

HIGH COURT OF UTTARAKHAND, NAINITAL

TENDER NOTICE

Dated: June 11, 2012

Subject: - Tender for installing Gymnasium equipments

This Court invites sealed tender from eligible/experienced vendors for supply and installation of Gymnasium equipments for establishment of Health Club in the High Court of Uttarakhand at Nainital.

Interested parties may receive the terms & conditions of supply and specification of Gymnasium equipments from the Nazarat Section of the High Court, Nainital on any working day in office hours from 25.06.2012 to 06.07.2012 . The details are also available on our website <http://www.highcourtofuttarakhand.gov.in>

The tender alongwith Earnest Money must reach in the office of Registrar General by 3.30 PM on or before 16.07.2012 and tenders will be opened at 04.00 P.M. on the same day. The tender received beyond the scheduled time shall be summarily rejected.

By the Order of Court
Sd/-
Registrar General

1. Instructions to the tenderers:

Sealed tenders are invited in two bid system (technical and commercial) from reputed manufacturers/firms/dealers/distributors/agencies for supply and installation of the gymnasium equipments as per specification given for establishment of a health club in the High Court of Uttarakhand at Nainital.

Interested parties may submit their tender's alongwith the Earnest Money and catalogue/C.D. to ascertain the quality/comparison of the equipments to be supplied during technical bid. The commercial bid will be submitted in a sealed envelope marked '**COMMERCIAL OFFER**' and technical bid in a separate sealed envelope marked '**TECHNICAL OFFER**'. The sealed envelope containing technical and commercial bids be addressed to '**Registrar General, High Court of Uttarakhand at Nainital**' Superscripting thereon '**TENDER FOR HEALTH CLUB**'. Tender must reach in the office of the Registrar General by 3:30 p.m. on or before 16.07.2012. Tenders will be opened at 4:00 p.m. on the same day.

The tender received beyond the scheduled time shall be summarily rejected and the Court reserves the right to accept or reject any or all tenders without assigning any reason. The details of tender may be seen on our website <http://www.highcourtofuttarakhand.gov.in>. If the vendor(s), so desire, they may also obtain the details from the Management Office of the Court on any working day between 3:00-4:00 p.m.

2. Eligibility Criteria:-

- A.** The Agency/firm applying should possess Income Tax PAN & TIN No. and Service Tax Account No. The Agency should have a experience for supply & installing of Gymnasium Equipments in Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies.
- B.** Copies of the following documents should be submitted along with the bid:-
 - a. Audited Profit & Loss Account of last three financial years.
 - b. Service Tax Certificate.
 - c. Income Tax PAN No.
 - d. TIN No.
 - e. Income Tax Return for the last three financial years.
 - f. Latest Service Tax Return.

- g. Documents regarding Experience of installing Gymnasium Equipments in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies.
- h. The Earnest Money Deposit (EMD) of ₹ 10,000/- (**Rupees ten thousand Only**) through a Demand Draft/Pay Order /unconditional Bank Guarantee.
- b. Registration of Commercial Tax Department.

3. Evaluation of Bids:-

- A. The Techno-Commercial Bid and price Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- B. Filling up of all the columns in Techno-Commercial Bid and Price Bid is compulsory.

4. Earnest Money Deposit:-

The Tenders should be accompanied by Earnest Money Deposit (EMD) of ₹ 10,000/- (**Rupees ten thousand Only**) in the form of Account Payee Demand Draft/Fixed Deposit Receipt or unconditional Bank Guarantee from any of the nationalized/scheduled banks in an acceptable form drawn in favour of Registrar General, High Court of Uttarakhand, Nainital without it the Tenders will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract.

5. Performance Guarantee (Security Deposit):-

The successful Bidder shall give performance security in the form of Account Payee Demand Draft or unconditional Bank Guarantee from a Nationalized Bank amounting to 10% of the total contractual value in favour of the Registrar General, High Court of Uttarakhand, Nainital. Performance Security should remain valid for a period of one year beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract 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 strict legal action by the High Court of Uttarakhand that the contractor firm may invite upon themselves due to any of the reasons specified above.

6. Details of Gymnasium Equipments:-

SN	Items name	Specification	Quantity
1.	Tread Mill	Maximum Peak power should be atleast 3.5 HP, 1-20Km/hr. and incline minimum 15%, Dimension 22" x 62" running surface or more.	2 nos.
2.	Recumbent bike	Self generating power Resistance level 18 or more, electromagnetic	2 nos.
3.	Upright bike	Self generating power Resistance level 18 or more, electromagnetic	2 nos.
4.	Multi Gym	four in one work Stations consisting of upper body unit, lower body unit, leg press unit and cable cross over unit.	1 no.
5.	Stepper machine	Resistance level 18 or more.	2 nos.
6.	Twisters		2 nos.
7.	Dumbles	Imported Rubberized 1 Kg, 2 Kg, 5 Kg & 10 Kg	4 each
8.	Rubber matting		Per sq. feet
9.	Gym ball		1 no.
10.	Abdominal Crunch machine		2 nos.
11.	Weighing scale		1 no.
12.	Skipping rope		2 nos.
13.	Leg extension and leg curl Exercise unit.		2 nos.
14.	Yoga mats		10 nos.
15.	Commercial Massage Chair		1 no.

7. Other terms and conditions:-

1. The 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.
2. 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.
3. The firm shall have to supply and installation of requisite items within a period of 1 month from the date of order. In case of failure, the Court shall have a right to take appropriate action including cancellation of order and forfeiture of security.

4. The firm shall have to supply & install the items at High Court, Nainital at its own expenses.
5. No alternative options will be given by the vendor.
6. The Gymnasium equipments are to be installed at a site in the High Court Campus as selected/ approved by the Court
7. Quantity of Gymnasium equipment may increase or decrease.
8. The successful vender shall have to appoint the trained/experienced trainers (one male & one female) for the period of one year, charges of trainers to be separately mentioned in the Tender Notice.
9. The firms are required to attach the catalogs of items and also to mention trademark/name of manufactures/validity, failing which tenders will not be considered.
10. If any item supplied by the firm is not found upto the mark, the items will not be accepted and supplier shall be liable to pay 5% of cost of items as damages and it may be adjusted from the security amount or shall be recovered.
11. In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Uttarakhand, Nainital attributed to the Contractor, the High Court of Uttarakhand will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.
12. A surprise check shall be conducted by the Registrar General or any officer deputed by Registrar General of the Court to ascertain the performance of the equipments.
13. The rates finally approved/accepted by the Court shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
14. 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 who has approved the award of the contract.
15. The successful Tenderer will be required to furnish security deposit amounting to 10% of the contractual value within 15 days from the date of acceptance of tender and issue of letter of acceptance/Intent The security deposit shall be in the form of FDR through any nationalized bank in favour of the Registrar General, High Court of Uttarakhand, Nainital or unconditional Bank Guarantee of any Nationalized Bank of equal amount. The security deposit money / unconditional Bank Guarantee will be refundable only after the expiry of the contract. The security deposit will be

forfeited, if the vendor services are found to be unsatisfactory in any respect, during the period of contract.

16. The contract can be terminated by the Court at any time without assigning any reason. In this respect, the decision of the Court will be final and binding on the contractor. The Court reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
17. The bills in triplicate for installation prepared on the basis of rates will have to be submitted in favour of the Registrar General, High Court of Uttarakhand, Nainital for effecting payment.
18. The job carried out shall be to the satisfaction of the Court, failing which deductions @ 10% of the total contractual amount shall be made. Depending upon the severity of negligence, the Court 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 Court shall be final and binding on the firm/agency.
19. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
20. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
21. The firm should have experience in the field of installation of Gymnasium Equipments in the Government Ministries/Departments/Semi-Government organizations including public sector undertaking.
22. The Court 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/ or the service rendered by the contract firm is found to be unsatisfactory. The decision of the Court shall be binding on the Contractor. Contract can also be terminated at any point of time if the above mentioned work is no more required.
23. The Court reserves the right to vary, amend or alter any terms and conditions of the Tender Document.
24. If any extra work other than above-mentioned work is needed for installation of Gymnasium equipments or any work that is not needed, should be clearly mentioned in the tender.
25. All the preparatory works required (regarding construction) for the installation should be clearly mentioned in the Tender and cost of the same should be included, as that will be done through this office.

26. The Company has to give free service maintenance for one year after installation of the Gymnasium equipments.
27. The contracted firm will have to attend the calls/complaints at its own expenses if they fail to do this, penalty will be imposed of ₹ 2,000/- (rupees two thousand only) on the each call/complaint it will be deducted from the Security Deposit.
28. Company/firm shall also submit an Agreement for Maintenance Contract for a period of five year after expiry of free maintenance period.
29. All disputes shall be subject to jurisdiction at Nainital.

Sd/-

(REGISTRAR GENERAL)

HIGH COURT OF UTTARAKHAND

NAINITAL