



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow 226013

CORRIGENDUM-II

Dated: 18/08/2022

Reference to E-tender **NIT No. IIML/PUR/AMCGYM/09/2022-23 dated 21/07/2022** for "REQUEST FOR QUOTATION (RFQ) FOR "ANNUAL MAINTENANCE CONTRACT OF PHYSICAL FITNESS EQUIPMENT INSTALLED AT GYMNASIUM, IIM LUCKNOW"

- Extension for last date of tender submission:

Last date of Submission of tender	26 th August, 2022 on or before 02:00 PM
Date of opening of Tender	The Tender documents shall be opened on the 29 th August, 2022 at 03:00 PM in the presence of authorized representative of the bidders, if any

Rest terms & conditions of the tender document shall be remains unchanged.

Administrative Officer
Purchase & Stores



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow 226013

CORRIGENDUM-I

Dated: 11/08/2022

Reference to E-tender **NIT No. IIML/PUR/AMCGYM/09/2022-23 dated 21/07/2022** for “REQUEST FOR QUOTATION (RFQ) FOR “ANNUAL MAINTENANCE CONTRACT OF PHYSICAL FITNESS EQUIPMENT INSTALLED AT GYMNASIUM, IIM LUCKNOW”

- Extension for last date of tender submission:

Last date of Submission of tender	18 th August, 2022 on or before 02:00 PM
Date of opening of Tender	The Tender documents shall be opened on the 22 nd August, 2022 at 03:00 PM in the presence of authorized representative of the bidders, if any

Rest terms & conditions of the tender document shall be remains unchanged.

Administrative Officer
Purchase & Stores



भारतीय प्रबन्ध संस्थान लखनऊ
INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
Prabandh Nagar, IIM Road, Lucknow – 226013
Website: www.iiml.ac.in

NIT No. IIML/PUR/AMCGYM/09/2022-23

dated 21/07/2022

REQUEST FOR QUOTATION (RFQ) FOR “ANNUAL MAINTENANCE CONTRACT OF
PHYSICAL FITNESS EQUIPMENT INSTALLED AT GYMNASIUM, IIM LUCKNOW

IMPORTANT DATES

BID INFORMATION:

Estimated Value of the contract	Rs.60,000/-
EMD/Valid MSME Certificate	Rs.3,000/-
Last date and time for submission of tender	11 th August 2022 upto 02:00 PM
Date and time for Opening of Technical Bid	12 th August 2022 at 03:00 PM
Date and time for Opening of Financial Bid	Will be informed later to successful bidders only.
Bid Opening (Venue, Date & Time)	Meeting Room (1 st Floor) Samadhan Building, IIM Lucknow Campus Prabandh Nagar, IIM Road, Lucknow, UP- 226013 Date: 12 th August 2022 Time: 03.00 PM
Bid Validity	120 days from the date of opening of bids.
Name, Designation, Address and other details for Submission of Hard Copy of the bid	The Chief Administrative Officer Room No.101, Samadhan Building Indian Institute of Management, Prabandh Nagar, IIM Road , Lucknow -226013 , Phone :0522 –6696917/6929

A free view of tender is available on the website of the institute (<http://iiml.ac.in>) and CPPP E-publish (<https://eprocure.gov.in/epublish/app>). Interested vendors/agencies/freelancers are requested to download the Tender and submit the duly filled bid with the required enclosures.

Indian Institute of Management Lucknow (IIM Lucknow), Prabandh Nagar, IIM Road, Lucknow-226013 (UP) invites quotations in prescribed Proforma from experienced freelancers / vendors / agencies for Annual Rate Contract (AMC) of fitness / gym equipment installed in Utsav building of the Institute.

1. SCOPE OF WORK

- 1.1 The successful bidder will be required to provide Annual Maintenance (AMC) of fitness/gym equipment installed in the Institute. The list of equipment is provided in **Annexure-IV** for reference. Spares NOT covered under AMC and will be provided by the Institute on recommendations of the successful bidder.
- 1.2 Under this AMC, the successful bidder/its service engineer will be required to make a minimum of 2 visits per month for preventive maintenance services/routine check-up of fitness equipment. Further any complaint registered by the Institute shall be attended within 24 hours without any additional cost.
- 1.3 The period of Annual Maintenance Contract will be initially one year, which may be extended for another 2 years (on yearly basis) depending on the satisfactory performance of the contractor and mutual consent of the both the parties.

2. ELIGIBILITY CRITERIA: Bidders should meet the following eligibility criteria to qualify the tender (Please upload the supporting / relevant documents along with technical bid):

- 2.1 The bidder should possess valid GST registration. (Enclose GST Registration Certificate). This is not compulsory for freelancers.
- 2.2 The bidder should have minimum of five years' experience. (highlight the date of registration in GST Registration Certificate). Enclose one work order for fitness equipment AMC, issued by its client.
OR
Freelancers may enclose experience certificate issued by their employer/clients showing experience of minimum 5 years in maintaining gym/fitness equipment).
- 2.3 The bidder has to submit Technical bid (Part-A) with the technical bid.
- 2.4 The bidder has to submit duly signed and stamped Annexure-I
- 2.5 The bidder has to submit a copy of this tender document duly signed and stamped with the technical bid.
- 2.6 Proof of deposit of EMD / Certificate exemption from EMD shall be submitted along with technical bid.

GUIDELINES TO THE BIDDER

1. Institute invites the quotations in two-bid system (Technical and Financial) for annual maintenance contract for maintenance & Servicing of Gym Equipment installed at IIM Lucknow.
2. Bidder who has downloaded the tender from the Govt. site shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be rejected and EMD would be forfeited.
3. Intending Bidders are advised to visit website of the institute regularly till closing date of submission of tender for any Corrigendum/Addendum/Amendment. All

Corrigendum/Addendum/Amendment will be updated on IIML's website and e-publish portal only.

4. The details of terms and conditions are being given at Technical Bid- Part A and Financial Bid - Part 'B'. The bidder has to fill technical bid (Brief profile).
5. The financial bids of only those Bidders whose technical bids are recommended by competent committee / authority will be opened at later date. The date & time of opening the financial bid will be updated on institute website as well as e-publish portal.
6. The offer of the Bidder shall be valid for 120 days from the last date of submission of bids/revised offer (if any). No Bidder will be allowed to withdraw his bid after submission and during the bid validity period.
7. IIM Lucknow reserves the right to accept/reject any bid in part or full, without assigning any reason whatsoever.
8. Before submission of the bid, 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 bid.
9. In the event of breach of any terms and/or conditions of the contract, Indian Institute of Management Lucknow 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.
10. In case of any dispute, the decision of Indian Institute of Management Lucknow will be final and binding on both the parties. Further dispute, if any, will be settled in the court of law at Lucknow.
11. The Bidder should sign and stamp with official seal on each page of the Tender document and enclosed with the technical bid.
12. Bids which are vague/conditional/incomplete/not conforming to the laid down procedure in any respect will be rejected.
13. Even after approval, if information/facts submitted by a Bidder are found misleading/incorrect/false etc, IIM Lucknow 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 Lucknow will also warrant above penalties.
14. If, after acceptance of the tender, the Bidder fails to take up the job and if, the successful Bidder fails to sign the contract in accordance with terms and conditions of the contract, the EMD/Security Deposit will be forfeited and the bidder may be blacklisted.
15. This security deposit will be released/returned after 60 days of the successful completion of the contract after making deduction towards any fault of the contractor for which deduction was not made from the invoice raised during the contract period.
16. In case of differences arising in the terms and conditions of the tender documents with the firm(s), the decision of IIM Lucknow shall prevail.

17. IIM Lucknow reserves the right to modify/change/delete/add any further terms and conditions prior to actual signing of the agreement
18. **Bid Submission method:** The bidder has to submit his bid, containing technical & financial bids in two different envelopes super scribed “Technical Bid” and “Financial bid”. These two envelope “Quotation for Annual Maintenance Contract of Physical Equipment installed at Gymnasium at IIM Lucknow Campus” with enquiry no and date through speed post/Registered post/Courier services/by hand on or before aforesaid date and time. Enquiry should be addressed to “**The Chief Administrative Officer, RoomNo.101, Samdhan Building, IIM Lucknow Campus, Prabandh Nagar, IIM Lucknow, UP-226013**”
19. **Evaluation of bids:** Technical bids will be evaluated as per the eligibility criteria mentioned in this tender document. The bidders fulfilling the eligibility criteria will be declared as Technically qualified. The Financial bids of only technically qualified bidders will be opened in presence of the tender evaluation Committee (TEC) and technically qualified bidders, interested bidders may attend the opening of bids. The contract shall be awarded to lowest bidder on totality basis.
20. **Earnest Deposit Money:** Bidders are required to deposit an amount mentioned on first page of the tender document. Towards Earnest Money Deposit (EMD) to below mentioned bank account of 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 appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

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

EMD of all unsuccessful bidders will be returned after finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Security Deposit. In case, the bidders provide false or misleading information or make changes in the downloaded document or provide forged document or hide facts relevant to tender / bidder, EMD of such bidder may be forfeited. Such action can be taken at any stage of the bidding process i.e. during or after process.

21. **Performance Security Deposit:** On issue of the work order, the contractor shall submit the Performance Security Deposit for an amount equivalent to 5% of Estimated Annual Tender Value in the form of Demand draft / Fixed Deposit Receipt / Performance Bank Guarantee from any scheduled bank in favour of ‘Indian Institute of Management Lucknow’ payable at Lucknow. In case Page 6 of 16 of FD/PBG, the validity of the Instrument shall for a period of 3 years and 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor’s failure to fulfill any of the obligations under the contract / agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the expiry or termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that the IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of

the contractor to discharge the said services and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor's monthly bill and/or security deposits.

3. Financial bid:

- i. The financial bid / rate quoted by the bidder **must not** be disclosed with the technical bid. Such disclosure will result in cancellation of the bid document.
- ii. GST shall be payable extra (if/as applicable).
- iii. The rates should be mentioned in figures as well as in words. (Erasing / overwriting should be avoided/duly attested by the Bidder.) Taxes, however, should be indicated separately.

4. Payment will be released on monthly basis after satisfactory work done.

5. Penalty: The penalties, shown below may be deducted from successful bidder's pending bills or through forfeiture of performance security:

Sr No.	Nature of Errors / Discrepancies	Penalty amount
01	For not attending the minimum visit no. i.e. 21 visits per month	Deduction would be on prorated basis.
02	For not attending complaints of any AMC equipment(s) within 3 working days after logging or emailing a complaint	5% of the quoted AMC amount (monthly)
03	Breach of any of the conditions of the contract	The amount of penalty will be decided by the Competent Authority, IIM Lucknow. This will be in addition to the above penalties.

The decision of the Institute regarding penalty will be final and binding in deciding the nature of the default

6. **Disclaimer Clause:** IIM Lucknow has the discretion and right at any stage to cancel/add or amend the information, terms, procedure and protocol set in the RFP and the bidder has no claims against such right. The Institute has unfettered right hereunder to terminate the arrangements at any time without assigning any reason whatsoever.

7. **Force Majeure Clause:** Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may be, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements.

The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus, the Force Majeure will free both

parties from contractual obligations / liability when prevented by such events from fulfilling obligations, as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days' notice.

8. **Arbitration and Dispute Resolution:** 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. 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 Lucknow, Uttar Pradesh only.
9. **Jurisdiction of Court:** The courts at Lucknow, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

SELF DECLARATION OF BIDDER
(On letter head of the bidder)
(To be enclosed with Technical Bid)

NIT No. IIML/PUR/AMCGYM/09/2022-23

dated 21/07/2022

I/We have fully understood the 'TERMS & CONDITIONS' containing paras/points as well as Terms and Conditions specified at PART 'A' (Technical Bid) & PART 'B' (Financial Bid) with the bid documents, which are submitted herewith duly signed by me/us on all pages in token of having accepted the same in TOTO and I/We have made my/our offer keeping in view of the terms and conditions.

Further we declare that I/we have never been blacklisted / debarred by any government / PSU / Autonomous Organization.

It is also declared that the information / document provided in response to this RFQ is correct and complete and if the same is found to be false/ misleading, IIM Lucknow reserves the right to cancel the bid, forfeit the EMD/Security Deposit and blacklist the undersigned's firm.

Signature of bidder/representative
With complete address

Place:
Dated:

TECHNICAL BID-Part-A NIT No. IIML/PUR/AMCGYM/09/2022-23 dated 21/07/2022			
PROFILE OF ORGANISATION			
S.No.	Particulars		Page(s) No.
1	Name of the Firm		NA
2	a) Address for correspondence		NA
	b) Name of the contact person		NA
	c) Email Id & Contact number		
3	Year of Establishment/incorporation (Certificate to be attached),		
4	Income Tax PAN/TAN (attach copy of PAN card), if any		
5	GSTIN No (if applicable)		
6	Experience of similar nature of work (minimum 5 years)	YES/NO Enclosed work order/ agreement	

It is declared that the information provided above is complete & true. I understand that in case any information/document provided by the undersigned is found to be incorrect/incomplete/ misleading at any point of time, the bid submitted by the undersigned will stand cancelled and EMD/Security deposit will be forfeited.

Date:

(Signature & Seal of the Bidder)

FINANCIAL BID
Part-B

NIT No. IIML/PUR/AMCGYM/09/2022-23

dated 21/07/2022

(Should be kept in separate envelop with super scribed "Financial bid" and not enclosed with the technical bid)

Name of the Bidder	
Per Annum Charges/Rate in INR quoted for the Annual Maintenance Contract (AMC) for gym/fitness equipment installed in Utsav Building, IIM Lucknow.	Rs. _____ (Rupees _____)

(ii) GST will be extra as applicable.

(iii) Lowest bidder will be decided in the totality basis.

Name and signature of the Bidder
With company seal

LIST OF MACHINES

Sl. No.	Description	Model	Company	Qty.
1	Tread Mill	T-8000 Pro	Johnson	04 nos.
2	Tread Mill	T 50X	Matrix	01 no.
3	Tread Mill	Adventure-2	Harizon	01 no.
4	Recumbent Bike	R1X	Matrix	01 no.
5	Electronic Cycle (Upright Bike)	C8000	Johnson	01 nos.
6	Electronic Cycle (Upright Bike)	Colima II	Johnson	01 nos.
7	Class Cycle	P8000	Johnson	01 no.
8	Cable Cross over machine		Body Charger	01 no.
9	Pulley Machine		Magnum	01 no.