

HIGH COURT OF MADHYA PRADESH, JABALPUR

SHORT NOTICE INVITING TENDER

Sealed tenders are invited for the supply and installation of Gym and Fitness Equipments for the fitness center at Madhya Pradesh State Judicial Academy as per the specifications, terms and conditions mentioned in the tender document. The sealed tender complete in all respect addressed to the ***"Registrar General, High Court of Madhya Pradesh, Jabalpur"*** must be submitted latest by **26th March, 2018 before 3:00 P.M.** The Tender shall be opened on **26th March, 2018 at 3:30 P.M.** The tender document with details of specifications, terms and conditions is available on the official website of the High Court www.mphc.gov.in and Government tender portal www.tenders.gov.in.

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

TENDER DOCUMENT FOR PURCHASE OF GYM AND FITNESS EQUIPMENTS

No.:Reg(IT)(SA)/2018/381

Date:05-03-2018

INVITATION OF THE BID

SCOPE OF THE WORK:

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed bids for the supply and installation of Gym Equipments at the Fitness center at Madhya Pradesh State Judicial Academy as per the specifications mentioned in the tender document from the reputed manufactures (OEM) or their authorized dealers or service providers.

DETAILS OF THE BID

- i) Last date and time of receipt of bid:- **26th March, 2018 before 3:00 P.M.**
- ii) Date and time of opening of bid:- **26th March, 2018 before 03:30 P.M.**
- iii) Place of submitting of bid and address for communication:- **“Inward / Receipt section” of the High Court of Madhya Pradesh, Jabalpur**

BIDDING PROCEDURE

The prescribed tender document consisting of technical details along with earnest money deposit of Rs. 10,000/- (Rupees Ten Thousand Only), tender fees of Rs. 1000/- (One Thousand only) and financial details sealed in a single envelope, super scribing **“Tender for the supply and installation of Gym and Fitness Equipments for the Fitness center at Madhya Pradesh State Judicial Academy”** addressed to the **“Registrar General, High Court of M.P., Jabalpur”** to be submitted before due date and time.

The Bid shall be accompanied by a demand draft of Rs. 10,000/- (Rupees Ten Thousand Only) as earnest money deposit drawn in favour of the ***“Registrar General, High Court of M.P., Jabalpur”*** and tender fees of Rs. 1,000/- (Rupees One Thousand Only). Bids received without EMD, tender fees or not fulfilling the prescribed conditions will be summarily rejected and decision of the Registrar General, High Court of M.P., Jabalpur in this regard shall be final and binding.

Authorized signature of the Tenderer with seal

Note :

1. Fax/Telex/email and incomplete offers will be rejected.
2. The Registrar General, High Court of M.P., Jabalpur has the full right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.
3. The number of Gym Equipments may be increased depending on final requirement.

CHAPTER-1

INSTRUCTIONS TO BIDDERS

1. The tender document will form an integral part of the Contract to supply the gym equipments.
2. The tender document can also be directly downloaded from the website www.mphc.gov.in and www.tenders.gov.in. No editing, addition/deletion of the matter is permitted, If such action is observed at any stage, such tenders are liable for outright rejection.
3. Only enclosed formats as provided in original should be used. All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory. Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed tender document consist of EMD, Technical and financial details, sealed in a single envelope superscribing **“Tender for the supply and installation of Gym and Fitness Equipments for the Fitness center at Madhya Pradesh State Judicial Academy”** .
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.
6. Tenderer has to submit earnest money deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) and tender fees of Rs. 1,000/-. Tenders received without EMD and tender fees shall be summarily rejected. The EMD shall be refunded (without interest) after the execution of the contract. The earnest money shall be deposited by way of crossed Pay Order/Demand Draft/Bank Guarantee in favour of the “Registrar General High Court of M.P., Jabalpur”.
7. The Registrar General, High Court of M.P. reserves the right to forfeit the EMD amount on non-acceptance/non-compliance of

- offer in full or part or if it is found that tenderer has misrepresented in any way.
8. Gym and Fitness Equipments can be supplied by the manufacturer directly or through their authorized dealer/authorized channel partners/distributors/service providers.
 9. The bidder shall quote the prices of Gym and fitness Equipments including all taxes, levies, transportation charges, labour and fixture charges. No price revision/alternative will be allowed after the receipt of the Bid.
 10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
 11. Any conditions/terms given in the bid by vendors shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
 12. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
 13. The bidder should quote only for the specific brands/models giving details of make, brand, model number etc.
 14. The cost quoted should include the cost of installation and training etc. on site.
 15. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. **All relevant product literature to be enclosed along with the bid document.**
 16. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.

CHAPTER-2

CONDITIONS OF CONTRACT

1. Tenderer should have at least 03 years of experience in the sales, service and support of Gym and Fitness Equipments.
2. The Equipments as per the specifications needs to be delivered and installed in the Madhya Pradesh State Judicial Academy, Jabalpur.
3. To assist the examination, evaluation and comparison of bids Registrar General, may at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
4. Tenderers should enclose copies of valid registration of **GST, PAN No. etc.**
5. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.
6. **Delivery Period : Maximum Four weeks from the date of purchase order.**
7. The successful tenderer will have to furnish the Contract Form and unconditional Bank Guarantee to the High Court of M.P., Jabalpur (as per the Proforma approved by Registrar General) within 15 working days of issue of Purchase Order, failing which the purchase order may be cancelled and EMD shall be forfeited.
8. The successful tenderer will have to adhere to the delivery schedule strictly. The Registrar General, High Court of M.P., Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with next successive bidder. The Successful Tenderer, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Original Equipment manufacturer, which are beyond their control at any time before the final acceptance signoff, shall immediately inform the Registrar General in writing, about the causes of the delay and tentative duration of such

delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

9. Payment term: 100% on delivery and installation.

10. **Warranty:-**

(a) Gym and Fitness Equipments should be under three years free on-site comprehensive warranty and support from the date of installation, including free provision of spare parts, kits as and when required.

(b) On completion of the Warranty period, the unconditional Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of three year for all the items. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.

11. Security Deposit (SD): SD will be **10%** of purchase order value, the security deposit can be in the form of unconditional Bank Guarantee of nationalized bank/scheduled bank for a period of 36 months.

12. The Registrar General, High Court of M.P., Jabalpur reserve the Right to accept or reject any offers without assigning any reason thereof and to amend the terms and conditions before award of the contract.

13. **The supplier has to provide training on operation of Gym and Fitness Equipments to the officials of MPSJA. In addition to above, vendor would also provide onsite training to end-user at the time of installation of equipment.**

14. Any disputes arising out of this tender will be under the Jurisdiction of Court of Jabalpur only.

15 RIGHTS OF THE REGISTRAR GENERAL, HIGH COURT OF M.P., JABALPUR:

- 15.1 The Registrar General, High Court of M.P. reserves the right to accept or reject any or all the tenders in part or full, without assigning any reason whatsoever.
- 15.2 The Registrar General, High Court of M.P. is not bound to accept the lowest tender.
- 15.3 The Registrar General, High Court of M.P. reserves the right, to award the work to one or more bidders.
- 15.4 The Registrar General, High Court of M.P. reserves the right to terminate the contract at any time by giving an intimation in writing without assigning any reason.
- 15.5 In case of violation of terms and conditions of the contract or unsatisfactory supply of material, the Registrar General, High Court of M.P. reserves the right to terminate the contract by giving intimation to the supplier/contractor and forfeit the security deposit. In this case the firm will be blacklisted.
- 15.6 Bidder must acknowledge that he has understood all the terms and conditions mentioned in the Tender document and sign on each page of Tender document in acknowledgement of this.
- 15.7 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the tender document at the time of execution of the Contract.

16 LIQUIDATED DAMAGES (LD):-

If the Successful Tenderer fails to deliver Gym and Fitness Equipments or to perform the services within the time period(s) as mentioned in tender document. The Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Registrar

General, High Court of Madhya Pradesh may consider termination of the contract.

17 ARBITRATION:-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice, High Court of M.P. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

**Signature of the Bidder
(With office seal and full address)**

**REGISTRAR GENERAL
HIGH COURT OF M.P.,**

Name:

Capacity in which signed:

Date:

FORM: - 1

BIDDER DETAILS

S.No.	Description	Indicate also page number 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.	Copy of PAN Card, Copy of previous 3 Financial Year's Income Tax Return.	
7.	GST registration	
8.	Experience Certificates / details of 3 years in supplying the Gym Equipments to the office of Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/Organizations.	
9.	Details of Bid Security/Earnest Money Deposit (Rs. 10,000/-): a) Amount: b) Demand Draft. c) Date of issue: d) Name of issuing Bank:	
10	Tender fees of Rs. 1,000/-	

BID FORM (1 sheet)

Tender No. :

Date :

To,

**The Registrar General
High Court of M.P.,
Jabalpur (M.P.)**

Respected Sir,

1. Having examined the conditions of the contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply of Gym and Fitness Equipments for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject

any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

Dated this day of 2018

Name and Signature

In the capacity of

**Duly authorized to sign the bid
for and on behalf of**

Witness

Address

Signature

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of High Court of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
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 Gym Equipments offered 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 and agree to abide by them.

Authorized Signatory

(Seal of the Company)

Technical Bid

“Annexure –A”

Gym and Fitness Equipment's should be quoted with

Make:..... and Model:.....

S No.	Items / Details	Minimum Specification	Nos.
1	Chest Press Multi Use (Fully Commercial)	Reputed Make	1
2	Scott Stand (Fully Commercial)	Reputed Make	1
3	Biecep Curl Machine (Fully Commercial)	Reputed Make	1
4	Leg Extension Machine (Fully Commercial)	Reputed Make	1
5	Vibrator	Loading capacity 150KG	2
6	Gym Stool (Jump Box Step Up Stool Adjustable Cross fit Workout Training)	Reputed Make	4
7	Dips Stand	Reputed Make	2 Pair
8	Push up Bar Stand	Reputed Make	1
9	Standing Twister	Loading capacity 150KG	1
10	Sitting Twister	Loading capacity 150KG	1
11	Sweat Gym Towel	Breathable Cotton	50

Financial Bid (Price Schedule)

Prices should be quoted in Indian Rupees inclusive of all taxes, installation charges, freight, etc.

Price should be quoted with three years onsite comprehensive warranty and support and should be on-site at State Judicial Academy., Jabalpur.

Name of the Bidder:

Specify Make:

Model:

S No.	Items / Details	Unit Price (Rs.)	GST Taxes / Duties	Total cost	Approximate number	Total value in Rupees.
1	2	3	4	5=(3+4)	6	7= 5x6
1	Chest Press Multi Use (Fully Commercial)				1	
2	Scott Stand (Fully Commercial)				1	
3	Biecep Curl Machine (Fully Commercial)				1	
4	Leg Extension Machine (Fully Commercial)				1	
5	Vibrator				2	
6	Gym Stool (Jump Box Step Up Stool Adjustable Cross fit Workout Training)				4	
7	Dips Stand				2 Pair	
8	Push up Bar Stand				1	
9	Standing Twister				1	
10	Sitting Twister				1	
11	Sweat Gym Towel				50	

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email : _____

Place:

Date: