



**NOTICE INVITING E-TENDER FOR LAYING ADDITIONAL  
02 OR MORE LAYER SYNTHETIC FLOORING AND LINE  
MARKING ON EXISTING LAWN TENNIS AND BASKET  
BALL SYNTHETIC COURT AT IIM, LUCKNOW.**



To,

M/S.\_\_\_\_

**SUB.: NOTICE INVITING E-TENDER FOR LAYING OF ADDITIONAL 02 OR MORE LAYERS SYNTHETIC FLOORING AND LINE MARKING ON EXISTING LAWN TENNIS AND BASKET BALL SYNTHEIC COURT AT IIM, LUCKNOW.**

Dear Sir,

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow Laying of additional 02 or more layers synthetic flooring and line marking on existing lawn tennis and basketball synthetic 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 system (both Technical and Financial) from reputed Companies. The complete Tender document containing General term and Conditions, pre-qualification requirements etc. are 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 bid submission closing Date

& Time

Sd/-

Chief Administrative Office

For Indian Institute of Management



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW



INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, Off Sitapur Road Lucknow 226013

**E-TENDER NOTICE INVITING SHORT TENDER IIML/PROJ/MISC/4449 Date: 04.09.2024**

**NOTICE INVITING E-TENDER FOR LAYING OF ADDITIONAL 02 OR MORE LAYERS SYNTHETIC FLOORING AND LINE MARKING ON EXISTING LAWN TENNIS AND BASKET BALL SYNTHEIC COURT AT IIM, LUCKNOW.**

Dear Sir,

Tenders are invited from reputed companies FOR LAYING OF ADDITIONAL 02 OR MORE LAYERS SYNTHETIC FLOORING AND LINE MARKING ON EXISTING LAWN TENNIS AND BASKET BALL SYNTHEIC COURT AT IIM, LUCKNOW to submit their tender, quote your minimum rates on enclosed bill of quantity on behalf of Director, IIM Lucknow. The General terms & conditions of service contract are also enclosed which are biding to both IIML and the Bidder.

Name of work	:	TENDER FOR LAYING OF ADDITIONAL 02 OR MORE LAYERS SYNTHETIC FLOORING AND LINE MARKING ON EXISTING LAWN TENNIS AND BASKET BALL SYNTHEIC COURT AT IIM, LUCKNOW
Earnest Money	:	Rs. 12,900/-
Total Estimated Cost	:	Rs. 6,40,865/- (Inclusive of GST)
Period of Contract	:	30 days from date of L.O.I
Date of issue of tender document	:	06.09.2024
Date Pre-Bid Meeting	:	12.09.2024 @ 11:00 am
Late Date for submission tender document	:	19.09.2024 @ 03:00pm
Date of opening of Technical Bid Opening	:	19.09.2024 @ 03:30pm
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



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

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

Sd/ -

Chief Administrative Officer

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. 12,900/- (Rupees Twelve thousand nine hundred 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 120 days from the last date of submission:

➤ FDR/ Demand Draft/ Bankers Cheque / Pay Order/ Bank Guarantee payable to-Indian Institute of Management Lucknow, from any Nationalized Bank/ Scheduled Bank payable at Lucknow, & Deposition of EMD through any other form will not be accepted. The scanned image of earnest money deposit/ MSME certificate (In case the Bidder is taking relaxation in EMD) to be uploaded online along with the Technical bid and the original of EMD deposition proof should reach through speed post or email or courier to the address mentioned below so as to reach Latest by 12:00 Hrs on the last date of submission of tender. **However, the details of DD no. date etc. to be provided in the technical bid. In case 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 part of technical bids is required to be kept blank and just signed and stamped along with the other documents of this Tender. If filled in financial bid format 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/ valid exemption certificate 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.



(vii) The dates for opening financial offer will be communicated to the tenderers and tenderers are requested to be present at the time of opening the tenders. Authority letter is must if any person other than who has signed the tender document attends such event.

(viii) Each page of the tender document must be signed by the authorized signatory of the tenderer.

(ix) Original tender document duly signed and filled up should be uploaded.

(x) The tender not accompanied by complete document or duly filled in all respect shall be rejected.

(xi) All erasures, cuttings and alterations made must be attested by the authorized person while filling the tender document. Over-writing of figures is not permitted.

**(xii) The bidders must visit the site and see the means of access to the site and specifications and acquaint themselves fully about the scope and quantum of works to be carried out and all other factors governing the works before quoting his rate.**

(xiii) The successful tenderer shall submit additional Initial Performance security of 3% of Contract Value in case EMD was submitted. The EMD submitted in this case will also be converted to performance security. In case the Exemption under MSME is given for EMD then 5 % of the contract value has to be submitted as performance security in form of DD/FDR/Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 10 days of award of work. A maximum Grace period of 5 Days will be given after levy of penalty equal to 1 % of performance security value per Day. If in case after 15 days of issue of LOI the Performance security is not deposited unless otherwise any extension had been granted by IIM Lucknow then the Work awarded/ LOI issued will be straightaway considered as Terminated.

Similarly Agreement on Rs 100 stamp paper will be required to be executed withing 15 days of issue of LOI and if the contractor fails to get the agreement done within 15 days unless otherwise any extension had been granted by IIM Lucknow then the Work awarded/ LOI issued will be straightaway considered as Terminated. The performance security (3%+2%) shall be released after 90 days of satisfactory completion of contract which is 60 days or the extended period of contract whichever is last

(xiv) This is an item rate Tender. The rate quoted by the tenderer shall be the total sum of material & labor at the IIM Lucknow campus, Lucknow including of GST. **The rates shall be inclusive of GST as applicable.**

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

(xvii) Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:

a. Where there is difference between rates in figures and the rates, quoted in words shall be considered as correct.

b. Where the amount of an item is not worked out or it does not correspond to the



rate either in figure or in words, the rates quoted in words shall be considered as correct and necessary extension made.

c. Where the rate quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.

(xviii) The Indian Institute of Management, Lucknow do not bind themselves to accept the lowest or any other tender and reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason.

(xix) The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.

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

(xxi) 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.

(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 20 days from the date of issue of Letter of Intent, the Institute may reject the award of work and get the work done by engaging other agency.**

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

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

(xxvi) 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 binding to both IIML and the successful Tenderer. So please read it properly.

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

(xxviii) The sample BOQ sheet is enclosed with the technical bid. If any bidder submits this sample BOQ sheet in technical bid by quoting rates the bidder will be straightly disqualified.

There is a separate Financial/ Price Bid in macros enabled format available on the portal.



## TECHNICAL EVALUATION CRITERIA

The bidder should fulfill the following pre-qualification parameters / requirements:

### 1. **ANNUAL TURN OVER:**

Average annual financial turnover during any three years from the last 5 financial, ending 31<sup>st</sup> March 2024 of the previous financial year, should be at least Rs. 3.20 Lacs.

- a) The Bidder should have experience of working with any Government Organization/ PSU/ IIM/ IIT/ NIT/ Any Government Institution.
- b) Documents / Balance sheet to confirm the turnover during last 5 years i .e. 2019-20, 2020-21, 2021-22 and 2022-23, 2023-24 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.

2. The Tenderer must have his office/ Branch office at Lucknow.

3. He must have past experience of Installation of Synthetic flooring work in Sports courts. in last five years ending of the previous financial year.

Having Successfully completed:

One similar completed work costing not less than the amount equal to 5.12 lakhs.

OR

Two similar completed work costing not less than the amount equal to 3.84 lakhs.

OR

Three similar Completed work costing not less than the amount equal to 2.56 lakhs.

4. Similar work means work related to synthetic flooring in sports ground such as **badminton, lawn Tennis, Basket Ball, volleyball court etc.** 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.**





# **PART A**

(TECHNICAL BID)



## INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

### TENDER Declaration

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

I/We hereby tender for the execution of the work specified for IIM Lucknow 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. 12,900/- is hereby Deposited 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 or non-submission of Performance security and not executing the Agreement within the specified period then I/We shall be debarred for participation in this re- tendering process of the work. In this case the work awarded/ LOI issued to me/ us will be considered as terminated.

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

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

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

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

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

Dated \_\_\_\_

Signature and Stamp of contractor/ Agency

Postal Address \*\*



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

**Details of the Tenderer:**

<b>S.No.</b>	<b>Particulars</b>	<b>Credential Criteria of Firm</b>
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 similar field during the last <b>five years</b> , 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 2024	
7.	Details of EMD uploaded or MSME	
8.	Registration no. and year	
9.	Address of the office at Lucknow for future communication and handling the Complaints during the defect liability period.	
10.	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 Company and liable for any action, as deem 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.

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 of during the last five years, ending 31<sup>st</sup> March 2024 of the previous financial year.
- d) Experience of having successfully completed works of Installation of synthetic flooring in any of sports ground like badminton, lawn Tennis, Basket ball, volleyball etc. during the last five years, ending of the previous financial year.

One similar completed work costing not less than the amount equal to 5.12 lakhs.

OR

Two similar completed work costing not less than the amount equal to 3.84 lakhs.

OR

Three similar Completed work costing not less than the amount equal to 2.56 lakhs.

f) Similar work means work related to synthetic multi layered flooring in any of sports ground like badminton, lawn Tennis, Basket ball, volleyball etc. etc.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. 2019-20, 2020-21, 2021-22 and 2022-23, 2023-24 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. 12,900/- (Rupees Twelve Thousand nine hundred 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, attached and duly signed by the IIM and the Contractor.
- x) **'DATE OF CONTRACT'** shall mean the date on which the IIM has issued acceptance letter.
- xi) **'CONTRACT PERIOD'** shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- xii) **'COMPLETION CERTIFICATE'** shall mean the certificate issued by the IIM to the contractor after successful completion of the project. This certificate will be issued on the basis of consultant's/ 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

**A. The Steps involved in Providing, fixing and commissioning of additional 2 or more layers of synthetic flooring as per requirement in lawn tennis and basket Ball court is as below:**

1. The scope of work includes cleaning of lawn tennis and basketball court with weeds/ algae, mud/ etc. and filling of voids and gaps/ repair of damaged synthetic flooring etc.
  2. Repairing any damage to the floor observed on the court area with the specified material.
  3. Filling the cracks etc. and undulations with the specified material which can adhere with the layers above and below.
  4. Then Laying of additional 02 or more layers of synthetic flooring on existing lawn tennis and basketball synthetic court as per the requirement on the court at IIM Lucknow.
  5. The approx. size of basketball court is 32.80 m x 19.20 m=629.76 sqm and Approx. Size of lawn tennis court is 34.40 m x 18.50 m =636.40 Sqm
  6. The flooring includes two additional layers of fine cushion matching the existing color of previous laid synthetic layers and over the top line marking with HiLide Paint.
  7. The detailed scope of work is mentioned in the attached BOQ (Bill of Quantity).
  8. The interested tenderer is advised to visit the site once, see the condition of the court to understand the quantum of work to be done.
  9. The contractor is required to take the pics of each and every step executed and submit the soft copy of the same after completion of the work.
  10. Work will be inspected by the engineer concerned/ user/ engineer In charge from time to time during the execution of the work. The Contractor should provide full support including necessary equipment etc. checking the work. IN case any work not done as per the required specifications/ instruction/ relevant guide lines and instructed for redoing has to be redone by the contractor.
- Acrylic (PMMA) or polyurethane (PU) based coating with aggregate.

**The interested tenderer is advised to visit the site once to understand the quantum of work to be done.**

### **SPECIAL CONDITIONS OF CONTRACT.**

#### **1.1 Directive to Contractor**

##### **1.1.1 Interpretation of Contract Documents:**

(i) All the documents (such as Notice Inviting Tender, Instructions To Tenderer, TENDERER DECLARATION, DEFINITIONS & SCOPE OF WORK, TECHNICAL SPECIFICATIONS, Special conditions of contract, 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 LAYING OF ADDITIONAL 02 OR MORE LAYERS SYNTHETIC FLOORING AND LINE MARKING ON EXISTING LAWN TENNIS AND BASKET BALL SYNTHETIC COURT AT IIM, LUCKNOW, Prabandh Nagar, Lucknow. Work shall be completed 30 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 30 days of the commencement of the negotiation shall be settle by mutually referring the dispute to a sole Arbitrator and the award passed by him shall be final and binding on the parties. Selection of arbitrator shall be made by mutual consent. The cost of arbitration shall be divided equally. The proceedings will be governed by the provisions of the arbitration & Conciliation Act, 1996. The place of arbitral proceedings will be Lucknow. The language of the arbitral proceedings shall be English

(ii) By consent of Parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction.

(iii) "Abandonment/ incomplete work", wherein it should be mentioned that apart from the forfeiture of security the incomplete work shall be got completed from some other agency and the costs thereof be recovered from the contractor.

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

#### **1.1.5 Escalation:**

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

### **1.2 Execution of Work**

#### **1.2.1 General:**

All the works shall be executed in accordance with the specifications and instructions approved





by the IIM as mentioned in the contract document.

### **1.2.2 Inspection of works:**

(i) The IIM shall have the full authority to inspect the works at any time, at any stage. The contractor shall provide adequate facilities to carry the inspection work. The contractor should present himself or his authorized representative during the inspection so that the IIM can convey the instruction regarding the works.

(ii) The contractor shall give information to the IIM before covering up the works so that the same can be inspected and measured jointly & correctly to true dimensions.

(iii) If the contractor fails to get the work inspected before covering it up, then the IIM has full authority to get the work uncovered at the expense of the contractor and if any fault is found then the contractor should rectify the same without claiming any extra payment.

(iv) Contractor to maintain and keep record of field checks executed by him or by IIML for quality level etc. during the execution of the work.

In case IIML/ Any other audit agency asks for the submission of Manufacturer test certificate then Contractor has to submit the manufacturer test certificate of the material supplied.

### **1.2.3 Inadequate / substandard works and materials:**

(i) Material used should be as per make mention in BOQ / approved and as per standard/ applicable standard code of practice.

(ii) If any work executed by the contractor is found to be of bad workmanship, then the same is to be dismantled and re-executed by the contractor without claiming any extra payment or extension in time period.

### **1.2.4 Default of Contractor in compliance:**

If the contractor or his authorized representative fails to follow the instructions given by IIML regarding any of the works, does not executes the work/ its part within in stipulated time/ scheduled time of competing that part of the work, does not executes the work as per the desired quality/ instructions, makes false claims and disrupts he works because of such false claims and does not cures the default then the work can be terminated by IIML and the same work shall be got executed by engaging other contractor/ persons by IIM at the risk and cost of the contractor. In such case of termination IIML can forfeit the Performance security, Retention money and any other payable amount top recover the Penalties and risk and cost.

### **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. Description of Schedule of Quantities.
- ii. Particular Specification and Special Condition, if any.
- iii. Drawings.



- iv. IIM LUCKNOW Specifications
- v. Indian Standard Specifications of B.I.S.

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 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-In charge regarding the extent of delay shall be final and binding.

### **1.2.10 Care of Works:**

From the commencement to the completion of works, the contractor shall take full responsibility for the care of all works and 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 IIM. 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 Billing:**

Running amount bills shall be process as per joint measurement of IIML representative and contractor/ his representative. The contractor shall submit final bill only after complete successful completion of work (complete in all respect).

### **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 years. No interest shall be paid on security deposit amount.

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

### **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 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.
- (vii) Contractor shall also comply with the various Government orders and memorandum etc. related to labor law, labor cess and welfare etc.
- (viii) 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 esthetical norms as specified and detailed in Tender.

#### **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. 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 because of the fault at the contractor's end than the tender/ Contract will be automatically cancelled and other actions such as blacklisting of the contractor etc. may be taken up.

### **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. However, the retention money (5%) of the whole work value will be released only after completion of 1 years from the virtual date of completion.

### **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.



## **TECHNICAL SPECIFICATION**

As mentioned in the scope of Work and BOQ.

Work to be executed as per relevant I.S. code/ European code/ Sports Authority guidelines as Applicable

The contractor should get sample of material before procurement from the Engineer In charge.

Thickness of coating minimum 2-3.5 mm, P.U. Coating on top/ last layer, acrylic, rubber etc. whatever required for filling the undulations etc. should be provided.

The Manufacture Test Certificates (MTC) for the brought-out items and the material as applicable at the time of inspection of the site has to be submitted.



# **PART B**

**FINANCIAL BID**

**BILL OF QUANTITY**

**BILL OF QUANTITY**

**BOQ FOR 02 OR MORE LAYER SYNTHETIC FLOORING ON EXISTING SYNTHETIC FLOOR FOR LAWN TENNIS COURT**

<b>S.No.</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	Cleaning of existing surface of existing lawn tennis and basketball court and filling of voids/ gaps, cracks, undulations and repair of damaged synthetic flooring by re-surfacer, water silica and sand.	Sqm.	1267		
2	Providing and laying of two or more layers (each) of synthetic flooring including Acrylic (PMMA) and/ or polyurethane (PU) based coating with aggregate etc. whatever required as per the condition of the site for proper finishing of the court as per the Applicable standards with proper cushion on existing synthetic flooring of basketball and lawn tennis court as per specification and up to the satisfaction of user department.	Sqm.	1267		
3.	Top line marking with HI-Lide marking paint	Sqm.	1267		

**Note:** The contractor is advice to survey the actual site for assessment of critical application if any & accordingly quote the rates.

**Rates Quoted Shall be inclusive of GST as Applicable.**

Providing and laying ITF approved (category 3) Acrylic Synthetic Court for Tennis and basketball court which includes repair of damaged synthetic layer and filling of voids/ gaps, filling the cracks etc. with Re-surfacer, water silica and sand and laying of 02 additional layer of fine cushion with color coat with white line marking as per ITF approved norms and terms

Signature with seal of the Contractor