



**NOTICE INVITING E-TENDER FOR MODIFICATION  
OF THE K-LIGHT POLE AND THE CHANGE OF  
LUMINARIES FOR BETTER ILLUMINATION AT  
VARIOUS PLACES.**

To,  
M/S. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SUB.: NOTICE INVITING E-TENDER FOR MODIFICATION OF THE K-LIGHT POLE AND THE CHANGE OF LUMINARIES FOR BETTER ILLUMINATION AT VARIOUS PLACES.**

Dear Sir,

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow for Notice Inviting E-Tender for Modification of the K-light pole and the change of luminaries for better illumination at various places, 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.in/procure/app> and our website <http://www.iiml.ac.in> for reference only.

Reputed Companies may submit their bids in the prescribed format with all the necessary documents online at <http://eprocure.gov.in/procure/app> on or before bid submission closing Date & Time

Sd/-  
Chief Administrative Officer  
For Indian Institute of Management



**INSTITUTE OF MANAGEMENT LUCKNOW**

**NOTICE INVITING E-TENDER**

**NIT NO. IIML/PROJ/TENDER/2025-26/4487 Dated-21/05/2025**

**NOTICE INVITING E-TENDER FOR MODIFICATION OF THE K-LIGHT POLE AND THE CHANGE OF LUMINARIES FOR BETTER ILLUMINATION AT VARIOUS PLACES.**

Dear Sir,

E-Tenders are invited from reputed companies for **Modification of the K-light pole and the change of luminaries for better illumination at various places**. 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	:	<b>Modification of the K-light pole and the change of luminaries for better illumination at various places</b>
Earnest Money	:	Rs. 4500/- (Rupees Four Thousand Five Hundred Only)
Total Estimated Cost	:	Rs. 213934/- (Inclusive of GST)
Period of Contract	:	30 days
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 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 to the Bidders Qualifying for 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**

K-light pole, as shown on page 25, is to be modified as per the drawing shown on page 26

**A. Modification of Single-Hand K-Light Pole with 35W Street Light connection:**

Work to be carried out is as under: -

- a. Replacement of existing luminaires with new 35W street light luminaires.
- b. Dismantling of the K-light pole arm & Modification of the existing K-light pole structure (Design as per drawing attached) to ensure compatibility with the new luminaires.
- c. Installation of necessary electrical connections, including wiring and connectors.
- d. Testing and commissioning of the modified lighting system to ensure proper functioning.
- Painting of the complete pole in teak brown color

**B. Modification of Double-Hand K-Light Pole with 35W Street Light connection**

Work to be carried out is as under: -

- a. Replacement of existing luminaires with new 35W street light luminaires.
- b. Dismantling of the K-light pole arm & Modification of the existing K-light pole structure (Design as per drawing attached) to ensure compatibility with the new luminaires.
- c. Installation of necessary electrical connections, including wiring and connectors.
- d. Testing and commissioning of the modified lighting system to ensure proper functioning.
- e. Painting of the complete pole in teak brown color

## 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. 4,500/- (Rupees Four 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 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 evaluation criteria will not be opened.
- (vi) Financial offer shall be opened only for those tenders who are technically qualified as per the evaluation criteria of this tender document.
- (vii) The dates for opening financial offer will be communicated to the tenderers and tenderers are requested to be present at the time of opening the tenders. An authority letter is must if any person other than who has signed the tender document attends such event.
- (viii) Each page of the tender document must be signed by the authorized signatory of the tenderer.
- (ix) Scanned Copy of 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. Over-writing 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 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.
- The performance security (3%+2%) shall be released after 60 days of satisfactory completion of the contract or the completion date of the last 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) 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 (if required). The rate quoted by the tenderer shall be excluding 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 purchased but not utilized will be entertained. Further, if any extraordinary variation in any item 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) Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
- Where there is a difference between 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.
- (xvii) The Indian Institute of Management, Lucknow does not bind themselves 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 12 months from the date of successful completion of the work. No interest shall be paid on the amount.
- (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) 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:-I/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 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 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.

## C. TECHNICAL DETAILS OF BIDDER

The technical offer submitted by the bidders will be evaluated based on the below 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).	

### Eligibility Criteria

#### a) **ANNUAL TURN OVER:**

The average annual financial turnover during any three years from the last 5 financial years ending 31<sup>st</sup> March 2024. The Bidder has to enclose documentary proof indicating Turnover.

b) The Bidder should have **Experience in fabrication work** in any Government/PSU/ Autonomous Body such as IIM, IIT, etc., or should have executed works in any registered Private Limited Organization in any of the last 5 financial years. **This Condition is Mandatory.**

c) **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 needs exemption under 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 format available on the CPP portal. This Condition is Mandatory**

- d)** Copy of PAN/ GIR No. Registration certificate issued by Income Tax Authority. This Condition is Mandatory.
- e)** Copy of Certificate of GST number. This Condition is Mandatory
- f)** 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
- g) 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 condition

I/We hereby tender for the execution of the work specified for IIM, Lucknow within the time specified, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings, and instructions in writing.

I/ We agree to keep the tendered rates valid till 120 days from the date of opening of the tender and not to make any modifications to its terms and conditions.

A sum of Rs. 4,500/- 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, or fail to execute the agreement 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 from participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been executed through another contractor on a back-to-back basis. Further, if such a violation comes to the notice of the Department, then I/we shall be debarred from 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 who 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 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 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 about 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.

## F. SPECIAL CONDITIONS OF CONTRACT.

### 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.

### 2 Period of Contract:

The time period for **Modification of the K-light pole and the change of luminaries for better illumination at various places** shall be completed within **30 days from the date of issue of LOI (Letter of Intent)**. The defect liability period on complete work is 1 year including maintenance, service, and repair.

### 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.

### 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 indicated in the scope of work. 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.

### 5 Completeness of tender

All fittings, equipment, units, assemblies and accessories, hardware, bolts, terminal lugs for electrical connections, cable glands, junction box, piping, fittings 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. Scope of work also include steel requirements for machine beams, bearing plates, buffer supports, and channels as required. All steel items not including but required for the installation work shall be part of the tender

document.

**6 Certificate**

The contractor may be required to submit the Test Report of service for each equipment. Further, if required e-way bill may be submitted by the contractor on demand.

**7 Spares**

Any defective part quotation will be submitted by the vendor. After approval, the part will be changed without any additional charges.

**8 Delay in work execution due to reasons beyond contractor's 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 as per the discretion of the Director of the Institute.

**9 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 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.

**10 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.



**11 Execution of Work**

**12 General:**

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

**13 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.

**14 Inadequate/substandard works and materials:**

- (i) Material used should be 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 the time period.

**15 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.

**16 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.

**17 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.

**18 Period of warranty:**

The warranty period of the work is 02 years from the date of completion of the work as certified by the IIM. If any problem occurs during the period of liability, the same will be changed by the contractor at his own expense.

**19 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.

**20 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.

**21 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.

**22 Certificate and Payment**

**23 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.

**24 Mobilization Advance:**

No mobilization advance shall be paid.

**25 Billing:**

The contractor shall submit the full and final bill after completion of work (complete in all respects). The same will be measured by the concerned J.E. and payment will be made by the Finance section after Approval of the competent authority as per the IIM procedure. Final Bill payment will be processed after the submission of the test certificate, and any other inspection/ test documentation mentioned in this tender document or instructed to be submitted.

**26 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 the 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) 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 4 years AMC 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.

**27 Labour Laws and Safety Regulations**

**28 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.

**29 Minor/Fatal Accident on Duty:**

For cases of minor/Fatal accidents on duty not covered under compensation by IIML, the contractor shall have to compensate the affected person/ family. The absence from duty, if it takes place, due to such accident shall be considered as special leave and full payment shall have to be made for the duration of such absence.

**30 Safety Code**

**31 Safety and Protection:**

The contractor shall adhere to safe construction practices 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.

**32 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.

**33 First Aid:**

The contractor shall provide first aid facilities for his employees and those of his subcontractors. The requisite first aid box and medicines should always be available at the work site.

**34 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.

**35 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.

**36 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.

**37 Electricity**

Electrical power at one point is to be provided by the IIM. The Contractor will be responsible for getting electrical connectivity from the point specified by IIML to his work site, including supplying cables, connections, and other required items.

**38 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.

**39 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.

#### **40 Recovery from the Contractor**

- (i) If the contractor or his employees damage or destroy the property of the IIM, then the same shall be replaced/ refunded by the contractor, otherwise the expenses may be recovered from his bill or security deposit.
- (ii) All compensation and recoveries to be made as per terms of the contract shall be deducted from the contractor's bill or security deposit.
- (iii) Forfeiture of Security Deposit: Whenever any claim against the contractor is to be recovered, then the same may be made from the security deposit (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.

#### **41 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 rates of CPWD/DSR-2023 with the same percentage above or below as is quoted by the Contractor in the Price Bid).
- b) Rates for items where rate is not available in DSR-2023 shall be derived from the similar item of 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 labor 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 BOQ item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:
  - (i) If the market rate for the substituted item so determined is more than the market rate of the BOQ item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the BOQ item (to be substituted) so

increased to the extent of the difference between the market rates of substitutes item and the BOQ item (to be substituted).

- (ii) If the market rate for the substituted item so determined is less than the market rate of the BOQ item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the BOQ item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the BOQ item (to be substituted).

#### **42 Service of Notice**

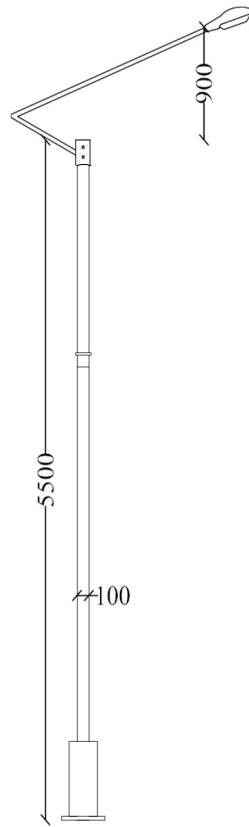
All notices, consents, approval or other communication required to be given or served hereunder by either party hereto to the other party shall be in writing, and in English and shall be personally delivered to, left at, sent by registered post, email, courier, speed post or facsimile by either party 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**

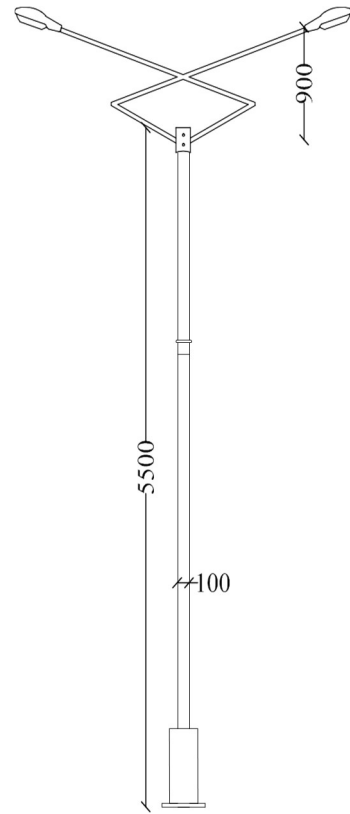
**(ii) Notice to the Tenderer at the Address mentioned in the Tender Document**







STREET LIGHT  
POLE



STREET LIGHT  
POLE

# **FINANCIAL BID**

**BILL OF QUANTITY**  
**MODIFICATION OF THE K-LIGHT POLE AND THE CHANGE OF LUMINARIES FOR BETTER ILLUMINATION**

SNo.	Description of work	Qty	Unit	Rate	Amount
1	Modification of Single-Hand K-Light Pole with 35W Street Light connection <ul style="list-style-type: none"> <li>Replacement of existing luminaires with new 35W street light luminaires.</li> <li>Dismantling of the K-light pole arm &amp; Modification of the existing K-light pole structure (Design as per drawing attached) to ensure compatibility with the new luminaires.</li> <li>Installation of necessary electrical connections, including wiring and connectors.</li> <li>Testing and commissioning of the modified lighting system to ensure proper functioning.</li> <li>Painting of the complete pole in teak brown color</li> </ul>	57	Nos.		
2	Modification of Double-Hand K-Light Pole with 35W Street Light connection <ul style="list-style-type: none"> <li>Replacement of existing luminaires with new 35W street light luminaires.</li> <li>Dismantling of the K-light pole arm &amp; Modification of the existing K-light pole structure (Design as per drawing attached) to ensure compatibility with the new luminaires.</li> <li>Installation of necessary electrical connections, including wiring and connectors.</li> <li>Testing and commissioning of the modified lighting system to ensure proper functioning.</li> <li>Painting of the complete pole in teak brown color</li> </ul>	16	Nos		
				<b>Total</b>	
				<b>GST @</b>	
				<b>Round Off</b>	
				<b>G Total</b>	

Please note:- Any additional conditions will not be entertained.