



**NOTICE INVITING E-TENDER FOR CAMC OF 21000
LPD SOLAR WATER HEATING SYSTEM FOR 03
YEARS AT HOSTEL-13, 14, 15, ARYABHATT,
PATANJALI GUEST HOUSE, STUDENT MESS AND
CHANAKYA DINING HALL AT IIM LUCKNOW.**

To,
M/S. _____

SUB.: NOTICE INVITING E-TENDER FOR CAMC OF 21000 LPD SOLAR WATER HEATING SYSTEM FOR 03 YEARS AT HOSTEL-13, 14, 15, ARYABHATT, PATANJALI GUEST HOUSE, STUDENT MESS AND CHANAKYA DINING HALL AT IIM LUCKNOW.

Dear Sir,

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow for NOTICE INVITING E-TENDER FOR CAMC OF 21000 LPD SOLAR WATER HEATING SYSTEM FOR 03 YEARS AT HOSTEL-13, 14, 15, ARYABHATT, PATANJALI GUEST HOUSE, STUDENT MESS AND CHANAKYA DINING HALL AT IIM LUCKNOW. Prabandh Nagar, Lucknow as per BOQ attached. The Institute invites you to participate and to send your offers as per the attached **NOTICE** inviting **E-TENDER**.

E-Tenders are invited under two bid systems (both Technical and Financial) from reputed Companies. The complete Tender document containing General Terms and Conditions, pre-qualification requirements, BOQ, the scope of work, Specifications, etc. are available at <http://eprocure.gov.inprocure/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.inprocure/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

NIT NO. IIML/PROJ/TENDER/2025-26/4529 Dated- 27-11-2025

NOTICE INVITING E-TENDER FOR CAMC OF 21000 LPD SOLAR WATER HEATING SYSTEM FOR 03 YEARS AT HOSTEL-13,14,15, ARYABHATT, PATANJALI GUEST HOUSE, STUDENT MESS AND CHANAKYA DINING HALL AT IIM LUCKNOW.

Dear Sir,

E-Tenders are invited from reputed companies for CAMC of 21000 LPD Solar Water Heating System for 03 Years at Hostel -13,14,15, Aryabhata, Patanjali Guest House, Student Mess and Chanakya Dining Hall at IIM Lucknow. To submit their tender, quote your minimum rates on the enclosed bill of quantity. The General terms & conditions of the service contract are also enclosed which are binding to both IIML and the Bidder.

Name of work	:	CAMC of 21000 LPD Solar Water Heating System for 03 Years at Hostel -13,14,15, Aryabhata, Patanjali Guest House, Student Mess and Chanakya Dining Hall at IIM Lucknow.
Earnest Money	:	Rs. 31,500/- (Rupees Thirty-One Thousand Five Hundred Only)
Total Estimated Cost	:	Rs. 15,75,000/- (Inclusive of GST)
Period of Contract	:	
Date of issue of tender document	:	As mentioned in E-procure portal
Date Pre-Bid Meeting	:	As mentioned in E-procure portal
Late Date for Submission Tender Document	:	As mentioned in E-procure portal
Date of opening of Technical Bid Opening	:	As mentioned in E-procure portal
Date of opening of Financial Bid Opening	:	Will be informed to the Bidders Qualifying the Technical Bid.
Starting of work	:	15 days from the Date of the LOI

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

Sd/ -

Chief Administrative Officer
For Indian Institute of Management Lucknow

TECHNICAL BID

A. SCOPE OF WORK

Scope of Work for CAMC of 21000 LPD Solar Water Heating System inclusive of all spare parts and accessories complete as required for repair/replacement during maintenance for 3 years to provide the hot water supply in Hostels, guest house and Dining Hall at IIM, Lucknow.

Sr. No.	Location	No. of system	Capacity of tank in Liters	Total tank capacity in Liters
1	Hostel- 13	02	2000	4000
2	Hostel -14	02	2000	4000
3	Hostel -15	02	2000	4000
4	Patanjali	04	1000	4000
5	Aryabhatt	10	200	2000
6	Student Mess	02	1000	2000
7	Chanakya Dining	01	1000	1000
Total				21000

- (i) Preventive and corrective maintenance of 21,000-liter solar water heating system. Such as Descaling, prechecks of the heating elements, electrical system, vacuum tubes cleaning etc.
- (ii) The vendor has to carry out inspection, servicing, repairing, maintenance including the replacement of all spare parts including Air release valve, Heating Elements, Thermostat, Valves, Ball Cock, insulation of Pipe Line Rubber washer, Temperature gauges etc. and **pipe line replacement adjacent to the system for the system function if required.**
- (iii) All complaints must be attended within 24 hours. Also, Contractor's Technician/Service Engineer should inspect and submit a report for Solar Water Heating systems on monthly basis.
- (iv) Servicing shall be carried at every quarter in a year. However, the representative of the vendor shall visit and attend the repairs as and when a complaint on functioning of any of the Solar Water Heating System is made.
- (v) The Vendor has to carry out inspection for proper flow of water, leakages of pipes, solar collector, proper functioning of thermo phonic and controlling of temperature of hot water.
- (vi) No spares, consumables and manpower will be supplied by IIM Lucknow. AMC should cover servicing, repairing, and replacement of all spare parts including mechanical and electrical spares/parts/components including water heaters.
- (vii) De-Scaling of complete Solar Water Heating System shall be carried out once in year.
- (viii) All tools & tackles required for maintenance and testing work shall have to be provided by the tenderer at no extra cost.

- (ix) Any damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by the vendor at their own cost.
- (x) If the services of the successful vendor are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the vendor does not rectify the nonperformance notified, within the aforesaid notice period.
- (xi) Vendors may visit sites before submitting the offer, if required.
- (xii) The AMC also includes **the Tank maintenance/ replacement if required**, its insulation, welding etc. whatever required to maintain the system.
- (xiii) If there is requirement to install Strainer/ anode tube etc. for efficient functioning/ to avoid frequent breakdown then the same has to be done by the contractor only.

B. Routine Maintenance Activities

- (i) Cleaning of Solar Collector Panels.
- (ii) Cleaning of dust, bird droppings, and debris to maintain thermal efficiency.
- (iii) Frequency Monthly / Quarterly / Annually
- (iv) Seal check for glazing and joints to prevent moisture ingress.
- (v) Structural integrity check of mounting frames and fasteners.
- (vi) Storage Tanks
- (vii) Sediment flushing to remove mineral build-up
- (viii) Leak inspection around joints and valves
- (ix) Insulation checks for wear, moisture, or rodent damage
- (x) Temperature sensor calibration (if applicable)
- (xi) Electrical & Control Systems
- (xii) Wiring inspection for corrosion, loose connections, or insulation damage
- (xiii) Backup heater check (if integrated) for thermostat and element performance.
- (xiv) The Contractor should maintain stock of frequently required replacement such as Elements, Thermostat etc. especially during peak season. No excuses regarding any delay due to non-availability of the compatible element/ thermostat etc. will not be entertained and the contractor will be subjected to the levy of penalty as stipulated in this tender document.

C. INSTRUCTIONS TO TENDERER

- (i) The Tenderer shall read the document carefully before filling it.
- (ii) Bidders are required to deposit an amount of Rs. 31500/- (Rupees Thirty-One Thousand Five Hundred only) towards Earnest Money Deposit (EMD) to the below-mentioned bank account of the 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 the Technical Bid at an

appropriate place. **Those who are exempted from the deposit of EMD shall upload a valid certificate in this regard.** Bank

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

- (iii) Financial bids must be filled out and submitted in the prescribed formats given on the CPP portal separately. A sample format of the financial bid has been attached to 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 a quoted financial bid is found along with the technical bid of this Tender, then the Tender shall be straight away rejected.
- (iv) Tender must be valid for a minimum period of 120 days from the date of opening.
- (v) Technical offers shall be opened first, if the tenderer fails to submit the EMD, then their technical offer will not be opened/evaluated. The technical offers will be evaluated by the selection committee based on the technical evaluation criteria of this document. The Financial offers from technically unqualified tenderers as per the evaluation criteria will not be opened.
- (vi) Financial offer shall be opened only for those tenders that are technically qualified as per the evaluation criteria of this tender document.
- (vii) The dates for opening the financial offer will be communicated to the tenderers and tenderers are requested to be present at the time of opening the tenders. An authority letter is a must if any person other than who has signed the tender document attends such an event.
- (viii) Each page of the tender document must be signed by the authorized signatory of the tenderer.
- (ix) The Original tender document duly signed and filled up should be uploaded.
- (x) The tender not accompanied by a complete document or duly filled in all respects shall be rejected.
- (xi) All erasures, cuttings, and alterations made must be attested by the authorized person while filling the tender document. Overwriting 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 with the works to be carried out and all other factors governing the works before quoting their rate.
- (xiii) The successful tenderer shall submit additional Performance security of 8% of the Contract Value in case EMD was submitted. The EMD submitted in this case will also be converted to performance security. In case of the Exemption under MSME for EMD,

then 10 % of the contract value has to be submitted as performance security in the form of DD/FDR/Bank Guarantee in favor of the Director, Indian Institute of Management, Lucknow, within 12 days of the award of work. A maximum Grace period of 3 Days will be given after the levy of a penalty equal to 1 % of the performance security value per Day. If in case after 15 days of issue of LOI, the Performance security is not deposited, unless any extension has been granted by IIM Lucknow, then the Work awarded/ LOI issued will be straightaway considered as Terminated and EMD (if deposited) will be forfeited.

Similarly, an Agreement on Rs 100 stamp paper will be required to be executed within 15 days of the issue of the LOI, and if the contractor fails to get the agreement done within 15 days unless otherwise any extension had been granted by IIM Lucknow then the Work awarded/ LOI issued will be straightaway considered as Terminated.

The performance security (2%+8%) shall be released after 38 months of satisfactory completion of work awarded till the completion/extended date, whichever is last. EMD of the unsuccessful tenderer shall be returned after finalization of the contract. No interest shall be paid on the amount.

- (xiv) Performance Security deposit shall be the minimum validity of the work period plus two months in the form of a Bank Guarantee/ FDR Drawn on any nationalized bank in favor of the Indian Institute of Management, Lucknow, payable at Lucknow, duly signed on the back (enchasing form) by the account holder. EMD of the unsuccessful tenderer shall be returned after finalization of the contract. EMD of the successful tenderer shall be returned only after the deposit of the Performance Security deposit. The performance Security deposit will be released after the successful completion of work plus two months. No interest shall be paid on the amount.
- (xv) The Following procedures shall be adopted in case of a difference in quoted rates in figures and words and extensions:
 - a. Where there is a difference between the rates in figures and the rates quoted in words. 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 a 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 the amount shall be corrected accordingly.
- (xvi) The Indian Institute of Management, Lucknow, does not bind itself to accept the lowest or any other tender and reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason.
- (xvii) The tender shall be opened & evaluated by the tender committee, and the successful tenderer shall be informed.
- (xviii) If any of the documents submitted by the tenderer is found fake, even after the acceptance of the 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.

- (xix) The Director, Indian Institute of Management, Lucknow, reserves the right to reject one or all the tenders without assigning any reason. No claim whatsoever shall be entertained on this account.
- (xx) Tenderers are required to execute the agreement in accordance with the approved Proforma on non-judicial Rs. 100 stamp papers of appropriate value within 15 days from the date of receipt of this Letter of Intent. The cost of non-judicial stamp paper is to be borne by the tenderer.
- (xxi) Tenderer can avail relaxation (in tender fees and EMD only, no relaxation will be given for experience) given as per Govt. norms for NSIC/MSME registered firm. MSME exemption will only be given to the Solar Water Heating System or related services as per the MSME rule.
- (xxii) The successful tenderer's uploaded document will be verified with the original at the time of LOI / Agreement.
- (xxiii) Tender terms & conditions also include GCC, which is uploaded on the IIML website and shall also be part of this contract and its terms and conditions shall be binding 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>
- (xiv) If any discrepancy/misprint is noticed in the specification or BOQ or rates or unit, it should be clarified by the Institute before quoting the rate. If any discrepancy between the price bid format of this Tender document and macros enabled Excel file of the actual price bid on the CPP portal is observed by the Bidder or if any item unit/ rates are found illogical/ impractical then in that case the same has to be brought to the notice of the Institute before the last date of submission. So that the required correction/ corrigendum can be made. If such an issue is found at a later stage after the award of the work either by the Contractor or by the Institute, then the logical decision based on the standard practice and as per the Institute's internal documentation shall be taken by the Institute and the same decision will be binding to the contractor and no claim whatsoever will be entertained in this regard.
- (xv) **Initially contract will be awarded for three years.** After satisfactory completion of three years, the contract may be extended for two years with mutual consent of the Institute and the contractor. However, both the Institute and the contractor shall have the right to end the contract by serving notice to the other party, three months in advance. Also, if the contractor is found to be grossly negligent or inadequate in execution of the work, the Institute shall have full right to notify the contractor of the gross defects and to terminate the contract at any time during the contract period without any prior notice and get any unattended complaint arises, the Institute reserves the right to have the necessary work executed at the

risk and cost of the contractor. The Security Deposit in such case will be forfeited by the institute.

(xxiv) TECHNICAL DETAILS OF BIDDER

The technical offer submitted by the bidders will be evaluated based on the following credential criteria.

SNo.	Particulars	Credential Criteria of Firm
1	Name of the firm & Address (Where registered post can be received)	
2	Contact No. and Email-ID	
3	GST Registration No. of the firm/Agency (Enclose copy):	
4	Income Tax Permanent Account No. (Enclosed copy):	
5	Experience of the firm in a similar field during the last five years, ending the last day of the month previous to the one in which tenders are invited for submission of tender. (Copy of Completion Certificate to be enclosed).	
6	Average Annual Turnover during the Average annual financial turnover during any three years from the last 5 financial years ending 31 st March 2025. (Copy of Annual Audited Accounts Statement for each year or the certificate for the average Turnover of the Tenderer issued by a registered Chartered Accountant). The certificates being submitted by the bidder should carry UDIN. Please submit the certificate only	
7	Details of EMD uploaded or MSME registration no. and year	
8	Labour License No.	
9	EPF & ESI Registration	

a) ANNUAL TURN OVER:

Average annual financial turnover during any three years from the last 5 financial years ending 31st March 2025 of the previous financial year. **This Condition is Mandatory.** The Bidder has to enclose documentary proof indicating Turnover, which should be at least 30% of the estimated cost.

b) The Bidder should have experience in the **CAMC of the Solar Water Heating System with any Government/PSU/ Autonomous Body, such as IIM, IIT, etc., or should have executed works in any registered Private Limited Organization having a Turnover of more than 100 Cr (as published by the company in its Annual Financial Report of 25-26/24-25/23-24/22-23/21-22/, Registered means: The definition of a Registered private limited company given by the Ministry of Corporate Affairs on its website) in any of the last 5 financial years. **This Condition is Mandatory.****

c) EXPERIENCE:

(i) CAMC of the Solar Water Heating System minimum value of the work/ works as mentioned above during the last 5 years ending the last day of the month previous to the one in which tenders are invited should be either of the following.

i. Three completed contracts of CAMC of Solar Water Heating System costing not less than Rs 6.30 Lakhs each.

OR

ii. Two completed contracts of CAMC of the Solar Water Heating System costing not less than Rs 9.45 Lakhs each.

OR

iii. One completed contract of CAMC of the Solar Water Heating System costing not less than Rs 12.60 Lacs each.

This Condition is Mandatory

Note:

- (1) The work shall be completed as a whole. Partial value/ partial completion is not to be considered. An Experience Certificate is essential
 - (2) The meaning of "Similar Work" for the tender has been defined as "**CAMC of Solar Water Heating System**".
- d)** Copy of PAN No. Registration certificate issued by the Income Tax Authority. This Condition is Mandatory.
 - e)** Photocopy of Labour License no. and valid EPF & ESI photocopy. This Condition is Mandatory
 - f)** Copy of Certificate of GST number. This Condition is Mandatory
 - g)** Bidder has to submit the escalation matrix for the complaint.
 - h)** Intending parties are required to submit an undertaking that their firms have never been debarred/blacklisted by any Government/ Public sector department. And there is no criminal case on the Proprietor/ partners/ any of the Directors in any Police station of any court of India as per the format given below.
 - i. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
 - ii. I/we have no objection if inquiries are made about the work listed by me/us in the accompanying sheets / Annexures.
 - iii. I / We agree that the decision of the Indian Institute of Management Lucknow in the selection of contractors will be final and binding to me/us.
 - iv. I / We have read the instructions and I/we understand that if any false information is detected later, the tender shall be cancelled at the Company's discretion and liable for any action, as deemed unfit by the Indian Institute of Management Lucknow.
 - v. I / We hereby confirm that my/ our company has never been blacklisted by any State/ Central Government organization.
 - vi. There is no criminal case on me/ and my partner/ board of directors is there in any court/Police station of India.
 - vii. All the information and attachments submitted in the tender document are true and correct.
 - viii. There has been no suppression or concealment of information/documents concerning the execution of work during the last 05 years.

Signature of the Contractor (or) His authorized
signatory with seal of the agency/ firm

(xxv) GENERAL CONDITIONS OF THE CONTRACT

General conditions of the Contract are available at the IIM, Lucknow website and at the Project Division Office. These conditions shall be part of this contract. The successful Bidder shall be required to submit the signed hard copy of these General Terms and Conditions after the issue of the LOI and before starting of the work. Link <https://www.iiml.ac.in/sites/default/files/upload/tender/293037022gcc.pdf>

(xxvi) SPECIAL CONDITIONS OF CONTRACT

1.1 Directive to Contractor

1.1.1 Interpretation of Contract Documents:

- (i) All the documents (such as NIT, TENDERER DECLARATION, DEFINITIONS & SCOPE OF WORK, TECHNICAL SPECIFICATIONS, General Conditions of Contract, Special 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 IIML 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 work will be 3 years from the date of issue of the LOI (Letter of Intent).

1.1.3 Deployment of Staff

The agency should be well experienced in the field of Solar Water Heating System and shall deploy experienced and qualified manpower for during repairs. A report to this effect signed by the Engineer-in-charge shall be submitted along with bills (the Engineer should visit on a monthly basis/or in the event of any emergency and also to check the inputs and rectify the issues and further to submit the report along with bills. The agency shall inform the name of the experienced and qualified person (Engineer) who will visit the site to attend. The agency shall be fully responsible for any kind of accidents/mishaps happening to its staff at work.

1.1.4 Authorities

The work shall conform to all provisions of the relevant Government Legislation, Regulations, and by-laws of the Central/Local Authorities and of any Companies to whose system the installation is proposed to be connected. The Contractor shall give all notices required under the said Acts, Regulations, and/or by-laws. The Contractor shall be liable for any omissions and commissions in this regard.

1.1.5 Specifications and Schedules

The Specifications and Schedule of Quantities shall be considered as part of this contract and any work or materials shown in Schedule and not called for in the Specifications or vice versa, shall be executed as if specially called for in both.

1.1.6 Delay in work execution due to reasons beyond the contractor's control:

Force Majeure:

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

1.1.7 Default of Contractor:

If the contractor fails to maintain progress and quality of work proportionate to time period allotted for the work in spite of notices or complete the work within the stipulated time period or the extended time period, then the IIM shall have the right:

- (i) **To determine the contract:** In this event, the contract shall be terminated by giving written notice to the contractor and the unfinished works shall be got completed by labour's engaged by IIM or through other agency at the cost of the contractor. If the contract is terminated due to poor performance or non-performance or reason of bidder's convenience the security money would be forfeited. If any loss of property occurs due to negligence of the party, the amount of loss of property decided by the competent authority would be deducted from the running bill along with the forfeited of Performance Security.
- (ii) **Without determining the contract:** In this event, the remaining works shall be got executed through a fresh contractor in which case the contractor shall not have any objection or claim on this account.
- (iii) **Before determining the contract:** In this event, if the IIM finds that the defaults of the contractor can be rectified, then an opportunity shall be given to the same contractor to rectify the defects/defaults in the specified time.
- (iv) **Termination of contract for death:** If the contractor is an individual of a proprietary firm and proprietor of the firm dies and if the contractor is Attorney of partnership firm and dies, then the IIM has the right to terminate the contract unless and until the IIM is satisfied that the surviving partners are capable of executing and completing the remaining contract. In case of termination of contract, the legal representatives of the deceased contractor are not entitled for any compensation or claim. Also, the IIM shall not levy any penalty against the damage caused by incomplete work.
- (v) **Termination of Contract in part or in full for the contractor's default:** If the contractor fails to execute the work in the manner described in the contract documents or if at any time, in the opinion of the IIM:
 - a. Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.
 - b. Stops the execution of works without giving prior information to the IIM.
 - c. Fails to carry out the works to the satisfaction of the Engineer-In-Charge, both with respect to quality and time schedule.
 - d. Fails to supply sufficient or suitable work, materials, and labour's etc.
 - e. Commits a breach of any of the provisions of the contract.
 - f. Abandons the work.

- g. Becomes bankrupt during the continuance of the work. Whenever the IIM shall exercise his authority to cancel the contract under the above condition, the IIM shall be at liberty to hold and retain in their hands materials, tackles, machinery and stores of all kinds on site as they may think proper and may at any time sell any of the materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of contract as aforesaid. The IIM shall also be at liberty to use materials, tackle, machinery and other stores on the site of contractor as they think proper in completing the work and the contractor will be allowed the necessary credit. The value of materials and stores and amount of credit to be allowed for tackle and machinery belonging to contractor and used by IIM in completing work shall be assessed by the IIM and amount assessed shall be final and binding on the contractor. In case IIM completes or decides to complete the work under the provisions of this condition, the cost of completion to be taken into account in determining the excess cost to be charged to the contractor under the condition shall consist of the cost of materials purchased or required to be purchased, labour provided or required to be provided and taxes applicable.

1.1.8 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. The selection of an 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, of 1996. The place of arbitral proceedings will be Lucknow. The language of the arbitral proceedings shall be English
- (ii) By consent of the Parties, the jurisdiction of all other courts is 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 completed by some other agency, and the costs thereof shall be recovered from the contractor.
- (iv) The service of notice will be given by e-mail, fax, courier, speed post, or registered post, and the address for service of notice be specified both for IIM, Lucknow and the contractor.

1.1.9 Escalation:

The rates quoted by the contractor in the contract documents shall be final and shall not be subject to any change due to the increase in labour wages or inflation wages or inflation in the cost of materials or fuel 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 IIML as mentioned in the contract document.

1.2.2 Inspection of works:

- (i) The IIML shall have the full authority to inspect the works at any time, at any stage. The contractor shall provide adequate facilities to carry out the inspection work. The contractor should present himself or his authorized representative during the inspection so that the IIML can convey the instructions regarding the works.
- (ii) The contractor shall give information to the IIML 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 IIML has full authority to get the work uncovered at the expense of the contractor, and if any fault is found, then the contractor should rectify the same without claiming any extra payment.
- (iv) The Inspection Report must be verified by the user.

1.2.3 Inadequate/substandard works and materials:

- (i) Material used should be mentioned in the tender.
- (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 the 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 IIML regarding any of the works, then the same shall be executed by engaging other contractors/ persons by IIML at the risk and cost of the contractor & performance security & available retention money will be forfeited.

1.2.5 Discrepancies between instructions:

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings, 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 Conditions, if any.
- iii. IIM, LUCKNOW Specifications.
- iv. Indian Standard Specifications of B.I.S.
- v. S.C.C
- vi. G.C.C. etc

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

If any discrepancy occurs between the various instructions conveyed to the contractor or his authorized representative or if any misunderstanding arises between the contractor's staff and IIM's staff, the contractor shall report the matter immediately to the IIM. The decisions of IIML 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 IIML 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 IIML 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 IIML or his demand aforesaid, the Engineer-in-charge 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 IIML as to any question arising under this clause shall be final and conclusive.

1.2.7 Suspension of work:

The contractor shall suspend the progress of work on receipt of the written order from the IIML

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. IN such a case, the contractor shall be entitled to an 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.

1.2.8 Possession Prior to Completion:

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

1.2.9 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.

1.3.2 Mobilization Advance:

No mobilization advance shall be paid.

1.3.3 Billing:

1. Generally, payment shall be made on Quarterly basis on submission of the user verification report as per the format prescribed by IIML.
2. GST will be paid extra as Applicable.
3. Applicable GST TDS, IT TDS, Labor cess etc. mandatory deductions will be made from the bills and will be considered as included in the rates quoted by the contractor.
4. The agency will have to enclose the copies of PF, ESI, and Challan of the previous months for releasing the payment of the current month.

1.3.4 Terms of Payment:

- (i) The payment due to the contractor shall be made only in Indian Currency by a Crossed Account Payee Cheque or RTGS. In no case will the IIML be responsible if the cheque is misused or misappropriated by the contractor or his representatives.
- (ii) The IIML reserves the right to carry out post-payment audit and technical examination of the bills and work executed, including all supporting vouchers, etc. The IIML further reserves the right to enforce recovery of overpayment when detected. Similarly, if any underpayment 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) **Tax Deduction:** All statutory deductions like Income Tax, Works Contract Tax, E.S.I., P.F., entry tax, labour cess or any other government-imposed liability shall be borne by the contractor (as applicable at the time of execution of the job). Statutory deduction as per the govt. the direction shall be deducted from each bill submitted by the contractor.

1.4 Labour Laws and Safety Regulations

1.4.1 Labour Laws:

- (i) Labour below the age of 18 years shall not be employed for the work.
- (ii) The contractor shall not pay less than what is specified by the law to labourers engaged by him on the work.
- (iii) The contractor shall, at his own expenses, comply with all labour laws and the IIML 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) before starting the work, by payment of the necessary prescribed fee and deposit, if any shall be borne by the Contractor.

- (v) The contractor shall furnish to the IIML, 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 IIML 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 IIML, 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 the availability and use of all desired safety gadgets like safety belts, helmets, goggles, hand gloves, gumboots, caution tape, barricading, warning signs 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 the work site.

1.5.4 Preservation of Peace:

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

1.6 Details of Work Execution

- (i) The work shall be done in such a manner so as to clear workforce availability for other agencies working at the site.
- (ii) The finish of work shall be as per the details given by IIM.
- (iii) In general, the complete work is to be done as per Indian Standards and aesthetic norms as specified and detailed in the Tender.

1.7 Site

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

1.8 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, shall be procured and supplied by the contractor at his own cost, except for any items specified as IIML-supplied.

1.9 Liquidated damages/Penalty charges

1. The complaints received should be attended within 24 hours. Inability to rectify will result in a penalty of Rs. 500 per day (Except in case of 3 national holidays).
2. If contractor is not able to rectify the fault, then the same may be got done through some other agency at the risk and cost of contractor failing which the same amount will be deducted from AMC bill in addition to the penalty as stipulated above will also be imposed. However, the decision of the IIM Lucknow in this regard shall be final and binding.

1.10 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 the 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 (performance and retention or any other security available). If the contractor abandons the work or leaves the work incomplete, then the IIML has the right to forfeit the security deposit.
- (iv) The contractor will make a fence around the area given for labour hutment to avoid unauthorized entry.

1.11 1.1 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 herein 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 MANAGEMENT
PRABANDH NAGAR, IIMLRoad
LUCKNOW-226013**

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

Bill Of Quantity				
S.No.	Description	Qty.	Rate	Amount
1	CAMC of Solar Water Heating System installed at IIM Campus Lucknow for Hostel 13,14 & 15 -06 Nos. Tanks (2000 Liters Each) Patanjali guest house – 04 Nos. Tanks (1000 Liters Each) Student Mess 02 Nos. (1000 Liters Each) Chanakya dining – 01 Nos Tanks (1000 Liters) Aryabhata guest house – 10 Nos. Tanks (200 Liters Each). Total as above - 21000 Liters. Detailed work as given in scope of work in Tender document	21000		
2	Total			
3	GST/Taxes as applicable			
4	GRAND TOTAL			