



**NOTICE INVITING E-TENDER FOR SUPPLY,
INSTALLATION, TESTING & COMMISSIONING
(SITC), INCLUDING CIVIL WORK, OF KITCHEN
CHIMNEY IN 50 NOS. TYPE V RESIDENTIAL HOUSES
ALONG WITH CAMC FOR 08 YEARS AT IIM,
LUCKNOW.**

To,
M/S. _____

SUB.: NOTICE INVITING E-TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC), INCLUDING CIVIL WORK, OF KITCHEN CHIMNEY IN 50 NOS. TYPE V RESIDENTIAL HOUSES ALONG WITH CAMC FOR 08 YEARS AT IIM, LUCKNOW.

Dear Sir,

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow, for the **Supply, Installation, Testing & Commissioning (SITC), including civil work, of Kitchen Chimney in 50 nos. Type V residential houses along with CAMC for 08 years at IIM Lucknow campus, 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., is available at <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 the bid submission closing Date & Time

Sd/-
Dean (Infrastructure)
For Indian Institute of Management



INSTITUTE OF MANAGEMENT LUCKNOW

NOTICE INVITING E-TENDER

NIT NO. IIML/PROJ/TENDER/2026-27/4636 Dated-29/09/2026

NOTICE INVITING E-TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC), INCLUDING CIVIL WORK, OF KITCHEN CHIMNEY IN 50 NOS. TYPE V RESIDENTIAL HOUSES ALONG WITH CAMC FOR 08 YEARS AT IIM, LUCKNOW.

Dear Sir,

E-Tenders are invited from reputed companies for the Supply, Installation, Testing & Commissioning (SITC), including civil work, of Kitchen Chimney in 50 nos. Type V residential houses along with CAMC for 08 years at IIM, Lucknow. To submit their tender, quote your minimum rates on the enclosed bill of quantities. The General terms & conditions of the service contract are also enclosed, which are binding to both IIML and the Bidder.

Name of work	:	Supply, Installation, Testing & Commissioning (SITC), including civil work, of Kitchen Chimney in 50 nos. Type V residential houses along with CAMC for 08 years at IIM, Lucknow
Earnest Money	:	Rs. 21,500/- (Rupees Twenty-One Thousand Five Hundred Only)
Total Estimated Cost	:	Rs. 10,71,558/- (Inclusive of GST) [SITC: Rs. 5,99,558/- + CAMC for 08 years: Rs. 4,72,000/-]
Period of Contract	:	SITC: 90 days from the date of issue of LOI; Warranty: 02 years; CAMC: 08 years after expiry of warranty
Date of issue of tender document	:	As mentioned in the E-procure portal
Date Pre-Bid Meeting	:	As mentioned in the E-procure portal
Late Date for Submission of Tender Document	:	As mentioned in the E-procure portal
Date of opening of Technical Bid Opening	:	As mentioned in the E-procure portal
Date of opening of Financial Bid Opening	:	Will be informed of 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/ -

Dean (Infrastructure)

For the Indian Institute of Management Lucknow

TECHNICAL BID

A. SCOPE OF WORK

The work shall comprise the entire material, equipment, Tools, and plant, labor including supervision, and all associated material necessary to make a complete installation, and such tests and adjustments, and commissioning as may be required by the department. The term complete installation shall not only mean major items, i.e., Kitchen Chimney, but all incidental sundry components necessary for complete execution and satisfactory performance of the installation, with all layout charts, whether or not those have been mentioned in detail in the tender documents in connection with this contract.

- a) Supply, installation, testing, and commissioning of 50 nos. kitchen chimneys in Type V residential houses of the Institute, as per the technical specifications and BOQ given in this tender document.
- b) The chimney shall be of Baffle-Filter type, suction side width 90 cm or more, finish black tempered glass, with Touch + Gesture Control (motion sensing technology enabling operation by a simple wave of the hand; touch control enabling operation with just one touch).
- c) The motor position inside the chimney shall be such that it makes a clear path for smoke and air. Suction power shall be 1200 m³/hr. or more.
- d) 02 nos. lamps (less than 02 watts each) shall be provided in the chimney, focusing downwards on the cooking area.
- e) Supply & fixing of 6-inch aluminum duct pipe from the chimney to the outside of the kitchen, with all necessary clamps, bends, and fixing accessories.
- f) Supply & fixing of 6-inch cowl at the outlet end of the duct pipe to prevent entry of rain water, birds, etc.
- g) Civil work such as wall cutting/core cutting for the duct, wall/tile repairing, chiseling, making good the damaged surfaces to match the existing finish, and removal of debris from the site.
- h) The work is to be executed in occupied residences; the contractor shall coordinate with the occupants/Engineer-in-Charge for access and timing, and shall leave the kitchen clean after the work.
- i) Warranty on the chimney shall be as per the OEM, with a comprehensive warranty for 02 years, including deep cleaning from the date of commissioning of all the chimneys.
- j) Comprehensive Annual Maintenance Contract (CAMC) of the chimney along with accessories for 08 years after the expiry of the warranty period, including periodic deep cleaning, servicing, repair, and replacement of defective parts free of cost.
- k) The estimated rate was calculated in FY 2025-26. The rate quoted may be calculated based on the current rate.
- l) It may also be noted that the simultaneous availability of all 50 houses may not be feasible. The houses shall be made available for the work progressively, as and when the occupants feel that the work is to be done.

B. INSTRUCTION TO TENDERER

- (i) The Tenderer shall read the document carefully before filling it.
- (ii) Bidders are required to deposit an amount of Rs. 21,500/- (Rupees Twenty-One Thousand Five Hundred only)towards Earnest Money Deposit (EMD) to the bank account given below. Those who are exempted from the deposit of EMD shall upload a valid certificate in this regard.

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

- (iii) Financial bids 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 to the technical bid 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) Scanned Copy of the Tender document duly signed and filled up should be uploaded.
- (x) The tender not accompanied by a complete document or not 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) Successful 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 Initial Performance security of 3% of Contract Value in case EMD was submitted. The EMD submitted in this case will also be converted to performance security. In case of the Exemption under MSME for EMD, then 5 % 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 had been granted by IIM Lucknow, then the Work awarded/ LOI issued will be straightaway considered as Terminated, and EMD (if deposited) will be forfeited.
- The performance security (3%+2%) shall be released after satisfactory completion of the 02-year warranty period of the SITC work, or the extended period of the contract, whichever is later. For the CAMC period, the performance security shall be retained/renewed as per the GCC till the completion of the CAMC. EMD of the unsuccessful tenderer shall be returned after finalization of the contract. No interest shall be paid on the amount.
- (xiv) This is an item rate Tender. The rate quoted by the Tenderer shall be inclusive of packaging, forwarding, insurance, freight, delivery, installation, testing, commissioning, any applicable tax/cess, etc., at the site, i/c temporary construction storage, risks, overhead charges, general liabilities/obligations, and clearance from local authorities. The rate quoted by the tenderer shall be exclusive of GST; **GST will be paid extra as applicable**. Quantities in the BOQ can vary during the actual execution. The Contractor will have to calculate all the requirements, etc., as per design/ as per OEM requirement and then only procure the material. No claim for any excess material purchase but not utilized will be entertained. Further, if there is any extraordinary variation in any item that is expected, then the same may be brought to the notice of IIML, and IIML can consult its designer/ take internal Approval if it feels so. Under such conditions, the contractor shall wait for the instructions of IIML for further action.
- (xv) If any discrepancy/ misprint is noticed in the specification or BOQ, it should be clarified with the Institute before quoting the rate.
- (xvi) The Following procedures shall be adopted in case of a difference in quoted rates in figures and words and extensions:
- Where there is a difference between the rates in figures and the rates quoted in words. The rates quoted in words shall be considered correct.
 - 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.
 - 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.

- (xvii) 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.
- (xviii) The tender shall be opened & evaluated by the tender committee, and the successful tenderer shall be informed.
- (xix) 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.
- (xx) 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.
- (xxi) 5% of the payable bill value will be retained from each bill as a defect liability period & shall be released after the successful completion of the defect liability period of 24 months (02-year warranty period) from the date of successful completion of the work.
- (xxii) Successful tenderers uploaded documents can be verified with the original at the time of LOI / Agreement.
- (xxiii) Tender terms & condition also includes GCC which is uploaded on the IIML website and 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>
- (xxiv) In case extraordinary variation is found in the **CAMC rate** quoted by the bidder as compared to the rates quoted by other bidders/ market rates for CAMC, then the financial bid of that bidder will be disqualified.
- (xxv) Intending parties are required to submit an undertaking that their firms have never been debarred/ blacklisted 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:
- i. I/ I/We declare and confirm that/we have never been blacklisted /debarred from any Govt. /Public sector enterprises.
 - ii. There is no Arbitration case/ legal case/ dispute of my firm with the Indian Institute of Management Lucknow.
 - iii. There is no criminal case on me/ and my partner/ board of directors, is there in any court/Police station of India.
 - iv. All the information and attachments submitted in the tender document/ envelope are true and correct.
 - v. There is no suppression or concealment of information / document with regard to the execution of work during the last 05 years
 - vi. I / We are aware that any false information provided herein will result in the rejection of my tender at any stage.

(xxix) If any discrepancy/misprint is noticed in the specification or BOQ, or rates or units, it should be clarified from the Institute before quoting the rate.

If any discrepancy between the price bid format of this Tender document and macros 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 the later stage after award of the work either by the Contractor or by the Institute, then the logical decision based on the standard practice and as per the Institute's internal documentation shall be taken by the Institute and the same decision will be binding to the contractor and no claim whatsoever will be entertained in this regard.

C. 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. (Enclose 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 to 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 2026. (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.	
7	Either OEM directly or its authorized vendor or a bidder who had been authorized by OEM to participate in this tender. Relevant certificate from the OEM to be submitted and mentioned.	
8	Details of EMD uploaded or MSME registration no. and year	
9.	Make & Model of Kitchen Chimney offered	

Eligibility Criteria

a) ANNUAL TURN OVER:

Average annual financial turnover during any three years from the last 5 financial years ending 31st March 2026. **This Condition is Mandatory.** The Bidder has to enclose documentary proof indicating Turnover.

b) The Bidder should have experience working with any Government Organization/ PSU/ IIM/ IIT/ NIT/ Any Government Institution/ Pvt Organization. **This Condition is Mandatory.**

c) The Bidder should have **Experience in SITC of kitchen chimneys/kitchen exhaust systems in total for a single work in any Government/PSU/ Autonomous Body, such as IIM, IIT, etc., or should have executed works in any registered Private Limited Organization. **This Condition is Mandatory.****

d) **EMD:** Earnest Money Deposit as specified in NIT to be furnished in any of the following forms and shall be valid up to 90 days from the last date of submission:

- In case of need for exemption under the MSME criteria, then a valid MSME certificate is required to be uploaded on the e-procurement portal.
- Can be deposited in the below-mentioned Institute Bank Account and shared the UTR/Transaction number and date of Transaction in the Technical bid and the copy of the transaction receipt must be uploaded online on the portal with other documents. Those bidders, who are exempted from the deposit of Tender Fee & EMD (Earnest Money Deposit) must submit the relevant certificate to claim the exemption and mention 'Exempted' in the Technical Bid where the UTR number has been asked. In case the enclosed certificate is not valid or not acceptable to the Institute, the submitted bid will be treated as a bid without a Tender fee/ EMD and will be rejected.

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

Exemption of MSME for Tender Fee will be as per the guideline available on the CPP portal. This Condition is Mandatory

e) **EXPERIENCE:**

Experience in SITC of kitchen chimneys/commercial kitchen exhaust systems with any Central or State Government/ Public Sector/ Autonomous Institution/ Registered Private Limited (as published by the company in its Annual Financial Report of 25-26/24-25/23-24/22-23/21-22. **The 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. This Condition is Mandatory

Three similar completed works, each costing not less than the amount equal to 40% of the 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.

Note:

- (1) The work shall be completed as a whole. Partial value/partial completion is not to be considered.
 - (2) The meaning of "Similar Work" for the purpose of the tender has been defined as "SITC of Kitchen Chimneys/Commercial Kitchen Exhaust Systems in restaurant or hotel or Mess or housing, including SITC of kitchen chimney".
- f) Copy of PAN/ GIR No. Registration certificate issued by the Income Tax Authority. This Condition is Mandatory.
- g) Copy of Certificate of GST number. This Condition is Mandatory
- 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 above in Instructions to Tenderer. This Condition is Mandatory

- i) Either OEM directly or its authorized vendor or a bidder who had been authorized by OEM to participate in this tender. Relevant certificate from the OEM to be submitted and mentioned. This Condition is Mandatory
- j) The manufacturer shall comply with the Public Procurement (Preference to Making In India), Order 2017 (as amended from time to time) issued by the Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry.
- k) The bidder must fill in the technical specifications in the format given in the tender document. It is a part of the technical qualification criteria. The product offered by the bidder shall be around spec. already mentioned in the specification format.

l) Undertaking to be furnished by the intending D E C L A R A T I O N

- 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 inquiries are made about the work listed by me/us in the accompanying sheets / Annexures.
- 3. 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.
- 4. 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.
- 5. I / We hereby confirm that my/ our company has never been blacklisted by any State/ Central Government organization.

Signature and Stamp of the Bidder

TENDER Declaration

I/We have read and examined the Notice Inviting tender, Instructions to the tenderer, Specifications applicable, Drawings and designs, General Rules, and Directions, Conditions of Contract, clauses of the contract, General Conditions 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 conditions

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 the tender and not to make any modifications to its terms and conditions.

A sum of Rs. 21,500/- is hereby forwarded in the IIML account through RTGS/NEFT issued by a scheduled bank as earnest money.

OR

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

In case I/ our company is identified L1 in this Tender and If I/we, fail to furnish the prescribed performance guarantee fail to commence the work within the prescribed period from the date of declaration of L1 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, award the work to other agency as per the discretion of IIM, Lucknow and can debar my/ our company/ firm for further bidding for next Two years. Further, if I/we fail to commence work as specified, I/we agree that IIM, Lucknow or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations/ additional/ extra items as may be ordered as per the provisions in the Contract.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money and 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 a back-to-back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in IIM, Lucknow in the future forever. Also, if such a violation comes to the notice of the Department before the 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

D.DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- (i) **'IIM'** shall mean Indian Institute of Management, IIML 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 IIML to supervise all activities of the project.
- (iii) **'TENDERER'** shall mean the company/agency that quotes against the tender inquiry for undertaking the work.
- (iv) **'CONTRACTOR'** shall mean the successful tenderer whose tender has been accepted by the IIML and to whom the order is placed by the IIML, 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 all places i.e. IIM, Lucknow, where the project is to be executed.
- (vii) **'PROJECT'** shall mean the 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 a written consent by a letter of IIML to the tenderer, intimating him that his tender has been accepted.
- (ix) **'CONTRACT'** shall mean the articles of the Contract Agreement. The conditions of the contract, schedule of quantities, and specifications are attached and duly signed by the IIML and the Contractor.
- (x) **'DATE OF CONTRACT'** shall mean the date on which the IIML has issued an 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 IIML to the contractor after the successful completion of the project. This certificate will be issued on the basis of the consultant's/ User's certificate to IIML upon the completion of the job.
- (xiii) **'EXTRA ITEMS'** are those items which are not appear 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.

E. 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>

F. 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 the IIML website 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 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 **Supply, Installation, Testing & Commissioning (SITC), including civil work, of Kitchen Chimney in 50 nos. Type V residential houses along with CAMC for 08 years at IIM, Lucknow** shall be: SITC work to be completed within **90** days from the date of issue of LOI (Letter of Intent). The warranty/defect liability period on the complete work is 02 years (including deep cleaning), followed by CAMC for 08 years.

1.1.3 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.

1.1.4 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.

The work shall be installed as per the site conditions and instructions of the Engineer-in-Charge. However, any minor changes found essential to coordinate the installation of this work with other trades shall be made without any additional cost. The data given herein is as estimated, but its complete accuracy is not guaranteed. Exact locations, distances, and levels

will be governed by the site conditions. Quantities can vary to any extent above or below. No compensation in this regard will be given. Any such kind of request will not be entertained.

If the model offered by the OEM differs in any specification from that given in this tender document, the contractor has to take approval from the Engineer-in-Charge before procuring such model. The offered model shall in no case be inferior to the specifications given in the tender.

1.1.5 Completeness of tender

All fittings, equipment, units, assemblies and accessories, hardware, bolts, screws, clamps, bends, duct pipe, cowl, wiring accessories and items that are useful and necessary for efficient assembly in operation and installation shall be complete in all details whether such details have been mentioned in the specification or not.

1.1.6 Certificate

Contractor may be required to submit the manufacturer's Test certificates, Internal quality test reports from the factory, and Guarantee/warranty etc. Further, if required e-way bill may be submitted by the contractor on demand.

1.1.7 Spares

Contractors shall submit the list of recommended spares (filters, motor, lamps, control panel, etc.) for 10 years of operation listing items with individual prices. Undertaking from OEM that the Spares will not be ruled out of the Market for the next 10 years.

1.1.8 Documentation

The Contractor shall provide three sets of operation & maintenance manuals with instructions for routine and periodic maintenance. Training records, guarantee/warranty should also be submitted.

1.1.9 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 circumstances that were not in the control of the Tenderer, then IIML, as per the affected period, may extend the time period at the discretion of the Director of the Institute.

1.1.10 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 and its latest Amendments. The place of the 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 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 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, and the address for service of notice be specified both for IIM, Lucknow and the contractor.

1.1.11 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 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 the inspection work. The contractor should present himself or his authorized representative during the inspection so that the IIML can convey the instruction 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.

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 IIML regarding any of the works, then the same shall be got executed by engaging other contractors/ persons by IIML at the risk and cost of the contractor.

1.2.5 Discrepancies between instructions:

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in

preference to General Conditions. In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -

- i. Description of Schedule of Quantities.
- ii. Particular Specification and Special Conditions, if any.
- iii. Drawings.
- iv. IIM, LUCKNOW Specifications.
- v. Indian Standard Specifications of B.I.S.
- vi. G.C.C. , S.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 his decision shall be final and binding on the contractor. Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

If any discrepancy occurs between the various instructions conveyed to 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 Period of warranty:

02-year comprehensive warranty including deep cleaning from the date of commissioning, and warranty on the chimney/motor as per the policy of OEM, whichever is more. Thereafter, CAMC for 08 years as per the rates quoted in the BOQ.

1.2.8 Comprehensive Annual Maintenance Contract (CAMC):

The CAMC of the chimneys along with accessories shall be for 08 years and shall commence after expiry of the 02-year warranty period. CAMC shall include at least two preventive maintenance visits per year per chimney with deep cleaning, attending breakdown complaints within 48 hours, and repair/replacement of all defective parts (motor, filters, lamps, control panel, duct accessories, etc.) without any extra cost. CAMC payment shall be made on a yearly/half-yearly basis after satisfactory service certified by the Engineer-in-Charge.

1.2.9 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.

1.2.10 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.

1.2.11 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:

The contractor may prepare and submit the bill based on the work completed and measured jointly by the IIML engineer & contractor. The contractor will have to submit a user verification certificate in the prescribed format given by the Project Division, certified by the user department, for processing the bill. 05% retention money will be deducted from each bill and shall be released after the completion of the defect liability period.

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 IIML be

responsible if the cheque is misled 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 over-payment 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) 5% of the payable bill value will be retained from each bill as Retention money/ security deposit for SITC works & shall be released on the satisfactory completion of the job after the defect liability period and submission of performance security for 08 years CAMC works. No interest shall be paid on the security deposit amount
- (v) **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. 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 a provisional completion certificate in respect of the works. The IIML shall issue to the contractor the provisional completion certificate after verifying the completion documents submitted by the Engineer-in-charge and satisfying him/ user Department that the work has been completed in accordance with the contract document. Further, the certification from the designer will be needed that the work had been completed as per the drawing/ design.

The work will not be considered as complete until all the debris, packing material, 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 IIML may, at the expense of the contractor, remove the tools and plants, hutment 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 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 Electricity

Electrical power for testing is to be provided by the IIM from the existing power point in the kitchen. The Contractor will be responsible for supplying any tools, extension cables, and other required items for execution of the work.

1.9 Liquidated damage charges

0.05% per day of contract value for delays 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. The total levy of this Liquidated damage shall not exceed more than 10% of the contract value.

In case the delay continues beyond 2 Months, then the tender/ Contract will be automatically canceled. Under these circumstances, the EMD/ Performance Security available with the Institute will be forfeited, and the Retention money/ balance 05 % payable value of the work (as the case may be) will not be paid. The Agency will be debarred from bidding with IIM Lucknow and will be blacklisted for 2 Years.

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.

1.11 Subletting of Work:

The contractor shall not sublet, assign or transfer the whole or any part of the work awarded under this contract to any other agency/person, either directly or indirectly, under any circumstances. If at any stage it is found that the contractor has sublet the work or any part thereof, the contract/tender shall be cancelled forthwith, and the Performance Guarantee (PG)/Earnest Money Deposit (EMD) and any other security available with the Institute shall be forfeited/confiscated by IIM Lucknow, without prejudice to any other right or remedy available to the Institute. The contractor shall also be liable to be debarred from participating in future

tenders of IIM Lucknow, and no claim whatsoever shall be entertained in this regard.

1.12 Altered/ Additional/ substituted work:

If the altered/additional or substituted work or any additional work required to be executed as per Institute's requirement shall be carried out by the contractor on the same conditions in all respects including a price on which he agreed to do the main work except as hereafter provided for which there are no established rates in the schedule of items and Delhi Schedule of rates., the same shall be payable as per the provision stated hereunder.

- a) If any extra item crops up during the work (Other than that given in the Work Order), the rate for such item shall be computed as per the rates of CPWD/DSR, with the same percentage above or below as is quoted by the Contractor in the Price Bid.
- b) Rates for items where the rate is not available in DSR shall be derived from the similar item of the nearest DSR. If not available in the nearest DSR, then in the nearest District Schedule of Rates issued by the Uttar Pradesh PWD department. If the item is not found in DSR and District Schedule of rates, then the Percentage Rate from nearest available Schedule of rates of any Central/ Uttar Pradesh Government Department Shall be considered with whatever applicable Cost index plus or minus (If any as per relevant Circular from the department) on the schedule of rates considered.
- c) If direct working out is not possible as mentioned in a) & b) above, the contractor shall be paid on the basis of the actual cost of material and labour cost plus 15% towards profit, supervision, overheads, establishment, plants, machinery, etc., and applicable taxes as decided by the Competent Authority.
- d) In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following paragraph:
 - (i) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substitutes item and the agreement item (to be substituted).
 - (ii) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).

1.13 Service of Notice

All notices, consents, approvals, or other communications 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**

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

G. TECHNICAL SPECIFICATIONS OF KITCHEN CHIMNEY (TO BE FILLED BY THE BIDDER)

The bidder shall fill in the specifications of the offered model against each parameter and enclose the OEM catalog/brochure.

SN	Parameter / Required Specification	Offered by Bidder
1	Make & Model: To be mentioned by the bidder	
2	Type of filter: Baffle-Filter	
3	Suction side width: 90 cm or more	
4	Finish: Black Tempered Glass	
5	Control: Touch + Gesture Control (motion sensing, operation by a wave of the hand; touch operation with one touch)	
6	Motor position: Clear path for smoke and air	
7	Suction power: 1200 m ³ /hr or more	
8	Lamps: 02 nos., less than 02 W each, focusing downwards to the cooking area	
9	Duct pipe / Cowl: Aluminum duct pipe 6 inch / Cowl 6 inch	
10	Warranty cum CAMC: Minimum 02 years comprehensive, including deep cleaning	

Signature and Stamp of the Bidder

FINANCIAL BID

BILL OF QUANTITY

SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC), INCLUDING CIVIL WORK, OF KITCHEN CHIMNEY IN 50 NOS. TYPE V RESIDENTIAL HOUSES ALONG WITH CAMC FOR 08 YEARS AT IIM, LUCKNOW

SNo.	Description of work	Qty	Unit	Rate	Amount
A	SITC OF KITCHEN CHIMNEY				
1	Supply, installation, testing, and commissioning of the chimney for the Kitchen. The chimney should be of Baffle-Filter, Suction side Width - 90cm or more, Finish - Black Tempered Glass, Control - Touch + Gesture Control, i.e., the chimney should be with motion sensing technology that enables easy operation by a simple wave of the hand. Touch Control, it should enable ease of operation with just one touch. Motor position inside the chimney should be such that it makes a clear path for smoke and air. Suction Power should be of 1200 m3/hr. or more than that. 02 nos. of Lamps (Less than 02 watts) should be in the chimney, focusing downwards to the cooking area. Warranty on the Chimney (As per the OEM). Warranty for 2 years including deep cleaning. The rate shall include all necessary civil work (wall/core cutting, making good) and electrical connection.	50	Nos		
2	Aluminium duct pipe 6 inches	150	RMT		
3	Cowel 6 inches	50	Nos		
			Total (A)		
			GST		
			G Total (A)		
B	CAMC of Chimney along with accessories (after expiry of 02-year warranty period)				
4	CAMC of Chimney along with accessories – First Year	50	Nos		
5	CAMC of Chimney along with accessories – Second Year	50	Nos		
6	CAMC of Chimney along with accessories – Third Year	50	Nos		
7	CAMC of Chimney along with accessories – Fourth Year	50	Nos		
8	CAMC of Chimney along with accessories – Fifth Year	50	Nos		
9	CAMC of Chimney along with accessories – Sixth Year	50	Nos		
10	CAMC of Chimney along with accessories – Seventh Year	50	Nos		
11	CAMC of Chimney along with accessories – Eighth Year	50	Nos		
			Total (B)		
			GST		
			G Total (B)		
			Grand Total (A+B)		

Note:

- a. The contractor is advised to survey the actual site for assessment of critical applications, if any & accordingly quote the rates.

Signature with the seal of the Contractor