

HIGH COURT OF UTTARAKHAND AT NAINITAL

E-TENDER NOTICE

Dated: 12.03.2020

This Court invites E-tender for **“Supply, delivery, installation and commissioning of Gym Equipment (INSPIRE Multi Excesses Machine Model: Inspire BL1 & Massage Chair Model: iRelax SL-A80)”** for the use of Hon’ble High Court of Uttarakhand at Nainital, in two-cover system (Technical & Financial) from eligible/reputed/experienced authorised dealers of Viva and Inspire.

The last date of submission of E-tender is **27.03.2020** at 11:00 AM. The details of E-tender documents viz. technical bid and financial bid along with terms and condition of tender can be downloaded from <http://uktenders.gov.in> and our website <http://www.highcourtofuttarakhand.gov.in>.

By order of the Court

**S/d
Registrar General**

HIGH COURT OF UTTARAKHAND AT NAINITAL

E-NOTICE INVITING TENDER

Dated: 12.03.2020

Subject: - E-tender for “Supply, delivery, installation and commissioning of Gym Equipment.

E-tenders are invited for the **“Supply, delivery, installation and commissioning of Gym Equipment (INSPIRE Multi Excesses Machine Model: Inspire BL1 & Massage Chair Model: iRelax SL-A80)”** for the use of Hon’ble High Court from Manufacturing Companies (OEM), reputed authorized Vendors/Dealers, registered, bonafide, reputed, experienced and eligible firms, who have executed at least one similar nature of work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and satisfying all other terms and conditions mentioned in this tender document.

1. Time schedule of tender

SN	Particulars	Date
1.	Date of release of tender	12.03.2020
2.	Document download start date	12.03.2020
3.	Bid submission start date	12.03.2020
4.	Bid submission end date	27.03.2020 (11.00 AM)
5.	Date of Technical Bid opening	27.03.2020; 12:30 PM
6.	Date of Financial Bid opening	Will be informed later

2. Instructions to the tenderers/Submission of Bid:

- A. The complete bid document can be downloaded from e-procurement portal <http://uktenders.gov.in> and from the website <http://www.highcourtofuttarakhand.gov.in>.
- B. The bid documents shall be available online on <http://uktenders.gov.in> w.e.f. **12.03.2020** and the bids shall have to be submitted online on “<http://uktenders.gov.in>”.
- C. The Annexure-I (Technical) and The Annexure-II (Financial/ in BOQ excel sheet) shall be submitted online on or before **27.03.2020**, 11:00 AM.
- D. EMD/Bid security of Rs. 10,000/- (ten thousands only) in the form of **FDR/Unconditional BG** of any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months, shall be submitted.
- E. The cost of bid document (Tender fee) is Rs. 590/- (inclusive of 18% GST) which is non-refundable. The payment against the cost of bid document will be done in form of **demand draft** issued by any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
- F. Tenders (only in the format issued by this office) are to be filled as per the conditions mentioned in the tender form and the bidders have to sign on the acceptance of conditions otherwise bid will be rejected.
- G. The tenderer/bidders are required to upload self attested and scan photocopies of the documents mentioned at **Clause-4**, failing which, their

bids shall be summarily/out-rightly rejected and will not be considered any further.

- H. The tenders received without requisite earnest money and tender fee will be rejected out- rightly.
- I. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, will be uploaded as corrigendum on <http://uktenders.gov.in>, such amendments modification shall be binding on all the prospective bidders.
- J. The firm should not be black listed or terminated in past & the bidders shall have to furnish declaration for the same with a notarized affidavit.
- K. If any of the technical details submitted by the bidder is found false, then the firm will be blacklisted by the department.
- L. The tender received beyond the scheduled date & time shall be summarily rejected.

3. Opening of Bid

- A. Only online submission of bid is permitted, therefore; bids must be submitted online on website: "http://uktenders.gov.in". The bids (Annexure-I/Technical) will be opened online at **12:30 PM on 27.03.2020** by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital.
- B. After opening of the Tender Bid Annexure-1/technical, evaluation shall be done and the bidder shall be evaluated for qualification. The list of the technically qualified bidders shall be displayed on the portal "http://uktenders.gov.in".
- C. The bids (Annexure-II/Financial) of technically qualified bidders will be opened online by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital. Information regarding date and time of opening of Annexure-II/Financial will be informed later.
- D. The bid shall be valid for a period of 120 days from the date of opening of techno-Commercial bid.
- E. Correction of errors – As financial bid shall be submitted online, so no correction shall be allowed after opening of online financial bid.
- F. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of his Bid.
- G. Conditional/unsolicited tenders shall not be considered.
- H. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

4. Eligibility Criteria/Submission of documents:-

- A. The tenderer should have a minimum experience of 01 year in providing similar services in Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies/ Nationalised banks. Possession of valid ISO Certificate in the same field may be an added advantage.
- B. The tenderer must have an average annual turnover of at least Rs. 10 Lac during the last three years i.e. 2018-19, 2017-18 and 2016-17.
- C. The bidder may either be the manufacturer or an authorized dealer. In case of manufacturer, well established & long time authorized dealer, authorized service centre should be in the state i.e. Uttarakhand.

- D. The tenderer are required to submit following original documents/Copies in the office of Registrar General, High Court of Uttarakhand alongwith the Bid.
- i. Signed copy of tender document.
 - ii. Annexure-I (filled).
 - iii. Copy of certified Profit & Loss Account of last three financial years (2018-19, 2017-18 and 2016-17).
 - iv. Copy of PAN
 - v. Copy of GST Registration
 - vi. Certificate that not have been blacklisted by Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies/ Nationalised banks through **notarized affidavit**.
 - vii. Copy of Income Tax Return for the last three financial years (2018-19, 2017-18 and 2016-17).
 - viii. Copy of ISO Certification. (Optional)
 - ix. Documents regarding Experience of 01 years in providing similar services in *Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies/ Nationalised banks*.
 - x. EMD/Bid security of Rs. 10,000/- in the form of FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
 - xi. The cost of bid document (Tender fee) is Rs. 590/-(inclusive of 18% GST) which is non-refundable. The payment against the cost of bid document in form of demand draft issued by any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
 - xii. Authorization Certificate of Original Equipment Manufacturer (OEM) as authorized Service Provider from Original Equipment Manufacturer (OEM) for proposed product.
 - xiii. An undertaking (Self-certificate) that the bidder has not been blacklisted by a Central/State Government institution and there has been no litigation with any government department on account of any issues/services. (To be uploaded in the company's letter head with seal and signature).
 - xiv. Quantity of above said items may be increased/decreased at the time of work order.
 - xv. EMD/Bid security and Tender fee (in original) are required to be submit on or before **27.03.2020 till 11:00 AM** or as per date extension notice given by High Court, either by registered post/courier services or by hand.

5. Scope of Work:

- A. Supply, delivery, installation and commencing of **“Supply, delivery, installation and commissioning of Gym Equipment (INSPIRE Multi Excesses Machine Model: Inspire BL1 & Massage Chair Model: iRelax SL-A80)”** at High Court of Uttarakhand at Nainital.
- B. The bidder shall quote the prices of goods including all taxes, levies or other transportation charges. The prices should be F.O.R. at High Court of Uttarakhand, Nainital.
- C. The prices should be inclusive of supply, delivery, installation and commencing charges, if any.
- D. The entire work will have to be completed by the successful bidder within a period of 07 days from the date of award of work.
- E. The Gym equipments would be required to be supplied with in 07 days from the issue of supply order. Any lost sustained by the department as a result of non-compliance with delivery schedule, questionable quantity of terms and short delivery shall be recoverable from the bidder out of the security deposit.

- F. The Gym Equipments supplied should remain under Warranty period for at least one year.

6. Specifications:

Gym Equipments:-

SN	Item Name	Make	Model
1.	Multi Excesses Machine	Inspire	Inspire BL1
2.	Massage Chair	iRelax	SL-A80

7. Duties and responsibilities:

- A. The bidder should have an authorized service centre or well-established & long time authorized dealer in district Uttarakhand.
- B. To attend the complaints without fail within the shortest possible time and to solve the complaints immediately, in no case shall exceed 24 Hours down time.
- C. To replace all such parts which are damaged and which cannot be repaired to keep the Gym equipments in good working condition.
- D. To use only genuine original spare parts of Viva & Inspire company.
- E. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.
- F. Gym equipments will be supplied, delivered, installed and commissioned at Hon'ble High Court of Uttarakhand, Nainital.
- G. The Gym equipments can be installed by the manufacturer directly or through their authorized dealer/authorized channel partners/distributors. Letter of authorization from the manufacturer/parent company to be enclosed in case of authorized dealer.
- H. Bidder should mention in clear terms that the amount quoted inclusive of Taxes, if it's not mentioned, it should be treated as inclusive.
- I. TDS and any other Govt. levies applicable on bill as per Govt. of India/Uttarakhand Government instructions issued time to time shall be deducted.
- J. The contract can be cancelled at any stage, if the performance is not found satisfactory without assigning any reason.
- K. Service Engineer of the contractor may also be called by the Institute on holidays as per requirement. The person must bear good character and should be well behaved.
- L. The rates should be quoted as per the proforma. Incomplete tender will be rejected, out rightly.
- M. Each paper of tender document must be signed and stamped.
- N. In case two similar rates are received, Hon'ble High Court will make the decision for awarding the work on the basis of recommendation of the Purchase Committee.
- O. No revision of prices shall be entertained after bids have been opened.
- P. Hon'ble High Court will pay no Advance or Security Deposit.
- Q. Manufacture's name, trade Mark or patent no, if any should be specified. Illustrative leaflets giving technical details of items offered should be enclosed wherever necessary.
- R. The Bidder shall provide mandatory an e-mail account in the Tender Application Form (Annexure-I) apart from the telephone numbers of their service agency for lodging of complaints. All complaints shall be attended by the Bidder immediately within 24 hours of lodging (email or telephone), failing which penalty as prescribed in **para 9-Q**, shall be imposed on the Contractor and the decision of the Registrar General, Hon'ble High Court of Uttarakhand shall be final and binding.
- S. The Bidder to look after all types of problems in the air conditioners, which are faced by the end-users.

- T. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

8. Performance Guarantee (Security Deposit):-

The successful Bidder shall give performance security amounting to 10% of the total contractual value in the form of Fixed Deposit Receipt or unconditional Bank Guarantee from a Nationalized Bank/scheduled bank any duly pledged in the favour **Registrar General, High Court of Uttarakhand, Nainital**. Performance Security should remain valid for a period of sixty days beyond the date of completion of all warranty obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry sixty days beyond the date of completion of all warranty obligations. This deposit is liable to be forfeited, if during the period of warranty the services of the contractor are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the High Court of Uttarakhand that the contractor firm may invite upon themselves due to any of the reasons specified above.

9. Other terms and conditions:-

- A. The signed tender document shall be deemed as agreement between High Court and successful bidder.
- B. The Registrar General, High Court of Uttarakhand, Nainital has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.
- C. There is no obligation on the part of the Registrar General, High Court of Uttarakhand, Nainital to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- D. Payment term: 100% on successful and satisfactory installation and on the submission of FDR/unconditional Bank Guarantee of 10% of the total amount from a nationalization/scheduled bank towards due performance of warranty.
- E. Procurement of the complete system and payment will be in accordance with Uttarakhand Procurement Rules 2017 or decisions of Hon'ble Court.
- F. The firm shall have to supply the items at High Court of Uttarakhand, Nainital at its own expenses. No price revision/alternative will be allowed after the receipt of the Bid.
- G. If any item supplied by the firm is found not upto the mark, the items will not be accepted and supplier shall be liable to pay damages and it may be adjusted from the security amount or may be recovered.
- H. The TDS will be deducted as per provisions of the Income Tax Act.
- I. The rates finally approved/accepted by the High Court of Uttarakhand, Nainital shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
- J. Under no circumstances, shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority that has approved the award of the contract.
- K. The Registrar General, High Court of Uttarakhand, Nainital can terminate the bid at any time without assigning any reason. In this respect, the decision of the Registrar General, High Court of Uttarakhand, Nainital will be final and binding on the contractor. The Registrar General, High Court of Uttarakhand reserves the right to

accept or reject any bid in whole or in part without assigning any reasons thereof.

- L. The Registrar General, High Court of Uttarakhand reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the High Court of Uttarakhand, Nainital. The decision of the Registrar General of the High Court of Uttarakhand shall be final and binding on the firm/agency.
- M. The High Court administration will not be responsible for any loss or damage to service provider's material equipments etc.
- N. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations.
- O. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- P. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- Q. Response time, removal of defects etc. must be as under, failing which, penalty mentioned there against shall be levied against the vender(s).

Response time		Removal of defects		Extension of time with cogent reasons in writing	Beyond extended time
Not exceeding (From the time of receipt of complaint)	Failing which penalty @ per day per complaint per machine	Within	Failing which penalty @ per day per complaint per machine		
24 Hour	Rs. 200/-	72 Hours	Rs. 200/-	Upto 24 Hours with penalty	Making available standby (of same configuration) + enhancement of penalty to Rs. 500/- per day per complaint per item from 2 nd day onwards.

- R. In this regard, the decision of the Registrar General shall be conclusive and binding on the service provider.
- S. The Registrar General, High Court of Uttarakhand, Nainital reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Registrar General shall be binding on the tenderer.
- T. The Registrar General, High Court of Uttarakhand, Nainital reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Annual Maintenance Contract.
- U. Any condition or term in the bid of the successful bidder, which is against the basic scope & nature of work or this tender notice or is against principles of Procurement Rules or is against the common rules of business, shall be termed as void ab-initio.

S/d
Registrar General
High Court of Uttarakhand, Nainital

ANNEXURE-I

Techno-commercial Bid

Tender for “Supply, delivery, installation and commissioning of Gym Equipment (INSPIRE Multi Excesses Machine Model: Inspire BL1 & Massage Chair Model: iRelax SL-A80” for the use of Hon’ble High Court of Uttarakhand at Nainital.

SN	Description	Indicate also page no. where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please Specify As To Whether tenderer is Sole Proprietor/Partnership Firm/Private or Limited Company	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address	
5.	E-mail address	
6.	Certified Profit & Loss Account of last 03 Financial Year’s (2018-19, 2017-18 and 2016-17) (attach copy)	
7.	PAN Card (attach copy)	
8.	GST Registration (attach copy)	
9.	Previous 03 Financial Year’s Income Tax Return. (attached the copy) (2018-19, 2017-18 and 2016-17) (attach copy)	
10.	Valid ISO Certificate (Optional) (attach copy)	
11.	Annual Turnover during last 03 years (attach copy): 2016-17 _____ 2017-18 _____ 2018-19 _____	
12.	Experience Certificates/work orders of 01 years in supply in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies with regard to Air conditioner (attach copy)	
13.	Details of Bid Security/Earnest Money Deposit: a. Amount: b. FDR or unconditional Bank Guarantee no.: c. Date of issue: d. Name of issuing Bank:	
14.	Details of Tender fees deposit: a. Amount: b. Demand Draft no.: c. Date of issue: d. Name of issuing Bank:	

15.	OEM Certification (Optional) (attach copy)	
16.	Certificate undertaking that bidder has not been blacklisted (through notarized affidavit) (attach copy)	
17.	Signed Copy of tender document	
18.	An undertaking (Self-certificate) that the bidder has not been blacklisted by <i>Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies/ Nationalised banks</i> and there has been no litigation with any government department on account of any issues/services. (To be uploaded in the company's letter head with seal and signature). (attach copy)	
19	Warranty of Equipment	

Signature of the Tenderer with Seal

Declaration by the Bidder:-

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

Previous experience(s) of the services provided by the Agency to the Govt./Semi-Government Department and reputed/Ltd. Companies (minimum three years experience is essential)				
S.N.	Name	Contract Amount (in Rs.)	Period	Status

It is certified that the particulars given above are true to the best of my/our knowledge/behalf and I/We have read terms/conditions and duties/responsibilities of the Technical Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation(s).

Date:
Place:

Name & Signature of the
Authorized Signatory of the Agency
(with Seal of the Agency affixed)

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK/DISCLOSE any information of the High Court of Uttarakhand to any other institutions/organizations.
2. The rate of TAXES/DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The proposal/tender offered by our firm shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We shall not disclose any information/data of the High Court to any other third party.

Authorized Signatory
(Seal of the Company)

ANNEXURE-II

Financial - Bid

Tender for “Supply, delivery, installation and commissioning of Gym Equipment (INSPIRE Multi Excesses Machine Model: Inspire BL1 & iRelax Massage Chair Model: iRelax SL-A80)” for the use of Hon’ble High Court of Uttarakhand at Nainital.

SN	Particular	No. of units	Unit Price (in Rs.)	Total Price (in Rs.) (Including all taxes & F.O.R)
1.	INSPIRE Multi Excesses Machine Brand: INSPIRE Model: Inspire BL1	01		
2.	Massage Chair Brand: iRelax Model: iRelax SL-A80	01		

“Supply, delivery, installation and commissioning of Gym Equipment (INSPIRE Multi Excesses Machine Model: Inspire BL1 & Massage Chair Model: iRelax SL-A80)”

Note:

1. The aforesaid quantity may be increase/decrease at the time of work orders.
2. All Duties/Taxes are to be mentioned by the contracting Firm.

All the terms and conditions of the tender for purchasing of Supply, delivery, installation and commissioning of Gym Equipment (INSPIRE Multi Excesses Machine Model: Inspire BL1 & Massage Chair Model: iRelax SL-A80 for the use of the Hon’ble High Court are acceptable to me.

Signature of Contractor with Seal