

HIGH COURT OF UTTARAKHAND, NAINITAL

TENDER NOTICE

Dated: March 14, 2012

Subject: - Tender for installing fire safety equipments

This Court invites sealed tender from eligible/experienced vendors for installing of fire safety equipments (48 nos. fire extinguisher cylinders, 1 number fire Hydrant, 6 nos. Iron buckets) in the High Court of Uttarakhand at Nainital.

Interested parties may receive the terms & conditions of supply and configuration of fire safety equipments from the Nazarat Section of the High Court, Nainital on any working day in office hours from 15.03.2012 to 03.04.2012 . 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 3.00 PM on or before 03.04.2012 and tenders will be opened at 3.30 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:

The tender alongwith Earnest Money Deposit in sealed cover addressed to REGISTRAR GENERAL superscripting thereon “TENDER FOR installing fire safety equipments” must reach the office of Registrar General by 3.00 PM on or before 03.04.2012 and tenders will be opened at 03.30 P.M. on 03.04.2012. The tender received beyond the scheduled time shall be summarily rejected.

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 installing the fire safety equipment (fire extinguisher cylinders/fire hydrant) 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 fire safety equipment (fire extinguisher cylinders/fire hydrant) 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 & configuration of fire safety equipments:-

SN.	Type of Equipments	Capacity	Quantity	
1.	Fire Extinguishers	1. A.B.C.	5 Kg	38 Nos.
		2. Co2	4.5 Kg.	9 Nos.
		3. Water Co2	9 Lts.	2 Nos.
Total :-			48 Nos.	
2.	Fire Hydrant	-----	1 No.	
3.	Iron Bucket	9 Lts.	6 Nos.	

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 4 months from the date of order. In case of failure, the Court shall have a right to take appropriate action including forfeiture of security.
4. The firm shall have to supply & install the items at High Court, Nainital at its own expenses.
5. The equipments are to be installed at the residence of Hon'ble the Chief Justice, Hon'ble Judges & Registrar General of this Court. The place of installation of equipments are mentioned at "Annexure-A".
6. 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.
7. Demo of fire extinguisher cylinders will be shown by qualified firm in presence of Fire Extinguisher Officer, Nainital.
8. The qualified firm shall have submit the satisfactory report from the office of Fire Extinguisher Officer, Nainital.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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 inwhole or in part without assigning any reasons thereof.
16. The bills in triplicate for installation prepared on the basis of rates will have to be submitted infavour of the Registrar General, High Court of Uttarakhand, Nainital for effecting payment.
17. The job carried out shall be the satisfaction of the Court after getting certification from the Fire Extinguisher officer, Nainital, 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.

18. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
19. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
20. The firm should have experience in the field of installation the fire safety equipments in the Government Ministries/Departments/Semi-Government organizations including public sector undertaking.
21. 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.
22. The Court reserves the right to vary, amend or alter any terms and conditions of the Tender Document.
23. If any extra work other than above-mentioned work is needed for installation of fire safety equipments or any work that is not needed, should be clearly mentioned in the tender.
24. 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.
25. The Company has to give free service maintenance for one year after installation of the fire safety equipments.

26. 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.
27. Company/firm shall also submit an Agreement for Maintenance Contract (refilling) for a period of five year after expiry of free maintenance period.
28. All disputes shall be subject to jurisdiction at Nainital.

Sd/-
(REGISTRAR GENERAL)
HIGH COURT OF UTTARAKHAND
NAINITAL

ANNEXURE NO. 1

1. RESIDENCE OF HON'BLE CHEF JUSTICE (PANT SADAN)

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front side (Residence)	0	A.B.C.	05 Kg.	01
2	Back side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01
3	Telephone Room	0	A.B.C	05 Kg.	01
4	P.R.O Room	0	A.B.C	05 Kg.	01
5	Staff Room	0	Water CO2 A.B.C	09 Lts. 05 Kg.	02 01
6	Press Room	0	A.B.C	05 Kg.	01
7	Generator Room	A.B.C. C -1	CO2 A.B.C	4.5 Kg. 10 Kg.	01 01
8	Guest House	0	A.B.C	05 Kg.	01
9	Garage	0	Bucket	9 Lts.	06 - Bucket
10	In front of Main Gate	0	Fire Hydrant		01

2. RESIDENCE OF HON'BLE MR. JUSTICE TARUN AGARWALA.

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Ground Floor	0	A.B.C.	05 Kg.	02
2	First Floor	0	A.B.C	05 Kg.	02
3	Beck Side (Residence)	0	A.B.C	05 Kg.	02

3. RESIDENCE OF HON'BLE MR. JUSTICE P. C. PANT.

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front Side (Residence)	0	A.B.C.	05 Kg.	02
2	Back Side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01
3	Generator Room	0	A.B.C	05 Kg.	01

4. RESIDENCE OF HON'BLE MR. JUSTICE B. S. VERMA.

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front Side (Residence)	0	A.B.C.	05 Kg.	02
2	Back Side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01
3	Generator Room	0	A.B.C	05 Kg.	01

5. RESIDENCE OF HON'BLE MR. JUSTICE V. K. BIST.

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front Side (Residence)	0	A.B.C.	05 Kg.	02
2	Back Side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01

6. RESIDENCE OF HON'BLE MR. JUSTICE SUDHANSHU DHULIA.

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front Side (Residence)	0	A.B.C.	05 Kg.	02
2	Back Side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01

7. RESIDENCE OF HON'BLE MR. JUSTICE SERVESH KUMAR GUPTA.

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front Side (Residence)	0	A.B.C.	05 Kg.	02
2	Back Side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01

8. RESIDENCE OF HON'BLE MR. JUSTICE U. C. DHYANI.

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front Side (Residence)	0	A.B.C.	05 Kg.	02
2	Back Side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01

9. RESIDENCE OF REGISTRAR GENERAL SRI RAM SINGH .

SN.	Places where Equipment is to be installed	Available fire Extinguisher	Type of equipment & Type of Fire Extinguisher	Capacity	Quantity
1	Front Side (Residence)	0	A.B.C.	05 Kg.	02
2	Back Side (Residence)	0	CO2 A.B.C	4.5 Kg. 05 Kg.	01 01