

(An Institute of National Importance, Ministry of Education (Shiksha Mantralaya), Government of India)
Trichy - Pudukkottai Main Road, Tiruchirappalli-620 024 (TN)
Phone: 0431-2505121/5122 | email: purchase@iimtrichy.ac.in

# NOTICE INVITING E-TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GYM EQUIPMENT AT IIM TIRUCHIRAPPALLI

### Tender No. IIMT/2021-22/SA/GYM/32 dated: 27.12.2021

### (E-Procurement)

Details	Date	Time	Venue			
Name of Work/ Service	"Tender for Supply, Installation, Testing and Commissioning of GYM Equipment at IIM Tiruchirappalli"					
Date of issue of Tender Document	27.12.2021	18.00 Hrs. onwards	-			
Pre-bid Meeting	07.01.2022   16.00 Hrs.   I		IIM Trichy through virtual mode. Please refer IIMT website on 07.01.2022 for the zoom link to join the pre-bid meeting.			
Last date of Submission of Tenders	18.01.2022	15.00 Hrs.	-			
Opening of Technical Bid	18.01.2022	15.30 Hrs.	-			
Technical Evaluation (Presentation and Demonstration)	To be informed later					
Opening of Price Bid	To be informed later -					
Tender Document	The tender document can be downloaded from the IIM TRICHY website <a href="https://www.iimtrichy.ac.in/tender-published">https://www.iimtrichy.ac.in/tender-published</a> and Ministry of Education e- Wizard Portal ( <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> )					
Security Deposit (SD) (Refundable)	3% of work order value + 5% value of CMC value to be remitted by the successful Bidder to IIM Tiruchirappalli as SD. The SD amount will have to be remitted to IIM Trichy within seven days along with the letter of acceptance from the receipt of the Purchase Order, failing which the purchase order will stand cancelled.					
Bank Account Detail of IIM Tiruchirappalli	Successful Bidder will be required to remit an interest-free Performance Security Deposit of 3% of the Work Order value + 5% value of CMC value through online mode to IIM Tiruchirappalli, SB A /c. No. 32170808935, IFSC Code: SBIN0071187 of SBI, IIM Tiruchirappalli					
Mode of Submission of Tender	In e-Wizard Portal(https://mhrd.euniwizarde.com/)					



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### **Instructions for Online Bid Submission**

The bidders are required to *submit soft copies of their Bid electronically* on the *e-Wizard Portal* using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (https://mhrd.euniwizarde.com/)

### 1. Registration Process on Online Portal

- a Bidders need to enroll on the e-Procurement module of the portal <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a> by clicking on the link "Bidder Enrolment".
- b. The bidders need to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e- Wizard Portal.
- d. Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token

### 2. Tender Documents Search:

- a. Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b. Once the bidders have selected the tenders they are interested in; they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c. The Bidder should make a note of the unique Tender No assigned to each Tender, in case they want to obtain any clarification/help from the Helpdesk.

### 3. Amendment of Bid Document

- a. At any time prior to the deadline for submission of proposals, IIM Trichy reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.
- b. The Institute may at its own discretion extend the last date for the receipt of bids.
- c. IIM Trichy reserves the right to cancel the Tender without assigning any reason at any stages of evaluation before finalization.



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- d. IIM Trichy also reserves the right to, at any time and in its absolute discretion the following:
  - Accept or reject all bids.
  - To obtain further clarification or supporting documents during the technical bid evaluation.
  - To suspend, discontinue, modify and/or terminate the Tendering process at any time.
  - To reserves the right to modify/change/delete/add any further terms and conditions prior to opening of the Price Bid.

### 4. Assistance to Bidders

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tenderor the relevant contact person indicated in the Tender.
- b. Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/87/89/88/81/90/92/82 011- 49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.03@gmail.com , eprochelpdesk.06@gmail.com
- c. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the Bid (s).
- d. The Bid should be submitted through e-Wizard portal (<a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a>) only.



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## **Notice Inviting Tender**

### **Over View**

- 1. Indian Institute of Management Tiruchirappalli (IIM Trichy), an Institute of National Importance, established by the Ministry of Education (Shiksha Mantralaya), Govt. of India, is the eleventh IIM and was instituted on 4<sup>th</sup> January 2011. More details about IIM TRICHY are available on our website <a href="https://www.iimtrichy.ac.in">www.iimtrichy.ac.in</a>.
- 2. IIM TRICHY invites e-Tender for "Supply, Installation, Testing and Commissioning of GYM Equipment' at IIM Tiruchirappalli".

Service Description	Estimated Value of the Tender (excluding GST)	Interest-free Performance Security Deposit	
Supply, Installation, Testing and Commissioning of GYM Equipment at IIM Tiruchirappalli	Rs. 8,00,000/-	3% of the Work Order value plus 5% value of CMC charges covering five years period	

### **Materials to be Supplied with Specifications**

S. No	Description	n of Items	Units	Quantity	Specification	
1	Dumbbells	4 kg	Nos	4	Cast Iron Core, Rubber head, Hexagonal, Contoured/Textured chrome handle  Dimensions:  5kg - L*W*H – 12*5*4 Inches (+/- 1 inch is ok)  (2 Pair)	
2	]	17.5 kg	Nos	2	Cast Iron Core, Rubber head, Hexagonal,	
3		30 kg	Nos	2	Contoured/Textured chrome handle.	
4		35 kg	Nos	2	(1 Pair Each)	
5	Barbell	3 kg	Nos	2	Cast Iron Core, Rubber surface, Circular in Shape	
6	Weight Plates	2 kg	Nos	2	<b>Dimensions:</b> 2 Inch Ring insert. (1 Pair Each)	
7	High Pulley	Lat Bar	Nos	2	Chrome finish, Rubber grip  Dimensions:  L x W x H - 16 x 2 x 2 Inches	
8	Dual Function Abdo plus Lower back workout station		Nos	1	<b>Dimensions:</b> L x W x H – 104 x 110 x 150 cm <b>Weight</b> – 200 kg <b>Load</b> – 90 kg  Double Rubber Support for feet	
9	Assistant Kneeling Dip		Nos	1	<b>Dimensions:</b> L x W x H - 122 x 136 x 220 cm <b>Weight:</b> 248 Kg <b>Load:</b> 91Kg	
10	Rowing Mac	chine	Nos	1	Dimensions: L x W x H - 239 x 52 x 117 cm Weight: 55 Kg Resistance: Electro Magnetic system Intensity Levels: 16	

Indicative Images of the GYM Equipment for Sl.No 8 to 10 are avaliable in Annexure - X



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### **Eligibility Conditions for Bidders**

- 1. The tendering Agency must fulfil the conditions mentioned in the succeeding paras in order to be eligible for technical evaluation of the Bid.
- 2. The Bidder (s) should be registered with the Goods and Services Tax council for the purpose of Goods & Service Tax (GST). A copy of the GST registration certificate has to be submitted with the tender document. A copy of the GST Registration Certificate, PAN and Bank account details should be submitted along with the Technical Bid. The names appearing on all these documents and the tender document should be the same or linked.
- 3. The Bid shall only be submitted by the Manufacturer or their Authorized Distributors/Dealers of the following brands:
  - a. Nortus
  - b. Into wellness
  - c. Fitness World (Steelflex & Fitness World)
  - d. ACME fitness (BH Fitness, Lexco and Matrix sports & Fitness)
  - e. Afton (Spirit and Stex for Cardio; and Body Solid for Strength Equipments)
  - f. Welcare (Drax for Cardio and welcare for Strength Equipments)
  - g. Stayfit.
- 4. The Bidder (s) should have been a manufacturer or an Authorized Distributors/Dealers of the above GYM Equipment Brands for at least three years as of 30<sup>th</sup> November 2021. Adequate documentary evidence of at least three years of existence as manufacturer/authorized supplier should be submitted with the Technical Bid. Bidder, who do not have the requisite experience, will be rejected.
- 5. The Bidder(s) should have also supplied and installed the fitness equipment in any Government/ Semi Government/Private Institutes and reputed Private/Sports Organizations during the last three years. (Relevant documentary proof like work order / Letter of Intent/ Agreement with verifiable contacts) must be submitted with a technical bid.
- 6. Average Annual Turnover of the bidder should be at least 80% of the estimated cost of the tender during the previous three financial years from 2018-19 to 2020-21. Copies of duly audited Balance Sheet with Profit & Loss accounts are to be submitted as per *Annexure-I* (Technical Bid). The year in which no turnover is shown would also be considered for working out the average. In case the income tax return is yet to be filled for the financial year 2020-21, the copy of the audited or unaudited financial statement authenticated by the CEO or CFO shall be submitted.
- 7. Bidders should be regular in filing Income-Tax returns. A copy of the Income-tax returns filed and audited accounts statement for the last three financial years (2018-2019 to 2020-2021) should be submitted along with the Technical Bid.



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- 8. Quality Assurance Certification for the manufacturer: ISO 9000/9001/9002 or equivalent is essential. In case of Cardio stations (User Safety), assurance certifications like EUROPEAN CE/EN957/ LVD/ EMC also essential (Documentary proof must be submitted along with the technical Bid).
- 9. The Bidder (s) shall provide the equipment manufacturer's guarantee that the product will be covered against any manufacturing and operational defects for at least not less than two years.
- 10. The Bidder (s) should provide documentary evidence regarding the after-sale service capabilities through ongoing valid Comprehensive Maintenance Contracts of the same brand fitness equipment to justify their after sales service capabilities.
- 11. The bidders should not be blacklisted by any department of the Government of India or any State Government and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India. An undertaking to this effect in the Company letterhead duly signed by the owner/partner or both to be enclosed, as per *Annexure-IV*.
- 12. The Bidder should give a self-declaration certificate for acceptance of all terms & conditions of tender documents. A duly completed certificate to this effect is to be submitted as per *Annexure-VI*.
- 13. IIM Trichy does not accept any Chinese product, and thus, the Bidder (s) need to submit the undertaking as per <u>Annexure-IX</u> stating that they are not supplying Chinese products/brands even if the Institute inadvertently mentioned any Chinese products/brands in the Tender. In case any bidder hides the truth and supply the Chinese products/brands, the payment for supplied Chinese items will not be released, and such Bidder (s) will also be blacklisted for the next 10 years.

### **Instructions to Bidders**

### 1. Downloading of Tender Document

Tender Documents are to be downloaded from the Institute's website <a href="https://www.iimtrichy.ac.in/tender-published">https://www.iimtrichy.ac.in/tender-published</a> and <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>. No Tender fee is payable.

### 2. Exemption of Earnest Money Deposit

The bidders are exempted from paying the Earnest Money Deposit (EMD) for this Tender as per the instructions of the Government of India due to the current pandemic situation. If the Bidder (s) withdraws or modify their Bid during the period of validity, or if they are awarded the Contract and they fail to sign the Contract or to submit performance security before the deadline defined in the bid document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.



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### 3. Relationship Certificate

- a) The Bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the Tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited Company by all the Directors of the Company. Due to any breach of these conditions by the Company or firm or any other person, the Tender will be cancelled, and Bid Security will be forfeited at any stage whenever it is noticed, and IIM Trichy will not pay any damage to the Company or firm or the concerned person.
- b) The Company or firm or the person will also be debarred for further participation in the concerned unit.
- c) The near relatives for this purpose are defined as follows: -
  - Members of a Hindu undivided family,
  - Spouse,
  - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- d) The Relationship Certificate (Annexure-VII) needs to be placed in the Technical bid cover.

### 4. Conditional Bids

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications/requirements of the Bidding documents will not be considered.

### 5. Technical Bids Criteria

- i. The technical Bid shall contain all the relevant information which forms part of the technical Bid. The information provided in the technical Bid will be used for understanding and assessing/evaluating the quality of the solution being proposed by the Bidder.
- ii. All the information should be organized in logically structured form and uploaded in PDF Format as a technical Bid with an index. Bidders should comply with the scope of work, eligibility criteria and technical requirements. The detailed formats are attached at <a href="Manexure-I">Annexure-I</a>. The Bidder is to complete the same in all respect and submit accordingly. No deviations are acceptable in <a href="Manexure-I">Annexure-I</a>.

### 6. Price Bid Details

- a Price Bid i.e. BoQ in MS Excel (.xls) format given in Tender to be uploaded after filling all relevant information. The priced BoQ should be submitted strictly as per the BoQ in MS Excel (.xls) format, failing which the offer will be rejected. (renaming or changing the format of BoQ) will not be acceptable.
- b. Tender must be submitted with the rates for all the item(s) of the services involved, and any incomplete tender will not be considered.
- c. The rates quoted by the tenderer should be inclusive of all statutory levies such as customs duty, insurance, packing, freight, transportation up to the site including loading, unloading



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and testing fee, etc. *except GST* and must hold good till the completion of work and shall not be subjected to any escalation. No claim on this account whatsoever shall be entertained at any stage, including the extended period, if any.

- d. The vendor should quote rates in the Price Bid (*Annexure-II*) in MS Excel (.xls) format only; bids indicating rates anywhere else will be rejected.
- e. Arithmetical errors, if any, shall be rectified on the following basis. If there is a discrepancy between the unit price and total price, then the unit price shall prevail, and the Institute shall correct the total price. If the Bidder does not accept the correction of the errors, the Bid shall be rejected.

### 7. Validity of Bids and Rates

- i. All the quoted rates would be valid until the completion of the Contract. No escalation of price whatsoever would be allowed during the currency of the Contract, including an extended period, if any.
- ii. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of the price bid.

### **Bid Preparation**

- a Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the Bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

### **Procedure for Submission of Online Bids**

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the Bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The tender document should be downloaded from the IIM Trichy website <a href="https://www.iimtrichy.ac.in/tender-published">https://www.iimtrichy.ac.in/tender-published</a> and <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>. The Tender needs to be submitted online through MHRD e-Wizard Portal (<a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>).
- c) The Bidder needs to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d) The Bidder should submit the Bid online in two parts viz. *Technical Bid* and *Price Bid*. Technical Bid along with required documents should be in PDF format and uploaded online in Cover-1. *Price Bid in MS Excel ".xls"* format only should be uploaded online in Cover-2.
- e) All the pages of the tender document being submitted must be digitally signed as per the procedures and requirements stipulated herein.
- f) The Bidder (s) shall not make any changes or amendments in the tender document as published



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in the IIM Trichy website and Ministry of Education e-Wizard Portal.

- g) All correspondence and documents relating to the Tender shall be written in English.
- h) No addition or alteration should be made in the tender document.
- i) The tender document should be filled in legible handwriting/printing/typing without ambiguity.
- j) If any correction is necessary in the information provided by the Bidder, the same should be made after scoring out the old entry. In any case, there should not be any overwriting. All the corrections should be attested with the full signature of the Bidder with date.
- k) It is construed that the Bidder has read all the terms and conditions before submitting their offer. An undertaking as given in <u>Annexure-VI</u> to the effect of stating that all the terms and conditions of the Tender have been read and abided by the tenderer shall be furnished.
- l) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.
- m) The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and any alteration of the prescribed tender format will entail outright rejection of the bid application.
- n) Bidders should note that they should submit their price bids in the prescribed format given by IIM Trichy, and no other format is acceptable.
- o) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- p) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- q) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- r) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the Bid no. and the date & time of submission of the bid with all other relevant details.
- s) The off-line Tender will not be accepted, and no request in this regard will be entertained whatsoever.

### 1. Online Bids Submission:

The Online bids (complete in all respect) must be uploaded online in two covers as explained below:

### a. Technical Bid – (Cover 1)

- i. The following documents are to be furnished as a single PDF file by the Bidder (s) along with Technical Bid (Annexure-I), as per the tender document;
- ii. Application form as per Annexure III.
- iii. Copy of PAN and GST Registration.
- iv. Copy of constitution or legal status of the service provider /Sole proprietorship/firm



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Agency etc., like an Attested copy of the deed of partnership, if the firm is a partnership concern. Certificate of Incorporation duly certified in case of Company.

- v. Copy of Dealership Certificate from the Manufacturer for Authorized Dealers.
- vi. Copy of work orders, testimonials / completion / performance certificate from the present and past clients of equivalent order sized (*received in the last three years*) with verifiable contacts need to be attached with the Tender document.
- vii. A copy of Income tax returns filed and audited accounts statement for the last three financial years (2018-2019 to 2020-2021).
- viii. Duly (Digitally) Signed Tender document and its all annexures.
- ix. All other documents mentioned in the tender document, except the Price Bid document.

### b. Price Bid - (Cover 2)

Price bid (As per <u>Annexure-II</u> duly filled and signed) Price must be quoted and uploaded online as per the format specified (MS Excel ".xls" format), failing which Tender shall be rejected.

### **Pre-Bid Meeting**

Pre-Bid Meeting with the intending bidders shall be held through video conferencing on 07.01.2022 at 16.00 Hrs. to clarify doubts that may arise before submitting the bids. The bidders need to send the scanned copy of the letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before 10.00 Hrs., on 07.01.2022 for attending the Pre-bid meeting as per format enclosed vide Annexure-V. Bidders are requested to mail the doubts to purchase@iimtrichy.ac.in, prior to the pre-bid meeting if possible to enable us to clarify the doubts in the pre-bid meeting itself.

### **Opening of Technical & Price Bid**

The technical Bid will be opened by the Tender Opening Committee on 18.01.2022 at 15.30 Hrs. through e-wizard online portal. The price bids of all the technically eligible bidders will be opened. The date and time for the opening of the Price Bid will be informed later through e-wizard online portal. The Institute reserves the right to accept or reject all the offers, including the lowest, without assigning any reason.

### **General Term & Conditions**

- 1. All materials and components supplied under this Contract shall be new and suitable in every respect for reliable operation under tropical conditions.
- 2. All sundry fittings, assemblies, accessories, hardware items, foundation bolts etc. as required and all other sundry which are useful and necessary for proper assembly and efficient working of the various components of the Gym Equipment shall be deemed to have included in the Tender, whether such items are specifically mentioned in the tender documents or not.



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3. GYM Equipment of makes other than 'Makes' mentioned in the Tender document will not be accepted.

### 4. Payment Terms

- a) No advance payment will be made in any case.
- b) The payment will be released after successful completion of Supply, Installation, Testing and Commissioning of Gym equipment.
- c) Payment will be made within 30 days after deducting the penalty amount (if any) on receipt of bills.
- d) TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from vendor's bills.
- e) **Escalation / De-Escalation of Rates**: Not Applicable. The rate should be firm throughout the contract period of three years and any extension thereof.

### 5. Additional Quantity Clause:

IIM Trichy shall exercise an option to procure an additional 50% of the initially contracted quantity in accordance with the same terms & conditions of the present Contract. It will be entirely at the discretion of the Buyer (IIM Trichy) to exercise this option or not.

### 6. Repeat Order Clause:

IIM Trichy shall place the repeat order for the same quantity of the items or less under the present Contract within six months from the date of supply/successful completion of the work, the cost, terms & conditions remaining the same. It would be entirely the discretion of the buyer (IIM Trichy) to place the repeat order or not.

### 7. Penalty Clause

- a) Deficiency/delay in supply/work, will be construed as lapses on the part of the service provider. Such lapses due to the service provider will be viewed seriously and penalties will be imposed on the service provider in case of any delay in providing the required services as covered by this Tender within the stipulated date and timings. IIM Trichy reserves the right to impose the penalty and the quantum of the penalty will be decided in individual cases and decision of the competent authority at IIM Trichy, shall be final and binding
- b) In case of failure to carry out the services to the satisfaction of IIM Trichy as per the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the service provider.

### 8. WARRANTY OF QUALITY

a) The vendor should ensure that the equipment supplied has *at least two years manufacturer's* warranty/guarantee with onsite service as part of it. Any failure in the equipment or a subsystem thereof should be rectified within a maximum period of 10 days of lodging a complaint. Any defect attributable to poor workmanship or use of substandard quality material during manufacturing process must be replaced with new one with free of cost at site by the supplier irrespective of the guarantee/ warrantee clauses between the supplier and his OEM. No additional charges shall be paid to the vendor by the Institute. Warranty certificate for all the equipment's covering warranty period, which will commence from the date of commissioning, should be given at the time of supply of the equipment. In case, the



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firm fails to provide the required services within the specified delivery period, the same services will be obtained from the open market and the difference of cost, if any, will be recovered from Performance Security or from the pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

b) If it is observed at any stage that the quality of the service is not satisfactory, the contract/purchase order as a whole may be terminated and the Security deposit forfeited. Applicable penalties would be levied from all the monies payable to the Service Provider on such termination and the balance amount, if any, would be paid. The decision of the competent authority in the matter of penalties, would be final and binding.

### 9. Performance Security Details

- a) The successful Bidder will be required to remit an interest free Performance Security Deposit of 3% of the Work/Purchase Order value plus 5% value of CMC charges covering five years period through online transfer to IIM Trichy Bank Account mentioned at Page 1 of the tender document, within ten working days from receipt of the work order. The security deposit pertaining to GYM equipment will be refunded to the vendor after 30 days from payment of the final bill.
- b) The SD pertaining to the 5% value of the CMC charges will be proportionately refunded to the contractor every year (from the date of commencement of CMC), after successful completion of each year's CMC service.
- c) Performance Security will be forfeited if the Service Provide fails to perform/abide by any of the terms or conditions of the Contract.
- d) In case, the Service Provider fails to provide the required services within the specified delivery period, the same services will be obtained fthe rom open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

### 10. Delivery and Installation Schedule

- a) The items shall be delivered and successfully installed and commissioned within 21 days from the issue of Purchase Order at IIM Trichy premises.
- b) On completion of the installation, all required tests as specified in relevant specifications & manufacturer's standard shall be performed to the fullest satisfaction of Institute's Sports Committee. Bid rates shall be deemed to have included for testing of the equipment. Tools & plants, other materials and personnel required for conducting tests shall be provided by the contractor.
- c) The Bidder shall provide a detailed training manual that contains tips for the user and safety precautions need to be followed while using of Gym equipment.



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### 11. Inspection:

- a) IIM Trichy shall have the right to inspect and/or to test the goods to confirm their conformity to the Tender's Specifications at no extra cost to the Purchaser.
- b) The Director, IIM Trichy shall be the final authority to reject full or any part of the supply which is not confirming to the specifications and other terms and conditions. No payment shall be made for the rejected Stores. Rejected items must be removed by the Bidders within a week at their own cost and replaced immediately, failing which the Institute (IIM Trichy) may charge demurrage charges as decided at that time.

### 12. Termination of Agreement

This Contract can be terminated giving 60 days' notice by the Institute. The service provider will be required to give three months' notice in writing of their intention to leave or discontinue their service.

Such notice shall specify if all the services or part of the service provided is terminated and the effective date of such termination. Upon receipt of such notice, contractor shall:

- a) Assist IIM Trichy in the maintenance, protection, and disposition of Service in progress, share audit logs/ porting of results, plant, tools, equipment, property, and goods acquired by Service Provider or furnished by Service Provider under this Contract; and
- b) Upon any such termination for convenience, IIM Trichy shall have no liability towards contractor for any damages, including loss of anticipated profits. As its sole right and remedy, contractor shall be paid for services already provided and to be provided till the date of the termination.
- c) The termination of the Contract/Empanelment shall not relieve the contractor of any obligations and liabilities under the Contract.
- d) IIM Trichy may, without prejudice to any other remedy for breach of Contract, terminate the Contract in whole or in parts in the event of the following:
- e) If the Service Provider fails to provide the services as detailed in the Tender within the period (s) specified in the Contract or any extension thereof granted by the Institute.
- f) If the Service Provider fails to perform any other obligation(s) under the Contract.
- g) If the Service Provider is declared insolvent by the competent Court of Law without any notice.

### 13. Signing of Contract:

- a) The successful Bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) within 10 working days from issue of the Work Order along with interest free performance security deposit. In the event of failure on the part of the successful Bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.
- b) The service provider shall not be allowed to change its name after the award of the Contract.



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- 14. Works Site Cleanliness: During the work, the contractor shall always keep the working area and store free from waste or rubbish. On completion of work, he shall remove all debris, additional materials and leave the premises clean to the full satisfaction of the Institute.
- 15. The persons to be deputed by the service provider, being their own employees or otherwise, shall be their sole employees and IIM Trichy shall not have any relation whatsoever with the employees of the service provider. He / She will be fully responsible for their acts, conduct and any other liability. No right whatsoever, much less a legal right shall vest in the Service Provider's employee to claim/have employment or otherwise seek absorption in the Institute nor the Service Provider's employee shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The employee of Service Provider will remain the employee of the Service Provider and this shall be solely the responsibility of the Service Provider to make it clear to their employees before deputing them on work at the Institute.
- 16. Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for Bid shall not be disclosed to bidders or any other persons not officially concerned with such process until the process is finalized.
- 17. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIM Trichy shall block his/ her Tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his Tender liable to rejection.
- 18. Authority of the person signing document: A person signing the tender application or any documents forming part of the Contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIM Trichy may without prejudice to other Civil and criminal remedies cancel Contract and held the signatory liable for all cost and damages.
- 19. In respect of services rendered to IIM Trichy, the Service Provider shall be liable for depositing all taxes, levies, cess, etc. to the concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
- 20. While making payment to the Service Provider, TDS and other statutory deductions will be effected by the Institute.
- 21. The Income Tax (TDS) shall be deducted at prevailing rate from the bills, as amended from time to time in accordance with the provisions of Income Tax Department, and the relevant certificate to this effect shall be issued by IIM Trichy to the Agency.
- 22. In case, the Service Provider(s) fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Trichy is put to any loss / obligation, monetary or otherwise, IIM Trichy shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms. This shall be in addition to the right of IIM Trichy to initiate penal measures against the Service Provider including the termination of the Contract.



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- 23. The Bidder should have requisite licenses from appropriate governmental regulatory bodies for operating the services in India, if applicable. (License documents obtained from Government authorities should be attached).
- 24. <u>Subletting of Work:</u> The firm/agency should not assign or sublet the work/job or any part of it to any other person or party. The Tender is not transferable. Only one Tender shall be submitted by one tenderer.
- 25. Arbitration: In case of any unreconciled disputes between the parties IIM Trichy and the agency/firm to whom the Contract had been awarded, arising out of any of the terms of the Contract Agreement, the dispute shall be referred to a single Arbitrator mutually agreed, as per Arbitration and Reconciliation Act 1996, in Trichy jurisdiction. The decision of the Arbitrator shall be final and binding on the both parties.
- 26. <u>Jurisdiction:</u> All disputes arising out of this Contract shall be subjected to the jurisdiction of Madurai Bench of Madras High Court.
- 27. <u>Last Payment:</u> The last payment of the service provider will be cleared only after obtaining clearance of any liabilities pending of Institute.

### 28. Force Majeure:

- a) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
- b) Force Majeure shall mean fire, flood, natural disaster, or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

# ज्ञानम् अनन्तम्

# INDIAN INSTITUTE OF MANAGEMENT TIRUCHIRAPPALLI

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Trichy - Pudukkottai Main Road, Tiruchirappalli-620 024 (TN)

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# **ANNEXURE – I: (TECHNICAL BID)**

### PROFILE OF THE BIDDER

Sr. No.	Required information		Description
1	Name of the agency / fi	rm /company	
2	Address of the agency /	firm /company	
3	Legal status (Individual, proprietary company, etc.)	, partnership firm, limited	
		Name	
		Designation	
4	Authorized Signatory	Email	
	Details	Phone	
		Name	
	Details of Contact	Designation	
	other than Authorized	Email	
	Signatory	Phone	
5	Month and Year o	f commencement business.	



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Statutory details firm. (as per Shops and Photocopies to be establishment act.).	
6 (Photocopies to be establishment act.)	
(Finotocopies to be establishment det.).	
attached): PAN No. of the Agency	
GST No. of the Agency	
Has your firm/company ever changed its name any	
7 time? If yes, provide the previous name and the	
reasons there for?	
Have you or your constituent ever left the Contract  8 awarded to you incomplete? If so, give name of the	
whates to you me on protect it so, give name of the	
Contract and reasons for not completing the Contract.	
Brief details of Litigations, if any, connected with	
9 related work, current or during the last two years, the	
opposite party and the disputed amount.	
Give details of Termination of previous Contract,	
if any	
Details of bank mandate;	
Name of the Bank	
Name of the Branch	
11 Account No.	
Type of Account	
IFSC Code No.	
(copy of the cancelled cheque should be enclosed)	
Total experience (years/ months)	
Related work in Central Educational	
Institution/Organization:	

Turnover in the relevant field on Contract basis during the last 3 years (from 2018 to 2021). Please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed.

Financial Years	2018-2019	2019-2020	2020 – 2021
Details of Gross Annual Turnover - (Rs. in Lac)			
Average Turnover in last two years	INR	in Lakhs	



contact.

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List of present and past clients in the following format. The information provided will facilitate the evaluation of the Technical Bid (*Please use a separate sheet if required without changing the format*). Please attach client certificate and work orders etc., clearly giving a period of

Sr.	Name of the	Nature or type	Period for	Work	Name and
No.	organization with	of work	which the	order Value	designation of the
	complete postal	undertaken	Contract	INR	contact person with
	address		is/was		Tel. / Mobile No (s),
			awarded		Email ID
1					
2					
3					
4					
5					
6					
7					
8					
9					



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**ANNEXURE-II: PRICE BID - BOQ** 

Price Bid in MS Excel (.xls format) file should be uploaded separately as per the instructions provided in the online submission of Bid



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### ANNEXURE - III: SUBMISSION OF TENDER DOCUMENT

Application Form for submission of Tender Document

The Chief Administrative Officer (i/c), Indian Institute of Management Tiruchirappalli, Trichy-Pudukkottai Main Road, Chinna Sooriyur Village, Tiruchirappalli 620 024.

Subject: Tender for Supply, Installation, Testing and Commissioning of GYM Equipment at IIM Tiruchirappalli.

Reference: Tender Notice published in IIM Trichy website. - *Tender No IIMT/2021-* 22/SA/GYM/32 dated: 27.12.2021

With reference to the tender notice published in above mentioned website, I / We hereby submit my/ our Tender in a required format.

I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations / modifications.

Yours faithfully,	
Signature	
Name	

Seal of agency / Firm / Company



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Phone: 0431-2505121/5122 | email: <a href="mailto:purchase@iimtrichy.ac.in">purchase@iimtrichy.ac.in</a>

### ANNEXURE - IV: UNDERTAKING CERTIFICATE

It is certified that 1,	(name of the person)S/o		
Shrir/o			
am authorized to sign this document on behalf of M/	S		
(the name of the firm / company which is bidding in	n this Tender) and that our firm / company have		
never been blacklisted by any of the Government On	ganization / Agencies in the past and there is no		
criminal case registered against our firm / company or its owner / partners anywhere in India.			
	Name:		
Place:	Designation:		
Date:	Signature:		



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### ANNEXURE – V: LETTER OF AUTHORISATION

### LET ١G

HORISATION FOR AT	TENDING PRE-BID / TI	ECHNICAL BID / PR	RICE BID MEETIN
)			
Main Road, yur Village,			
(date) in the <b>T</b> e	ender for Supply, Instal		_
ons are hereby authorize	d to attend the Pre Bid /	Technical Bid / Price B	Bid meeting for
ntioned above on behalf	of		(Bidder) in
nce given below.			
Name	Designation	Contact No	Specimen Signatures
	appalli Main Road, yur Village, li - 620 024  horization for attendin(date) in the Toment at IIM Tiruchirapy ons are hereby authorized above on behalfunce given below.	appalli Main Road, yur Village, li - 620 024  Anorization for attending Pre Bid / Techn(date) in the <i>Tender for Supply, Instantement at IIM Tiruchirappalli</i> .  The possible of the pre Bid / Antioned above on behalf of	Main Road, yur Village, li - 620 024  norization for attending Pre Bid / Technical Bid / Price(date) in the <i>Tender for Supply, Installation, Testing and Coment at IIM Tiruchirappalli</i> .  ons are hereby authorized to attend the Pre Bid / Technical Bid / Price Fortioned above on behalf of

Alternate Representative

Signatures of Bidder or

Officer authorized to sign the bid Documents on behalf of the Bidder.

### Notes:

- 1. Maximum of **two representatives** will be permitted to attend Pre Bid Meeting / bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.



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### **ANNEXURE-VI: DECLARATION**

I,	(name of the person) hereby declare that I am
authorized to sign this document ar	nd that:
knowledge and belief. I unders given in this application is false/	application are true, complete and correct to the best of my stand that if at any stage, it is found that any information incorrect or that our Agency does not satisfy the eligibility elment is liable to be cancelled/terminated.
2)I understand that the decision ta	ken by the IIM Trichy is final and binding in all matters.
3)I hereby agree to work as per th	e terms and conditions stipulated by IIM Trichy.
	reserves the right to accept or reject and to cancel the Tender prior to the award of the Contract, without detailing any
Place:	Signature:
Date :	Name:
	Designation:



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### ANNEXURE – VII : NEAR RELATIVE CERTIFICATE

(To be given by ALL Directors)

IS/o. Shri
R/o
hereby certify that none of my relative (s) as defined in the tender document is / are employed in IIMT as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIMT shall have the absolute right to take any action as deemed fit / without any prior intimation to me.
Dated:
Signature
Name in block letters of the signatory
In capacity of

### **NOTE:**

- In case of Company / Institution/ Body corporate, a list of all Board of Directors may be submitted along with the Bid.
- In case of Company / Institution/ Body corporate, "Near Relative Certificate" are required by all the Directors of Company / Institution/ Body corporate excluding Government of India /Financial Institution nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.
- In case of Proprietorship firm, certificate will be given by the proprietor.
- For Partnership firm, certificate will be given by all the partners.
- The 'Near Relative Certificate' should be submitted as per Tender



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### **ANNEXURE-VIII: BANK ACCOUNT DETAILS**

Sl. No.	Particulars	Details
1	Name of the Beneficiary	
2	Beneficiary's Bank Account No.	
3	Beneficiary's nature of Bank account	
4	Beneficiary's Bank name	
5	Beneficiary's Bank branch address	
6	Beneficiary's Bank branch code	
7	Beneficiary's Bank branch IFSC Code	
8	Beneficiary's Bank Branch, MICR Code	
9	GST No.	
10	PAN No.	
11	Beneficiary's Address	
12	Beneficiary's Contact No.	



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### ANNEXURE – IX: NON SUPPLYING OF CHINESE PRODUCTS/BRANDS

The Chief Administrative Officer (i/c), Indian Institute of Management Tiruchirappalli, Trichy-Pudukkottai Main Road, Chinna Sooriyur Village, Tiruchirappalli 620 024.

Subject: Tender for Supply, Installation, Testing and Commissioning of GYM Equipment at IIM Tiruchirappalli.

Reference: Tender Notice published by IIM Trichy - Tender No <u>IIMT/2021-22/SA/GYM/32</u> <u>dated: 27.12.2021</u> Dear Sir,

It is certified that I,(name	of	the	person)	S/o	Shri
r/o					
hereby certifiy th	hat I am a	uthorized to	sign this document (the name of the f		
bidding in this tender) and that ou and is not supplying any Chinese of Gym Equipment to IIM Tiruchi	products/bra		_	_	
		Your	s faithfully,		
		Signa	ature		
		Nam	e 		-

Seal of agency / Firm / Company



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### ANNEXURE – X: INDICATIVE IMAGES OF THE GYM EQUIPMENT

# **Assistant Kneeling Dip**

**SPECIFICATIONS** 

Dimensions: L x W x H -

122\*136\*220 cm Weight: 248 Kg

Load: 91Kg





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# **Seated Rowing Machine**

**SPECIFICATIONS** 

Dimensions: L x W x H -

239\*52\*117 cm Weight: 55 Kg

Resistance: Electro Magnetic

system Intensity Levels: 16





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# **Dual Function Abdo Plus Lower Back Workout Station**

**SPECIFICATIONS** 

Dimensions: L x W x H – 104 x 110 x 150 cm

Weight – 200 kg

Load - 90 kg

Double Rubber Support for feet





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### CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER

Sl. No	Covers	Details	Remarks	Tick (√)			
1	(Cover 1)	All the documents and Annexures, except Price	Bid document.				
2	(Cover 2) Only Price Bid documents as per the BoQ MS excel format(.xls)						
3		Registration Certificate is enclosed.					
4	Whether PAN is enclosed.						
5	Whether documents in support of meeting the basic eligibility conditions stipulated in page no 7 and 8 of the Tender document (i.e., proof for experience in similar nature of work, annual turnover, performance certification with verifiable contacts and financial solvency have been enclosed with Technical Bid).						
	_	illed in Technical Bid documents (i.e., <u>Annexure</u> ne related enclosures have been enclosed with the	·				
	<ul> <li>i. Registration/ Incorporation details of the bidding firm/Agency/ Company</li> <li>ii. Documents in support of the Legal Status of the Bidder. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company.</li> <li>iii. Authorization / Power of attorney for signing the tender document</li> <li>iv. Audited Annual Accounts, Income Tax Return and assessment orders for the last three consecutive financial years i.e., 2018-19, 2019-20 &amp; 2020-21. If IT Return is not filled for 2020-21, Audited /unaudited financial statement should be attached.</li> <li>v. Details of completed contracts in the prescribed format during the last three years along with proof with verifiable contacts.</li> <li>vi. Details of ongoing contracts in the prescribed format along with proof with verifiable contacts.</li> </ul>						
6							
	vii. All othe documen	r information/ details/ supporting documents/pat.	coof desired in the Tender				
7	Whether Tech	nical Bid documents as per Annexure-I of the ten	der document is submitted.				
8	Whether Unde	rtaking Certificate as per <b>Annexure-IV</b> to the effect	et that the Bidder had				
8		cklisted by any of the Government Organization /					
9	Whether Letter of Authorization to attend pre-bid and tender opening meetings as per <b>Annexure-V</b> is submitted.						
10	Whether declaration as per Annexure-VI regarding accepting all the terms and conditions of the tender document is submitted.						
11	Near Relative	Certificate as per <b>Annexure –VII</b> is submitted.					
12	Non Supplying	g of Chinese Products/Brands as per Annexure - 1	<u>X</u>				
13	Indicative Ima	ges of The Gym Equipment as per <b>ANNEXURE</b>	<u>- X</u>				
13	Whether Technical Bid documents and all the required enclosures to the Technical Bid are serially numbered and overwriting/ erasures, if any, in the technical Bid duly been signed and endorsed with the seal?						
14	Whether an <b>Index or Table of Content</b> of all enclosures to the Technical Bid has been prepared and attached with the Technical Bid to facilitate quick reference?						
15	Whether Tender documents have been signed with seal in all the pages by the Bidder.						