



**NOTICE INVITING E-TENDER FOR SUPPLY
INSTALLATION TESTING COMMISSIONING OF
NEW AMF PANEL FOR 320KVA DG SET AT SUB-
STATION-3 OF IIM LUCKNOW.**

To,
M/S. _____

SUB.: NOTICE INVITING E-TENDER FOR SUPPLY INSTALLATION TESTING COMMISSIONING OF NEW AMF PANEL FOR 320KVA DG SET AT SUB-STATION-3 OF IIM LUCKNOW.

Dear Sir,

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow for SUPPLY INSTALLATION TESTING COMMISSIONING OF NEW AMF PANEL FOR 320KVA DG SET AT SUB-STATION-3 OF 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 <http://eprocure.gov.in/procure/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 <http://eprocure.gov.in/procure/app> on or before bid submission closing Date & Time

Sd/-
Chief Administrative Officer
For Indian Institute of Management



INSTITUTE OF MANAGEMENT LUCKNOW

NOTICE INVITING E-TENDER
IIML/PROJ/TENDER/2023-24/4418 Date: 17/07/2023

**NOTICE INVITING E-TENDER FOR SUPPLY INSTALLATION TESTING COMMISSIONING OF
NEW AMF PANEL FOR 320KVA DG SET AT SUB-STATION-3 OF IIM LUCKNOW**

Dear Sir,

E-Tenders are invited from reputed companies for Supply Installation Testing Commissioning of New AMF Panel for 320KVA DG Set at Sub-Station-3 of 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 binding to both IIML and the Bidder.

Name of work	:	SUPPLY INSTALLATION TESTING COMMISSIONING OF NEW AMF PANEL FOR 320KVA DG SET AT SUB-STATION-3 OF IIM LUCKNOW
Earnest Money	:	Rs. 3000/- (Rupees Three Thousand Only)
Total Estimated Cost	:	Rs. 2,84,000/- (Inclusive of GST)
Period of Contract	:	60 days
Date of issue of tender document	:	17/07/2023
Date Pre-Bid Meeting	:	26/07/2023
Late Date for submission tender document	:	07/08/2023 upto 15:00 PM
Date of opening of Technical Bid Opening	:	08/08/2023 at 15:00 PM
Date of opening of Financial Bid Opening	:	Will be informed to the Bidders Qualifying the Technical Bid.
starting of work	:	Within 10 days of the Date of LOI

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

Bidders are requested to visit the site and understand the actual quantum & condition of work before quoting the rates.

Sd/ -
Chief Administrative Officer
For Indian Institute of Management Lucknow

TECHNICAL BID

SCOPE OF WORK

- a. Dismantling and removing of the old AMF Panel.
- b. Fabrication, supply, fixing, connecting and commissioning of AMF panel for 320 KVA DG set as per INDIAN STANDERD code.
- c. Material used should be of standard make, as per relevant I..S. Code and suitable to cater the maximum load to be put on the panel.
- d. New AMF panel should be of same size so that it may fit into existing location or for any civil work required should be done by bidder in same cost. No extra cost will be paid for civil work.
- e. Bidders are required to submit S.L.D. for control and Power of AMF Panel.
- f. Auto switching synchronization for DG supply to main supply and main to DG.
- g. Manual for Programmable AMF module for fault identification and rectification.
- h. Bus Bar should be of Aluminium. Bus bar should be having suitable insulation cover.
- i. Buy back of existing old panel.
- j. Earthing of panel should be done properly.
- k. Naming of essential switchgear, MCB should be done for identification for fault finding. Proper cable/ wire tagging should be there. Related panel circuit diagram and operation manual should be provided/ pasted on the Panel door itself.
- l. Wiring should be done in cable tray. Termination of wire or cable should be done by lug or thimble as per the Standard code of practise.
- m. All the related connection\ interconnection whatever required for synchronization of the main supply with the panel has to be done by the contractor.
- n. Before start of work please take approval of Design of Panel by Engineer in Charge

Incoming:-

1. MCCB 630A TP (L&T/Schneider make)	1 No.
2. MCCB 630A TP (L&T/ Schneider make)	1 No.
3. ATS 630Amp (Havells/Schneider make)	1 No.
4. Three in One Meter	1 No.
5. DC Digital Amp Meter	1 No.
6. DC Digital Volt Meter	1 No.
7. Control MCB 6A (L&T/Havells make)	7 Nos.
8. CTs 15VA. 630/5A (AE make)	3 Nos.
9. Indicating Lamps (Rep. Make)	7 Nos.
10. Aluminium Busbar: TPN 630A	
12. Busbar Isolators	
13. Panel body: CRCA (Cold rolled close annealed) sheet, SWG: 16/18 SWG Powder Coated: Double colour shade	

Power and Control Section:-

1. Automatic SMPS based Battery Charger (24V) 1No.

2. Programmable AMF Module with L.C.D. Display having following features:-

- a. Three attempt engine start relay
- b. On delay timer for load change over
- c. On delay timer for engine shut off
- d. Engine Cranking Relay with adjustable time delay
- e. Built in adjustable timers: Mains wait, cranking wait, Cracking ON, Cracking OFF, Cracking Attempts, Stop Solenoid, and Engine Idle Run.
- f. Alternator over voltage protection
- g. Alternator under voltage protection
- h. LLOP Protection

- i. HWT/HCT Protection
- j. Over/Under Frequency Protection
- k. Auto/Manual Selection
- l. Alternator Voltage Monitor
- m. Mains Voltage Monitor
- n. Mains Over/Under Voltage Protection
- o. Push button: Start, Stop, Mains Close/Trip, Alt Close/Trip,

3. Aux. Relays 24VDC 2 Nos.

4. Auxiliary contractors & Relays for circuitry requirement

5. Control MCBs 7 Nos.

6. Terminal Block 7 Nos.

Indication:

- Engine fail to start
- Load On mains
- Load On DG Set
- DG fault
- Over load
- Over heating

Push Buttons:

- Start
- Stop
- Mains Close/Trip
- Alternator Close/Trip

Rotary Switches

- Auto/Manual
- Emergency/Normal
- Charging ON/OFF

WIRING

Control section wiring will be done with appropriate wire. Proper lugging in all the connections. Wiring shall be done with appropriate PVC Channels, binding strip and cable ties.

PANEL BODY

Control Panel body will be made with 18 SWG MS-CRC sheet with suitable angle iron, iron strip, etc. All doors will be of 16 SWG, covered with rubber biding so that they will be completely dust and vermin proof. All instruments fitting screws and nut-bolts used be cadmium coated.

NOTE: The material above mention is only to give for prospective of work. The bidder can consider material beyond this which may be felt necessary for proper function of the panel and for serving the purpose.

INSTRUCTION TO TENDERER

- (i) The Tenderer shall read the document carefully, visit the site and understand the quantum and condition of the work before filling it.
- (ii) Bidders are required to deposit an amount of Rs. 3,000/- (Rupees three Thousand only) towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at appropriate place. **Those who are exempted from deposit of EMD shall upload the valid certificate in this regard.**

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

- (iii) Financial bid must be filled and submitted in the prescribed formats given on the CPP portal separately. A sample format of the financial bid has been attached with the Technical bid just for the understanding of the bidders. This is required to be kept blank and just signed and stamped along with the other documents of this Tender. If filled in financial bid is found along with the Technical bid of this Tender, then the Tender shall be straight away rejected.
- (iv) Tender must be valid for a minimum period of 120 days from the date of opening.
- (v) Technical offers shall be opened first, if the tenderer fail to submit the EMD than their technical offer will not be Opened/Evaluated. The technical offers will be evaluated by the selection committee based on technical evaluation criteria of this document. The Financial offers from technically unqualified tenderers as per evaluation criteria will not be opened.
- (vi) Financial offer shall be opened only for those tenders who are technically qualified as per evaluation criteria of this tender document.
- (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 have 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) Tenderers must visit the site and see the means of access to the site and specifications and acquaint themselves fully about the works to be carried out and all other factors governing the works before quoting his rate.
- (xiii) Tenderer has to submit Performance Security deposit 5% (In case EMD is exempted) or 3 % (In case the EMD has been deposited) of total contract value within 7 days after issue of LOI with minimum validity of 14 months in form of FDR from Nationalized Bank in favour of Indian Institute of Management, Lucknow payable at Lucknow. EMD of unsuccessful tenderer shall be returned after finalization of contract. Performance Security deposit will be release after successful completion of work. No interest shall be paid on amount.
- (xiv) The rate quoted by the tenderer shall be the total sum of material & labour at the IIM Lucknow campus, Lucknow Excluding of GST, **GST will be paid extra as applicable.**
- (xv) If any discrepancy / misprint is noticed / specification or BOQ, it should be clarified from the Institute before quoting the rate.
- (xvi) 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.
- (xvii) 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.
- (xviii) The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
- (xix) 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.

- (xx) The Director, Indian Institute of Management, Lucknow has reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
- (xxi) 5% of the payable bill value will be retained from each running bill as Retention money/ Security deposit for the defect liability period of 1 year. No interest shall be paid on amount. This amount will be released after successful completion of defect Liability Period.
- (xxii) Tenderer can avail relaxation (in tender fees and EMD only, No relaxation will be given in experience) given as per Govt. norms for NSIC/MSME registered firm.
- (xxiii) Successful tenderer uploaded document will be verified with the original at the time of LOI / Agreement.
- (xxiv) Tender term & condition also includes General Conditions of Contract **which is available on IIML website and also be the part of this contract and its terms and conditions shall be bidding to both IIML and the successful Tenderer.** So please read it properly. Link <https://www.iiml.ac.in/sites/default/files/upload/tender/293037022gcc.pdf>
- (xxv) Successful tenderer has to provide time lines, schedule etc. for completing the work within given completion date.
- (xxvi) Intending parties are required to submit an undertaking that their firms have never been debarred / black listed by any Government/Public sector dep't. And there is no criminal case on the Proprietor/ partners/ any of the Directors in any Police station of any court of India. This undertaking is to be given in the following format:

Undertaking to be furnished by the intending Tenderers:-

I/We declare and confirm that:-

- i. I/we have never been blacklisted /debarred from IIM Lucknow any Govt. /Public sector enterprises.
- ii. There is no criminal case on me/ and my partner/ board of directors is there in any court/Police station of India.
- iii. All the information and attachments submitted in the tender document/ envelope are true and correct.
- iv. There is no suppression or concealment of information / document with regard to execution of work during the last 05 years
- v. I / We are aware that any false information provided herein will result in the rejection of my tender at any stage.

TECHNICAL DETAILS OF BIDDER

Details of the Tenderer:

S. No.	Particulars	Credential Criteria of Firm
1	Name of the firm	
2	Address of Firm	
3	Contact No. and Email-ID for official communication.	
4	GST Registration No. of the firm/Agency (Enclose copy) :	
5	Income Tax Permanent Account No. (Enclose copy)	
6	Experience of the firm in similar field during the last five years, ending last date of submission of tender. (Copy of Eligible Completion Certificate to be enclosed).	
7	Name of the Important Clients / Firms to whom services have been rendered/ are being rendered by the Organization/ Agency/ Firm	
8	Details of MSME certificate or EMD deposited	

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / Annexures.
3. I / We agree that the decision of Indian Institute of Management Lucknow in selection of contractor will be final and binding to me / us.
4. 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.
5. I / We hereby confirm that my/ our company has never been blacklisted by any State/ Central Government organization.

Signature of the Contractor (or) His authorized
signatory

With seal of the agency/ firm

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./Reputed Pvt. Institution Photocopy of Experience Certificate of similar field of the firm of during the last three years, ending 31st March of the previous financial year.
- d) Experience of having successfully completed works during the last three years, ending 31st March of the previous financial year.

Three similar completed works, each costing not less than the amount equal to 40% of estimated cost of tender each year,

Or

Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost of tender each year,

Or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost of tender each year.

- e) An EMD amounting to Rs. 3,000/- (Rupees Three Thousand only) drawn in favor of Indian Institute of Management, Lucknow or MSME Certificate.

TENDER Declaration

I/We have read and examined the Notice Inviting tender, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work including GCC attached separately or upload on iiml.ac.in.

I/We have thoroughly read the tender specification and have understood the site/working condition

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. 3,000/- is hereby forwarded in Cash/Receipt Treasury Challan/Deposit 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 I, Lucknow or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations/ additional/ extra items as may be ordered as per the provisions in the Contract.

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

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. 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 of contractor
with seal of the agency/ firm

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.

SPECIAL CONDITIONS OF CONTRACT.

1.1 Directive to Contractor

1.1.1 Interpretation of Contract Documents:

- (i) All the documents (such as SNIT, ITT, TENDERER DECLARATION, DEFINITIONS & SCOPE OF WORK, TECHNICAL SPECIFICATIONS, General Conditions of Contract which are available on IIML Web site and FINANCIAL BID) forming part of the contract are to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be brought to the notice of the IIM. The decision of the IIM shall be final and binding. The contractor shall execute the work accordingly.

- (ii) The contractor shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.

- (iii) The contractor shall visit the project site so as to study the site conditions, means of access to the site and other factors governing the works.

1.1.2 Period of Contract:

The time period for completion of job for SUPPLY INSTALLATION TESTING COMMISSIONING OF NEW AMF PANEL FOR 320KVA DG SET AT SUB-STATION-3 OF IIM LUCKNOW. Work shall be completed 60 days from the date of issue of LOI (Letter of Intent).

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

Force Majeure:

If the execution of work is delayed due to force majeure, or due to the circumstance which were not in the control of the Tenderer then IIM as per the affected period may extend the time period as per the discretion of the Director of the Institute.

1.1.4 Dispute & Arbitration:

- (i) All disputes or differences whatsoever arising between the parties out of or relating to this contract or the specifications, designs and quality of work, quality of materials used for the work, construction, meaning and operation or effect of the work or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of the negotiation shall be 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 shall not be subjected to any change due to the increase in labour wages or inflation wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

1.2 Execution of Work

1.2.1 General:

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

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.

1.2.3 Inadequate / substandard works and materials:

- (i) Material used should be make mention in **BOQ**
- (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 the IIM regarding any of the works, then the same shall be got executed by engaging other contractor/ persons by IIM at the risk and cost of the contractor.

1.2.5 Discrepancies between instructions:

The several documents forming the Contract are to be taken as mutually explanatory to 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 there from 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 Engineer Incharge. The decisions of IIM Engineer Incharge 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 Engineer Incharge 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 shall be recovered from the Contractor. The decision of the IIM as to any question arising under this clause shall be final and conclusive.

1.2.7 Period of warranty:

The warranty period of the work shall be equivalent to defect liability of 1 year.

1.2.8 Suspension of work:

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

- (i) On account of any default on the part of the contractor. In this case the contractor shall be entitled for the extension of time, but the contractor

shall have no claim for payment of compensation for re-execution of faulty works.

- (ii) For execution of the works for reasons other than the default of the contractor.
- (iii) For safety of the works.

In case of suspension of work:

- a. The contractor shall during such suspension, properly protect and secure the works and carry out the instructions of the IIM.
- b. If the suspension is ordered for the reasons 1.2.8 (ii) as stated above, the contractor shall be entitled for extension of time equal to the period of every such suspension but no compensation for damages etc. shall be admissible on account of suspension of work.

1.2.9 Possession Prior to completion:

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

1.2.10 Care of Works:

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

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:

The contractor shall submit running bill. After measurement and verification of work payment will be made.

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, will the IIM be responsible if the cheque is misled or miss-appropriated by the contractor or his representatives.
- (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 job after the defect liability period. 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). Statutory deduction as per the govt. direction 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, labour 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) 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

- (ii) The work shall be done in such a manner so as to clear work force availability for other agencies working at site.
- (iii) Finish of work shall be as per details given by IIM.
- (iv) 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 accommodation of the manpower, the movement of his men, material and equipment at his own cost.

1.8 Electricity

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

1.9 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 shall be procured and supplied by the contractor at his own cost except for any items specified as IIM supplied.

1.10 Liquidated damage charges

0.05% per day of contract value for delay up to 15 days. 0.10% per day of contract value for delay from 15-30 days and for delay beyond 30 days it will be 0.25 % of the contract Value per day. Total levy of this Liquidated damage shall not exceed more than 10% of the contract value. In case the delay continues beyond 3 Months than the tender/ Contract will be automatically cancelled and Security Deposit and Retention will be forfeited in this case.

1.11 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 labour hutment to avoid unauthorized entry.

1.12 Service of Notice

All notices, consents, approval or other communication required to be given or served hereunder by either party hereto to the other party shall be in writing, and in English 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

FINANCIAL BID

FINANCIAL BID

BILL OF QUANTITY

**BOQ FOR SUPPLY INSTALLATION TESTING COMMISSIONING OF NEW AMF PANEL FOR 320KVA
DG SET AT SUB-STATION-3 OF IIM LUCKNOW
(GST as applicable will be paid extra)**

Please do not fill the Price bid below. It is just for the understanding of the bidder. Price bid to be filled is available in the macros enabled excel format separately

SNO.	PARTICULARS	Qty.	Rate	Amount
1	Fabrication Supply Installation Testing and Commissioning of New AMF Panel for 320KVA DG Set at Sub-Station-3 IIM, Lucknow as per scope of work & specification and site conditions. This includes any kind of site modification required to install the panel in the available space of old panel.	1 Job		
2	Dismantling of existing AMF panel including Cable Opening and keeping it at the place specified by the engineer In charge.	1 Job		
3	Laying/ Re-laying, Splicing, termination and Connection of Existing cable to the New Panel along with proper cable tags and ferrule etc. as per the standard code of practice.	1 Job		
4	Buyback of existing old AMF panel	1 No.		
			Taxable Amount	
	(Amount in words)			
	(GST will as applicable)			

Note: The Bidders are advised to survey the actual site for assessment of critical application if any & accordingly quote the rates.

Signature with seal of the Contractor