

**DELHI JUDICIAL ACADEMY**

**(High Court of Delhi)**

**SECTOR – 14, DWARKA**

**NEW DELHI - 110078**

**Ph. No. : 011-28036684, Fax No. : 011-28036687**

**TENDER NOTICE**

**ESTIMATED COST : Rs. 9,40,000 (approx.)**

**EARNEST MONEY DEPOSIT : Rs. 19,000/-**

**PART-I**

**1.1 GENERAL INSTRUCTIONS TO BIDDERS**

Delhi Judicial Academy (hereinafter referred to as the Academy) invites offline Tenders in Two-Bid System (Technical Bid & Financial Bid) from reputed suppliers/firms for the supply of items as mentioned in Annexure-'A'.

- 1. Mode of Tendering** : Two-Bid System i.e. Technical Bid and Financial Bid
- 2. Last Date & Time for Submission of Bids** : 03.01.2018 upto 11:00 AM
- 3. Last Date for submission of Samples** : 03.01.2018 upto 04:00 PM
- 4. Date & Time for opening of Technical Bids** : 04.01.2018 at 11:00 AM
- 5. Date & Time for opening of Financial Bids** : 05.01.2018 at 02:30 PM

## 1.2 AVAILABILITY OF TENDER DOCUMENT

The Tender Document can be downloaded from the website of Delhi Judicial Academy ([judicialacademy.nic.in](http://judicialacademy.nic.in)).

## 1.3 QUALIFICATION CRITERIA -

- 1.3.1. The Bidder should have minimum experience of two years of supply of items as mentioned in the financial bid preferably to the Govt. Department/ Ministry of Govt. of India/PSU (as per Annexure 'A')
- 1.3.2. The Bidder should have valid GST Registration Certificate and PAN,
- 1.3.3. The Bidder should have valid Registration Certificate under the Indian Partnership Act or Companies Act, as applicable.
- 1.3.3. The Bidder should not have been blacklisted by any organization during the last three years (F.Y. 2014-15, 2015-2016 and 2016-17).

## PART-II

### SUBMISSIONS OF BIDS AND SAMPLES:

#### 2.1 TECHNICAL BID

The Technical Bid is required to be submitted, as per Annexure 'B', along with the self attested copies of the following documents/ details:-

1. Technical Bid in the form as given in Annexure 'B'
2. EMD as demanded in the NIT or Exemption certificate, if any.
3. Registration Certificate under the Indian Partnership Act or Companies Act, as the case may be. In case of a Proprietorship Firm, any certificate / document under any law which may show it to be a business entity.
4. PAN.
5. VAT Returns filed during the F.Y. 2015-2016.
6. Income Tax Returns for the two Assessment Years - 2015-16 and 2016-2017.
7. Registration Certificate for GST.
8. Undertaking in the form 'Annexure-C'
9. Declaration in the form 'Annexure 'D'.
10. Experience Certificate(s)/ any other document showing the experience for supply of items of at least Rupees Three Lakhs as mentioned in the financial bid preferably to the Govt. Department/ Ministry of Govt. of India/PSU (as per Annexure 'A')
11. Letter of authorization / Board of Resolution authorizing the person to sign the tender document /entering into agreement with the Academy.

\* **The Tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.**

- \* All the documents submitted in the bid must be clearly legible and self attested, failing which the Bid is likely to be rejected.
- \* The Academy may call for the documents in original if considered necessary for any clarification.

## 2.2 SUBMISSION OF SAMPLES

The Bidder shall conceal his name, brand name and price of the article on the sample submitted by him. However, the Bidder's name, brand name and price shall be written separately on a paper and tagged with the submitted sample in a closed envelope. The purpose is to assess the suitability of the samples without being influenced by the Brand name, Price or the name of the Bidder. The mentioning of name of the Bidder would be necessary on the samples to subsequently identify the name of Bidder who had submitted the sample post the assessment of the samples.

## 2.3 FINANCIAL BIDS:

Only one rate is to be quoted against each item in the format, ANNEXRUE 'A'. Rates quoted in any other format will not be considered and the tender would be rejected. No lump-sum rates will be entertained. Financial bid of only those Bidders would be opened who meet the technical qualifications.

The Bidder shall quote the rates both in figures and words. In case of any difference, the rates quoted in words shall be treated as final.

## 2.4 SUBMISSION OF BID:

1. Sealed quotations in single cover containing two inner sealed covers (**containing Technical Bid cover as Part I and Financial Bid cover as Part II**) super scribing "**TENDER FOR SUPPLY OF MATTRESS AND OTHER ALLIED ITEMS**" addressed to The Director, Delhi judicial Academy, Sector – 14, Dwarka, Delhi-110078. The Bids should be submitted before the last date in the tender box kept at the reception counter of Delhi Judicial Academy

**a) Technical Bid Cover:** Part I of the bid should contain all the documents as mentioned in Clause 2.1 of the tender document and all pages of the Tender document duly filled & signed. Any bid without required documents will not be considered. Documents in original have to be submitted for verification on demand, failing which the offer is liable for rejection.

**b) Financial Bid cover:** Part II should contain only **Annexure 'A'** with price duly filled & signed.

2. Only the technical Bid cover will be opened on due date & time mentioned in the NIT.

## 2.5 METHOD OF SELECTION

The tenders are being invited in two bid system. It may also be noted that considering the items to be purchased, physical examination of items to be purchased would be necessary for determining the suitability of the items.

Following method shall be followed for selecting a bidder(s):-

- a) Technical bids submitted in **Annexure 'B'**, shall be examined and a list of the Bidders who are found to have technically qualified to participate in the Price Bid, shall be prepared in **Annexure 'E'**
- b) The samples submitted shall be physically examined for their suitability in terms of their specifications and quality. The samples found suitable shall be segregated and signed by committee members. The concealed labels/tags of Brand name, Price and Bidder's name on such segregated samples shall be then opened and list of Bidders noted on such samples shall be prepared itemwise in **Annexure 'F'**.
- c) A list of those Bidders whose names are found common in the list 'E' and 'F' shall be prepared item-wise in the **Annexure 'G'**.
- d) Price bids of only those listed in **Annexure 'G'** shall be opened and evaluated item-wise.
- e) It would therefore, be possible that for different items the contract may be awarded to not one but different bidders depending upon the price quoted by the bidders for a particular item. For example: if bidder 'A' has quoted the price of item 'x' and 'y' as Rs. 10/- and 20/- respectively, and the other bidder 'B' for the same items has quoted the price of item 'x' as Rs. 9/- and for item 'y' Rs. 21/-. The contract for the supply of the item 'y' would be awarded to 'A' and contract for the supply of item 'x' would be awarded to 'B'.

## **2.6 BID SECURITY:**

- 2.6.1. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.19,000/- (Rupees Nineteen Thousand Only)** in the form of Fixed Deposit Receipt/Term Deposit Receipt (from a Nationalized/ Scheduled Commercial Bank in favour of "**DDO, Delhi Judicial Academy, New Delhi**"). The Bid Security will remain valid for a period of six months from the last date of submission of Tender.
- 2.6.2. Tender shall be rejected if it is submitted without Bid Security in original as stated above.
- 2.6.3. Bid securities of the unsuccessful Bidders will be returned to them at the earliest after the completion of the tendering process.
- 2.6.4. Bid security of the successful Bidder shall be returned on the receipt of Performance Security and signing the Contract.
- 2.6.5. Bid Security shall be forfeited if the Bidder withdraws its Bid during the period of Tender validity.

2.6.6. Bid Security shall be forfeited if the successful Bidder neglects or refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Academy.

**2.7 ONE BID PER BIDDER:**

Each Bidder shall submit only one tender. If it is found that any Bidder has filed another Bid in some other name or through some other Partner or Director or close relative, like son/daughter/spouse or parents, all such Bids shall be rejected.

**2.8 COST OF BID:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Academy shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**PART-III**

**3.1 METHOD OF PAYMENT**

Payment shall be made after the receipt of complete stores mentioned in the purchase orders and due inspection by the nominated Officer/Official of the Academy. No advance payment shall be made.

**3.2 GENERAL INSTRUCTIONS FOR BIDDERS :**

- 3.2.1 The Purchase Committee reserves the right to reject any or all Tenders without assigning any reason.
- 3.2.2 After submission of the bids, the Bidders shall not be allowed to alter/modify their Bids, under any circumstances.
- 3.2.3 Bidders would be required to submit an undertaking on a non-judicial stamp paper of Rs.50/- duly signed, stamped and attested by the Notary Public as per **Annexure 'C'** along with the tender document.
- 3.2.4 The Bidders can pay a visit to the Academy before submitting the Bid for inspecting the requirements/ facilities at the Academy by seeking prior appointment with Branch In-Charge, General Administration, Delhi Judicial Academy on phone 011-28036684 or by writing an e-mail to **dja@nic.in**.
- 3.2.5 Bids not supported with all the requisite documents will be rejected.
- 3.2.6 Bids not received in time shall not be entertained.
- 3.2.7 Bidders are expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish complete information required by the Tender document or submission of a Tender not substantially responsive to the Tender document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 3.2.8 The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

3.2.9 In case of any breach of terms & conditions of Contract, performance guarantee shall stand forfeited.

3.2.10 Conditional Bids will be summarily rejected.

### **3.3 GENERAL TERMS AND CONDITIONS**

3.3.1 **Delivery:** Once the Successful Bidder (s) has/have entered a contract with the Delhi Judicial Academy, it shall be under obligation to deliver the items to the Delhi Judicial Academy at the earliest or in the such time as may be allowed. The successful bidder (s) would be required to hand over guarantee/warranty of product/item for which the contract has been awarded to it. The successful bidders would be required to submit all the documents in original/attested copies as the case may be which were required to be submitted at the time of submitting the tender.

3.3.2 **Fall Clause:** If at any time during the execution of the contract, the Successful Bidder (s) reduces the sales price of items covered under this tender enquiry, to any organization (including the purchaser of any department of the Govt. of N.C.T of Delhi) at a price lower than the price quoted under this contract, the bidder/supplier shall supply the said item(s) to the Delhi Judicial Academy on such reduced rates.

3.3.3 **Penalty Clause:** If the supplier fails to supply the requisite Items within the stipulated time, then a penalty @ 0.1% per day, subject to maximum of 10% of the tender amount will be imposed. It would be without prejudice to the right of the Academy to purchase the said item(s) from the open market and recover the excess amount paid for purchase of said item(s) from the Successful Bidder.

#### **3.3.4 Payment and Terms and Conditions**

(a) The payment will be made through ECS/RTGS after making stock entry of the items in the general stock of Delhi Judicial Academy and necessary verification of the bills and recoveries, if any, in respect of penalty/damages/losses etc.

(b) At the time of entering the contract, the successful Bidders will be required to furnish the detail of their bank and account no. etc. for making payment of their bills through ECS/RTGS. No payment shall be made in respect of rejected items.

3.3.5. **Termination of Contract/ Order:** In case of a breach of contract/ order, the Academy may, without prejudice to any other remedy for breach of contract after giving a written notice, terminate the contract / order in whole or in part at any time. Any unexcused delay, by the Supplier in the performance of its delivery obligations shall render the supplier liable to termination of the contract/ order. Delhi Judicial Academy shall be at liberty to terminate the Contract during the currency of agreement at any point of time without assigning any reason.

### **3.4 PERFORMANCE SECURITY**

Before signing the contract, the successful bidder shall be required to deposit **Rs.50,000/- (Rupees Fifty Thousand Only)** in the form of Fixed Deposit from a Nationalized/ Scheduled Commercial Bank in favour of “ DDO, Delhi Judicial Academy, New Delhi” as Performance Security which shall remain valid and open till all obligations under the Contract have been discharged.

### **3.5 AGREEMENT**

The Successful Bidder shall sign an agreement with the Delhi Judicial Academy within fifteen days of the acceptance of offer on a stamp paper of Rs. 100/- to be furnished by the Successful Bidder to be drawn in terms of the present Tender Document and draft agreement as given in **Annexure ‘G’**

### **3.6 STATUTORY OBLIGATIONS**

The Agency shall bear all liabilities under all Tax and Regulatory laws as applicable.

### **3.7 DISPUTES**

Any legal dispute arising between the Academy and the Agency shall be subject to jurisdiction of Courts in Delhi.

Before, approaching any Court for the adjudication of the Dispute, parties shall approach the Delhi High Court Mediation Centre for the amicable resolution of Dispute by way of Mediation or Conciliation. In case of the non settlement of the Dispute through Mediation or Conciliation, the Dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration.

Sd/-

Director (Admn.),  
Delhi Judicial Academy

Price Bid

Sl. No	Items Name	Specification	Qty	Rate per Unit.	Tax	Total Value inclusive Tax	Remark, if any
1	Mattress	6ftx4 ft x 5 inches (lxbxh) Orthopaedic rebonded Foam. (of the quality like Kurlon, Springwell or Nilkamal etc.	74				
2	Mattress Protector (Cover)	Water proof, standard quality Size - according to the mattress- White terycot	74				
3	Stool for Bathroom	8 inches (Good Plastic quality)	120				
4	Bowl for tea bags	Good Quality	70				

**Measurements will be on actual basis. Fixing charges, if any, will be inclusive.**



## TECHNICAL BID FORM

1	<p>Name of the Proprietorship Firm/ Partnership Firm/Company/ Organization:</p> <hr/> <p>Business Address(es)/ Registered Address :</p> <hr/> <p>Phone No.</p> <hr/> <p>Email Address(es) :</p> <hr/> <p>Permanent Account Number ( PAN)</p> <hr/> <p>GST NO.</p> <hr/> <p>Earlier VAT no.</p> <hr/> <p>Partnership Registration No./ Registration No under Companies Act/ In case of Proprietorship Firms any Certificate under any law showing it to be Business Entity :</p> <hr/> <p>Date of establishment / Registration of Partnership Firm/Company</p>	
2	<p>Name(s) of the partner(s)/ proprietor(s)/ Director(s):</p> <hr/> <p>Address(es) - Residential</p> <hr/> <p>Address (es) - Correspondence:</p> <hr/> <p>Mobile No.</p> <hr/> <p>Email Address(es)</p> <hr/> <p>Registration No as partner (s)/ Registration No. as Director ( if any) :</p> <hr/> <p>Permanent Account Number ( PAN)</p>	
3	<p>Name of authorized person to sign the Tender Document and represent the Bidder during tendering process:</p> <p>( in case the tender document is not being signed by Proprietor/ Partner/ Director )</p> <p>-----</p> <p>Designation</p> <p>-----</p> <p>Telephone &amp; Mobile No.</p>	

	E-mail ID ----- Specimen Signatures of the authorized person ----- Recent photograph ( attested by Proprietor/Partner/Director)	
3	VAT returns having filed during the financial year 2015-16 (Documentary evidence to be attached)	
4	Income Tax Returns for the last two Assessment Year (Documentary evidence to be attached) 2015-2016, 2016-2017	
5	EMD details (Amount, name of the Bank, Branch, FDR No. and Date)	
6	Details of two years of experience of supplying of requisite items. (Documentary proof to be attached)	
7	Declaration as per Annexure 'D'	
8	Undertaking as per Annexure 'E'	
9	Affidavit as per Annexure 'F'	
10	Any other information considered necessary.	

- The bidders who qualify in Technical Bid will be considered for sample evaluation of their quoted items by the Purchase Committee.

I/we hereby certify that I/we have gone through the terms & conditions and have understood the same and I/We do undertake to comply with the same.

Signature of the Bidder \_\_\_\_\_

Name & Address \_\_\_\_\_

Rubber Stamp

witnesses:- \_\_\_\_\_

**UNDERTAKING**

**(To be submitted on Rs.50/- Stamp Paper duly notarized)**

Tender No. \_\_\_\_\_ Due for opening on: \_\_\_\_\_

1. I/ We the undersigned hereby certify that I/ We have gone through all the terms and conditions of the Contract mentioned in Tender Documents and have understood the same.
2. I/We hereby undertake to comply with all the terms and conditions stated therein.
3. I/We do realize and understand that in case of non compliance of any of the terms and conditions, the Tender submitted by me/us can be rejected or Contract terminated after having being awarded, as the case may be, and in this regard the decision of the Academy shall be final and binding on me/ us.
4. The rate(s) quoted by me is/are for the Items conforming to the complete specification/requirements given by the Delhi Judicial Academy and inclusive of all charges such as levies, packing, forwarding, loading, unloading, insurance etc., if any.
5. I/We certify that the item in question against the existing tender has not been supplied to any other Govt. Departments at the rates below the rates mentioned in my/our quotation against the present tender.
6. I/we will refund the difference in the cost in the event of my/our supplying stores at a lesser rate to other Governments/Organizations during the currency of this contract.
7. I/We shall deliver the ordered items to the Delhi Judicial Academy on F.O.R. destination basis within due date of supply order on any working day. If the items supplied are found to be unsatisfactory in quality & quantity, I/We bind to replace all the items on the same day but in any case not later than the next working day. Nothing extra will be charged on account of packing, cartage, loading, unloading etc. for the replacement of rejected items.
8. If I/We fail to supply Items in scheduled time and the Delhi Judicial Academy purchases the required Items from open market, the excess expenditure so incurred shall be borne by me/us.
9. I/We hereby undertake that we shall supply all the items as and when required by the Academy, failing which the Delhi Judicial Academy is at liberty to forfeit Performance Security Deposit in full.

10. I/We understand that the Director (Admn.), Delhi Judicial Academy, is empowered/will have the right:

- a. To increase/decrease the quantity indicated in the tender/order to any extent depending on the actual requirements of the Delhi Judicial Academy.
- b. To impose penalty as deemed fit in case service do not commence by the stipulated date or extended date, if any, and can resort to risk purchase at my/our cost and may forfeit my/our Performance Guarantee security deposit in full or part thereof at the his discretion.
- c. To reject full or any part of the supply that is not in accordance with the requirements and terms and conditions of the tender.
- d. To deny the payment in respect of the rejected items and I/We will not have any claim for the above. Further, I/We will remove the rejected items immediately at our cost and replace them as per terms and conditions of the Contract.
- e. To cancel, reject or accept any tender or split the items to be supplied from tenders at any stage without assigning any reason therefore.
- f. To hold the Fixed Deposit Receipt submitted by me/us towards Earnest Money Deposit till the acceptance/rejection of the tender or finalization of the supply.

Signature of the Bidder \_\_\_\_\_

Name & Address \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

**DECLARATION FOR FAIR BUSINESS**

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary/Magistrate)

This is to certify that I/We, M/s \_\_\_\_\_ in submission of this offer confirm that:-

1. I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
2. I/We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion, litigation history or financial failures etc.
3. I/We have not been blacklisted/ debarred by any of the Government/Autonomous Body/ Public Sector Agency in last three years I/We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
4. The information and documents submitted with the bid by us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
5. I/We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD/Performance Guarantee in full will be forfeited and my/our organization may be blacklisted.
6. I/ partners of our Partnership Firm / Directors our Company have not been punished/penalized by way of imprisonment in last three years.

**(Stamp, Name & Signature of Bidder)**

**List of Bidders Technically Qualified**

S. No.	Name of the Bidder
1.	
2.	
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11.	
12.	
13.	
14.	

## List of Bidder whose samples are found suitable (item Wise)

Name of the Bidder:

S. No.	Items Name	Specification	Whether Samples submitted or not	Whether Samples found suitable or not
1.	Mattress	6ftx4 ft x 5 inches (lxbxh) Orthopaedic rebonded Foam. (of the quality like Kurlon, Springwell or Nilkamal etc.		
2.	Mattress Protector (Cover)	Water proof, standard quality Size - according to the mattress- White terycot		
3.	Stool for Bathroom	8 inches (Good Plastic quality)		
4.	Bowl for tea bags	Good Quality		

**List of Bidders found common in the Annexure 'E' and 'F'**

<b>S. No.</b>	<b>Items Name</b>	<b>Specification</b>	<b>Name of the Bidders</b>
1.	Mattress	6ftx4 ft x 5 inches (lxbxh) Orthopaedic rebonded Foam. (of the quality like Kurlon, Springwell or Nilkamal etc.	
2.	Mattress Protector (Cover)	Water proof, standard quality Size - according to the mattress- White terycot	
3.	Stool for Bathroom	8 inches (Good Plastic quality)	
4.	Bowl for tea bags	Good Quality	



(To be made on Rs 100/- Non-Judicial Stamp Paper)

**FORM OF AGREEMENT**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ (Year)\_\_\_\_\_ between the Delhi Judicial Academy, Sector-14, Dwarka, New Delhi of the one part, hereinafter called “the Academy” and M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ of the second part, hereinafter called the “Agency” for providing mattresses and other allied items for the furnishing of the Judicial Hostel of Delhi Judicial Academy .

WHEREAS the Academy is desirous to engage an Agency for providing the items, as per **Annexure ‘A’** of this Tender Document, to the Academy on the terms and conditions stated below:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. Letter of acceptance of award of Contract;
  - b. Terms and Conditions as stipulated in the tender document;
  - c. Tender Document
  - d. Technical Bid and Financial Bid submitted by Caterer
  - e. Undertaking as per Annexure-‘C’
  - f. Addendums, if any; and
  - g. Any other document (s) forming part of the Contract.
2. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any further reference or without waiting for any notice period to be completed.
3. Delhi Judicial Academy shall be at liberty to terminate the Contract during the currency of this agreement at any point of time without assigning any reason.
4. If the agency fails to supply the requisite Items within the stipulated time, then a penalty @ 0.1% per day, subject to maximum of 10% of the tender amount will be imposed. It would be without prejudice to the right of the Academy to purchase the said item(s) from the open market and recover the excess amount paid for purchase of said item(s) from the Successful Bidder.
5. Performance Security of Rs.50,000/- furnished in the form of Fixed Deposit Receipt/ Term Deposit Receipt at the time of signing the Agreement shall be returned only after the discharge of all obligations under the Contract.
6. There would be no increase in rates payable to the Agency during the contract period.

7. The Agency agrees to comply with any modification made in the Terms and Conditions of this Agreement necessitated to meet any exigency or to give effect to terms and conditions of this Agreement or to correct inadvertent errors, if any.
8. Decision of the Academy in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
9. Before, approaching any Court for the adjudication of the Dispute, parties shall approach the Delhi High Court Mediation Centre for the amicable resolution of Dispute by way of Mediation or Conciliation. In case of the non settlement of the Dispute through Mediation or Conciliation, the Dispute shall be referred to Delhi High Court Arbitration Centre for Arbitration.
10. THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_  
Year \_\_\_\_ and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in New Delhi in the presence of the witness:

First party

Second Party

**For and on behalf of the Academy**

**For and on Behalf of Contractor.**

Delhi Judicial Academy

Sector – 14 Dwarka

New Delhi – 110078

Witness:- 1. \_\_\_\_\_ 2. \_\_\_\_\_

(Name, Address and Telephone No.)

(Name, Address and Telephone No.)