

BID DOCUMENT

FOR

Supply of Gym items

At

National Law University, JODHPUR

Total Number of pages: - 01 to 13

S.no	Particulars	Details
1.	Name of the firm	
2.	Complete address	
3.	Email ID OF FIRM for correspondence	
4.	Mobile Number	
5	Authorized signatory	
6	Permanent account number (PAN)	

Check List of Documents:-

S.No	Particulars
1	Filled in bid document duly signed and stamped at the bottom of each page.
2	Technical bid in Annexure B in sealed cover super scribed as “Technical Bid” with all required parameters mentioned in page No. 11 to 17,AnnexureA,and D
3	Price bid in Annexure C in separate sealed cover super scribed as “Financial Bid”
4	Declaration in lieu of earnest money in Annexure “D”
5	Attested copy of the Income Tax PAN card of the company/ Firm
6	Copy of valid Registration of company/ firm
7	Copy of valid GST Registration of company/ firm
8	Notarized self certification for not being debarred/blacklisted as per Annexure “A”.

DETAILS OF TENDER CALL NOTICE

Sealed bids are invited for Supply of **Gym items** at National Law University, Jodhpur.

S.No	Item	Quantity
1	Supply of Gym items at National Law University, Jodhpur.	As mentioned in schedule 'A' given here in under

SCHEDULE 'A'

S.No	Equipment	Qty.	Preferred Brand and Model (if any)
1.	Cross Trainer	1	Aero fit AF 244 EL
2.	Treadmill	1	Aero fit AF 214
3.	Adjustable incline and decline bench	1	Aero fit
4.	Smit Machine	1	Aero fit AF 7820
5.	Kettle bells: a) 2Kg b) 4Kg c) 6Kg d) 8Kg e) 10Kg f) 12Kg	1 pair each	USi
6.	Olympic Weight Plates a) 5Kg b) 10Kg c) 15Kg d) 20Kg	1 pair each	USi
7.	Climbing Rope	1	USi
8.	Battle Ropes (50 ft.)	1	USi
9.	Paralette Bars	1	USi
10.	Karabiners (S-Hook)	4	-
11.	Olympic Rods a) 3 feet b) 7 feet	1 each	USi
12.	Hex Trap Bar (for deadlifts)	1	USi
13.	Stirrup Handles	1 pair	-

14.	Barbell Cushions	2	-
15.	Punching Bag (5 feet)	1	USi
16.	BOSU Ball (with strap and air pump)	1	-
17.	Polymeric Boxes a) 6 inch b) 12 inch c) 18 inch d) 24 inch e) 30 inch	1 each	USi

Bid document for the above work can be obtained from the office of Registrar NLU, Mandore Road, Jodhpur, Rajasthan on all working days in between 10.00 A.M. to 5.00 P.M.. The bid documents can also be downloaded from University's Website (www.nlujodhpur.ac.in/tenders.php).

Bids will be received up to 3.00 P.M. of 23/05/2022 and the technical bid will be opened on the same day at 3.30 P.M in presence of the bidders or their authorized representatives if any. Opening date and time of financial bid shall be communicated subsequently after assessing the suitability and eligibility of the bidders.

1. Scope of Work:-

- 1.1 Supply of Gym items at National Law University, Jodhpur.
- 1.2 Successful bidder shall be required to supply the ordered items within 30(Thirty) days from the date of work order.
- 1.3 It will be responsibility of the successful bidder to deliver and installation of all the items at NLUJ campus at his own expenses.

2. Eligibility Criteria

The bidding concern must fulfill all the following criteria for techno-commercial qualification of the tender.

- 2.1 The Bidder should be registered under Indian law as a business entity. (attach document)
- 2.2 The Bidder must have valid PAN, GST, and SSI or Udyog Adadhar number. (attach document)
- 2.3 The firm must not have been debarred / blacklisted by any Govt. Deptt, agency, PSUs / institution / agencies / autonomous organisations. The bidder shall submit a self certification by an authorized person duly notarized to this effect.(attach self declaration certificate duly notary attested) in the prescribed format attached as Annexue”A”.

3. INSTRUCTIONS TO BIDDERS

- 3.1 A Bidder can submit a single bid only.
- 3.2 Incomplete, telegraphic or conditional bids shall not be accepted.
- 3.3 The contractor /firm shall not be allowed to transfer, assign, pledge or sub-contract work order/supply order under this contract to any other agency.
- 3.4 Prices quoted must be firm and fixed. No price variation / escalation shall be allowed during process of completion of the project.
- 3.5 The bidders must sign at the bottom of each page of the bid documents at the time of submission in token of unconditional acceptance of the terms and conditions, technical specifications etc.
- 3.6 Valid GSTIN certificate / e-submission document duly self attested must be submitted along with the bid.
- 3.7 Deviations in terms and conditions, Specification of material, Inspection clause etc. will not be accepted under any condition.
- 3.8 Bids received late due to postal delay or otherwise **will not be considered.**
- 3.9 The bidders are required to furnish their offers in the price bid both in words & figures. In case of corrections ,if any, the original text/numerical must be clearly crossed out and re-written legibly above,

below or on the side of the crossed out characters as per availability of space and the authorized person must put his dated initial under such corrections. In case of any conflict between figures and words, the lower rate shall prevail.

- 3.10 **Since timely execution of works is of paramount importance, requests for extension of time shall not be entertained.**
- 3.11 Canvassing in any manner shall not be entertained and will be viewed seriously leading to rejection of the bid.
- 3.12 University reserves its right to modify the bid document/details by way of amendment.
- 3.13 Bids will be accepted & will be opened as per information mentioned in the notice-inviting tender. No receipt against submission of bid shall be issued by NLU, Jodhpur.
- 3.14 The last date of receipt of the technical bid is _____ upto 3.00 P.M. Sealed tenders may only dropped in the specified tender box kept in the Office of Registrar, NLU Jodhpur during office hours on working days. Bids received after due date & time will not be considered. If due to any reason the due date is declared as a holiday the bid will be opened on next working day at the same time.
- 3.15 The technical bid shall be opened on _____ at 3.30 P.M. in the office of Registrar, NLU Jodhpur, in presence of such bidders or their authorized representatives, who are present at the time of opening. (The bid document should be submitted in two parts as detailed below:
- 3.15.1 Bids should be submitted in two separate sealed envelope as mentioned below & addressed to the Registrar, NLU Jodhpur, inside a sealed envelope super-scribed "Bid for supply of **Gym items** should contain Technical Bid as per Annexure – B prescribed Firm Registration certificate, Earnest Money, Technical Specification, GST Registration , Commercial terms & conditions, notarized undertaking as per ANNEXURE "A" ,other bid documents duly signed & sealed, It should be super-scribed with **Part-1 Technical Bid "**. All the papers of bid documents except the price bid duly signed should be submitted in the first envelope.
- 3.15.2 Second sealed envelope (part-II) should contain Price bid as per Annexure –C in a separate sealed envelope. It should be super-scribed with **"PART II Price Bid"**. Any condition in regard to financial aspects, payments, terms of rebate etc beyond the prescribed financial terms of NLU, Jodhpur will make the bid invalid. Therefore it is in the interest of the bidders not to write anything extra in the Price Bid in Annexure-C except price.
- 3.16 The procedure of opening of the bid shall be as under
- 3.18.1. First envelope **"PART-1 Technical Bid"** shall be opened at the time & date mentioned in the bid notice by NLU, Jodhpur representative in the presence of bidders, who choose to be present.
- 3.18.2 Second envelope (part-II) containing Price bid shall be opened after evaluation of technical-commercial suitability of the offer by

assessing responsiveness in line with the requirements mentioned in the bid document. The time for opening of second envelope (Price bid) shall be informed separately after assessing and evaluation of technical bid. Second envelope of price bid only those bidders shall be opened who qualify in the technical bid. If necessary, the firms may be called for Technical Presentation of their product as per the time intimated by NLU, Jodhpur.

- 3.17 **Successful bidder shall be calculated on the basis of total cost of all items as mentioned in technical bid.**
- 3.18 In case of supply of any defective material or substandard material, the materials will be rejected & it will be the responsibility of the supplier for taking back & replacing the rejected materials at their own cost. In case of non-lifting of such rejected materials within a reasonable time offered by the office it will have the right to suitably dispose off the same and forfeit the amount.
- 3.19 The supplied materials should strictly comply with the specifications as mentioned in the bid, otherwise the material would be liable for rejection.
- 3.20 Any clarification on the technical specification and commercial terms and conditions may be clarified in writing from NLU, Jodhpur
- 3.21 Deviation of any commercial terms and condition and technical specification shall not be entertained under no circumstances.
- 3.22 **Bidders may in their own interest visit the sites and undertake site visit before submitting bids. NLU, Jodhpur will not be responsible for any incidental or consequential losses of the firms while execution and till expiry of the period of maintenance.**
- 3.23 The contractor shall abide by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The contractor/firm shall indemnify the Institute from any claims in this regards.
- 3.24 Any losses sustained by Institute due to negligence of contractor's service in the form of loss/damage of property, will be recoverable from the contractor, as the money value shall be estimated by the Institute. The decision of the institute in this regard will be final and binding on the contractor/firm.
- 3.25 The Contractor/firm will adopt all safety measures /precautions while executing the work/supply. In case of any accident /causality of any personnel, involved in work/supply the complete responsibility will be borne by the contractor/firm himself and University will not be held responsible for any claim/compensation.

3.26 University may take clarification from bidder and may take appropriate decision accordingly. The decision of University shall be final and binding to all.

3.27 NLU, Jodhpur does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected

3.28 The NLU, Jodhpur reserves its right to reject/accept any or reject all tenders at any time without assigning any reason thereof. It shall be without any liability towards the bidder.

4. COMMERCIAL TERMS & CONDITIONS:

4.1 Earnest Money:-

The bidder is required to deposit Rs. 9,000/- as earnest money with bid documents in the shape of demand draft payable in favour of Registrar, National Law University, Jodhpur.

4.2 Security Deposit:

4.2.1 The successful bidder must deposit the Security amount @ 10%(Ten percent) of the ordered value with the Registrar, NLU, Jodhpur within the time frame provided in letter for depositing of security in shape of DEMAND DRAFT OR irrevocable Bank Guarantees of equivalent amount for a period of one year.

4.2.2 The security deposit would be forfeited, if the firm/contractor denies to execute the work or supply the ordered items as the case may be.

4.2.3 The security deposit would be forfeited, if the supplies are not made or work not done as per the Terms & Conditions of the purchase order/bid document.

4.2.4 The security deposit amount will be refunded after the period of one year without any interest.

4.3 Payment:

4.3.1 Payment will be made after satisfactorily supply of the requisite items as per specifications after submitting of bill by firm.

4.3.2 In case supply of items is not found as per specifications of the University, whole supply order shall be rejected and there shall not be any liability towards University for any reason

4.4 PENALTY CLAUSE:-

In case of delay in supply of items without prejudice to the right to reject the bid, penalty should be imposed as decided by the competent authority.

However, if there is any hindrance/barrier in supply order from University side, then relaxation will be granted without penalty as deemed fit.

5. Settlement of Dispute:

5.1 All disputes pertaining to the supply order contract is limited to the jurisdiction of the courts at Jodhpur District, Rajasthan.

5.2 Without prejudice to above, the parties reserve the right to enter into an Arbitration process in accordance with the relevant clause of Arbitration and Conciliation Act, 1996.

6. Force Majeure:

In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including , without limitation, strike or other labour disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a “Force Majeure Event”). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force.

Majeure Event, if the period of nonperformance due to a Force Majeure Event exceeds thirty (30) days, the Party whose ability to perform has been so affected may by giving written notice, terminate this Agreement.

ACCEPTANCE

I/We have carefully read and understood the above terms and conditions of the bid and agree to abide by them.

Signature of the bidder with seal

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR
TAKING PART IN TENDER**

(To be executed & attested by Public Notary/executive Magistrate on Rs 50/-non judicial stamp paper by the Tendered]

1. I/We _____ of
M/s _____ hereby declare that our
company _____ having registered address at

_____ has never been 'Blacklisted/debarred by any State/Central Govt,Department/Organization till date nor we are facing/filed any Litigation proceeding regarding debarring (blacklisting) with either of the above said agencies.

OR

1. I/We _____ of
M/s _____ hereby declare that our
company _____ having registered address at

_____ was blacklisted or debarred by State/ Central Govt,Department/Organization from taking part in tenders for a period of _____ years wef
_____ to _____.the period is over on
_____ and now the firm /company is entitled to take part in tenders.

2. In case of above information found false, I/we are fully aware that the tender/contract will be rejected/cancelled by National Law University, Jodhpur, and EMD/Security deposit shall be forfeited.

3. In addition to the above National Law University, Jodhpur will not be responsible to pay the bills for any completed /partially completed work/supply.

DEPONENT

ATTESTED:
(Public Notary/executive Magistrate)

NAME:- _____

Address: _____

Annexure”B”

TECHNICAL SPECIFICATION & BID

S.no	Item	Qty.	Preferred brand and model	Consent Yes or NO
	SUPPLY OF GYM ITEMS AT NLUJ CAMPUS BY ELIGIBLE BIDDER HAVING TECHNICAL SPECIFICATIONS AS FOLLOWS:-			
1.	Cross Trainer	1	Aero fit AF 244 EL	
2.	Treadmill	1	Aero fit AF 214	
3.	Adjustable incline and decline bench	1	Aero fit	
4.	Smit Machine	1	Aero fit AF 7820	
5.	Kettle bells: a)2Kg b)4Kg c)6Kg d)8Kg e)10Kg f)12Kg	1 pair each	USi	
6.	Olympic Weight Plates a)5Kg b)10Kg c)15Kg d)20Kg	1 pair each	USi	
7.	Climbing Rope	1	USi	
8.	Battle Ropes (50 ft.)	1	USi	
9.	Paralette Bars	1	USi	
10.	Karabiners (S-Hook)	4	-	
11.	Olympic Rods a)3 feet b)7 feet	1 each	USi	
12.	Hex Trap Bar (for deadlifts)	1	USi	
13.	Stirrup Handles	1 pair	-	
14.	Barbell Cushions	2	-	
15.	Punching Bag (5 feet)	1	USi	
16.	BOSU Ball (with strap and air pump)	1	-	

17.	Polymeric Boxes a) 6 inch b) 12 inch c) 18 inch d) 24 inch e) 30 inch	1 each	USi	
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Signature of the bidder with seal

FINANCIAL BID

Annexure”C”

S. no	Item	Qty	Price per unit	Total Amount	
				In Figures	In Words
	Supply of Gym items at NLUJ campus by eligible bidder having specifications as follows:-				
1.	Cross Trainer	1			
2.	Treadmill	1			
3.	Adjustable incline and decline bench	1			
4.	Smit Machine	1			
5.	Kettle bells: a)2Kg b)4Kg c)6Kg d)8Kg e)10Kg f)12Kg	1 pair each			
6.	Olympic Weight Plates a)5Kg b)10Kg c)15Kg d)20Kg	1 pair each			
7.	Climbing Rope	1			
8.	Battle Ropes (50 ft.)	1			
9.	Paralette Bars	1			
10	Karabiners (S-Hook)	4			
11	Olympic Rods a)3 feet b)7 feet	1 each			
12	Hex Trap Bar (for deadlifts)	1			
13	Stirrup Handles	1 pair			
14	Barbell Cushions	2			
15	Punching Bag (5 feet)	1			
16	BOSU Ball (with strap and air pump)	1			
17	Plyometric Boxes a)6 inch b)12 inch c)18 inch d)24 inch e)30 inch	1 each			
			Net Amount		
			Tax if any		
			G. Total		