives. The cheque shall be released only against submission of duly signed and revenue stamped receipt.

(ii) The IIM reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. the IIM further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.

(iii) Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit.

(iv) 5% of the payable bill value will be retained from each bill as security deposit & shall be released on the satisfactory completion of the defect liability period i.e. 01 year. No interest shall be paid on the security deposit amount.

(v) **Tax Deduction:** All statutory deduction like Income Tax, Works Contract Tax/GST/GST TDS, E.S.I., P.F or any other government-imposed liability shall be borne by the contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the contractor.



1.3.5 Provisional Completion Certificate:

When the contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The IIM shall issue to the contractor the provisional completion certificate after verifying from the completion documents submitted by the Engineer-Incharge and satisfying him/ user Department that the work has been completed in accordance with the contract document. The contractor, after obtaining the provisional completion certificate, is eligible to present the final bill for the work executed by him under the terms of the contract.

The work will not be considered as complete and taken over by the IIM until all the temporary works, labor hutments, malba disposed off etc. are removed and the work site cleared to the satisfaction of the IIM.

If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the IIM may, at the expense of the contractor, remove the tools and plants and surplus materials and dispose-off the same and the contractor shall pay the amount of all expenses incurred.

1.4 Labour Laws and Safety Regulations

1.4.1 Labour Laws:

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



1.4.2 Minor/Fatal Accident on Duty:

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

1.5 Safety Code

1.5.1 Safety and Protection:

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

- (i) Safety of personnel engaged in the construction.
- (ii) Protection and safety of works and materials during their progress.
- (iii) Sanitary and hygienic conditions of working and living for his workers, as required by the IIM.

1.5.2 Use of Safety Gadgets:

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

1.5.3 First Aid:

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

1.5.4 Preservation of Peace:

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

1.6 Details of Work Execution

(i) The work shall be done in such a manner so as to clear work force availability for other agencies working at site.

(ii) Finish of work shall be as per details given by IIM.

(iii) In general, the complete work is to be done as per Indian Standard and Indian Badminton Federation norms and the aesthetical norms as specified and detailed in Tender & as per relevant applicable Code.



1.7 Site

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

1.8 Electricity

The Institute will provide free water and electricity for the work from existing point only for site works at one point. The material such as for the Necessary loose pipes and electric wire and plug etc., to be arranged by contractor themselves on their cost.

1.9 Contractor's Scope of Supply

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

1.11 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 15-30 days and for delay beyond 30 days it will be 0.25 % of the contract Value per day. Total levy of this Liquidated damage shall not exceed more than 10% of the contract value. In case the delay continues beyond 3 Months than the tender/ Contract will be automatically cancelled.

1.12 Recovery from the Contractor

(i) If the contractor or his employees damage or destroy the property of the IIM, then the same shall be replaced / refunded by the contractor, otherwise the expenses may be recovered from his bill or security deposit.

(ii) All compensation and recoveries to be made as per terms of the contract shall be deducted from the contractor's bill or security deposit.

(iii) Forfeiture of Security Deposit: Whenever any claim against the contractor is to be recovered then the same may be made from the security deposit. If the contractor abandons the work or leaves the work incomplete, then the IIM has the right to forfeit the security deposit.

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



1.13 DEFECT LIABILITY PERIOD

01 years from the virtual date of completion of work and removal of hutments, materials, etc. from site

1.14 Service of Notice

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

(i) THE DIRECTOR,

INDIAN INSTITUTE OF MANAMEMENT

PRABANDH NAGAR, IIM ROAD LUCKNOW-226013

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



PART B

FINANCIAL BID

(Only for reference, don't fill the rates here. A separate BOQ in excel format is available on CPP Portal and the same should be filled & uploaded on CPP Portal)



BILL OF QUANTITY
(FOR REFERENCE ONLY, DON'T FILL THE RATES HERE).

Estimate/BOQ for Reorientation of Badminton Court at IIM Lko.

S.no.	Description of item	Unit	Qty.	Rate	Amount
15.2.1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix).	Cum	30	--NA--	--NA--
15.60	Disposal of building rubbish /malba /similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	Cum	30	--NA--	--NA--
2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil.	Cum	23	--NA--	--NA--
4.1.8	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering – All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size).	Cum	22	--NA--	--NA--
11.4	52 mm thick cement concrete flooring with concrete hardener topping, under layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	Sqm	115	--NA--	--NA--
11.13.1	Providing and fixing glass strips in joints of terrazzo/ cement concrete floors. 40 mm wide and 4 mm thick.	Rmt.	137	--NA--	--NA--
2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	Cum	8	--NA--	--NA--
16.3.10	Supplying and stacking at site. Mooroom	Cum	8	--NA--	--NA--
13.5.1	15 mm cement plaster on rough side of single or half brick wall of mix:1:4 (1 cement: 4 coarse sand).	Sqm	15	--NA--	--NA--
13.42.1	Distemping with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gms/litre, of approved manufacturer, of required shade and colour complete, as per manufacturer's specification. Two or more coats as required to get a smooth and even finish and colour, including necessary putty work.	Sqm	80	--NA--	--NA--
MR	P/L of wooden flooring work by the teak wood strip size 12"X1"X1/2" pasted on concrete floor with suitable adhesive and each block together pasted with same or suitable adhesive, align with zig-zag pattern or as instructed by E-in-C including grinding, rubbing and cleaning. Lacquer polish all over the wooden surface with Marking with white Paint on both badminton courts.	Sqm	206	--NA--	--NA--
MR	Supply and installation of MS polls with Pully mechanism as per Indian/Olympic standard and finalized by E-in -C.	Each	4	--NA--	--NA--
				Total =	--NA--
				GST @ 18% =	--NA--
				Gross Amount Rs. =	--NA--

Note: The contractor is advised to survey the actual site for assessment of critical applications, if any, and accordingly quote the rates.

Signature with the seal of the Contractor