



INDIAN INSTITUTE OF MANAGEMENT UDAIPUR

(An Autonomous Institute under the Ministry of Education, Govt. of India)

TENDER DOCUMENT

FOR

Name of Work:- Balance texture paint works at Academic Block of IIM Udaipur



Tender No. :IIMU/Tender/Project/Texture/2024-25/04

Dated: 01.10.2024

Indian Institute of Management Udaipur
Balicha, Udaipur-313001, Rajasthan
Website: www.iimu.ac.in



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Notice Inviting Tender (NIT)

Name of Work:- **Balance texture paint works at Academic Block of IIM Udaipur**

Indian Institute of Management Udaipur (hereinafter referred to as “Institute” or “IIMU”) is an Autonomous Institute under the Ministry of Education (MoE), Government of India. IIM Udaipur is recognized as a premier management institution in the country.

Indian Institute of Management Udaipur invites E-tender (online percentage rate tender) from approved and eligible contractors, under two part bidding System [Technical Bid & Financial Bid] from enlisted agencies having valid registration with CPWD/MES/ Railways/PSU’s or any other State/Central Government organisation registered under composite work category on last date of submission of bids for the application of material/compound as specialized item mentioned in tender documents. The bidders should have expertise experience in the similar field for undertaking works related to **“Balance texture paint works at Academic Block of IIM Udaipur.”**

Bidders must read the complete ‘Tender Documents: This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. The Bidders must go through the complete Tender Document for details before submission of their Bids.

‘The Bidders shall sign and stamp each page of this tender document as a token of having read, understood, and comply with tender, the terms, and conditions contained herein. Manual bid/tender will not be accepted under any circumstances. Incomplete bids/ documents shall be rejected without giving any reason.

Availability of the Tender Document -This tender document containing eligibility criteria, the scope of work, terms and conditions, specifications, and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/cppp/> or Indian Institute of Management Udaipur website: www.iimu.ac.in .

Clarifications – A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from the Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended.

Submission of Bids, EMD: - Bids shall be submitted through online mode under the e-procurement system. **No manual Bids shall be made available or accepted for submission.** The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/cppp/> only. **“The original EMD is to be submitted in a sealed envelope to be superscribed this tender name & the name of their agency and must reach the below address before the last date & time for submission of the bid.”**

*The Chief of Administration
IIM Udaipur,
Balicha, Udaipur-313001,Rajasthan*



1. TENDER INFORMATION SUMMARY (TIS)

Name of Work	Balance texture paint works at Academic Block of IIM Udaipur.
Period for Completion of work	2 months
Tender type	Percentage rate tender
Estimated Cost of Tender	Rs. 13,76,200.00/- (Rupees Thirteen lakhs seventy six thousand two hundred only)
Tender Fee	Rs. 500/- (Five Hundred Only)
Earnest Money Deposit	Rs. 27,524 /-(Rupees Twenty seven thousand five hundred and twenty four only) in the form of Demand Draft/ Pay Order in favour of “Director, Indian Institute of Management, Udaipur, Rajasthan”
Performance Guarantee (at the time of signing of Agreement)	(5 % of the tendered amount)
Validity of Bid	90 Days from the date of submission of bid
Date of Publishing	04.10.2024
Tender Downloading Start Date	04.10.2024, 18.00 hrs.
Pre-Bid meeting	11.10.2024, 15.00 hrs.
Tender Submission Last Date	28.10.2024, 10.00 hrs.
Date and Time of Technical Bid Opening	28.10.2024, 11.00 hrs
Date and time of Financial Bid Opening	To be notified later
Submission of Bids	The bid shall be submitted online on CPP Portal
Tender Opening Place	On e-procurement portal
Office/ Contact Person/ email for clarifications	Phone – 02942477254 Email - procurement@iimu.ac.in



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Section-01

FORM- 1
TECHNICAL BID SUBMISSION FORM

1	Name of Tendering Company / Firm / Tenderer	
2	Name of Director/ Partners/Chairperson	
3	Full Particulars of Office	
(a)	Address	
(b)	Telephone Nos.	
(c)	Mobile Nos.	
(d)	E-mail Address	
4	Registration Details	
(a)	Firm Registration No./Partnership / Proprietorship	
(b)	PAN No.	
(c)	GST Registration No.	
(d)	Bidder Registered No. with CPWD/MES/Railways PWD of State,PSU's, or any Central/ State Govt. Organization	
5	Details of Tender Document Fee & Earnest Money Deposit	
(a)	Tender Document Fee Amount	
(b)	Earnest Money Deposit	

**Signature of Bidder as
Authorized by the Company**



FORM- 2

TENDER ACCEPTANCE LETTER (To be given on Agency Letter Head)

Date :

To,

The Director, IIM Udaipur
Balicha, Udaipur,
Rajasthan-313001.

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: **IIMU/Tender/Project/Texture/2024-25/04**

Name of Tender/Work: **Balance texture paint works at Academic Block of IIM Udaipur.**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: CPPP Portal as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide by with the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official

Seal)



FORM - 3

DECLARATION ON THE LETTER HEAD OF THE BIDDER

1. I/we, the undersigned certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. The rates quoted by me/us are valid and binding on me/us during the period of validity of the tender.
3. I/we, the undersigned hereby bind myself/ ourselves to the Indian Institute of Management Udaipur, Balicha Udaipur, Rajasthan-313001 during the period of contract.
4. The Performance Security deposited by me/us shall remain in the custody of the Indian Institute of Management Udaipur, Balicha Udaipur, Rajasthan-313001 subject to settlement of all dues on either side. The performance Security Deposit will not carry any interest.
5. The conditions herein contained shall form part of and shall be taken as included in the agreement itself. I/we will be wholly responsible for undertaking “Name of Work:- **Balance texture paint works at Academic Block of IIM Udaipur.**”
6. An affidavit to the effect that there is no vigilance/CBI or court case pending/contemplated against the firm as on the date of submission of bid.
7. The decision of the IIM Udaipur regarding acceptance/rejection of Tender shall be final & binding on me/us.

Affirmation

1. I, Son / Daughter of Shri Partner / Director Authorised Signatory of affirm that I am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and here by convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: _____ Signature of Bidders / Managing Partner / Director

Place: _____ Name:

Seal:

N.B. The above declaration, duly signed and sealed by the authorized signatory of the Company, should be enclosed with Technical Bid.



FORM 4

ELIGIBILITY CRITERIA

Only those Bidders which meet the following minimum criteria will be considered for opening of financial bid. Supporting documents/annexures should be attached with this and must be serially numbered. An Index must be made for this to facilitate quick reference to the relevant page number.

1. The Bidder shall submit the original EMD and tender fee in a sealed envelope superscribing this tender name & the name of the organisation and must reach at IIMU before the last date & time for submission of Bid. Photocopies of the same EMD and tender fee should be enclosed to support this along with the format given below.

S No.	Type of Fee	Details	Page number of the attached Copy
1	Tender Fee	DD No. _____ of Rs. 500/- (Rupees Fifteen hundred only) of Dated _____ drawn on Bank. _____ Branch	
2	EMD	DD No. _____ of Rs.27,524.00 (Rupees only) of Dated drawn on Bank _____ Branch	

DD will be made in favor of "Indian Institute of Management Udaipur" payable at Udaipur.

2. Empanelment: The intending bidders should have valid empanelment on last date of receipt of tenders in appropriate class for civil works with CPWD, MES, Railways, PSU's or any other Central/State Govt. Organization. Scanned copy of Registration Certificate from the appropriate authority should be attached.

S No.	Certificate/Licence No.	Validity	Page number of the attached Copy

3. The Bidder should have valid Indian Permanent Account (PAN), GST, EPF and ESI number as per the detail given below: -

S No	Type	Number	Page number of the attached self-attested Copy
1.	PAN		
2.	GST ((Undertaking for GST registration Certificate of Rajasthan State if not already obtained by the bidder)		
3	EPF		



4	ESI	
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4. The Bidder should have experience of executing successfully (completed similar works) during the last three years ending on the last day of the month previous to the one in which tenders are invited in reputed Organizations (Central/State govt. Dept./PSUS of Central or State Govt./Railways/Similar Govt. Organizations/ Private Corporate Bodies).

Three Similar works of value not less than **40 % each** i.e. 5.50 Lacs.

or

Two Similar works value not less than **60 % each** i.e. 8.26 Lacs.

or

One Similar works of value of not less than **80 % each** i.e. 11.01 Lacs.

Note - The value of executed works shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7% per annum, calculated from the date of completion to the previous day of the last day of submission of the Tender.

Years	Name of Organisation	Description/ nature of multi-specialty work	Amount of work execute	Page no of the attachedcopy	Date of Completion
FY 2021-22					
FY 2022-23					
FY 2023-24					

5. Turnover (Minimum Turnover of Rs 13.76 Lakhs) during the last Three (3) financial years ended on 31 Mar 2023. The documentary evidence duly certified by CA, indicating yearly total turnover and turnover from similar services related work, should be attached in the following format.

Financial Year	Total Turnover in Rupees (in words and figures)	Turnover from similar services on one site in Rupees (in words and figures)
FY 2020-21		
FY 2021-22		
FY 2022-23		

6. **Past performance in IIM Udaipur:** Bidder, whose contract in IIM Udaipur has been.

(a) determined/ terminated due to contractor's inability to execute the work will be disqualified technically even though they may meet the other technical/eligibility criteria.



(b). Delayed due to contractor's inability to execute the work, will be disqualified technically even though they may meet the other technical/eligibility criteria.

7. There should be no case pending with the police against the Bidder/ Proprietor/ Firm /Partner/Director or the Company (agency) and should not be blacklisted by any Govt agency. A self-undertaking to this effect on the agency's letterhead should be **attached as per annexure I.**

S No.	Agency/ Bidder is blacklisted (Yes/No)	Site on which it is Blacklisted	Page number of the Undertaking on agency letterhead (If not blacklisted)

Note:- All third-party certificates should be duly signed and stamped by the bidding organization.

Certified that all above information is correct to the best of my/our information, knowledge, and belief. All the attached relevant documents are duly signed, sealed, and serially numbered.

Place:

Date:

(Signature of the bidder with seal)



FORM 5

DECLARATION REGARDING BLACKLISTING

[On the letterhead of the Bidder]

I /We Proprietor / Partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/S..... has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S..... Was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of

.....year
s

w.e.f..... The period over on And now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by IIMU shall be forfeited. In addition to the above IIMU. Will not be responsible to pay the bills for any completed/ partially completed work.

Date:

Authorized Signatory (Signature In full):

Name and title of Signatory:

Stamp of the Company:

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.



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FORM 6 CERTIFICATE OF SITE INSPECTION

[On the letterhead of the Bidder]

THIS IS TO CERTIFY that: I, **(name of bidder or his representative)** of the**(name of the firm)** visited the site in connection with the Bid for the work of Balance texture paint works at Academic Block of IIM Udaipur.

Having examined the bid documents, I certify that I have acquainted with the nature, geographical and exact location of the works; the general conditions of execution; the neighboring area and other work that might affect the construction methods; the physical conditions specific to the sites; the climatic conditions; local conditions; means of communication and transport; the possibility of supplying electricity; the availability of labor sufficient in number and quantity; all constraints and obligations resulting from social, tax; and all conditions and circumstances which might influence the execution or price of the works.

I further certify that I am satisfied with the description of the works and that I understand perfectly the works to be undertaken as specified and implied in the execution of the Contract.

*Note: All the bidders are advised to visit the site before bidding. In case the bidder is not making site visit he will be solely responsible for all or any discrepancy.

Signature of Bidder with seal:

Name and title of Signatory:

Stamp of Address of Company:



**INSTRUCTIONS TO THE
BIDDERS**

1.0 GENERAL INSTRUCTIONS:

1.1 For Bidding / Tender Document Purposes, 'Office of the Director, Indian Institute of Management,Udaipur, Rajasthan referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Agency/ Contractor' and / or Bidder interchangeably.

1.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 Each page of the Tender documents must be stamped and signed by the person or persons authorized to submit the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the Documents not so signed is liable to be rejected at the discretion of the client.

1.5 The Bidder shall attach the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the tendering company/ firm/ tenderer.

1.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, technical bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.

1.7 The parties to the Bid shall be referred to as the 'Bidders' /Agency (to whom the work has been awarded) and 'Office of the Director, Indian Institute of Management,Udaipur, Rajasthan' shall be referred to as 'Client'.

1.8 For all purposes of the contract including arbitration there under, the address of the Bidder mentioned in the bid shall be final unless the Bidder notifies a change of address by a separate letter sent by registered post with acknowledgement to the 'Office of the Director, Indian Institute of Management,Udaipur, Rajasthan. The Bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

1.9 Bidders are advised to visit personally the worksite/place i.e. Indian Institute of Management Udaipur, village Balicha, Udaipur, Rajasthan 313001 to acquaint themselves with site conditions.

1.10 The requirement/execution of the work is indicative as mentioned in Schedule of Quantity and may deviate or change at the sole discretion of the client upto the permissible deviation limit.



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1.11 Pre- Bid Meeting:-The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter concerning bids that may be raised at that stage or for any clarification in connection with the bid documents. The bidder may submit any queries in writing or by e-mail, to reach the Engineer-in-charge before such meeting. Proceeding of the pre-bid meeting, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the bidding documents). Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting or otherwise shall be made by the Engineer-in-charge through the issuance of an Addendum (or Amendment) to the bid documents and shall form part of the resultant contract.

2. EARNEST MONEY DEPOSIT:

2.1 This tenders should be accompanied with Earnest Money Deposit (E.M.D.) of **Rs. 27,524/-**(Rupees One Lakhs Sixty Seven Thousand Sixty Eight the form of Demand Draft/ Banker's Cheque/ Pay Order of any nationalized/Scheduled bank in favor of "Director, Indian Institute of Management, Udaipur, Rajasthan" payable at Udaipur, Rajasthan valid for 3 months.

2.2 The Earnest Money Deposit will be refunded to the bidders without any interest whose offers have not been accepted. The Earnest Money Deposit of the bidder whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

2.3 The tenders without the Earnest Money shall be summarily rejected.

2.4 The tender security (EMD) may be forfeited:

- (i) If the Tenderer withdraws his tender during the period of tender validity specified by the Tenderer in the tender form; or
- (ii) In case of successful Tenderer, if the Tenderer
 - (a) Fails to sign the contract in accordance with the terms of the tender document.
 - (b) Fails to furnish required performance security in accordance with the terms of Tender document within the time frame specified by the client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof

3. VALIDITY OF TENDERS AND RATES

3.1 Bid shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Tenders.

3.2 The rates shall be valid for a period of One Year from the date of start of work.

3.3 Rates must be inclusive of GST and taxes.

4. PREPARATION/SUBMISSION OF BIDS

i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the



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documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.

iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.

iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

5. SUBMISSION OF TENDER

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) **Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.**

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) **Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender



documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

11) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

12) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

13) The Agencies are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the Agencies at the eleventh hour.

14) Not more than one tender shall be submitted by one Agency or Agencies having a business relationship. Under no circumstance will the father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

15) Bidder who has downloaded the tender from the IIMU website www.iimu.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not alter/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be altered/modified in any manner, tender will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with IIMU.

6. TENDER OPENING PROCEDURE

6.1 The tender will be opened online on the Central Public Procurement Portal (CPP Portal).

7. CLARIFICATION ON TENDER EVALUATION

7.1 The Tender shall be evaluated based on the available documents submitted by the tenderer.

7.2 Client also reserves right to seek confirmation/ clarification on the supporting documents submitted by the tenderer.

8. RIGHT OF ACCEPTANCE

8.1 Office of Director, IIM Udaipur, Rajasthan reserves all rights to reject any tender including of those tenderer's who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority in this regard shall be final and binding.

8.2 Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass shall render the Tenderer liable for rejection.



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8.3 The Competent Authority reserves the right to award any or part or full contract to any successful tenderer's at its discretion and this will be binding on the Tenderer's.

8.4 Office of Director, IIM Udaipur, may terminate the contract if it is found at any stage that Contractor is black listed on previous occasion by any institution.

9. LETTER OF ACCEPTANCE

9.1 After determining the successful evaluated Tenderer, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within 3 days of receipt of the same by him.

9.2 The issuance of the Letter of Acceptance to the Tenderer shall constitute an integral part of the contract and it will be binding on the contractor.



GENERAL CONDITIONS OF CONTRACT (GCC)

Section-03

1. DEFINITIONS

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely:

1. **“Annexure”** referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
2. **“Approved”** shall mean approved in writing including subsequent confirmation of previous verbal approval. **“Approval”** shall mean approval in writing including as aforesaid.
3. **“Agreement”** the word **“Agreement”** and **“Contract”** has been used interchangeably.
4. **“Bidder”** shall mean the Bidder who submits the tender for the work and shall include the successors and permitted assigns of the Bidder.
5. **“Organization”** shall mean the Indian Institute of Management located at Udaipur, Rajasthan.
6. **“Commencement Date”** shall mean the date upon which the Contractor receives the notice to commence the supply of Services.
7. **“Competent Authority”** shall mean the Director, Indian Institute of Management, Udaipur, Rajasthan.
8. **“Competent Officer”** shall mean an officer authorized by the Director.
9. **“Contract”** shall mean the contract for the work and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates, the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged between the Contractor and the Competent Officer and any other document forming part of the contract.
10. **“Contract Amount”** shall mean the sum quoted by the Contractor in his offer and accepted by Competent Authority.
11. **“Contractor”** shall mean the individuals or firm or company whether incorporated or not, undertaking the contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. This shall be synonymous with term **“Bidder”** used in the Detailed Tender Notice and shall mean the successful **“Bidder”**.
12. **“Engineer-in-charge”** shall mean the Engineer-in-charge of Indian Institute of Management, Udaipur
13. **“Letter of Acceptance”** means the formal acceptance of Bid issued by the Competent Officer.
14. **“Owner”** shall mean the Director, Indian Institute of Management, Udaipur, Rajasthan.



15. **“Prescribed”** shall mean as prescribed in the Tender Document.
16. **“Specifications”** means the specifications referred to in the Tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Competent Authority. In case where no particular specification is given, the relevant specification, where one exists, of the Bureau of Indian Standards shall apply.
17. **“Tender”** means the Contractor’s bid offered to the Competent Authority for the supply of the Services and remedying of any defects therein in accordance with the provisions of the Contract, the installation and services as accepted by the Letter of Acceptance.
19. **“Time for completion”** means the time for completing the supply of services or any part thereof as stated in the Contract calculated from the Commencement Date.
20. **“Similar Work” and “Scope of work”** shall mean the “Texture paint works ”
- 21. The specifications mean the CPWD specifications related to the work with up to date correction slips and amendment thereto.**

Any term that has not been defined here in above, shall be governed by the meaning explained in Oxford Dictionary and/or should be determined by the General Clauses Act relevant to such contracts.

2. RETURNING OF EARNEST MONEY DEPOSIT (TENDER SECURITY AMOUNT)

- 2.1 The Earnest Money Deposit of the unsuccessful tenderers shall be returned after opening of the financial bid.
- 2.2 The Earnest Money Deposit will be refunded to the bidders without any interest whose offers have not been accepted. Earnest Money Deposit of the bidder whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

3. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

- 3.1 The successful tenderer will deposit 5 % of the tendered value as Performance guarantee in the form of FDR/Bank Guarantee pledged in favor of “Director, Indian Institute of Management, Udaipur, Rajasthan” from any Nationalized/Scheduled Bank within 10 days of the acceptance of the Letter of Acceptance. The validity of Performance security will be of 14 months from date of award of work. The performance security can be forfeited by order of the competent authority i.e. Director, Indian Institute of Management, Udaipur, Rajasthan. in the event of any breach of negligence or non-observance of any terms/ condition of contract or for unsatisfactory performance or for non- acceptance of the work order. Security deposit which shall be got extended to cover the **defect liability period of 12 months after completion of the work**. The EMD deposited at the time of tendering will be returned after submission of the Performance Guarantee

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful tenderer shall enter into the contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement on a non-judicial stamp paper of Rs. 500/- to be obtained by the successful tenderer.
- 4.2 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful tenderer.



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5. CONTRACTOR'S OBLIGATIONS

5.1 The Contractor shall provide services at Client's premises as per Scope of Work (Section 4) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

5.2 Contractor shall not engage any sub-contractor for the work assigned to him.

5.3 In the event of substandard performance or non-performance during the contract period, the client shall have the right to foreclose the contract and forfeit the Performance Guarantee/ Security Deposit.

5.4 The Agency/contractor has to make their own arrangement of machinery and T&P to undertake the work in mechanized manner.

5.5 On acceptance of the tender, the tenderer has to furnish a bar chart showing work completion schedule and submit it along with the performance security guarantee

6. VALIDITY OF CONTRACT

The contract, if awarded, shall be for 90 days from the date of award. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the Competent Authority of the office of the Client.

7. PAYMENTS

7.1 Final bill to be paid when submitted along with supporting documents. Payment shall be made under actual measurement.

7.2 The contractor shall also submit to the department his computerized Abstract and Measurement.

7.3. No RA bill will be paid. Full & Final bill shall be paid upon completion of the work.

7.2 All payments shall be made in Indian Currency by means of NEFT/ RTGS in the account of the Contractor.

7.3 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax, GST or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

7.4 Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.

7.5 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

Note:

- In case of RA Bill, contractors should have financial capability to finance the project on their own without waiting for RA Bill payment from IIM Udaipur to progress on job.
- No mobilization advances shall be paid to the contractor.

8. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

Signature of Bidder

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Signature of Engineer-in-charge



If at any time after acceptance of the tender, Competent Authority shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9.0 TAXES AND DUTIES

The rates quoted by the tenderer, shall be firm and final and inclusive of all taxes i.e. GST, TDS, Cess etc.

9.1 DEDUCTIONS

(i) GST/Income TAX and Surcharge

GST/Income Tax and Surcharge deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

(ii) Labour welfare cess

The rates of the contractor shall be inclusive of labour cess. Labour welfare cess shall be deducted from the running payment of the Contractor against the value of work done as per the rules & regulations in force during the period of contract. Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.

Every contractor, sub-contractor, affiliates, their legal assigns or heirs as the case may, shall be responsible for registration of every Building worker who has completed eighteen years of age but has not completed sixty years of age and who has been engaged in any Building or Other Construction Work for not less than Ninety Days during the preceding twelve months; with the Board/ Funds as applicable under various sections of "THE BUILDINGS AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 and THE BUILDING AND OTHER CONSTRUCTION WORKERS' WELFARE CESS ACT, 1996.

10. RIGHT TO INSPECTION

The Competent authority or his/ her subordinates shall have unabridged right to inspect and supervise the day-to-day activity of the contractor to ensure maintenance of high quality standards conformity to the Contract specifications.

11. COMPENSATION FOR DELAY

If the contractor fails to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay compensation amount as:-

Compensation for delay of work @ 2 % per month of delay to be computed on per day basis, provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The substandard work carried out shall be dismantled and redone. In case the substandard work done by the contractor is acceptable, it will be devalued. The decision of the Competent Officer will be final and binding.



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The Competent Authority or his representative shall have absolute powers to accept/ reject the materials brought to the site

12. TIME & EXTENSION OF DELAY

The time allowed for execution of the works as specified in the tender document or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 10th day after issue of LoA or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, the Earnest Money & Performance Guarantee/ Security Deposit submitted by the contractor shall be forfeited.

13. MATERIALS & MANDATORY TESTS

The contractor shall, at his own expense, provide all materials required for the works. The contractor shall, at his own expense and without delay, supply the Engineer-in-charge, samples of the materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The Engineer-in-charge shall, within three days of supply of samples, intimate to the contractor, whether samples are approved him or not. If samples are not approved, the contractor shall, forth with arrange to supply fresh samples. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-charge shall be issued after the test results are received.

14. CONTRACTOR'S LIABILITY

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kern fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within three months after a final certificate or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising ut of defect or improper materials or workmanship the contractor shall upon receipt of notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of three months, after the issue of final certificate or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

15. LABOUR SAFETY PROVISIONS

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers. Guidelines issued by MHA, MoHFW and/or Govt. of Rajasthan in context of COVID - 19 must be strictly followed at work place (site) by the contractor at his own cost.

16. WORKMENS COMPENSATION ACT

The contractor shall at all times indemnify the Competent Authority against all claims for compensation under the provisions of Workmen Compensation Act or any other law in force, for workmen employed by the

Signature of Bidder

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Signature of Engineer-in-charge



contractor in carrying out the contract and against all costs and expenses incurred by the organization therewith.

17. DEVIATIONS/VARIATIONS EXTENT & PRICING

17.1 The client shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work within the deviation limit of 30% of the original quantities.

17.2 In the case of Extra Item(s) which are not available in BOQ being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

17.3 Payment of Extra/substitute items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

17.4 In the case of contract items, which exceed the limit(s) of quantity (ies) laid down in schedule, the contractor shall be paid rates specified in the schedule of quantities.

18. ESCALATION/ PRICE VARIATION

No claim on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. All Rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/ price variation clause shall be applicable on this contract.

19. EXECUTION OF WORK

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications.

The contract shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for the adequacy, suitability and safety of all the works and methods of construction.

20. LAWS & ACTS

The following Laws/Acts will be applicable on the Contract: -

- (i) Contract Labour Act.
- (ii) Minimum Wages Act.
- (iii) Indian Contract Law.

21. RISK & COST



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Non completion of work or willful abandoning the work or non-fulfillment of any condition of contract shall render the contract liable for termination of his contract. Upon such termination the work shall be taken out of his hand and will be executed at the risk and cost of the defaulting contractor. The extra cost incurred shall be recovered from the dues of the defaulting contractor or as per the legal course of action available with the department. The same will be applicable for defect liability period of 12 month for the work executed by the agency. The agency have to resolve all type of complaints regarding the work carried out by him till the completion of Defect liability period of 12 months, if the agency fails to do so, the performance guarantee./ security deposited shall be fortified and the work will be carried out by the other agency on Risk & Cost.

22. DISPUTES & ARBITRATIONS

Any dispute, difference or question with regard to any matter in connection with this contract, shall be referred to two arbitrators, one to be nominated by each party. In case of difference between the Arbitrators, the decision of the umpire appointed by the Arbitrators shall be final and binding on both the parties. The appointment of the arbitrators and the procedure to be followed shall be governed by Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The arbitrators or the Umpire may from time to time with the consent of the parties extend the time for making and publishing the Award. The arbitrators and Umpire shall be Engineers only. The Contractor shall continue to execute the work at site during the arbitration proceedings, and maintain the same pace of progress of work and required under the conditions of contract.

23. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

"Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure;
- (ii) The nature and extent of the event of Force Majeure; (iii) The estimated Force Majeure Period,
- (iv) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (v) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (vi) Any other relevant information concerning the Force Majeure and / or the rights and obligations of the Parties under the Contract.

24. CORRUPT & FRAUDULENT PRACTICES

The Director requires that bidders under the resultant contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, the Director:



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(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

(i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and

(i) **“Fraudulent practice”** means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to establish bid prices as artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of contract, if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question will declare an Applicant/ Bidder ineligible, either indefinitely or for a stated period of time, for award a contract/ contracts, if it at any time it is found that the Applicant/ Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

25. Safety Codes: Ensuring safety at site for the captioned work need to be observed / ensured in accordance with the provision content in handbook of CPWD related to safety health & environment to the extent applicable to this work at IIM Udaipur. A decision in this regard will be governed by the competent authority of IIM Udaipur which shall be final and binding to the contractor.

26. Fire Safety: This will be as per the Fire Safety codes of the CPWD to the extent applicable to the IIM Udaipur. A decision in this regard will be governed by the competent authority of IIM Udaipur which shall be final and binding to the contractor.

SCOPE OF WORK
(Special Terms and Conditions)

SCOPE OF WORK

Balance texture paint works at Academic Block of IIM Udaipur.

1. The tenderer shall acquaint himself with the proposed site of work.
2. The complete work as specified in SOQ(Schedule of Quantities) or as directed by Engineer-in-charge or his representative shall be bound on contractor/tenderer to undertake the work.
3. The entire premise is to be kept free of any debris at the working site. The demolished/dismantled materials required to be dumped at the designated dumping site in consultation with Engineer-in-charge and the same required to be disposed at designated Dumping Site on regular basis. The contractor has to maintain the designated dumping site within the campus neat and clean and also has to clear any dumped material brought at the site during execution of the awarded work whenever he asked for. The cost for the same is inclusive in the rates quoted against the items available in schedule of quantity. No extra payment for the same shall be paid.
4. **Inspection of materials/work at site:** The IIM Udaipur's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work. The IIMU's engineer and /or his representative shall have free and full access at any time during execution of the contract to the contractor's works or site. In case of execution of work for the aforesaid purpose, and IIMU's engineer may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the IIMU's Engineer.
5. **The IIM Udaipur's Engineer shall have the power:** (i) To reject the whole/part of the items & materials tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and ii) To mark the rejected items / materials or parts with a rejection mark so that it may easily be identified if re-submitted.



6. Requirement of Technical Representative(s) and recovery Rate: -

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number of Engineers/ Representatives	Rate at which recovery shall be made from the contractor in the event of not fulfilling the requirement
1.	Graduate Engineer/ Diploma Engineer	Civil Engineering	Principal Technical Representatives (Project Manager cum Planning/ Quality/ Site/ billing Engineers)	Graduate Engineer with minimum 2-year experience/ Diploma holder with minimum 5 year experience	1	Rs. 25,000/- per month

7. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.

- (a) On account of delay in commencing the work by the contractor.
- (b) On account of reduction in the scope of work.
- (c) On account of suspension of work or abandoned after award of work.

8. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The contractor shall make his own arrangement for water suitable for construction.

9. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever,



shall be payable.

10. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damage and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work

11. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the department

12. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.

13. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor

14. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favoring the Director, Indian Institute of Management Udaipur. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.

15. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.

16. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.

17. In order to ensure quality of work during its execution, the Project Office representative may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.

18. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge / Architect. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge / Architect, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However cement/steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used till test certificates are obtained and approved by Engineer-in-charge / Architect.



19. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.
20. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
21. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
22. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.
23. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge
24. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-charge and Architect before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility
25. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge.
26. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard
27. All spaces allotted to the contractor as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.
28. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor
29. The quantity of items may increase or decrease as per requirement at site. The contractor shall have no right to raise any objection and claim in respect of the increase or decrease in quantities of items. The contractor is requested to quote their rates by considering this aspect.
30. During execution of work the contractor shall make all necessary barricade/covering of the site wherever required at no extra cost.
31. **No extra cost beyond schedule of quantity items shall be paid to contractor for making arrangements like scaffolding/lifting arrangements for shifting of material. The contractors who like to participate in the bids should consider this criterion and requested to visit the site before filling the tender.**

32. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts including public and gazetted holidays and nothing extra shall be paid on this account.
33. The requirement/execution of the work is indicative as mentioned in Schedule of Quantity and may deviate or change at the sole discretion of the client upto the permissible deviation limit as per IIMU Rules.
34. The work will be carried out as per CPWD Specification 2019 Vol. I & II and upto date correction & amendment slips. Those items which are not available/covered under the CPWD Specification 2019 Vol. I & II. General specification will prevail as per the material & labour consumed in the work.
35. All terms & conditions laid down in CPWD Works Manual 2019 shall be applicable.
36. All dismantled material having any salvage value to be determined by the Engineer-in-charge shall be the property of IIMU.
37. The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work, No revision to Percentage/ Item rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc. or any other statutory increase during the entire contract period of extended contract period.
38. No worker/employee of the Agency shall be allowed to stay in the premises of IIM Udaipur. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.
39. No littering shall be allowed in the premises and routine disposal of debris shall be ensured by the contractor.
40. Special conditions in terms of final bill:
- 40.1 All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department and shall be submitted online within 7 days of the execution of the work alongwith copy of supporting document in hard copy.
- 40.2 The contractors shall submit his final bill to the Engineer-in-charge within 15 days of Completion of work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

SECTION-5

TECHNICAL SPECIFICATIONS OF THE WORKS & MATERIALS

1. General

The work under contract shall be carried out in accordance with CPWD specifications Vol. I & II-2019 for the execution of individual schedule items & DSR 2023 with upto date correction slips. The execution of schedule items which are not covered under CPWD specification 2019 shall be bounding on contractor as per direction of Engineer- In charge. However some of specifications have been describes from para-3, below. *For disposal/stacking of dismantled /surplus item (s) the contractor shall be bound to dispose/ stack the dismantled/ surplus item (s) upto a lead of 200 meters or at designated placed as per directions of Engineer-in-charge and no claim of extra payment in accordance with the CPWD specification 2019 shall be entertained in this regard.*

2. Surface Preparation:

(i) The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, smoke splashes, mortar droppings and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection, before texture painting is commenced.

(ii) In case of undulated surface, cement mortar shall be applied over the surface for make surface even for texture painting.

3. Texture Painting:

Four coats shall be applied over the finished surface which are:

- (i) 1st coat Decorcem Advance (Luxture's Redimix Plaster)
- (ii) 2nd coat Texture Primer as per shade (Luxture)
- (iii) 3rd coat Texture Coat as per shade (Luxture)
- (iv) 4th coat topcoat clear (Luxture's T.C.-500)

The contractor shall make a sample with the approved Luxture texture paint for approval by the Engineer-in-charge. The work shall commence only after sample approval by the Engineer-in-charge.

The Shade of the texture shall be as per existing pattern maintained in the Academic Block.

4. Scaffolding:

The cost of scaffolding is included in the item rate. No additional claims will be entertained for the scaffolding whatsoever, the contractor shall visit & inspect the site before applying for the tender and quote accordingly.

Note: All the material should be used only after approval of Engineer-in-charge or the IIM representative.

- 5.** All other material related to BOQ shall be specified as per prevailing CPWD Specifications and shall be approved by Engineer-in-charge.



Schedule of Quantity

Schedule of Quantity					
Name of Work :-Balance texture paint works at Academic Block of IIM Udaipur					
S. No.	Description	Qty	Unit	Rate (in Rs.)	Amount (in Rs.)
1	Providing and applying acrylic aggregate textured non pigmented wall finish coating in natural stone finish with color as per sample approved by Engineer-in-charge on the exterior walls of the building. The first coat shall be of low VOC cement primer at the rate of 0.3 Kg per sqm. The texture material shall be applied at the rate of average 3.25 kg / square meter and average 2.5 mm thickness on the exterior walls. Any Flaking, Plaster of Paris, Gypsum or other absorbent material surfaces should be brushed and removed. All undulations, broken edges, irregularities should be rectified before application of the textured layer. The textured layer shall be applied in two layers, first with SS trowel and the second coat with special plaster spray gun to achieve a uniform texture & Finishing walls with weather shield silicon based(Luxture T.C-500) protective coat as recommended by the manufacturer and as per the direction of Engineer-in-charge. as per the approved sample complete to the satisfaction of Engineer-In-Charge, inclusive of Scaffolding ,& all necessary equipment.	1,050.00	Sq.m.	1,183.00	1,242,150.00
2	15 mm cement plaster on the rough side of single or half brick wall of mix : 1:6 (1 cement: 6 fine sand)	350.00	Sq.m.	383.00	134,050.00
Grand total (in Rs.)					1,376,200.00



Price Bid

Validate		Print		Help		Percentage BoQ	
Tender Inviting Authority: The Director IIM Udaipur							
Name of Work: Balance texture paint works at Academic Block of IIM Udaipur							
Contract No: IIMU/Tender/Project/Texture/2024-25/04							
Name of the Bidder/ Bidding Firm /							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words	
1	2	3	4	5	54	7	
1.01	Balance texture paint works at Academic Block of IIM Udaipur as per schedule 5 & 6 of NIT.	1	Nos	1376200	1376200.00	INR Thirteen Lakh Seventy Six Thousand Two Hundred Only	
Total in Figures					1376200.00	INR Thirteen Lakh Seventy Six Thousand Two Hundred Only	
Quoted Rate in Figures			Select		0.00	INR Zero Only	
Quoted Rate in Words			INR Zero Only				



Indian Institute of Management Udaipur
भारतीय प्रबंधन संस्थान उदयपुर

(on 500/- Stamp Paper)

CONTRACT AGREEMENT

This Agreement for “” is made and executed on this.... day, theday of..... 2024 at Udaipur.

BY AND BETWEEN:

1. Indian Institute of Management Udaipur, (registered under the Rajasthan Society Registration Act, 1958 on April 5, 2010) is an Autonomous Institute under the Ministry of Education, Government of India, having its current office at Balicha, Udaipur-313001, Rajasthan, India (hereinafter referred to as the “Institute”, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators, and assignees),

AND

2. M/s, having its registered office at, India (hereinafter referred to as the “Contractor”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators, and assignees), represented by Mr., Authorized person of the company.

WHEREAS the contractor has agreed for the work at IIM Udaipur mentioned in the specification and schedule (Tender Document) attached hereto at the prices and in the manner and upon the terms and conditions hereinafter mentioned and whereas the contractor has deposited with the Institute, the sum of Rs.(Rupees only) vide performance bank guarantee towards the security money for the due and faithful performance of this contract and to be forfeited in the event of the contractor failing duly and faithfully performance of this contract.

The Institute and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents (Tender Document) referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract

Signature of Bidder

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Signature of Engineer-in-charge



documents.

- (a) The Letter of Intent (LOA) dated2024.
- (b) The Performance Bank Guarantee Rs. (Rupeesonly) Fixed deposit No. dated2024 issued by Bank.
- (c) The Tender Document No.: IIMU/Tender/..... /24-25 dated 2024.
- (d) Mail negotiation, correspondence on email, and other relevant

documents.

3. In consideration of the payments to be made by the Institute to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Institute to execute the works and to comply with all statutory requirements existing as well as those promulgate from time to time. The price is payable for rendering requisite services after fulfilment of all statutory requirements as per the Letter of Acceptance & tender documents.

4. The period of the contract will be for a total of 2 months from the date of commencement of the work i.e. 2024.

5. All disputes under this contract are subject to Udaipur jurisdiction only.

Agreement to be executed in accordance with the laws of India on the day, month, and year indicated above.

Signed by:

Signed by:

For and on behalf of the Institute
Contractor
in the presence of

For and on behalf of the
in the presence of

Witness: _____
Name:
Address: IIM Udaipur, Balicha, Udaipur

Witness: _____
Name: _____
Address: _____

Date ... 2024.

Date: ... 2024