

Bid Document for Supply of Mattresses



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal- 462044

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NATIONAL JUDICIAL ACADEMY
P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044
Tel- EPABX – 0755- 2432500, Fax- 2696904

INVITATION FOR E-BID

Bid No. : NJA/Admin/Mattresses/2019/02/

Date: 28/09/2019

The National Judicial Academy invites e-bids from reputed manufactures/wholesale dealer/retailers for the following supply.

No.	Name of Bid	Cost of bid (In Rs.)	Bid Security (In Rs.)
1	Supply of Mattresses	1,000/-+ G.S.T. (as per applicable rate)	14,400/-

Bid document can be obtained by the prospective bidders on payment in cash or through e-payment or through Demand Draft in favour of “**National Judicial Academy**” payable at Bhopal from the Academy up to **29/10/2019 till 13:30 hours** during working hours or can be downloaded from our website **www.nja.gov.in**. Bid must be submitted online on or **before 14:30 hours on 31/10/2019**. For tender documents and other detail, please visit **www.nja.gov.in** or **eprocure.gov.in**. The bids shall be opened on **01/11/2019 at 15:30 hours**. The Employer has the right to reject any or all Bids without assigning any reason(s).

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Off-line bids shall not be accepted.

Director
National Judicial Academy



NATIONAL JUDICIAL ACADEMY

DOMESTIC COMPETITIVE BIDDING – Time Line

Bid No.: NJA/Admin/Mattresses/2019/02/

Date: 28/09/2019

Name of Work	Supply of Mattresses
Bid Security	Rs. 14,400/-
Period of sale of Bidding Document	Up to 29/10/2019 till 13:30 hours.
Time and Date for Pre Bid meeting	15/10/2019 at 11:30 hours in the office of the Registrar (Administration), NJA
Bid Submission Start Time and Date	From 17:30 hours on 19/10/2019
Last Date and Time for receipt of Bids in the CPPP website	Up to 14:30 hours on 31/10/2019
Time and Date of Opening of Technical Bid	01/11/2019 at 15:30 hours.
Place of Opening of Bid	National Judicial Academy, Bhopal
Officer Inviting Bid	Director, National Judicial Academy



National Judicial Academy

Bhadbhada Road, P.O. Suraj Nagar, Bhopal – 462044

Bid Document for Supply of Mattresses

National Judicial Academy, an Autonomous body fully funded by the Government of India, invites commercial offer for Supply of Mattresses from reputed manufacture/wholesale dealer/retailers who have proven experience in similar types of supply.

1. Qualification Information:

- 1.1. The Bidder must have 2 years experience in the business of Mattresses manufacturing/supply with average annual turnover of minimum 3.00 lakhs in the last 2 years.
- 1.2. The Bidder should be a registered manufactures/wholesale dealer/retailers having valid certificate to carry out similar business, with an excellent reputation for integrity.

2. Cost of Bid Document:

- 2.1. Bid document can be obtained by the prospective bidders on payment of Rs. 1,000/- (Non Refundable) in cash or e-payment or through Demand Draft in favour of “National Judicial Academy” payable at Bhopal from the Academy.
- 2.2. No cost of bid document shall be payable, if bid document is obtained from website.

3. Bid Validity:

- 3.1. The bid shall be valid for a period of 180 days after the due date of bid submission.
- 3.2. A bid submitted with a bid validity of shorter period may be rejected as non-responsive.
- 3.3. In exceptional circumstances, prior to expiry of the original time limit, the Academy may request that the bidders may extend the period of validity for specified additional period. The request and the bidder’s response shall be made in writing. The bid security provided under clause-4 shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.

4. Bid Security:

- 4.1. The agency shall furnish bid security of Rs. 14,400/- in the form of Account payee Demand Draft/Bankers Cheque or Fixed Deposit Receipt (FDR in joint form is not acceptable) issued from any of the commercial bank, in favour of “National Judicial Academy” payable at Bhopal or deposit in NJA saving bank account through e-payment. No interest or any other incidental charges shall be payable by the Academy on this account. The bid security should be valid for a minimum period of 225 days from the due date of bid submission.
- 4.2. Any bid not accompanied by an acceptable bid security and not secured in as indicated in sub clause 4.1 above shall be rejected as non-responsive.
- 4.3. The bid security of unsuccessful bidder shall be returned to them at the earliest after expiry of the final bid validity and latest by on or before the 30th day after the award of the contract.
- 4.4. The bid security of successful bidder shall be released on receipt of performance security.

- 4.5. The bid security of successful bidder may be considered as performance security, if the bid security is deposited by the way of demand draft/bankers cheque/e-payment basis.
- 4.6. The bid security may be forfeited if:
 - i. The bidder withdraws the bid during the bid validity period.
 - ii. The bidder does not accept the correction(s) of the bid price.
 - iii. The successful bidder fails to furnish the required Performance Security within specified time limit.

5. Performance Security:

5.1. The successful Bidder shall deliver to the Academy a Performance Security in any of the forms given below for an amount equivalent to 10% of the contract price, within, 21 days of receipt of the Letter of Acceptance.

In the form of A/c payee Demand Draft or FDR or Bank Guaranty from any Commercial Bank in favour of National Judicial Academy (FDR in joint form is not acceptable) or through e-payment basis.

- 5.2. Performance security should remain valid for a minimum period of 06 months.
- 5.3. Performance security will be released after 60 days of satisfactory supply. Even after releasing the performance security the supplier shall be responsible for coordination to obtain guarantee / warranty from the OEM.
- 5.4. Failure of the successful Bidder to comply with the requirements of Clause 5.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security and the agency shall be blacklisted and debarred for future bidding process of the Academy.

6. Payment:

- 6.1. No advance payment is admissible for the supply.
- 6.2. Bill should be prepared and submitted by the agency in three copies. Payment will be released within 30 days from the date of receipt of bill in the Academy after satisfactory supply of the material.
- 6.3. Tax payable, if any, has to be quoted separately in the Bill.
- 6.4. HSN/SAC should be mentioned clearly on the bill.
- 6.5. Payment will be made by the Academy after deduction of Taxes, other statutory levies as per applicable laws and penalty, if any.

7. Penalty:

- 7.1. Supply of material should be ensured within 60 days from the date of receipt of the purchase order, and delay if any, shall attract a penalty of Rs. 200/- per day subject to maximum 10% of the contract value.
- 7.2. If the agency fails to supply material against the supply order issued the performance security of the agency shall be forfeited by the Academy and the agency shall be black listed & debarred for future bidding process of the Academy.

8. Termination:

- 8.1. Non-compliance of Letter of Acceptance within the stipulated time shall lead to termination of the contract.
- 8.2. The National Judicial Academy may terminate the contract, if the other party causes fundamental breach of the contract
- 8.3. If the supplier, in the judgment of the National Judicial Academy has engaged in corrupt or fraudulent practices in executing the contract, shall be treated as fundamental breach of the contract.

9. Arbitration:

9.1. Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator, to be nominated by the Director, National Judicial Academy, Bhopal and the award/decision thus given by the arbitrator shall be final & binding on both the parties.

10. Other Term & Condition:

- 10.1. The rate quoted should be inclusive of all charges on door delivery basis including G.S.T., Service charges etc. and tax component, if any, shall be shown separately in the final bill for payment.
- 10.2. Commercial offer without valid bid security and not fulfilling the eligibility criteria shall not be accepted.
- 10.3. Conditional offer shall not be accepted.
- 10.4. The material should be supplied at location specified (within the Academy premises), at bidders own cost.
- 10.5. The requirement shown is approximate and the quantity of requirement may vary as per actual requirement at the time of placing order.
- 10.6. The bidder should submit a copy of valid certificate certifying as manufacturer or an authorization certificate issued by Manufacturer along with the bid document, as the case may be.
- 10.7. The Academy reserves the right to award the work to any one or more agencies at a time or reject all the offers without assigning any reason.
- 10.8. The Academy reserves the right to accept or reject any or all offers without assigning any reason(s) thereof. The Decision of the Director, National Judicial Academy Bhopal shall be final and binding on all parties participating in the bidding process.

11. Documents comprising the Bid

11.1. The online bid submitted by the bidder shall comprise the following:

a) Technical Bid

- i. Complete set of bid documents as sold/downloaded, duly filled in and signed on all pages and at different places as requirement of the tender documents, comprising of all information relating to AATO, experience, personnel etc. (scan copy)
- ii. Proof of submission of Bid security. (scan copy)
- iii. All other documents. (scan copy)

b) Financial Bid – Comprising of priced Bill of Quantities (**BoQ**) in excel format. (softcopy)

11.2. The Bid security should be delivered to the Academy in hard copy before due date & time for submission of bid, except those payment which were made through electronic mode.

12. Bid submission and Examination:

- 12.1. The bidder shall submit scan copy of the signed bid as described in Clause-11.
- 12.2. The Bid shall be typed or written in clear visible form and shall be signed by Bidder or its representative duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the Bidder or its representative signing the bid.
- 12.3. The Bid shall contain no alteration or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the Bidder or its representative signing the Bid.
- 12.4. Bid should be submitted online, however documents required as per clause 11.2 shall be submitted in a sealed envelope.

12.5. The Envelop shall be addressed to

The Registrar (Administration)
National Judicial Academy
Bhadbhada Road, P.O. Suraj Nagar,
Bhopal – 462044 (MP)

And bear the following Identification

- i. Bid For : Supply of Mattresses
- ii. Bid Reference No- NJA/Admin/Mattresses/2019/02/ dated : 28/09/2019
- iii. Do not open before -----(Date & time for Bid Opening)
- iv. Name & Address of the Bidder -----

12.6. The above said envelope should be delivered to the Academy, before due date & time for submission of bid, failing which, the bid shall be rejected.

12.7. Bid must be submitted online not later than the date & time specified in IFB, as well as a sealed envelope as specified under clause 12.4 must received by the Employer at the address specified above not later than the date & time specified in IFB. In the event of the specified date for the submission of bid being declared the holiday by the Employer the Bid will be received up to the appointed time on the next working day.

12.8. Any bid received by the Academy on CPP portal and documents as prescribed in clause 11.2 in the Academy, after dead line prescribed in IFB will be treated as late bid and will not be considered.

12.9. On or after the due date and the appointed time the Employer shall first open Technical Bids received within prescribed date and time.

12.10. The bid shall be declared as non-responsive, if the bidder not fulfilling the required eligibility criteria.

12.11. The financial bids shall be opened at a later date, for those bidders whose bids have qualified in technical evaluation and the information of opening will be displayed on the portal.

12.12. All valid Financial Bids shall be opened on or after the notified date and time after declaring the result of Technical Bid.

13. Pre-bid meeting:

13.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place in the Office of the Registrar (Administration), National Judicial Academy, on 15/10/2019 at 11:30 hrs, to clarify issues, if any on any matter that may be raised at that stage.

13.2. Any modification of the bid document, which may become necessary as a result of the Pre-Bid meeting shall be made by the Employer exclusively through the issuance of an Addendum pursuant to Clause 14 and not through the minutes of the Pre Bid Meeting.

Non-attendance at the Pre Bid Meeting shall not be a cause for disqualification.

14. Amendment of Bid Document:

14.1. Before the deadline for submission of bids, the Academy may modify the bid document by using addenda.

14.2. Any addendum thus issued shall be a part of the bid document and the same will be displayed on the Academy website for all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable or email to the Academy.

14.3. To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Academy may extend, the deadline for submission of bids, if necessary.

15. Correction of Errors:

15.1. Correction of Errors as fixed or arranged in the portal.

15.2. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, shall be considered as binding upon the bidder. If the

Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub Clause-4.6.

16. Special Conditions of Contract:

- 16.1. The material supplied at the NJA premises will be received by the authorized representative of the Academy.
- 16.2. The supplied material part or whole will be inspected by the Inspecting Officer(s) as nominated by the competent authority of the Academy and the inspection report shall be submitted on the same.
- 16.3. In case the supplied material is not found in accordance with the specifications, it will be the responsibility of the supplier to replace the material(s) within 07 days after being notified for the same.
- 16.4. In case the rejected material(s) is/are not removed during the time specified above, NJA shall have the right to dispose of the rejected supplies at the manufacturer/supplier's risk and cost.
- 16.5. The materials supplied should not bear any spots, signs of mishandling, broken thread piles, color fading, marks of over stocking, or exposure to water or heat, etc. and should be of good quality according to the specification.
- 16.6. The material supplied should be in standard brand packaging as provided by the OEM with logo/hologram along with quality certificate issued by the OEM, indicating that the supplied material is in accordance with specification provided in this bid document.
- 16.7. No supplier is allowed to recreate or assemble the material in line of the Academy's specification, in local workshop and supply that to us under designated brand name(s).
- 16.8. The supplier should ensure to provide on site Guarantee/Warranty on the final product as provided or prescribed by the OEM.
- 16.9. The mattresses supplied shall be guaranteed against any defect and in case of any such defective material, the same shall be replaced at the cost of supplier.

17. Standard Specification of Mattress:

S. No.	Size	Particulars	Type of Foam	Thickness	Brand (s)
1	6'6"x5'6"of 8 Inch thickness	Top Layer	Real Memory Foam	2 inch	Springwell/ Sleepwell/ Kurl-on or equivalent
2		2 nd Layer	HR Foam	2 inch	
3		Base	Bonded	4 inch	
4	Quilting with good quality knitted fabric from all the sides.				

- 17.1. The Mattresses should have premium breathable knitted fabric (import quality), quilted with memory foam (as per the industry standards).
- 17.2. HR Foam/PU Foam supported with EP sheet should be of 40 density.
- 17.3. The Bonded Foam should be of 100 density.
- 17.4. The materials used in the Mattress should be medicated.
- 17.5. The thickness of the mattresses should not be less than 7 inch.

Check List to be submitted along with Bid documents

No.	Particular	Remark
1.	Bid Security should have the validity period as mentioned under clause-3 of the Bid document and should only be in the form of Account payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal or through e-payment. DD/Bkr's Chq/FDR/e-payment No. _____ Dt. _____ Bank _____ Amount: 14,400/-	Yes/No
2.	Copies of original documents defining the constitution or legal status, shop & Establishment Registration, place of registration, and principal place of business.	Yes/No
3.	Certificate of authorized supplier and/or OEM.	Yes/No
4.	Certificate of authentication by owner for experience of similar type of work. Copies of supply order to Govt./Semi Govt. organization/Autonomous Bodies or any other institution may also be enclosed along with the offer.	Yes/No
5.	Report on the financial standing of the agency, such as income tax return, balance sheet, profit and loss statements and auditor's reports for the past three years.	Yes/No
6.	Copies of PAN, G.S.T.I.N / UIN no.	Yes/No
7.	Whether all columns of the documents are filled and signed by authorized signatory invariably or not.	Yes/No
8.	Copies of all enclosures and are self-attested	Yes/No

Note:-

1. Please put (√) on Yes or No, whichever is applicable.
2. Supporting documentary proof for all the above mentioned items duly self-attested should be enclosed. In case the audited report for the immediate proceeding year is not complete, please enclose the provisional statement certified by self/Chartered Accountant along with justified reason for unaudited report.

Profile of Organization

1. Name of Firm / Organization : _____

2. Status of the Firm / Organization : Proprietary / Partnership/Company/ Government/ Joint Venture /
(support the documents) Other (specify) _____

3. Registration/ License no. of the : _____
firm/or organization

4. Postal Address : _____

5. Telephone No.(s) : _____

6. Fax No. : _____

7. E -mail : _____

8. Web site : _____

9. Year of Establishment : _____

10. Activities/ Services Offered : _____

11. Name of the Principal/ Head of : _____
Organization

12. PAN : _____

13. G.S.T Registration Details : _____

Date:

Place:

Signature of Authorized Signatory

Seal

Annual Turnover:

F. Year	Value (in Rs.)
2016-17	
2017-18	
2018-19	

Information Regarding Experience of similar types of supply: *Attach authentication certificate(s) from the Employer(s).

S. No.	Name of the organization with complete postal address	Private Sector / Govt. Body / PSU / Training Institute	Name and designation of the contact person with Tel. / Mobile No (s)	Description	Value of supply order (Rs.)	Date of issue of supply order	Actual date of completion	Remarks on performance report

Seal & Signature of Authorized Signatory



National Judicial Academy

Bhadbhada Road, P.O. Suraj Nagar, Bhopal-462044

Financial Bid

Bill of Quantities (Price Schedule)

Name of Work: Supply of Mattresses

Bid No. : NJA/Admin/Mattresses/2019/02/

Dated 28/09/2019

[Financial bid shall be submitted in the format attached in excel sheet]

Note:

1. The rate quoted should be inclusive of G.S.T. & all charges for on-door delivery basis

Date: ___/___/___

Signature of Authorized Signatory

Place: _____

Seal