

SHORT NOTICE INVITING E-TENDER FOR REPAIRING OR CHECKING OF 1600 KVA 33KV/0.440 KV TRANSFORMER INSTALLED AT SUB-STATION-4 OF IIM LUCKNOW

To,			
	M/S		
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SUB.: SHORT NOTICE INVITING E-TENDER FOR CHECKING AND REPAIRING OF 1600 KVA 33KV/0.440 KV TRANSFORMER INSTALLED AT SUB-STATION-4 OF IIM LUCKNOW.

Dear Sir,

Tenders are invited, on behalf of the Director, Indian Institute of Management, Lucknow to CHECKING AND REPAIRING_OF 1600 KVA 33KV/0.440 KV TRANSFORMER INSTALLED AT SUB-STATION-4 OF IIM LUCKNOW, Prabandh Nagar, Lucknow as per BOQ attached. The Institute invites you to participate and to send your offers as per the attached **NOTICE** inviting **E-TENDER**.

E-Tenders are invited under two bid system (both Technical and Financial) QCBS(Quality and Cost Based selection) from reputed Companies. The complete Tender document containing General term and Conditions, pre-qualification requirements, BOQ, scope of work, Specifications etc. are available on http://eprocure.gov.inprocure/app and our website http://www.iiml.ac.in for reference only.

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

Sd/-Chief Administrative Officer For Indian Institute of Management



Prabandh Nagar, Off Sitapur Road Lucknow 226013

NOTICE INVITING E-TENDER NIT NO. IIML/PROI/TENDER/2024-25/4454 Dated-07/10/2024

NOTICE INVITING E-TENDER FOR CHECKING AND REPAIRING OF 1600 KVA 33KV/0.440 KV TRANSFORMER INSTALLED AT SUB-STATION-4 OF IIM LUCKNOW.

Dear Sir.

E-Tenders are invited from reputed companies to Check and Repair the 1600 KVA 33KV/0.440 KV transformer installed at sub-station-4 of IIM Lucknow. To submit their tender, quote your minimum rates on the enclosed bill of quantity on behalf of the Director, IIM, Lucknow. The General terms & conditions of the service contract are also enclosed which are binding to both IIML and the Bidder

Name of work	:	Check and Repair of 1600 KVA 33KV/0.440 KV transformer installed at sub-station-4 of IIM Lucknow
Earnest Money	:	Rs. 30,000/- (Rupees Thirty Thousand Only)
Total Estimated Cost	:	Rs. 6,78,500/- (Inclusive of GST)
Completion period of the Work	:	60 days
Date of issue of tender document	:	07/10/2024
Late Date for Submission Tender Document	:	14/10/2024
Date of opening of Technical Bid Opening	:	15/10/2024
Date of opening of Financial Bid Opening	:	Will be informed to the Bidders Qualifying the Technical Bid.
starting of work	:	Within 10 days of the Date of LOI

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.

Thanking you,

Sd/-

Chief Administrative Officer For Indian Institute of Management Lucknow

A. SCOPE OF WORK

The scope of work consists of two parts as given below: -

Common for both the PART-A & PART-B

- a) HT and LT Disconnection, Dismantling, the 1600 KVA 33KV/0.440 KV TRANSFORMER & its detachable parts (Such as Radiator, Tank, etc. if required), Transportation, Loading & unloading for taking the transformer to the workshop. Any other dismantling works which may be required for lifting and lowering of the Transformer such as sprinkler etc. to be done.
- b) Opening of transformer top cover of 1600 KVA, draining out transformer oil, dismantling of core and coil assembly, and disconnection/ dismantling any other part required for complete testing to identify the fault and quantum and types of works involved.
- c) Testing of Transformer as per the applicable I.S. code/ International code / Standard practice whichever is relevant for checking of transformer winding to see if it is damaged or not. The test in the presence of an IIML representative will only be valid and considered.
- d) Decision of executing Part "A" or Part "B" will depend on the Test Results and decision of IIML.

PART-A (if the winding is not damaged)

- a) Transformer oil filtration till megger value is achieved.
- b) Transformer winding drying.
- c) Change of bushing on HT side.
- d) Testing of the transformer after repair.
- e) Painting of terminal box or rusted part.
- f) Assembly of the transformer at site, loading & unloading, transportation.
- g) Reconnection of HT and LT cable.
- h) Necessary Testing at the site and charging of the transformer

PART-B (if the winding is damaged)

- a) Rewinding of LT & HT winding.
- b) Transformer oil filtration.
- c) Change of bushing on HT side.
- d) Testing of the transformer.
- e) Painting of terminal box or rusted part.
- f) Assembly of the transformer at site, loading & unloading, transportation.
- g) Reconnection of HT and LT cable.
- h) Necessary Testing at the site and charging of the transformer

In case some fault arises in the Institute's transformers (currently in use), then the contractor will provide the standby transformer urgently on rent for the duration of Repair for the Transformer (under repair) at the contractor's workshop. Its Installation, testing, and commissioning have to be done by the contractor as per the rates given in the BOQ.

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. 30,000/- (Rupees Thirty Thousand only) towards Earnest Money Deposit (EMD) to the below-mentioned bank account of the Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at an appropriate place. Those who are exempted from the deposit of EMD shall upload the valid certificate in this regard. Bank

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

- (iii) Financial bids must be filled and submitted in the prescribed formats given on the CPP portal separately. A sample format of the financial bid has been attached with the Technical bid just for the understanding of the bidders. This is required to be kept blank and just signed and stamped along with the other documents of this Tender. If 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) This is QCBS (Quality and Cost based Selection) type Tender. Selection will be QCBS Based.
- (viii) The Bidders should have a Workshop in Lucknow District.
- (ix) 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.
- (x) Each page of the tender document must be signed by the authorized signatory of the tenderer.
- (xi) Original tender document duly signed and filled up should be uploaded.
- (xii) The tender not accompanied by a complete document or duly filled in all respects shall be rejected.

- (xiii) 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.
- (xiv) 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.
- (xv) Tenderer has to submit a Performance Security deposit of 05% of the total contract value within 15 days. Maximum 03-day allowable extension with late fees of 0.1% per day of performance Security Amount beyond the period of 15 days. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically and the contract will be terminated by default without any notice to the contractor
- (xvi) Performance Security deposit shall be the minimum validity of the work period plus two months in the form of a Bank Guarantee/ FDR Drawn on any nationalized bank in favor of the Indian Institute of Management, Lucknow payable at Lucknow, duly signed on the back (enchasing form) by the account holder. EMD of unsuccessful tenderer shall be returned after finalization of the contract. EMD of successful tenderer shall be returned only after deposit of Performance Security deposit. The performance Security deposit will be released after successful completion of work. No interest shall be paid on the amount.
- (xvii) This is an item rate Tender. The rate quoted by the Tenderer shall be inclusive of packaging, forwarding, insurance, freight, Loading, unloading, Factory testing, delivery, installation testing commissioning, etc. at the site i/c temporary construction storage, factory storage, risks, overhead charges general liabilities/obligations, and clearance from local authorities any other charges related to the proper repair and commissioning of Transformer. The rate quoted by the tenderer shall be excluding GST, **GST will be paid extra as applicable**.
- (xviii) If any discrepancy/misprint is noticed in the specification or BOQ, it should be clarified with the Institute before quoting the rate.
- (xix) Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
 - a. 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.
- (xx) 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.

- (xxi) The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
- (xxii) If any of the documents submitted by the tenderer is found fake, even after the acceptance of tender, the contract will be terminated for which the concerned tenderer will itself be responsible and no compensation, etc., will be paid by the IIM, Lucknow.
- (xxiii) 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.
- (xxiv) 5% of the payable bill value will be retained from each bill as a defect liability period & shall be released after defect liability of at least 12 (twelve) months. No interest shall be paid on the amount.
- (xxv) Tenderer can avail relaxation (in tender fees and EMD only, No relaxation will be given for experience) given as per Govt. norms for NSIC/MSME registered firm.
- (xxvi) Successful tenderer uploaded document will be verified with the original at the time of LOI / Agreement.
- (xxvii) Tender term & condition also includes GCC which is uploaded on IIML website and also be part of this contract and its terms and conditions shall be biding 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
- (xxviii) Intending parties are required to submit an undertaking that their firms have never been debarred/blacklisted by any Government/Publicsector Dep't. And there is no criminal case on the Proprietor/ partners/ any of the Directors in any Police station of any court of India. This undertaking is to be given in the following format:

Undertaking to be furnished by the intending Tenderers: -

I/We declare and confirm that: -

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

TENDER DECLARATION

I/We have read and examined the NOTICE Inviting tender, schedule,. Specifications applicable, Drawings & Designs, General Rules, and Directions, Conditions of Contract, clauses of the contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of the contract and all other contents in the tender document for the work.

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. 30,000/- is hereby Deposited at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money.

OR

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

If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within the prescribed period, I/we agree that the IIM Lucknow or its successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that 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 & Performance Guarantee as aforesaid or non-submission of Performance security and not executing the Agreement within the specified period then I/We shall be debarred for participation in this re-tendering process of the work. In this case, the work awarded/LOI issued to me/ us will be considered terminated.

I/ We undertake that in such case of termination after the award of work/ issue of LOI my/ our firm can be blacklisted for the next two years.

That I/ we had read the complete Tender document and understood the scope of work and agreed to all the conditions given in this entire Tender document.

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 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-Chargeshall 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* Postal Address**

Signature and Stamp of contractor/ Agency

TECHNICAL DETAILS OF THE 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).	
6.	No. of transformers repaired of capacity 1600 KVA and above in last two years	
7.	Workshop Location	
8.	Area of the Works Shop in Sqm	
9.	Testing Facility available at the workshop (Please mention the name and type of testing which can be done)	
10.	A Transformer core rewinding machine available or not	
11.	A transformer heating facility for 1600KVA available at the workshop	
12.	Life of any five highest size transformers repaired with proof. Provide the Name and Number of 05 company of the repaired transformer at least 3 years before from last date of tender	1. 2. 3. 4. 5.
13.	Availability of Spare/ standby transformer of equivalent rating to take the load of current transformer (1600 KVA or above) 33 KV/0.44 KV. Yes/ No.	
14.	Experience of the manufacturer in years	
15.		

TECHNICAL EVALUATION/ ELIGIBILITY CRITERIA

- a) The applicant must meet the technical and other stipulated criteria about experience, balance sheet size, positive net worth (to be certified by CA having UDIN No.), and others as mentioned in the tender document before quality-based selection procedure as per and evaluation matrix given below.
- b) If the Bidders fulfills the mandatory conditions mentioned below then only the bids will be evaluated

for technical qualification and further bidding procedure. In case the bidder doesn't fulfill the criteria below then the bid will be considered disqualified and will not be evaluated further.

Criteria to be fulfilled before the QCBS selection procedure:

1. **ANNUAL TURN OVER:**

Average annual financial turnover during any three years from the last 5 financial years ending 31st March 2024 Minimum average Turnover should be Rs 1.00 Cr. **This Condition is Mandatory**. The Bidder has to enclose documentary proof clearly indicating Turnover.

- a. The Bidder should have Experience in the repair of transformers with any Government Organization/ PSU/ IIM/ IIT/ NIT/ Any Government Institution/ Pvt Organization. This Condition is Mandatory.
- *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 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

- 2. Copy of PAN/GIR No. Registration certificate issued by Income Tax Authority. This Condition is Mandatory.
- 3. Copy of Certificate of GST number. This Condition is Mandatory
- 4. Intending parties are required to submit an undertaking that their firms have never been debarred/blacklisted by any Government/ Public sector department. And there is no criminal case on the Proprietor/ partners/ any of the Directors in any Police station of any court of India as per the format given below.
- 5. The applicant must have a workshop in Lucknow (within Municipal limits). Documentary evidence must be enclosed along with the technical bid, in case the documentary evidence is not provided the tender will be summarily rejected. This Condition is Mandatory.

6. 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.

The Bids fulfilling the above criteria will be considered for the QCBS selection procedure mentioned below:

The evaluation matrix, as given Below, will be used for evaluating the technical Bid on a matrix of 100 marks and the minimum qualifying marks for the opening of the Financial Bid will be 60. Financial bids of only those applicants will be opened on a later date who qualifies in the technical bid evaluation. The date of opening of the financial bid will be communicated to only those bidders who qualify for the technical bid.

Agency will be selected On a QCBS (Quality And Cost-Based selection) basis with 50: 50 weightage on technical marks obtained and Prices quoted in Financial bids respectively. The agency that will obtain the highest marks (i.e. Marks obtained for Technical Bid + Marks obtained for Financial Bid) will be awarded the work.

The marks obtained out of 100 for Technical Qualification in Technical Bid will be multiplied by 0.5. Marks for Financial bid will be calculated as follows:

- a. Marks for Financial Bid = (Lowest Tender Price X 50)/(Tender Price quoted by respective firm/Bidder). Value of Total Part A+ Part B will considered for Calculations.
- b. In the event that the first Lowest is more than one, then the financial capability of the firm (Average Turnover for last three years) is to be considered for finalizing the L1 Vendor. Decisions taken by the committee, in this regard, shall be binding to all the Applicants

Evaluation Matrix for Evaluation of Technical BID

(Marks will be based on the documents submitted and as per factory inspection done by the committee members)

Sno	Particulars	Sub- Marks	Marks Obtained
		Maiks	(Official use)
1.	Experience of the applicants/ Firms	10 Max.	\
(i)	More than 10 years	10	
(ii)	More than 5 years but less than 10 years	5	
(iii)	Less than 5 years	0	
2.	Works Shop Facilities		
(i)	 Well-maintained workshop with a. Minimum 400 Sqm area. (4 marks) b. Workshop is equipped with facilities for rewinding of core Transformers 1600 KVA and above. (4 Marks) c. Workshop is equipped with testing facilities transformers 1600 KVA and above. (4 Marks) d. Separate allocated spaces for storage of raw material, winding, painting, oil drainage, Oil Filling, Testing, Heating, etc. (4 marks) e. Proper electrical, Occupational safety, and fire safety norms being followed. (4 marks) 	20 Max.	
(ii)	High Tension (minimum 33 KV) Testing Facility of the transformer at the works shops with:	10 Max.	
	Yes	10	
	NO	0	
(iii)	Transformer Heating Chamber. The Chamber can accommodate the bigger transformer of 1600 KVA and	5 Max.	
	Yes	5	
	No	0	
(iv)	A Transformer core rewinding machine available or not	10 Max.	
	Yes	10	
	No.	0	
3.	No. of Transformers of capacity 1600 kVA and above had been repaired in the last 5 years.	15 Max.	
(i)	More then 15	15	
(ii)	10 to 15	10	
(iii)	05 to 10	5	
(iv)	Less Then 5	0	
			-

4.	The working life of any 5 transformers repaired in the last six to seven years	10 Max.		
(i)	More than 5 Years after the repair	10	\	
(ii)	More than 3 but less than 5 Years after repair	05		
(iii)	less than 3 Years after repair	0		
6.	Quality Assurance Plan	10 Max.		
(i)	ISO 9001 certified and maintains Proper quality control	10		
(ii)	Not certified with ISO 9001 but maintains Proper quality	5		
(iii)	Not certified with ISO 9001 and do not maintain Proper quality control	0		
7.	Compliance with Regulations : Ensure the factory complies with local regulations and environmental guidelines related to transformer repairs.			
(i)	Yes	10		
(ii)	NO.	0		

TOTAL

 $Signature\ and\ Stamp\ of\ the\ Bidder$

100

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.

SPECIAL CONDITIONS OF THE 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 checking and repairing of 1600 KVA 33KV/0.440 KV TRANSFORMER installed at sub-station-4 of IIM LUCKNOW shall be completed within 60 days from the date of issue of LOI (Letter of Intent). Defect liability period with a defect liability period for 12 months from the date of completion of the work.

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 on the drawings. 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.

5 Certificate

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

6 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 which were not in the control of the Tenderer then IIML as per the affected period may extend the time period as per the discretion of the Director of the Institute.

7 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.

8 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.

9 Execution of Work

10 General:

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

11 Inspection of works:

(i) The IIML shall have the full authority to inspect the works at any time, at any stage at its works shop. 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.
- (iv) The Contractor will give a call before testing and inspecting of any activity. IIML may or may not attend the Testing. But Major testing such as testing after draining of the oil and dismantling of the bushes will be done in the presence of an IIML representative and the readings recorded should be shown to IIIML representative. IIML may refer the test results to another expert also. IIML will be at liberty to make a Decision whether to further go ahead with the recommendations of the contractor or not. The decision of IIML will be final and binding
- (v) In case only Part A has to be executed then after completion of the Bush Assembly, Oil filtration, etc. the testing of the Transformer has to be done in the presence of IIML representatives.
- (vi) In case Part A and B both are done then also Testing is to be done after completion of the works in the presence of an IIML representative.

12 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.

13 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 a 7 days' notice will be served to the contractor a for resolve the default. In case the contractor still fails to resolve the default / remains adamant/ does not responds then the same shall be got executed by engaging other contractors/ persons by IIML at the risk and cost of the contractor. In such case contractor will have to assemble the dismantled transformer and send it back to IIML site.

14 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:

Description of Schedule of Quantities.
Particular Specification and Special Conditions, if any.
Drawings.
IIM, LUCKNOW Specifications.
Indian Standard Specifications of B.I.S.
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.

15 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.

16 Period of warranty:

The Transformer will carry 1 minimum Year warranty for the part replaced and defect liability of the Complete works will 12 Months.

17 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 case the contractor shall be entitled for 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.

18 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.

19 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.

20 Certificate and Payment

21 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.

22 Mobilization Advance:

No mobilization advance shall be paid.

23 Billing:

- a. 5% of the payable bill value will be retained from each bill as Retention money/ security deposit for SITC works.
- b. One-time payment will be made after satisfactory completion of the work.

24 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 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 statuary 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.

25 Labour Laws and Safety Regulations

26 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.

27 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.

28 Safety Code

29 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.

30 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.

31 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.

32 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.

33 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 esthetical norms as specified and detailed in the Tender.

34 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.

35 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 IIML to his work site including supplying of cables, connections, and other required items.

36 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, all fittings, equipment, units, assemblies and accessories, hardware, bolts, terminal lugs for electrical connections, cable glands, junction box, piping, fittings, Transportation, Crane, Loading unloading, Termination etc. items that are necessary for completion of the work are in the scope of the Contractor.

37 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 Biding with IIM Lucknow and will be blacklisted for 2 Years and the complete assembled Transformer will have to be returned by the contractor.

38 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.

39 Service of Notice

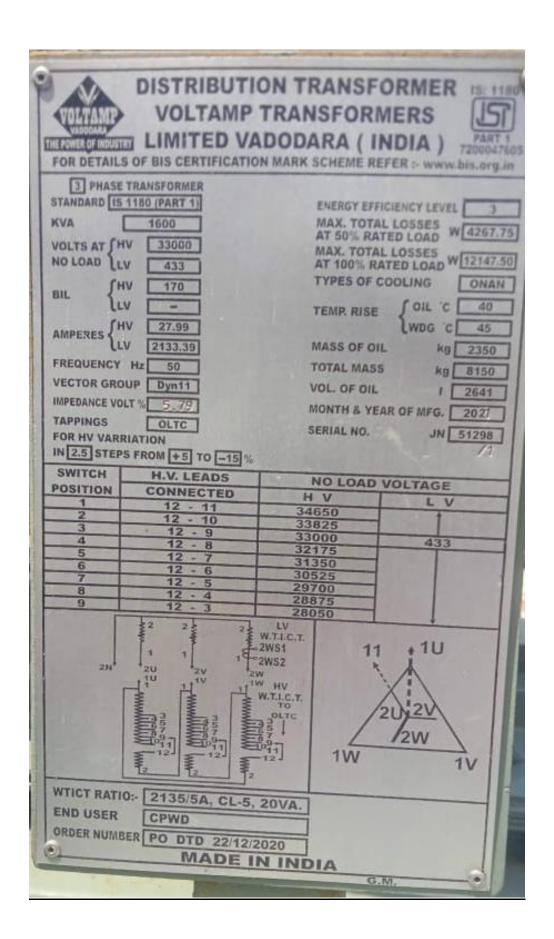
All notices, consents, approval or other communication required to be given or served hereunder by either party hereto to the other party shall be in writing, and in English and shall be personally delivered to, left at, sent by registered post, email, courier, speed post or facsimile by either party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

Accepted all terms & conditions

Date :-	(Signature, Name, Address and Seal of the Tenderer)
Place :-	



Time Schedule for Assignment

The following schedule must be filled by the Tenderer $\,$

Stages of Assignment	Time Schedule
Part A	
Part A +B	

FINANCIAL BID

Bill of Quantity

FOR CHECKING AND REPAIRING OF 1600 KVA 33KV/0.440 KV TRANSFORMER INSTALLED AT SUB-STATION-4 OF IIM LUCKNOW

Sno	PARTICULARS	Qty.	Unit	Rate	Amount
Α	COMMON WORK BOQ FOR PART-A &PART-B				
1	HT and LT Disconnection, Dismantling, the 1600 KVA 33KV/0.440 KV TRANSFORMER & its detachable parts (Such as Radiator, Tank, etc. if required) Installed at the Substation no. 4 inside the IIM Lucknow Campus, loading to the Truck or Trailer and transporting the Transformer to the workshop of the Contractor and unloading the same at the contractor's workshop.	1	Job		
2	Opening of transformer top cover of 1600 KVA, draining out oil in drums (Drums is to be bring by vendors), dismantling of core and coil assembly, and disconnection/ dismantling any other part required for complete testing to identify the fault and quantum and types of works involved.	1	Job		
3	Complete testing of the Transformer as per the applicable I.S. code/ International code / Standard practice whichever is relevant. Also, submit the test report.	1	Job		
4	Dehydration and Filtration of transformer Oil till it reached above BDV value	2641	liters		
5	Replacement of 33KV HT bushing 3 Nos	03	Nos.		
6	Cleaning and painting of terminal box and rusted part of transformer with one coat of red oxide & two coats of enamel paint.	01	Job		
7	Supply & fixing of Gasket sets of LT side HT side Top cover Radiators, Bushing Tank, Conservator tank, etc	01	Job		
8	Transportation, loading, unloading & Testing with megger/whatever equipment is required to check the correctness of the HT and LT Side of Substation no. 1 at IIM Lucknow campus and testing of the earthing, etc, performing necessary tests as per the safety and I.S. code requirements complete before charging of the Transformer and subsequently giving the load to it. This includes the visit of the Contactor's technician at any time required for the successful commissioning of the Transformer.	01	Job		
9	Refilling of Transformer oil in tank & Conservator	2641	Ltrs		
10	Re-connection of LT and HT cable	01	Job		
11	Reassembly of the transformer at the site and charging of the transformer	01	Job		
12	Replacement of transformer silica gel	01	Job		
В	PART-A BOQ				
13	Drying of transformer winding	1	Job		

С	PART-B BOQ			
14	Rewinding of HT/LT coil with laminating approximately 1500±5% Kg.	1500	Kg	
15	Supply and fixing of insulating materials including pressboard sheet, varnish, Glass Sleeving, Bakelite tubes, Solder, Binding tapes, cotton tapes, etc. whichever is required for completion of the Transformer repair.	1	Job	
16	Providing DPC (Double Paper Insulation)/ better insulation whichever is prevalent and best in the market for the Core.	1	Job	
	BUYBACK (Part-B)			
17	Less cost of Buyback of Damaged HT and LT Coil. Amount to be calculated as per the actual Weight of the coils jointly measured by IIML and the Contractor's representative	1	Job	
	•			
D	ITEM RATE			
18	Standby transformer on rent for the duration of Repair for the Transformer (under repair) at the contractor's workshop. Its Installation, testing, and commissioning have to be done by the contractor (If required)	1	Day	
	(GST will be as applicabl	e)		

The total sum of COMMON, PART-A and PART-B BOQ will be considered for the decision of L1 vendor in the financial bid. (Item rate part is not included for deciding on L1)