

HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2021/1446

Dated: 07-10-2021

SECOND CALL



TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR FIREFIGHTING EQUIPMENT AND FIRE HYDRANT SYSTEM

HIGH COURT OF MADHYA PRADESH, JABALPUR
NOTICE INVITING TENDER

1. The High Court of Madhya Pradesh, Jabalpur hereinafter referred to as '**High Court**' invites sealed tenders in Two Bid system for "Annual Maintenance Contract for Firefighting Equipment and Fire Hydrant System" at its campus at High Court of Madhya Pradesh, Jabalpur from interested, experienced, reputed and capable dealers who fulfill the eligibility criteria of Tender Document and operating their business in Madhya Pradesh.
2. The offers should be submitted in two-bid system i.e. Technical Bid and Commercial Bid in two separate sealed envelopes super-scribing "Annual Maintenance Contract for Firefighting Equipment and Fire Hydrant System at High Court of Madhya Pradesh, Jabalpur " in the respective envelopes duly addressed to Registrar General, High Court of Madhya Pradesh, Jabalpur, Madhya Pradesh.
3. The tender document can be downloaded from High Court website www.mphc.gov.in
4. The Tender Documents should be submitted intact in a sealed cover either in person or by post without tampering with any of the folios thereof & duly filled in and duly signed at the bottom of each folio, by the Bidder or his / their authorized representative and it shall reach at ***Receipt Section / Inward Section of the High Court of Madhya Pradesh, Jabalpur-482001 (M.P.) on or before 25th October, 2021 at 03:00 P.M. and the technical bids of tender shall be opened on same day at 03:30 P.M.***
5. The Bidder should deposit a DD for Rs 10,000/- (Rs. Ten Thousand only) towards the earnest money (EMD) drawn in favour of Registrar General, High Court of Madhya Pradesh, Jabalpur valid for the period of six month. EMD of all unsuccessful Bidders will be returned after

finalization of tender. No interest will be payable on the Earnest Money Deposit.

6. The Registrar General, High Court of Madhya Pradesh reserves the right to award contract for the above work either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions contained in the tender document before accepting the tender or to reject any or all the tenders without giving any notice or assigning any reason. The decision of High Court in this regard shall be final and binding on all.

Registrar General
High Court of Madhya Pradesh

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High Court of Madhya Pradesh Jabalpur

PART-I

Technical Bid

NAME OF TENDERER:

ADDRESS:

ELIGIBILITY CRITERIA:-

(Please attached self- attested documents as per check list)

- a. The Technical Bid should accompany an DD of Rs.10,000/- (Rs. Ten Thousand only) drawn on any nationalized bank / scheduled bank in the name of Registrar General, High Court of Madhya Pradesh, Jabalpur Payable at Jabalpur towards Earnest Money Deposit (EMD) for the period of six month. Tender received without prescribed EMD will be summarily rejected. No exemption will be granted.
- b. The bidder should have necessary qualification and experience in providing firefighting services and should have capacity to engage/employ qualified firemen.
- c. The bidder must submit a self-attested copy (copies) of Recent work order (s) (details filled with attached format Annexure-II) of which the work (s) has (have) been completed within last five years to the one of issue of the company, as a proof of similar work done in a PSU, Central /State Government Organization or subsidiary / joint venture / Regulated company thereof, or a reputed private company etc.
- d. The Bidder should have average annual turnover not less than Rs. 05 lakh for last five years.
- e. The Bidder should not have loss for consecutive two years during last preceding five years.

The tenders of those Bidders who do not fulfill above eligibility criteria are liable for rejection.

B. GENERAL TERMS & CONDITIONS:

- a. The contracting party whether it be a Proprietor / Individual, Partnership firm, Company/Corporation, Society, they shall

be, for the purpose of this contract, be known as “the Bidder”.

- b. The Bidder should submit Technical Bid & Commercial Bid in separate sealed Envelopes super scribing “Technical Bid” and “Commercial Bid” as the case may be as mentioned in the Tender Notice.
- c. Bidder should ensure that the documents are attached with Technical Bid as per Check list and all pages of Tender and documents are signed and stamped.
- d. The Bidder will give a declaration that he has read and understood the conditions and the same shall remain binding upon him in case the work is entrusted to him.
- e. Bidder should submit their details as per attached format Annexure-I with self-attested documents.
- f. The successful Bidder whose tender is accepted shall, within 3 days from issuing / receiving the Letter of Acceptance, be required to pay Security Deposit an amount equal to 10% of the accepted bid and execute the Contract Agreement with High Court as per the General Conditions / Special conditions enumerated in the tender documents, on a Non-Judicial Stamp Paper of Rs. 500/- (Rupees Five Hundred only). If he fails to pay Security or to execute the contract agreement within the stipulated time, the EMD shall stand forfeited, without prejudice to High Court right to rescind the contract and other rights and remedies warranted by the law.
- g. After receipt of Security Deposit or Performance Bank Guarantee from the successful Bidder, EMD will be refunded to all bidders within 2 week.

- h. Bidder/s shall keep his / their offer valid for a period of at least 3 months (90 days) from the date of opening of the Financial Bid/Price Bid. If any Bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer, the EMD is liable to be forfeited.
- i. High Court may at any time after opening of the tender depute a team of its' officials to the site / work place / office of the Bidder to get the credentials of the information furnished by the Bidder verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Bidder is found to be incorrect, the tender of such Bidder shall be liable for rejection.
- j. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters appertaining thereto.
- k. Immediately, on receipt of intimation from the High Court about the acceptance of tender, the successful Bidder will execute the work as per the instructions of the High Court and the written acceptance of the tender will constitute a binding contract between High Court and the Bidder. It will be the responsibility of the Bidder to thoroughly examine the site in all respects.
- l. It shall be the responsibility of the Bidder to meet transportation, food, medical and any other requirements in

respect of the workers engaged by it (Bidder) at High Court and High Court shall have no liabilities in this regard.

- m. High Court will not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Bidder in the course of their performing the functions / duties, or for payment towards any compensation.

C. STATUTORY COMPLIANCE BY THE BIDDER:

- a. Rates quoted by the firm should be in accordance with the Contract Labour Act 1970 / Minimum Wages Act. Tender having quoted rates below the prescribed rates will be rejected. The firm shall ensure payment of minimum wages to the workmen employed by they/them through NEFT to their bank account/s and shall maintain a register of wages and shall issue a wage slip to every workman employed by they/them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility etc. to their employees as per Contract Labour Act 1970. Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment shall be produced with the bill to be submitted to High Court for payment to the Vendor.
- b. The firm has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the laborers of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages act and also keep the

Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

- c. The firm shall indemnify and keep indemnified High Court against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The firm only shall be responsible for liabilities, if any, in this regard.
- d. The Bidder shall not deploy any person below the age of 18 years.

D. DUTIES AND RESPONSIBILITIES OF THE BIDDER:

- a. The Bidder shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Bidder to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and High Court property.
- b. The Bidder shall be responsible for taking good care of all specialized equipment, tools and tackles used for its works. It should bring to the notice of High Court the works that are required to be undertaken in time. In case any damage is caused to the equipment due to the gross negligence of any of the employees of the Bidder, Bidder undertakes to indemnify High Court for such damages. The amount of

damages quantified at discretion of the Registrar General, High Court of Madhya Pradesh shall be final & binding on the Bidder. High Court shall be at liberty to deduct such amount of damages from any dues payable to the Bidder.

- c. The Bidder shall not assign the contract or sublet any portion of the contract. In case of breach of this condition, High Court will serve a notice in writing on the Bidder rescinding the contract where upon the security deposit/performance bank guarantee shall stand forfeited to High Court without prejudice to other remedies against the Bidder.
- d. The Bidder itself must be a qualified Fireman and should have working experience in handling of such jobs.
- e. The employees deployed by the successful Bidder should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.
- f. The Bidder should furnish the quarterly/ yearly maintenance schedule in consultation with Fire Officer.
- g. All personnel employed by the Bidder shall be medically fit and having good health.

E. SCOPE OF THE WORK:

Round the clock maintenance of Firefighting Equipment and Fire Hydrant System as described in the scope of the work such as fire hydrant system etc. job includes servicing of equipment/systems, testing of firefighting pumps sets etc. Following is the list of the equipment required to be operated and maintained by bidder for their smooth working and performance. In order to ensure 100% serviceability for efficient working of the equipment under contract the scope of work will include the following:-

a. Firefighting Equipment and Fire Hydrant System:

- i. Annual Maintenance Contract for Firefighting Equipments and Fire Hydrant System at various locations at different floors in all buildings. The number may increase/ decrease from time to time.
- ii. The contract shall include minimum one general service initially and subsequent quarterly checking & submission of report to the High Court.
- iii. Routine Services (Quarterly):
It includes general cleaning, checking & replacement of Firefighting Equipment and Fire Hydrant System (as required) etc. and any other work to maintain the serviceability of the Firefighting Equipment and Fire Hydrant System and submit report accordingly.
- iv. The AMC shall include repair or replacement of hose clips, hose nozzles, etc. and exclude painting of the Firefighting Equipment and Fire Hydrant System, chassis repair etc.
- v. All Firefighting Equipment and Fire Hydrant System shall be numbered and inventory maintained and materials requiring replacement on quarterly basis.
- vi. All Firefighting Equipment and Fire Hydrant System and boxes shall be cleaned.
- vii. All Firefighting Equipment and Fire Hydrant System shall be pressure tested as per standard norms and water type system shall be refilled with potable water (tube well water shall not be allowed).

b. Hydrant System:

- i. Each Pump should be tested for at least 60 seconds every visit. Discharge of water should be from Hydrant or through a test line. Unnecessary sound and vibration should be noted and corrected.
- ii. Pump automation should be checked.
- iii. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.
- iv. Hydrant externally and terrace shall be tested with hose and branch pipe. The jet shall be operated for at least 2 minutes. Hose shall be dried before rolling.
- v. First Aid Hose Reels shall be tested by swinging it on its support and partly opening the hose and discharge of water for 60 seconds. Each Hose shall be tested. There shall be no leakage from MS piping or from clips holding rubber or even from rubber pipe. Hose pipe shall be rolled back uniformly, line by line.
- vi. First Aid Hose Reel shall be extended to full length and water discharged for 120 seconds. The pipe shall be rolled back uniformly, line by line.
- vii. Internal Hose Cabinet shutters (including glass) shall be cleaned every visit. Dust and dirt within cabinet shall be removed in every visit.
- viii. Any line rupture affecting hydrants should be repaired within 12 hours. Other repairs should be carried out within 24 hours. In case of any delay in carrying out of such works, a fine of Rs. 500 per day shall be imposed.

- ix. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
- x. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.
- xi. The contractor shall not dismantle and remove any items without the knowledge of the High Court. Dismantled items shall be the property of the High Court.
- xii. Contractor will visit the site as and when called by the Protocol Section of the High Court. On his visit he should meet the Protocol Officer and will report about satisfactory working of all equipment.
- xiii. The contractor will be responsible not only for his own men and material but also for the security of the equipment/ materials of the High Court. The cost of repair/replacement of equipment damage due to mishandling by the worker of the contractor will be deducted from the contractor's bill after loss assessment by the Fire Officer. The assessment of the Fire Officer will be final and binding on the contractors.
- xiv. Arranging all major components requiring repair/replacement/refill with prior consent and approval of the High Court. (Only cost of the components shall be reimbursed. The effort involved in procurement and replacement charges shall be deemed to have been included in the contracted amount of this contract).

- xv. The contracting Bidder shall guarantee prompt repairs/replacement/refill of components to minimize interruption. In all probability the Bidder will be required to arrange repair and/ replacement/refill of such damaged components the same day or reasonable time as per situation.
- xvi. Tools & Tackles: The bidder should provide all tools and tackles required for the safe and satisfactory maintenance of the related equipment.

F. SPECIAL TERMS AND CONDITIONS:

- a. The rates quoted should be firm and inclusive of all taxes & duties.
- b. *Last three years Income Tax Certificate, Company Incorporation Certificate, GST Registration Certificate, GST Clearance Certificate dispensed with GST Registration no. (If any) and Valid Trade License Certificate should be submitted along with tender.*

G. DURATION OF WORK:

- a. Initially contract will be awarded to successful bidder for a period of the One Year and based on the performance and services rendered may be extended for another period of one more years with same terms and conditions.

H. MAINTENANCE SCHEDULE:

- a. The Bidder has to carry out a quarterly maintenance and submit detail report as per High Court format for all the equipments / installations mentioned above in the scope of work. It may please be noted that any major repairs or replacement of the equipments will be carried out separately according to necessity of the High Court.

- b. In case of failure of contractor to attend any maintenance, The Registrar General, High Court of Madhya Pradesh reserves the right to get the work done departmentally or through any other agency and cost so incurred with 15% supervision charges will be deducted from the contractor's quarterly bill/s.
- c. If any damage to any equipments and allied accessories occurred due to improper maintenance or negligence in workmanship, the parts/spares will be replaced by the contractor immediately free of cost.

I. SECURITY DEPOSIT (SD):

- a. The contractor should deposit 10 % of the accepted tender value as a Security Deposit within 7 days after receipt of LOI/LOA/ Work Order. After receipt of the Security Deposit EMD will be refunded within 7 days.
- b. Security Deposit will be refunded after successful completion of the AMC period. In case of unsatisfactory performance by the Contractor, Security Deposit shall be forfeited.

J. PAYMENTS:

- a. Advance payments will not be made against work order.
- b. Payment will be made after rendering satisfactory services for every quarter and receipt of Invoice with related service reports and making all necessary deductions of dues & penalties as contemplated under the contract.
- c. Payments will be made through RTGS / NEFT. Bidders should provide their bank details duly signed by authorized signatories along with the copy of cancelled cheque.
- d. TDS will be deducted as per Prevailing Rules.

K. TERMINATION OF THE AGREEMENT:

- a. During the currency of this agreement, High Court shall have the right to terminate this agreement if it is not satisfied with the performance of the Bidder by giving it minimum 30 days notice in writing. For this purpose, High Court shall be the sole Judge to decide whether the performance of the Bidder is satisfactory or not and such decision of High Court shall be final, conclusive and binding on the Bidder and the Bidder shall not be entitled to any compensation in that regard. Further more if on account of nonrenewal of the contract and/or termination of this contract, the Bidder has to terminate its employees, then it shall be the responsibility of the Bidder to pay the legal dues to its employees. In the event of noncompliance of legal requirements Bidder it shall be liable for all the costs and consequences.

L. MISCELLANEOUS:

- a. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to /sought from the Registrar General, High Court, Jabalpur, whose decision in the matters shall be final and binding on the Bidder.
- b. The Bidder and High Court shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the Jurisdiction of Madhya Pradesh. The resultant contract will be interpreted under Indian Laws.

- c. The quoted rate of the contracting Bidder shall be deemed to have taken into account all the conditions mentioned above. The Bidder shall visit High Court premises and properly assess the scope of work. It shall be presumed the Bidder had inspected the premises and made proper assessment and requirements. Once the rate is quoted and accepted and then subsequently, the Bidder shall not raise any dispute that the rate quoted was less without considering the actual requirements.

Signature and seal of the Bidder

Date:

Address:

ENCLOSURES:

**ANNEXURE-I
BIDDER DETAILS/ CHECK LIST**

Earnest Money Deposit (EMD) (To Be Enclosed with Technical Bid)					Page No.
No.	Required Information				
1.	Name and Registered address of the Individual / Firm / Company				
2.	Legal Status (Individual / Proprietor, Partnership Firm, Limited Company, Corporation, Co- Operative Society etc.				
3.	Name of the Contact Person, Designation, Telephone No., Fax No., E-Mail Id				
4.	Month and Year of Commencement of Service Business				
5.	Statutory Details (Photocopies to be Attached)				
5.1	Registration No. of the Firm				
5.2	GST number				
5.3	PAN No.				
5.4	ESI No.				
5.5	PF No.				
6.	Financial Capabilities Attach Last 3 Years Income Tax Returns, Audited Statements of Accounts, Balance Sheet and Profit Loss Statement Certified by CA.				
SN	Details	FY17-18	FY18-19	FY19-20	
i	Annual Turnover				
ii	Net Profit				
iii	Loss (if Any)				

Signature and Seal of Bidder

Date:

Address:

ANNEXURE -II

Description of similar work of Annual Maintenance Contract for Firefighting Equipment and Fire Hydrant System executed during the last Five years.

(Please furnish copies of completion certificate from the Government Department / Organization etc. of five years)

Description of the Work / Order Executed	Actual Value of Work / Order Executed	Name of the Govt. Dept. / Organization etc.	Work Period			Name and Contact No. of the Officer to whom Reference may be made
			Start Date	Finish Date	Stipulated Date	

Signature and seal of Bidder

Date: Address:

ANNEXURE-III
DRAFT AGREEMENT

This Agreement is made on the day of 2021.

Between

1. The High Court of Madhya Pradesh, (hereinafter referred to as 'High Court' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as the FIRST PARTY, and
2. {Name of Agency

WHEREAS High Court invited bids for Annual Maintenance Contract for Firefighting Equipment and Fire Hydrant System at High Court and has accepted a Bid by the Agency for the same in the sum of (Rupees). (Hereinafter referred to as "The Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between High Court and the Agency, and each shall be read and construed as an integral part of the Contract:
 - a. This Contract Agreement
 - b. General Terms and Conditions of Contract
 - c. Special Conditions of Contract
 - d. Technical Requirements (including Schedule of Requirements, Scope of the Work and Technical Specifications)
 - e. The Agency's Bid and original Price Schedules
 - f. Work order

g. {Add if any other documents.}

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by High Court to the Agency/Vendor as hereinafter mentioned, the Agency hereby covenants with High Court to for Annual Maintenance Contract for Firefighting Equipment and Fire Hydrant System at High Court and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. High Court hereby covenants to pay the Agency in consideration of the Annual Maintenance Contract for Firefighting Equipment and Fire Hydrant System at High Court and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed accordingly on the day, month and year indicated above.

For and on behalf of High Court

Signed:

Designation:

For and on behalf of the Agency

Signed:

Designation:

1. In the presence of Witness
 - a. Name :
 - b. Sign :
 - c. Address :
2. In the presence of Witness
 - a. Name :
 - b. Sign :
 - c. Address :

High Court of Madhya Pradesh
Jabalpur
Madhya Pradesh

PART-II

Financial Bid
(To Be Submitted in a Separate Sealed Cover)

NAME OF TENDERER:

.....

ADDRESS:

.....

FINANCIAL BID

Rate Quoted for 'Annual Maintenance Contract for Firefighting Equipment and Fire Hydrant System at High Court of Madhya Pradesh, Jabalpur as per the details indicated in the scope of work.

S.No.	Description	Qty./ Ft.	Unit Price in Rs.	GST in Rs.	Total Amount (all inclusive) in Rs.
1.	Complete paint of Hyder & Raiser and Branch Lines and all require equipments with signal Red (pipe Dia includes and \varnothing 100 mm, \varnothing 80 mm, \varnothing 50 mm, \varnothing 40 mm, \varnothing 32mm & \varnothing 25 mm) Qty in Running Ft.	800			
2.	Smoke Detector (Qty. in Nos.)	100			
3.	Hydrant Valve (Qty. in Nos.)	10			
4.	Panel For Fire Pump	1			
5.	Hose Reel Assy.	6			
6.	Hose Box (Paint, Glass & Gasket)	10			
7.	Two Way Inlet	1			
8.	Fire Alarm Panel	1			
9.	Battery 7aH 12 V	2			
10.	Support Stand for Two way & hydrant	2			
11.	Sprinklers	60			
	Total Amount				

Total Bid price (all inclusive): _____

The rates should be quoted in Indian rupees. Price to be quoted both in digits and in words. In case of a discrepancy in the two, prices quoted in words will be taken as valid.

Name of the person authorized to make the Quote:

Name of vendor

Address

.....

Mob. No.....

Company Stamp or Seal and Sign