# भारतीय प्रबंध संस्थान इन्दौर INDIAN INSTITUTE OF MANAGEMENT INDORE

PRABANDH SHIKHAR, RAU-PITHAMPUR ROAD, INDORE – 453 556 Phone: +91-731-2439606, 630 Fax: +91-731-2439800

## Notice Inviting Tender for Annual Maintenance Contract (AMC) of Physical Fitness Equipment

Tender No. IIMI/SC/2015-16/3

26 June 2015

Sealed Tenders are invited under two bid system (Technical Bid and Financial Bid) from reputed, experienced and financially sound parties for the following work:

Name of the Work	Annual Maintenance Contract (AMC) of Physical Fitness Equipment IIM Indore Campus		
Tender No. & Estimated Value of	IIMI/SC/2015-16/3 Dated 26 June 2015 and		
AMC	Rs. 1,80,000/- (without spares and rubber parts))		
Tender Submission Cost	Rs. 500/- (Rupees Five Hundred Only) by demand draft in favour of Indian		
(Non Refundable Amount)	Institute of Management Indore payable at Indore		
EMD	Rs. 10,000/- (Rupees Ten Thousand Only) by demand draft in favour of Indian Institute of Management Indore payable at Indore		
Contract Period	The contract shall be valid initially for one year and the Institute reserves the right to curtail or to extend the validity of contract on such rates, terms and conditions for such period as may be agreed to, but not beyond further two years. The rates for the first two years will remain unchanged. The performance of the contractor will be reviewed periodically.		
Issue of Tender	The Tender document can be downloaded from the Institute website – www.iimidr.ac.in Please refer Tender Section on the Home Page of the Website. Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly.		
Submission / Receipt of Tender	Up to 15:00 hrs. on 10 July 2015 in the office of Stores & Purchase Officer, Indian Institute of Management Indore Prabandh Shikhar, Rau-Pithampur Road, Indore- 453 556. Tel -0731-2439606 / 630 Fax: 2439800		
Pre-Bid Meeting and Inspection of	11:00 hrs on 07 July 2015 for clarifications of queries, if any, at above		
Fitness Equipment by the bidders	mentioned address.		
Opening of Tender (Technical Bid & Financial Bid)	Part – A – Technical Bid The technical tender documents shall be opened on the same day, i.e 10 July 2015 at 15:30 hrs. in the presence of authorized representatives of the bidders.  Part – B – Financial Bid Financial Bid of the technically acceptable bidders as recommended by the competent committee / authority shall be opened at a later date.		
Contact Person (for any clarification during the tendering process)	Officer (Sports Complex) / Stores & Purchase Officer, Indian Institute of Management Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore- 453 556. Tel -0731-2439606/630 Fax: 2439800		
Proposed Date to Commence the AMC	03 August 2015		

### 1. Scope of Work

- 1.1 The Institute is looking for contractors to provide onsite (i) high quality preventive maintenance, (ii) repairing services using trained manpower and (iii) supply of best quality genuine/compatible parts and material at cost-effective rates.
- 1.2 The Institute is exploring AMC Non-Comprehensive Onsite Maintenance Contract (without spares). List of equipments are provided in Annexure-IV for maintenance purpose.
- 1.3 The Non-Comprehensive Onsite Maintenance Contract will include monthly preventive maintenance services, need-based repairing services (without spares), health check-up of equipment and cleaning.
- 1.4 The period of AMC will be for one to three years depending on the performance of the contractor.

#### 2. General Terms and Conditions

- 2.1 Sealed quotations are invited for AMC of Physical Fitness Equipments functioning in Indian Institute of Management Indore for a period of 1 to 3 years.
- 2.2 Tender forms can be downloaded from the Institute website www.iimidr.ac.in. Please refer Tender section on the Home Page of the Website. Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly. Completed application should be accompanied by non-refundable Demand Draft for Rs. 500/- drawn in favour of "Indian Institute of Management Indore". Application without the prescribed fee and EMD of Rs.10,000/- drawn in favour of "Indian Institute of Management Indore" will not be considered.
- 2.3 Tenders/Offers may be sent by hand / post /courier to the **Stores & Purchase Officer, Indian Institute of Management Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore 453556.**
- 2.4 IIM Indore accepts no responsibility for any loss/delay/non-receipt of offers not submitted in person within the stipulated time. Offers received late/incomplete are liable for rejection.
- 2.5 The technical bid will be opened at 15:30 hrs. on 10 July 2015 in the presence of the representatives of the Tenderers who are present.
- 2.6 The financial bids of only those Tenderers whose technical bids are recommended by competent committee / authority will be opened at a later date. The date & time of opening the financial bid will be intimated to the eligible Tenderers in advance.
- 2.7 The offer of the Tenderer shall be valid for three months from the last date of submission of Tender/revised offer (if any). No Tenderer will be allowed to withdraw his tender after submission and during the bid validity period (three months). In case the tenderer does not honour his/her bid, the EMD submitted by the tendering firm would stand forfeited.
- 2.8 In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competency of contractors to provide high quality maintenance services using trained/qualified manpower and best quality parts and material at cost-effective rates.

- 2.9 IIM Indore reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.
- 2.10 If the last date of receiving/opening of the Tenders coincides with a holiday, then the next working day shall be the receiving/opening date.
- 2.11 Before filling the tender document, the bidder should inspect the physical fitness equipment installed at the Institute to familiarize himself/herself with the various elements of services that are required to be rendered and to understand the quality levels of service that are required to be rendered. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Institute and is aware of the operational conditions prior to submission of the tender documents.
- 2.12 Tenderers are requested to furnish their bids in two parts namely (a) technical bid and (b) financial bid. The technical bid should contain the company profile, work experience, Income Tax PAN No., personnel employed, Earnest Money Deposit, Tax Identification Certificate, nonrefundable tender submission cost, and any other relevant documents which the firm wishes to submit. The financial bid should contain the rate quoted in words and figures. Details of rate, taxes and discount, if any, may be quoted by the bidder. The sealed envelope of technical bid document should have superscription "Technical bid - Annual Maintenance Contract of Physical Fitness Equipment" and sealed envelope of financial bid document should have superscription "Financial bid - Annual Maintenance Contract of Physical Fitness Equipment". Put both these sealed envelopes in one envelope and send it to the Stores & Purchase Officer, Indian Institute of Management Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore- 453556 Phone: +91-731-2439606, 630 Fax: +91-731-2439800 should be submitted in the tender box placed near Stores & Purchase Department on all working days between 9.00 a.m. to 5.00 p.m. The last date of submitting the tender is by 3:00 pm 10 July 2015. Incomplete bid document will not be accepted. Late submission will not be accepted. The tender will be opened on 10 July 2015 at 3:30 pm by the competent committee / authority in the presence of tenderers or their authorized representative who desire to remain present at that time.
- 2.13 The intending tenderer will be required to deposit an account payee Demand Draft/Pay Order for Rs. 10,000/- as earnest money in favor of Indian Institute of Management Indore payable at Indore. The earnest money of the firms, whose quotations are not approved, will be returned after 45 days of award of contract to successful bidder.
- 2.14 In the event of breach of any terms and/or conditions of the contract, Indian Institute of Management Indore reserves the right to annul the contract and have the work completed alternatively at the contractor's risk and expenses without any further notice to him. The contractor will have no claim for compensation for any loss, which he suffers in case of default of the contracted terms. In case of any default by the contractor, his security deposit will be forfeited.
- 2.15 In case of any dispute, the decision of Indian Institute of Management Indore will be final and binding on both the parties. Further dispute, if any, will be settled in the court of law at Indore.
- 2.16 Financial bid of only those tenderers will be opened, who qualify technically.
- 2.17 The tenderer should sign and stamp with official seal on each page of the tender.

- 2.18 Bids which are late/vague/conditional/incomplete/not conforming to the laid down procedure in any respect will be rejected.
- 2.19 Tenders sent by telex/fax/telegram & e-mail will not be accepted.
- 2.20 The tender documents are neither transferable nor the cost of tender document is refundable under any circumstances.
- 2.21 The downloading of tender document from the website and/or submission of the same does not automatically qualify the tender.
- 2.22 Even after approval, if information/facts submitted by a tenderer are found misleading/incorrect/false etc., IIM Indore reserves the right to disapprove an item/items for the current/future contract or may impose penalties as deemed fit. Non-compliance of any of the terms of tender and future instructions by IIM Indore will also warrant above penalties.
- 2.23 The rate quoted should be inclusive of onsite repairing (site situated at Prabandh-Shikhar, Rau-Pithampur Road, Indore, MP) and maintenance, all statutory levis, taxes and charges at the premises of IIM Indore.
- 2.24 The successful tenderer will have to deposit the performance guarantee in the form of Bank Guarantee/Demand Draft drawn in favour of Indian Institute of Management Indore at the rate of 10% of the total value of contract at the time of execution of contract, and the same will remain with the Institute for 45 days beyond contract period for which no interest will be paid by IIM Indore.
- 2.25 In case of differences arising in the terms and conditions of the tender documents with the firm(s), the decision of IIM Indore shall prevail.
- 2.26 The successful tenderer who has been awarded the contract is required to make an agreement within 30 days from the date of award of this contract for AMC of Physical Fitness Equipment. The rates of successful tenderers will be valid for 24 months from the date of execution of this contract and no increase on any account will be considered.
- 2.27 IIM Indore reserves the right to modify/change/delete/add any further terms and conditions prior to actual signing of the agreement.
- 2.28 The English version of this tender shall only prevail in the matters of interpretation of any terms and conditions.

### 3. Eligibility Criteria

- 3.1 The intending bidder should have at least 01 (one) year of experience in providing annual maintenance contract services to reputed Companies / Institutions / PSUs / Central / State Government Organizations and having annual average turnover of Rs. 1.00 lakh during the last two financial years in similar services as per profit & loss account and balance sheet duly audited by the Chartered Accountant and the same should be attached as documentary proof.
- 3.2 The firm must have been registered on or before March 31, 2013 in the similar line of business.

- 3.3 Copy of last two financial year's Income Tax Returns.
- 3.4 Should possess necessary statutory licenses for their existing businesses.

### 4. Special Terms and Conditions

- 4.1 AMC for the physical fitness equipment would be non-comprehensive (without spares) onsite for a period of one year, two years or three years as decided by the Institute. The non-comprehensive onsite contract will include repairing, preventive maintenance of equipment on monthly basis (twice in 30 days) including cleaning, health checkup etc except for spares required to replace defective parts. It will be carried out and a report be given by an authorized personnel of the firm to the authorized personnel of Indian Institute of Management Indore. It also includes onsite need-based repairing. In such cases the complaints would be attended to preferably on the day these are reported or maximum within 3 working days. There will be no extra payment for attending need-based repairing.
- 4.2 The equipments are normally required to be repaired in the IIM Indore premises only. In exceptional cases when the equipment cannot be repaired in the premises and required to be taken out of campus, Indian Institute of Management Indore will not make any payment towards cartage and the expenses for the to and fro transportation of the equipment. It will be borne by the tenderer. Only genuine / compatible spare parts will be used by the contractor.
- 4.3 Payment will be released on quarterly basis i.e. 25% of the total AMC charges after review of the work done in every three months, on production of invoice by the firm.

### 4.4 Penalty

Sr. No.	Nature of Errors / Discrepancies	Minimum penalty amount Rs. (Maximum to be decided by the Institute in view of the nature of error(s)).		
1	For not attending work/service as per monthly schedule	Rs. 1,000/- per week till default continues		
2	For not attending need-based repairing request within 3 working days	Rs. 100/- per day till default continues		
3	Breach of any of the conditions of the contract	Minimum penalty of Rs. 500/- per default or suitable higher amount as decided by the Institute or termination of contract and forfeiture of performance guarantee as the case may be.		

- 4.5 The penalty will be deducted from contractor's pending bills or through forfeiture of performance guarantee. The decision of the Institute regarding penalty will be final and binding in deciding the nature of the default.
- 4.6 The Institute through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.

4.7 The tender may be awarded to one or more tenderers in part or whole.

# 5. Arbitration and Dispute Resolution

- 5.1 Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director of the Institute.
- 5.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Indore, Madhya Pradesh only.

#### 6. Jurisdiction of Court

The courts at Indore, Madhya Pradesh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

#### ANNEXURE – I

To
The Chief Administrative Officer
Indian Institute of Management Indore
Prabandh Shikhar,
Rau – Pithampur Road
Indore 453 556.

Dear Sir,

### Sub:- Tender for Annual Maintenance Contract (AMC) of Physical Fitness Equipment

With reference to the above, I/We am/are offering our competitive prices for providing annual maintenance services of Physical Fitness Equipment.

I / We hereby reconfirm and declare that I / We have carefully read and understood the tender document including instructions, terms & conditions and all the contents stated therein.

I / We also confirm that the rates quoted by me / us are inclusive of onsite service/repairing charges, defective parts replacements (if required), all taxes, duties etc., applicable as on date.

I/We also confirm that the equipment installed in IIM Indore have been inspected by us and I/We possess trained manpower, material and parts to repair and maintain such physical fitness equipment.

I/We hereby certify that our firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

Earnest Money Deposit of **Rs. 10,000/-** in the form of Demand Draft / Pay Order, and cost of the Tender of **Rs. 500/-** in favour of IIM Indore are enclosed herewith. I/We understand that the rate/commercial/technical offer of the firm will remain unchanged at least for two years.

I/We also certify that the above information is true and correct in every respect and in any case, at a later date, it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm be blacklisted.

Thanking you,

Yours faithfully,

(Signature & Seal of the Tenderer)

Encl: 1) Quotation in sealed cover.

- 2) EMD vide DD/Pay Order.
- 3) Tender Document Cost vide DD/Pay Order

# ANNEXURE – II – TECHNICAL BID

# PROFILE OF ORGANISATION

S.No.	Particulars	
1.	Name of the Firm	
2.	a) Address for correspondence b).Telephone No.	
	c) Fax No.	
	d) Email Id	
	e) Name of the contact person	
	f) Contact number of the contact person	
	g) Website	
3.	Year of Establishment/incorporation (Certificate to be attached)	
4.	Income Tax PAN/TAN (attach copy of PAN card)	
5.	ST/CST No (Copy of relevant documents to be attached).	
6.	Registration details (Copy to be attached)	
7.	Turnover in last two years 2013-14 2014-15 Attach audited Balance sheet and IT Acknowledgement copy of these two years	Rs Rs
8.	Brief company profile including a write-up on the technical competency to carry out such AMCs of physical fitness equipment	

(Signature & Seal of the Tenderer)

# ANNEXURE – III – FINANCIAL BID

# (A) Rates for One Year of AMC

Group of Equipment*	Onsite Non-Comprehensive Services (without spares) Amount (Rs.)		
(B) Rates for Two Years of AMC			
Group of Equipment*	Onsite Non-Comprehensive Services (without spares) Amount (Rs.)		
(C)Rates for Three Years of AMC			
Group of Equipment*	Onsite Non-Comprehensive Services (without spares)Amount (Rs.)		

Note: \* Details available in Annexure – IV – Group of Equipment

(Signature & Seal of the Tenderer)

# $\label{eq:annexure - IV - GROUP OF EQUIPMENTS} ANNEXURE - IV - GROUP OF EQUIPMENTS$

Sr. No.	ITEM DESCRIPTION	Model No.	Qty	Age of Equipment (As on 31 May 2015)
1	Selectorized Bicep curl	Sports Art A912	2	19 Month 9 days
2	Selectorized Independent Chest Press	Sports Art A915	2	19 Month 9 days
3	Selectorized Independent Shoulder Press	Sports Art A917	2	19 Month 9 days
4	Selectorized Leg Press	Sports Art A956	2	19 Month 9 days
5	Slectorized Independent Lat. Pull down	Sports Art A916	2	19 Month 9 days
6	Selectorized Assisted Chin dip	MAKE SPORTS ART (MODEL NO. NA)	1	19 Month 11 days
7	Selectorized rec. fly/rear deltoid	Sports Art A922	2	19 Month 9 days
8	Selectorized Leg curl	Sports Art A958	2	19 Month 9 days
9	Selectorized leg extension	Sports Art A957	2	19 Month 9 days
10	Smith Machine	MAKE SPORTS ART (MODEL NO. NA)	2	1 no. 21 month 23 days & 1 no. 19 Month 11 days
11	Selectorized cable cross over	MAKE SPORTS ART (MODEL NO. NA)	2	19 Month 11 days & 19 Month 9 days
12	Selectorized back extension	Sports Art A932	1	19 Month 11 days
13	Selectorized Functional Trainer	Sports Art A93	2	19 month 4 days
14	Selectorized Triceps Extension	MAKE SPORTS ART (MODEL NO. NA)	2	19 month 4 days
15	Cross Trainer	Sports Art E870	5	21 month 23 days
16	Upright Bike	Sports Art C532U	5	4 no. 21 month 23 days & 1 no. 19 Month 11 days
17	Recumbent Bike	Sports Art C532R	5	19 Month 11 days
18	Stepper	Sports Art S7100	2	19 Month 11 days
19	Treadmill	Sports Art T631	8	21 month 23 days