

**HIGH COURT OF JUDICATURE AT BOMBAY**

**Hutatma Chowk,**

**Fort, Mumbai 400 032.**

**Tender Notice No. HIGH COURT/OUTSOURCING HR/44/2024**

**Dated: 02/02/2024**

The High Court of Judicature at Bombay invites online bids (Technical & Financial) from the registered and experienced Agency/Contractor in appropriate Class which are valid for a minimum period of 180 days from the date of opening of bids (i.e.,16/02/2024) for **“The selection of Outsourcing Agency/Contractor to provide 50 numbers of contractual Human Resource (as per Annexure-3) for the period of 11 months at the High Court of Bombay and its Benches at Nagpur and Aurangabad”**.

The prospective bidders desirous of participating in this tender may submit their written queries to the undersigned on or before 09/02/2024 at 04.00 p.m. by email at [cpc-bom@ajj.gov.in](mailto:cpc-bom@ajj.gov.in) with the subject line “Pre-bid queries in respect of Outsourcing HR”. Based on queries received, the High Court may amend the Tender/ issue Corrigendum, if required. Inputs/suggestions/queries submitted by Bidders as a part of the pre-bid meeting or otherwise shall be given due consideration. However, the High Court is neither mandated to accept any submission made by the Bidder nor the Bidder shall be given any written response to their submissions. If an input is considered valid, the same shall be accepted and incorporated as part of the Corrigendum.

A pre-bid will be conducted through Video Conferencing for which the required web link and time will be communicated to the bidder who has sent their queries. A link will be also published on the website of the Bombay High Court. The bidder who wants to join it has to send an Identity card letter through email, for the person who will join the video conferencing meeting. The attendance on Video conferencing will be marked as per the list of the participant. While joining the meeting, the name of the person who will join along with the name of the firm for whom he will join shall be displayed. While conducting the meeting, the participants shall maintain etiquette, if failed then they will be quit from the meeting.

Interested parties may view and download the Tender document containing the detailed terms & conditions, from the Websites viz. <http://mahatenders.gov.in> and <http://bombayhighcourt.nic.in>.

Sd/-

**Registrar General  
High Court, Bombay.**

**HIGH COURT OF JUDICATURE AT BOMBAY**

**Hutatma Chowk, Fort,**

**Mumbai 400 032.**

**Tender Notice No. HIGH COURT/OUTSOURCING HR/44/2024**

**Tender Document for “The selection of Outsourcing Agency/Contractor to provide 50 numbers of contractual Human Resource for the period of 11 months at the High Court of Bombay and its Benches at Nagpur and Aurangabad”**

### Document Control Sheet

Tender Reference No.	<b>HIGH COURT/OUTSOURCING HR/44/2024</b>
Name of Organization	High Court of Judicature at Bombay
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category(Services/Goods/works)	Goods/Service
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/C ell)	Empanelment/work/Service
Product Category	Computer Manpower
Re-bid submission allowed (Yes/No)	Yes
Is Offline Submission Allowed (Yes/No)	No
General Technical Evaluation Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	No (after Technical Bid Opening)
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Online
Date of Issue/Publishing	06/02/2024 (11.30 am)
Document Download/ Sale Start Date	06/02/2024 (11.30 am)
Document Download/ Sale End Date	15/02/2024 (12.00 pm)
Clarification Start Date	06/02/2024 (11.30 am)
Clarification End Date	09/02/2024 (04.00 pm)
Pre-bid Meeting	12/02/2024 (11.30 am)
Last Date and Time for Uploading of Bids	15/02/2024 (12.00 pm)
Date and Time of Opening of Technical Bids	16/02/2024 (02.00 pm)
Contract Type (Empanelment/ Tender)	Tender
Tender Fee	Rs.15,000/- Rupees Fifteen Thousand Only
Number of Covers/Packets (Technical and Financial)	2
Bid Validity days (180/120/90/60/30)	180 day
Location (Work/Services/Items/As per Tender document)	As per Tender document
Address for Communication	<b>Registrar General High Court, Bombay</b>

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### **INSTRUCTIONS FOR ONLINE BID SUBMISSION:-**

The Registrar General on behalf of the Bombay High Court invites Online bid for "The selection of Outsourcing Agency/Contractor to provide 50 numbers of contractual Human Resource for the period of 11 months at the High Court of Bombay and its Benches at Nagpur and Aurangabad".

A Tender document has been published on the e-tendering System of the Government of Maharashtra at <http://mahatenders.gov.in>. The bidders are required to submit soft copies of their bids electronically on the e-tendering System of the Government of Maharashtra, using valid Digital Signature Certificates.

Detailed information for submitting Online bids may be obtained at <http://mahatenders.gov.in>.

### **PREPARATION OF BIDS:-**

Please go through the 'Tender Advertisement' and the 'Tender Document' carefully to understand the documents required to be submitted as a part of the bid. Please note the number of covers [**as per Annexure-13**] in which the bid documents have to be submitted, the number of documents- including the names and content of each of the documents that need to be submitted. Any deviations therefrom may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule and generally, it can be in PDF / RAR format. Scanned documents should be legible.

Before submitting the bid, the bidders should take into account the corrigendum, if any, published before submitting their bids.

### **ASSISTANCE TO BIDDERS:-**

1. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the **Central Project Coordinator** by sending an email at **cpc-bom@aij.gov.in** or calling on a telephone No. 022-20820565 as mentioned in the Tender document.
2. Any queries relating to the process of online bid submission or queries relating to the e-tendering System of the Government of Maharashtra i.e <http://mahatenders.gov.in>, in general, may be available at the 24x7 Help desk. The Contact No. is 1800 3070 2232 / Mobile: +91-7878107985, +91-7878107986 + 91-7878007972 and +91-7878007973.

## **SECTION- I**

### **1.1 SUBMISSION OF PROPOSAL:-**

**1.1.1** Bidder should log on to the e-tendering system of the Government of Maharashtra well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time. The High Court shall not be responsible for any delay due to any issues/ uploading the Bid or depositing online Fee/EMD, etc.

**1.1.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document, as per **Annexure-13**.

**1.1.3** Only “Online” payments will be accepted.

**1.1.4** Bidders are requested to note that they shall submit their Technical bids and Financial bids in the pdf /Xls/RAR format. No other format is acceptable.

**1.1.5** Technical and Financial bid shall be typed or written and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.

**1.1.6** The time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referring to the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

**1.1.7** Upon the successful and timely submission of bids, the ‘**Portal**’ will display a successful bid submission message & a bid summary will be displayed with the Bid No., the date and time of submission of the bid and all other relevant details.

**1.1.8** The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening Meetings.

**1.1.9** The bid must contain the name, office and after office hours addresses including telephone number(s) including of the person(s) who are authorized to submit the bid with their signatures. A certificate from the bidder’s HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid are the person(s) authorized to sign on behalf of the Company.

**1.1.10** The Bids which are unsigned, unstamped and without a certificate of the authorized person from the bidder’s HR/Legal Department, shall not be accepted.

**1.1.11** Bids that are **NOT** submitted as per the specified format and nomenclature shall be out rightly rejected.

### **1.2 UNIFORMITY:-**

To provide uniformity and to facilitate comparison of proposals, all information submitted must refer to the page number, section, or other identifying

references in this tender document. All information submitted must be noted in the same sequence as they appear in this tender document. All pages of the proposal must be paginated.

### **1.3 ONLY ONE PROPOSAL:-**

Bidder may submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be rejected.

### **1.4 COST OF BIDDING:-**

Bidders shall bear all costs associated with the preparation and submission of its Proposal. The High Court shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **1.5 PROPOSED MATERIAL:-**

**1.5.1** The Proposal material submitted in response to the Tender becomes the property of the High Court and is to be appended to any formal document which would further define or expand the contractual relationship between the High Court and the Bidder. All the materials submitted will be considered as part of this Tender.

**1.5.2** The Bids and all correspondence and documents relating to the bids shall be in English.

**1.5.3** Tender process will be over after the issuance of the **Letter of Award/Work Order** to the successful Bidder(s).

### **1.6 SUBCONTRACTING:-**

**1.6.1** The Bidder shall not assign or sub-contract any part of the contract to any individual, firm or entity, in any form without prior written permission of the Registrar General.

**1.6.2** Any breach of the restriction may result in termination of the contract and forfeiture of the EMD/ Security Deposit and encashment of the Performance Bank Guarantee.

### **1.7 NEGOTIATIONS:-**

**1.7.1** The High Court reserves the right to negotiate the prices quoted in the bid to effect downward modification.

**1.7.2** The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

**1.7.3** The successful Bidder shall confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

## **1.8 ACCEPTANCE AND REJECTION OF PROPOSAL:-**

**1.8.1** The Registrar General reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time before issuance of a Letter of award/Work Order without assigning any reasons and without incurring any liability to the Bidders.

**1.8.2** The High Court is not bound to accept the lowest tender and acceptance of tender may also be based on systems with technically sound features. In this regard, the decision of the High Court shall be final.

**1.8.3** Any conditional and/or incomplete bid shall be summarily rejected.

**1.8.4** If the bidder has not complied with the G.R. dated 27<sup>th</sup> January 2015, his bid will be rejected.

**1.8.5** The amount of tender submitted by the bidder is found as contravening with the provisions of Minimum Wages Act (i.e. Minimum Wages + Special Allowance + Bonus + G.P.F. + E.S.I.C. + Gratuity + Other applicable allowances), then the bid will be rejected.

## **1.9 ACCEPTABLE BANKS:-**

**1.9.1** All Bank related documents should be submitted only from the Nationalized / scheduled Banks.

**1.9.2** Bids are to be submitted as per the “**Annexure – 13: Bid Submission**”. While submitting the bid, the bidder shall check the list at **Annexure – 14**.

## **1.10 BID SCOPE:-**

The bidder cannot bid for a specific item of the tender scope and shall bid for the entire tender.

## **1.11 BID VALIDITY:-**

The bids shall remain valid for **180 days** from the date of opening of the bid. The validity period can be extended at the sole discretion of the Registrar General.

## **1.12 BID PRICES:-**

**1.12.1** The Bidder shall give the pricing as a total composite price inclusive of GST applicable to the Contract. The Tax components will be calculated separately.

**1.12.2** The arithmetical errors in Financial Proposal shall be rectified as under:

i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and respective weightage, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Registrar General, there is an obvious misplacement of the decimal point in the

unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

iv) If there is a discrepancy between the quantity specified by the High Court and the quantity indicated by the Bidder in any price schedules, the quantity specified by the High Court shall prevail and shall be corrected accordingly.

**1.12.3** If the Bidder does not accept the correction of errors as per this Clause, his bid will be rejected and the amount of EMD forfeited. The High Court may invite the next lowest Bidder for negotiations and finalization of the Contract/Agreement.

**1.12.4** The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which “-“ is indicated) in the Price Schedules will be deemed to have been included in other items (s).

### **1.13 MODIFICATION AND WITHDRAWAL OF BIDS:-**

**1.13.1** The Bidder is allowed to modify or withdraw its submitted bid any time before the last date prescribed for receipt of bids, by giving in writing, an intimation 7 days in advance.

**1.13.2** After the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

**1.13.3** The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD of the Bidder.

### **1.14 LOCAL CONDITIONS:-**

**1.14.1** Each Bidder shall fully get acquainted with the local conditions and factors, which may have any effect on the performance of the contract and /or the cost.

**1.14.2** The Bidder is supposed to know all conditions and factors, which may have an effect on the execution of the contract after the issue of Letter of Award/Work Order as described in the bidding documents. The Registrar General shall not entertain any request for clarification from the Bidder regarding such local conditions.

### **1.15 CONFLICT OF INTEREST**

**1.15.1** Bidders must disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of a Bidder or termination of its Contract.

**1.15.2** In the event of a conflict of interest, the Bidder may seek no objection from the High Court to bid. Such a request will be considered on merits.

**1.16 CONFIDENTIALITY:-**

**1.16.1** The term “**Confidential Information**” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, Router or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business processes and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

**1.16.2** Information relating to the examination, evaluation, comparison, post-qualification of Proposals and recommendation of Contract award, shall be confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such processes.

**1.16.3** The Bidder or Service Provider should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

**1.16.4** At all times during the performance of the Contract, the bidder or Service Provider shall abide by all applicable High Court security rules, policies, standards, guidelines and procedures. The bidder or Service Provider shall note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

**1.16.5** The bidder or Service Provider shall not disclose to any other party and keep6 confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

**1.17 CLARIFICATION OF PROPOSALS:-**

**1.17.1** To assist in the examination, evaluation, comparison and post-qualification of Proposals, the High Court may, in its discretion seek, clarification of its Proposal in any bidder. The Bidder must furnish the required clarification in writing within the stipulated time.

**1.17.2** Any clarification submitted by a Bidder that is not in response to a request by the High Court shall not be considered.

**1.17.3** No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to

confirm the correction of arithmetic errors identified by the High Court in the evaluation of the Proposals.

**1.17.4** No inquiry shall be made by the bidder(s) during the evaluation of the Tender, after the opening of the bid, till the final decision is conveyed to the successful bidder(s). However, the Registrar General may seek clarifications from the bidders, which the bidders must furnish within the stipulated time else the bid of such defaulting bidders will be rejected.

**1.18 NON-CONFORMITIES, ERRORS, AND OMISSIONS:-**

**1.18.1** The bidder is expected to comply with the true intent of this tender and shall not avail benefits of any errors or omissions to the detriment of the services. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Registrar General in writing, and the Registrar General shall issue instructions to be followed. The bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the tender document. The High Court may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

**1.19 UNDUE INFLUENCE:-**

Any attempt by a Bidder to influence the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions, in any manner, may be treated as sufficient ground for the rejection of its Proposal.

**1.20 AMENDMENT OF BID DOCUMENTS:-**

**1.20.1** At any time, before the date of submission of Bids, the Registrar General, may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments. The modification shall be published only on the website of the High Court and the e-tendering website of the Government of Maharashtra. The modifications shall not be communicated to any bidder in writing. Prospective Bidders are advised to periodically browse this Website to find out any further Corrigendum / Addendum / Notice published for this Tender.

**1.20.2 RIGHT TO ALTER ITEMS**

The High Court reserves the right to include or exclude any tender item, and also to make a change in eligibility or quantity of Human Resource Personnel.

**1.20.3 MODIFICATION AND WITHDRAWAL OF OFFERS:-**

The bidder may modify its bid through the e-tendering system at any time before the submission of bids. However, withdrawal of the original offer will not be allowed. No offer can be modified by the Bidder, after the closing date and time for submission of offers. If a date of submission is extended due to some

reasons, modification in the offer is possible till the extended period provided the bid has not been opened.

**1.20.4** If the Bidder is amalgamated/merged or otherwise taken over/ by another entity or/is hired off to another entity all the obligations under the agreement with the High Court, shall also be complied with by the new entity/resulting company.

**1.20.5** During the validity of the Bid including the extended period, if any, if the Bidder quotes, sells, or exhibits written intention to provide any contractual Services of Human Resources to any other Department/ Organization at a price lower than the price fixed for the High Court under similar terms and conditions, the Bidder shall forthwith upon quoting such lower rate(s) pass on the cost-benefit to the High Court. In the event of lowering of Government levies after the finalization of the Bid, the Bidder shall pass on the benefits to the High Court, and in the event of an increase in government levies after the finalization of the Bid; the High Court shall bear the pro-rata increase to the Bidder if the same has been explicitly given in the Financial Annexure.

**1.20.6** Request by selected Bidder for rate variation due to fluctuation in the foreign exchange rate (USD) will not be considered.

**1.20.7** The Bid of the bidders, quoting false information will be cancelled and EMD will be forfeited. Bidders, who do not provide this undertaking, shall not be considered.

#### **1.21 OBJECTIVE / SCOPE:-**

**1.21.1** The High Court of Judicature at Bombay invites a tender from a reputed Agency/Contractor for “**The selection of Outsourcing Agency/Contractor to provide contractual Human Resource at the High Court of Bombay and its Benches at Nagpur and Aurangabad**”.

**1.21.2** This Tender caters to hire 50 contractual human resource personnel to perform activities of data entry work of pending and disposed cases, compiling digital case files, scanning, bookmarking and pagination of the e-filed cases or cases received in soft form and to make arrangements of availability to the Hon’ble Judges and Section/Departments of Original and Appellate Side of High Court of Bombay and its Benches at Nagpur and Aurangabad. The work contract of these contractual Human Resource will be assigned for a period of 11 months. The number of positions, designation, educational qualification, experience, Age limit, Remuneration (CTC) and indicative responsibility of personnel to be deployed is given in Annexure-3.

**1.21.3** e-Tender is valid for 180 days from the date of opening.

#### **1.22 GENERAL INSTRUCTIONS TO THE BIDDERS:-**

**1.22.1** The cost of preparing a proposal, the cost involved for the technical presentation and of visits to the High Court is not reimbursable.

**1.22.2** All alternation over-writings in the proposal should be authenticated by the initials of the authorized signatory.

**1.22.3** Successful bidder must ensure his establishment in India and Maharashtra and location mentioned in this tender document for services and support.

**1.22.4** The decision of the High Court arrived during the various stages of the evaluation of the bids is final and binding on all bidders. Any representation towards these shall not be entertained by the High Court.

**1.22.5** In case the successful bidder is found in breach of any condition(s) of the Tender or supply order, at any stage during the contract period of deployment of human resources personnel, legal action as per Rules/Laws will be taken.

**1.22.6** Canvassing in any form will lead to disqualification of the bid. Any attempt by the bidder to bring pressure towards the High Court's decision-making process, such bidders shall be disqualified for participation in the present Tender and this bidder may be liable to be debarred from bidding for the High Court Tenders in future.

**1.22.7** In case of any lost/theft of the property/record of the Court at the instance of the Human Resource provided by bidder, the bidder will be held responsible for the same.

**1.23 IMPORTANT POINT TO BE NOTED BY THE TENDERER:-**

Relevant provisions of the below mentioned Government Resolutions :

**1.23.1** Law & Judiciary Department, Government Resolution No. padani 2512/prakr 157/ka 12, dated 26/02/2013.

**1.23.2** Finance Department, Government Resolution No. padani 2013/prakr 112/13/Vittiy Sudharna – 1, dated 02/12/2013.

**1.23.3** Law & Judiciary Department, Government Resolution No. padani 2512/prakr 157/ka 12, dated 27/01/2015.

**1.23.4** Law & Judiciary Department, Amended Government Resolution No. padani 2512/prakr 157/ka 12, dated 03/02/2015.

**1.23.5** Law & Judiciary Department, Government Resolution No. kantrati 2016/prakr 194/12, dated 23/02/2017.

**1.23.6** Law & Judiciary Department, Government Resolution No. kantrati 2016/prakr 194/12, dated 09/08/2017.

**1.23.7** Finance Department, Government Circular No. padani-2016/prakr 29/16/Vittiy Sudharna-1, dated 02/08/2016.

As well as the Notifications/directions/guidelines that will be issued by Government from time to time will be applicable to the Tenderer/Agency/contractor.

**1.24 DEFINITIONS:-**

a) “**Applicable Law**” means the laws, enactments and any other instruments having the force of law in India, as may be issued from time to time.

- b) **“Authority”** means the authorized officer of the concerned Court/Court Receivers/the Maharashtra Judicial Academy, Uttan (MJA) and Maharashtra State Legal Services Authority.
- c) **“Bank” or “Banks”** refers to all Nationalised and scheduled Indian Banks as per the current list of Reserve Bank of India.
- d) **“Bidder”** means a Company, a firm which participates in the tender and submits its proposal.
- e) **“Contract”** means an agreement entered into between the Registrar General of High Court and the Service Provider / Bidder, as recorded in the Contract Form signed by the parties, including all attachments and all documents incorporated by reference therein.
- f) **“Contract Price”** means the price payable to the Successful Bidder under the ‘Letter of Award’ for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.
- g) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution.
- h) **“Court”** means all Courts and Tribunals within the jurisdiction of the High Court.
- i) **“High Court”** means the High Court of judicature at Bombay and its Benches at Nagpur and Aurangabad and Seat at Panjim Goa.
- j) **“in writing”** means communicated in written form with proof of receipt.
- k) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- l) **“Kick Off Meeting”** means a meeting convened by the High Court to discuss and finalize the work execution plan and procedures with the successful Bidder.
- m) **“Letter of Award”** means a signed letter by the Registrar General, High Court to award the work.
- n) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- o) **“Outsourced Contractual Staff (OCS)”** means the contractual manpower provided by the bidder pursuant to the work order placed by High Court.
- p) **“Registrar General”** means the Registrar General of the High Court of Judicature at Bombay.
- q) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award.

### **1.25 TENDER FEES :-**

The Bidder needs to submit non refundable tender fee of **Rs.15,000/- Fifteen Thousand Only** by online.

### **1.26 EARNEST MONEY DEPOSIT (EMD) :-**

**1.26.1** Bidders are required to submit refundable EMD **as per Annexure -1: Earnest Money Deposit** by online or by uploading Bank Guarantee as provided in clause 1.27.3.

**1.26.2** Where the amount of EMD is below Rs.1,00,000/- (Rupees One lakh), it is mandatory to submit EMD by online. A Bank Guarantee will not be accepted where the amount of EMD is below Rs.1,00,000/- (Rupees One lakh).

**1.26.3** Bidders shall upload a copy of a Bank Guarantee in the form of a Bank Guarantee in “**Annexure – 17**” in the Technical Cover. The Original Bank Guarantee be submitted to the High Court before the time of bid opening i.e. 16/02/2024 at 12:00 pm (as mentioned in the **Annexure – 8**).

**1.26.4** A Bank Guarantee must be properly stamped. The Bidder shall bear the necessary expenses of the Stamp duty. Unstamped or improperly stamped Bank Guarantee will not considered as a valid Bank Guarantee.

**1.26.5** The Earnest Money Deposit will be returned as per procedure of e-tendering.

**1.26.6** The EMD of the successful Bidder will be returned when the Successful Bidder has signed the Contract Agreement and has furnished the required Performance Guarantee.

#### **1.26.7 Exemption from payment of Tender fee & Earnest Money Deposit (EMD):**

**a)** The bidders who are registered as Micro Small Medium Enterprises (MSME) with the District Industries Centre (DIC) or National Small Industries Commission (NSIC) or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from payment of earnest money deposit and Tender Fee provided they to furnish a photocopy of a valid registration certificate in support of claim along with their request letter.

**b)** The certificate should be valid on the scheduled date/Extended date of submission of tender.

**c)** The items of Product/Services mentioned under the certificate should be the same or similar to the tendered items.

**d)** **In case the MSME registration certificate is found to be invalid during evaluation, the bid of such bidder shall be rejected.**

#### **1.26.8 Forfeiture of EMD:**

The EMD will be forfeited under the following circumstances:

**(i)** If a Bidder withdraws its bid during the period of bid validity, Or

**(ii)** If the Bidder fails to accept corrections of arithmetic errors identified by the High Court in the Bidder's bid (if any), Or

- (iii) If the Successful Bidder fails to make arrangement for technical evaluation of the offered product within the stipulated time, Or
- (iv) If the Successful Bidder fails to accept the Letter of Award and /or execute an agreement within the stipulated time, Or
- (v) If the Successful Bidder fails to furnish the Performance Guarantee within within the stipulated time.

### **1.27 ELIGIBLE BIDDER:-**

The eligible Bidder shall be shortlisted during the evaluation process for this tender at the High Court.

### **1.28 ELIGIBILITY CRITERIA:-**

**1.29.1** Eligibility Criteria is given in the “**Annexure – 4: Eligibility Criteria**”.

**1.28.2** Documentary evidence for compliance of each of the eligibility criteria must be enclosed along with the bid together with the references as required in the “**Annexure – 4: Eligibility Criteria**”. The bidder shall check a list (Annexure-14) before uploading documents for the eligibility criteria.

**1.28.3** Relevant portions, in the documents submitted in pursuance of the eligibility criteria shall be highlighted and all pages of the bid document should be serially numbered.

**1.28.4** If a bid is not accompanied by all the above mentioned documents, the same would be rejected.

**1.28.5** The High Court reserves the right to seek clarifications on the already submitted documents.

### **1.29 TECHNICAL BID:-**

**1.29.1** The Technical bid must be submitted online as per the instructions on the portal and in this tender document. The documents mentioned in the “**Annexure – 4: Eligibility Criteria**” are mandatory and should be submitted in the cover of Technical Bid.

**1.29.2** Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid submitted by the bidder.

### **1.30 FINANCIAL BID:-**

The bidder shall submit duly filled and signed financial bid in prescribed format in spreadsheet file (BoQ) and Scanned document (pdf.).

### **1.31 OPENING OF BIDS AND BID EVALUATION :-**

**1.31.1** Technical Covers will be opened as per Schedule mentioned in the Tender Document and the Financial Covers of technically qualified Bids will be

opened on the later date as per procedure of e-Tendering System of Government of Maharashtra.

**1.31.2** The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

**Note :** The High Court may waive any minor informality or non-conformity or irregularity in a Bid.

1.31.3 The High Court reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

### **1.32 AWARD CRITERIA:-**

**1.32.1** A contract will be awarded to an eligible bidder whose commercial offer is determined to be L1, the lowest evaluated valid offer for a particular item or all items.

**1.32.2** Lowest bidder will be decided based on a unit price and/or aggregate price of the services, performance, etc.

**1.32.3** In the event of any mismatch in the Gross Total Value (GTV) mentioned at **Annexure - 11 : MF01A** and total of **Annexure-12 : MF01B** of the lowest quoting bidder, the following criteria will be adopted to remove the discrepancy between these two values:

i) When GTV has given in **Annexure – 11 : MF01A** is greater than the GTV given in Annexure MF01B: The value given in **Annexure – 12 : MF01B** will be taken as the value for Annexure MF01A.

ii) When GTV has given in **Annexure – 11 : MF01A** is less than the GTV given in Annexure MF01B: The value given in **Annexure – 12 : MF01B** will be replaced with the value given in **Annexure – 11 : MF01A** and the item wise value for each item in **Annexure – 12 : MF01B** will be reduced on a Pro-Rata basis and consequently unit values will be worked out.

**1.32.4** If a lowest quoting bidder fails to accept the individual unit rates rationalized/reworked as per the above procedure, his bid will stand cancelled. EMD of such defaulting bidder will be forfeited.

**1.32.5** The High Court reserves the right to further negotiate the prices quoted by the L1 bidder.

**1.32.6 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:** The High Court shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or

all offers, including those received late, or incomplete, without assigning any reason therefor. The High Court reserves the right to make changes in terms and conditions of the tender. The High Court will not be obliged to meet and have discussions with any of the Bidder and/or to give a hearing on their representations.

**1.32.7** Before the expiry of the Proposal validity period, the High Court shall notify the successful bidder, in writing, that its Proposal/bid has been accepted. The successful Bidder shall send its acceptance letter to the High Court within 10 days.

### **1.33 PLACING OF LETTER OF AWARD/WORK ORDER:-**

**1.33.1** Objection, if any, to the Work Order must be reported to the High Court by the Bidder within three (3) working days from the date of the Work Order for modifications, otherwise it will be assumed that the bidder has accepted the Work Order in totality. This is applicable in the case of electronic publication/delivery of Work Order also.

**1.33.2** On the receipt of the Work Order, the Bidder shall obtain all the necessary permits

### **1.34 SIGNING OF CONTRACT:-**

**1.34.1** The Registrar General will send the Successful Bidder a draft of an agreement to be entered into between the parties.

**1.34.2** The Successful Bidder shall execute an agreement within 15 (Fifteen) days from the date of the Letter of Award/Work Order. The agreement must be duly stamped as per the provisions of the Maharashtra Stamp Act. The Bidder shall bear the necessary expenses of the Stamp duty. An unstamped or improperly stamped Agreement will not be considered a valid Contract.

**1.34.3** The Registrar General shall be the authority to sign a contract for and on behalf of the High Court.

**1.34.4** Until a formal Contract is prepared and executed, the notification/letter of the award shall constitute a binding Contract.

### **1.35 CANCELLATION OF CONTRACT:-**

The Contract may be canceled due to any of the reasons mentioned here under:

**1.35.1:** If the bidder:

(a) submits incorrect/fake documents, or

(b) is found wanting in commitment to work plans, adherence to the guidelines, while executing the job.

or

(c) Violation of any condition of the tender/ contract or part of any condition of the tender document/contract, or

(d) has directly, or indirectly engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; and may be barred from any other bid in respect of work of the High Court

(e) fails to make written disclosure as per the Disclosure Clauses of this Tender, either at the time of submitting the proposal or after the contract has been signed with the Bidder.

**1.35.2** The contract may terminate in any of the following contingencies:

a) On the expiry of the contract period, without any notice at any time during the currency of services for whatever reason by giving two months case the services rendered by the bidder are not found satisfactory and in conformity with the general norms and the standard prescribed for the service.

b) On assigning of the contract or any part thereof or any benefit or interest therein on there under by the contractor to any third person for sub-letting the whole or a part the contract to any third person, without notice

c) On bidder being declared insolvent by the competent Court of law without any notice.

d) In case bidder is not interested to continue the contract subject to the condition that the mentioned before, then his security deposit shall be forfeited and bank guarantee shall be encashed in proportion to the period falling short of the specified period.

e) Provided that during the notice period for termination of the contract, in the situation contemplated above, the bidder shall keep on discharging his duties before till the expiry of notice period.

**1.35.3:** Any other reason as the High Court may deem fit for cancellation.

### **1.36 TERMINATION BASED ON FUNDING :-**

The Contract resulting from this Tender will be subject to the availability of Funds with the High Court. In the event of the paucity of such funds, the High Court reserves the right to terminate or suspend the contract for an agreed period, without any penal charges by giving a notice in writing not less than sixty (60) days before the effective date. In the event of termination, the Bidder shall be paid for services performed under this Contract up to the effective date of termination.

### **1.37 PAYMENT PROCESS :-**

**1.37.1** A pre-receipted bill and other relevant documents shall be submitted (three copies) to the Office of the Central Project Coordinator, e-Courts Project, Bombay High Court.

**1.37.2** An invoice shall contain the number of deployed contractual human resource personnel under one Work Order only. Bill /Invoice shall not be combined for more than one Work order.

**1.37.3** 100% advance payment will be made after successful deployment of contractual human resource personnel thereof for the period of Eleven months.

**1.37.4** As far as possible, payment will be made within 60 days after submission of duly signed and stamped Invoice/Bill.

**1.37.5** All payments shall be made in Indian Rupees subject to deduction of after statutory and contractual deductions including liquidated damages, if applicable.

**1.37.6** No payment will be made for the contractual human resource personnel who is deployed over and above the Work Order without obtaining prior permission of the High Court.

### **1.38 TERMS OF PAYMENT :**

**1.38.1** The consolidated fee/remuneration payable to the contractual Human Resource Personnel including Service Charges of the Agency/Contractor shall be as per the rate prescribed by High Court in the work order.

**1.38.2** The Agency/Contractor shall submit the monthly bills 5th of every month in triplicate enclosing the charge.

**1.38.3** The Agency/Contractor shall make regular monthly due payment to the deployed manpower and other payments on or before 5th of every month in the individual bank account of the deployed human resource personnel.

**1.38.4** Proof of Challan / Receipt deposited with the Regional Provident Fund Commissioner and ESI Office for the payment made towards applicable provident fund, ESIC for the previous month shall be submitted.

**1.38.5** If the Agency/Contractor fails to make payment to the deployed manpower within the stipulated period or in case High Court receives any complaints regarding non-payment of salaries to the personnel deployed in High Court, the Agency/Contractor will be liable for deduction @ Rs.5000/- per day towards penalty from the security deposit.

### **1.39 LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

**1.39.1** The Agency/Contractor shall ensure that the individual manpower to be deployed for the High Court of Bombay conforms to the educational and skill qualifications prescribed in this tender document or communicated from time to time.

**1.39.2** The Agency/Contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.

**1.39.3** The Agency/Contractor shall be responsible for proper conduct of personnel deployed for the High Court. In case of any damage/ loss/theft etc. to the property of High Court which is caused by the personnel deployed by the Agency/Contractor, the Agency/Contractor will either be liable to make good the loss on the basis of the value of the property as determined by High Court or

the same could be recovered from the performance guarantee/ monthly payments due to the Agency/Contractor.

**1.39.4** The Agency/Contractor shall provide the required number of contractual manpower within a period of 15 days from the date of the contract / requisition made from the concerned authority and thereafter within one month of demand from time to time and failure to comply with the same or found deficient in service shall invite penalty fee of Rs.1000/-per day/per man power or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service.

**1.39.5** The Agency/Contractor shall replace within one month any of its personnel who are found unacceptable to the High Court because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the Bombay High Court.

**1.39.6** The delay in providing manpower demanded or a substitute beyond seven working days would attract a penalty @ Rs.1000/- per day/per manpower on the Agency/Contractor. However High Court shall have power to condone the delay or reduce penalty if it is found that reasons for delay were beyond control of Agency/Contractor.

**1.39.7** The personnel deputed to High Court shall not be changed by the Agency/Contractor in any circumstances unless there is a specific request for so from Client in writing or written request of the concerned person.

**1.39.8** The persons deployed by the Agency/Contractor shall not claim nor shall be entitled to any pay, perks and other facilities admissible to regular/confirmed employees of the High Court during the currency or after expiry of the contract.

**1.39.9** In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency/Contractor shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the High Court.

**1.39.10** The Agency/Contractor shall provide a substitute at least 30 days in advance if there is any probability of the person leaving the job for any reason, or person is going on long leave of more than 1 Month. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency/Contractor.

**1.39.11** It shall be the responsibility of the Agency/Contractor to provide skilled/trained manpower to be deployed at the High Court. The Agency/Contractor's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions and they should promote goodwill and enhance the image of the High Court. In case, the person deployed by the successful Agency/Contractor commits any act of omission/commission that amounts to misconduct/ indiscipline/ incompetence, the successful Agency/Contractor will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the High Court.

**1.39.12** The Agency/Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.

**1.39.13** The Agency/Contractor shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.

**1.39.14** The persons deployed by the Agency/Contractor should verify and submit if any Police records/criminal cases are pending against them. The Agency/Contractor should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Agency/Contractor will be got verified by the Agency/Contractor before their deployment after investigation by the local police, collecting proofs of identity like Aadhar card, driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to High Court.

**1.39.15** The Agency/Contractor shall ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Agency/Contractor shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.

**1.39.16** The Agency/Contractor shall provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. The contractual manpower employed by the Agency/Contractor shall not be entitled to claim identity cards of the High Court during their service period.

**1.39.17** The Human Resource personnel shall work for a maximum of 48 hours in a week except Sunday as per the instructions given by the High Court. The working hours will be from 10 a.m. to 5.00 p.m. with half an hour lunch break. However, he/she may have to attend the office on weekends and holidays, for which they will be allowed compensatory off on any working day subject to sanction by concerned Head of office. There will be no over time for such work.

**1.39.18** The Human Resource Personnel shall not be entitled to any kind of leave except casual leave for 8 days and medical leave for 3 days during the period of contract from the date of his/her joining the service. For three late attendance in a month, one Casual Leave shall be deducted.

**1.39.19** The Human Resource Personnel shall not absent himself/herself from the duty without having first obtained permission from the Authority or the competent officer except in the case of a sudden illness. In the case of a sudden illness, he/she shall send intimation to the office immediately. If the illness lasts or is expected to last for more than 3 days at a time, applications for leave should be duly accompanied by a medical certificate. In no case shall the Human Resource Personnel leave station without prior

permission. In case the Appointee remains absent without permission, he/she will not be entitled to *pro rata* fees for that period.

**1.39.20** The deployed manpower shall have to punctually follow all attendance rules and have to record attendance on every entry in and exit from High Court or its other office premises on attendance register to be provided by the concerned department.

**1.39.21** The High Court of Bombay will maintain a computerized daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract.

**1.39.22** The Agency/Contractor shall be responsible for all injuries and accidents to persons deployed by him. The persons shall be insured against personal accidents arising out of and during the course of their duties. In the event of injury, illness or accidents to any worker, High Court will not be liable to pay any compensation. The insurance covered shall include the liability under the Workmen's Compensation Act.

**1.39.23** The Agency/Contractor shall be held responsible for any loss/damage to the equipment and instruments of the High Court provided to the manpower deployed by the Agency/Contractor due to the negligence or willful damage as assessed by High Court.

**1.39.24** The Agency/Contractor must ensure that the salary of their deployed manpower are released latest by 5th day of every month (or date agreed between High Court & Agency/Contractor), irrespective of receipt of payment from High Court.

**1.39.25** The Contract for providing Human Resource on outsourcing basis is initially for the period of 11 months commencing from the award of contract. Based on the satisfactory performance contract may be extended up to another period as per agreed terms and conditions of the contract. Extension on satisfactory performance will be at the sole discretion of the High Court. However, the contractual manpower will not claim any right in whatsoever manner in case of extension of services beyond fixed period.

**1.39.26** Being a contractual assignment the Human Resource Personnel will not be entitled to claim employment with the Bombay High Court and will not be entitled to any benefits available to employees of the Bombay High Court.

**1.39.27** The deployed Human Resource Personnel shall, during the contractual period neither accept any assignment from any other Company or Firm nor do any private work.

**139.28** The deployed Human Resource Personnel shall carry out the tasks assigned to him/her sincerely and to the best of his/her ability and he/she acknowledges that his/her assignment, duties and responsibilities and reporting arrangements may be changed by the Bombay High Court in its sole discretion.

**1.39.29** The deployed Human Resource Personnel shall not, during or after the term directly or indirectly, use any confidential information or disseminate or disclose any confidential information to any person, firm,

corporation, member of the press, association or other entity. He/She shall take all reasonable measures to protect confidential information from any accidental, unauthorized or premature use, disclosure or destruction. He/She shall be responsible for and required to sufficiently encrypt and otherwise protect, any information contained on any Laptop, computer or any removable drives or backup devices that he/she may use either inside or outside of the office. Upon expiry of the term or earlier termination of the contract or at any time upon being requested, he/she shall deliver to the office all materials of any nature which are in his/her possession or control and which are or contain confidential information, Work Product or Work Products, or which are otherwise the property of the Bombay High Court, any vendor, licensor, licensee, customer or client of the Bombay High Court, including, but not limited to writings, designs, documents, records, data, memoranda, tapes and disks containing software, computer source code listings, routines, file layouts, record layouts, system sign information, models, manuals, documentation and notes. All ideas, inventions, discoveries or improvements, whether patentable or not, conceived by him/her (alone or with others) during the term of the contract shall be the exclusive property of and assigned to the Bombay High Court. Such record shall be the sole and exclusive property of the Bombay High Court and he/she shall surrender the same to the Registry of the Bombay High Court upon any cessation or earlier termination of his/her contract.

#### **1.40 LEGAL COMPLIANCE :**

**1.40.1** The Agency/Contractor shall comply with all Acts, Laws or other statutory Rules, Regulations, Bye laws applicable or which might become applicable to with regard to the performance of the work included herein or touching this contract but not, limited to Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition Act), Industrial Disputes Act, 1947, Workers Compensation Act, 1954, P.F. and Misc. Provision Act and other applicable Acts, Rules and Regulations etc.

**1.40.2** The Agency/Contractor shall keep the High Court and its officials indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of the provision of any Acts, Rules and Regulations as may be applicable from time to time.

**1.40.3** Revision in minimum wages as per government regulations would be applicable and will be paid to the Agency/Contractor. The Agency/Contractor will be responsible for compliance and strict adherence of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by the Agency/Contractor in High Court.

**1.40.4** The Agency/Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Client to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the Agency/Contractor fails to comply with any

statutory/taxation liability under appropriate law, and as a result thereof the High Court is put to any loss/obligation, monetary or otherwise, the High Court will deduct the same from the monthly bills and or the Performance Security Deposit of the Agency/Contractor, to the extent of the loss or obligation in monetary terms.

**1.40.5** The Agency/Contractor shall maintain all Statutory Registers under the Law. The Agency/Contractor shall produce the same, on demand, to the concerned authority of the High Court or any other authority under Law.

**1.40.6** The Tax Deduction at Source T.D.S. and GST shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Agency/Contractor by the High Court. The High Court indemnifies itself from any tax liability from any government Agency/Contractor.

**1.40.7** The Agency/Contractor will accept full and exclusive liability for all the payments to be made by it to its staff in accordance with the laws of the land including any statutory obligations under the law imposed by the Central Government / State Government / Government of local bodies. Any new statutory liability / levy imposed after submission of tenders will be borne / compensated by High Court.

**1.40.8** The agreement shall be terminated in the event of non-performance, deviation any of the terms and conditions of contract, non-payment of remuneration of support staff engaged and non-payment of statutory dues. The High Court will have no liability towards non-payment of remuneration to the persons deployed by the Agency/Contractor and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the High Court by the persons deployed, the same shall be recovered from the unpaid bills or adjustment from the Security Deposited by the concerned Agency/Contractor with High Court.

**1.40.9** The Agency/Contractor shall be solely responsible for the redress of grievances or resolution of disputes relating to persons deployed. The High Court shall, in no way, be responsible for settlement of such issues whatsoever

**1.40.10** For all intents and purposes, the Agency/Contractor shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Agency/Contractor shall not have any claim whatsoever like employer and employee relationship with or against the High Court.

**1.40.11** The entire financial liability in respect of manpower services deployed in High Court shall be that of the Agency/Contractor and High Court will in no way be liable, it will be the responsibility of the Agency/Contractor to pay to the person deployed a sum not less than the rates prescribed directly by RTGS / NEFT to their accounts and to be submitted to High Court.

#### 1.41 SCHEDULE OF EVENTS :-

The tentative dates for the schedule of key events of this tender are given as under:

<b>Sr. No.</b>	<b>Events</b>	<b>Date</b>
1	Pre-bid meeting	<b>12/02/2024 at 11.30 am Through Video conferencing</b>
2	Last date and time of proposal submission.	<b>15/02/2024 at 12:00 pm</b>
3	Date and time of opening of the Technical Bid at the High Court.	<b>16/02/2024 at 02:00 pm</b>
4	Date & Time of opening of the Financial bid at the High Court.	<b>The date and Time would be intimated to the shortlisted Bidders, after Technical evaluation.</b>

## SECTION – II

### **2. GENERAL CONDITIONS OF THE CONTRACT (GCC)**

#### **2.1 SPECIFICATIONS :-**

The contract executed under this contract shall conform to the Technical Specifications and other conditions given in this tender.

#### **2.2 PERFORMANCE GUARANTEE :-**

**2.2.1** The Successful Bidder will be required to furnish a performance guarantee in the form of an unconditional Bank Guarantee issued by the Bank equivalent to 10% of the Contract Value within 15 days from the date of issuance of Work Order. To ensure due performance of the contract, the Successful Bidder shall furnish a Single unconditional and irrevocable Performance Bank Guarantee payable at Mumbai in the name of “The Registrar General, Bombay High Court” at his own cost within fifteen (15) working days from the date of Issuance of Work order / Letter of award of the Contractor before signing of the contract whichever is earlier of an amount equivalent to 10% of the Contract value in Indian Rupees.

**2.2.2** The Performance Guarantee shall be as per the format approved by the “Registrar General” (**Annexure -15**).

**2.2.3** A Bank Guarantee must be properly stamped. The Bidder shall bear the necessary expenses of the Stamp duty. Unstamped or improperly stamped Bank Guarantee will not be considered as a valid Bank Guarantee

**2.2.4** The Bank Guarantee shall provide for payment upon first demand, without demur or protest.

**2.2.5** The Performance Guarantee will remain valid for sixty days beyond the date of completion of all contractual obligations by the successful bidder. The High Court will discharge the Performance Guarantee after completion of the Bidder’s performance obligations.

**2.2.6** The Performance Guarantee will be invoked in case of non-compliance of maintenance schedule during the contract period or breach of the contract/ bidder's failure to complete its obligation under the contract.

**2.2.7** In case the successful bidder is found in breach of any condition of Tender, at any stage during the contract period of deployment of human resources personnel, the legal action as per Rules/Laws will be taken.

#### **2.3 RIGHTS OF REGISTRAR GENERAL, HIGH COURT:-**

The Registrar General reserves the right to make changes within the scope of the work at and to accept or reject any bid, and to annul the bidding process and reject all bids at any time before award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

## **2.4 FORCE MAJEURE**

**2.4.1** Neither party will be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as *force majeure* which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, an act of God.

Provided that changes in tax laws will not be considered as force majeure.

**2.4.2** If a *force majeure* arises, the bidder shall notify the Registrar General, in writing of such condition and the cause thereof within 72 hours. Unless otherwise directed by the Registrar General, the bidder shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events continue to prevent or delay such performance.

## **2.5 TERMINATION**

**2.5.1 Termination on expiry of the CONTRACT:** The Contract shall be deemed to have been automatically terminated on the expiry of the contract period unless the High Court exercises its option to extend the Contract in accordance with the provisions, if any, of the Contract.

**2.5.2 Termination on account of Force Majeure:** Registrar General, shall have the right to terminate the Contract on account of *force majeure* and if *force majeure* conditions continue for more than 30 days.

**2.5.3 Termination on account of insolvency:** In case the successful bidder, at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, shall, by notice in writing of 30 days or more have the right to terminate the Contract and all the rights and privileges hereunder, shall stand terminated forthwith.

Provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the High Court.

**2.5.4 Termination for breach of contract:** In the event of any breach by the bidder, of its obligations hereunder, the Registrar General may issue a notice in writing, demanding rectification within 30 days or more at the discretion of the Registrar General; and failure to rectify the breach shall result in termination of the contract. In that event, the Successful Bidder shall surrender all the data and materials belonging to the High Court.

**2.5.5** The Registrar General, may at any time terminate the Contract by giving notice without assigning any reason. In case of such termination, the obligation of the Registrar General to pay consideration for the performance of the contract shall be limited to the amount for the work carried out till the date of termination. Notwithstanding the termination of the Agreement, the parties

shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

**2.6 ARBITRATION:**

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and/or concerning the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitrator appointed with the consent of the parties and if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree the appointment shall be made, upon request of a party, by the High Court. The arbitration shall be governed by provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties.

**2.7 GOVERNING LAWS AND JURISDICTION:-**

The Agreement shall be governed by the laws in force in India. Any dispute arising concerning the Agreement shall be subject to the jurisdiction of the Courts at Mumbai.

Date : 02/02/2024

Sd/-  
Registrar General,  
High Court, Bombay.

**Annexure – 1 : Earnest Money Deposit / Turnover / Value of Similar Completed Work Projects**

<b>Sr. No.</b>	<b>Component</b>	<b>EMD in Rs.</b>	<b>Turnover in Rs.</b>	<b>Value of similar Project in Rs</b>
1.	Contractual Human Resource personnel	5,60,000	56,00,000	93,25,000

## Pre-bid Meeting

*The queries should necessarily be submitted in the following format:*

<i>Tender No. xxxxxxxx</i>					
<i>Tender subject : The selection of Outsourcing Agency/Contractor to provide contractual Human Resource</i>					
<i>Tender published date:</i>					
<i>Bidder Name:</i>					
<i>Contact Person:</i>					
<i>Contact No. / Email Id:</i>					
<i>Sr No</i>	<i>Tender Section No.</i>	<i>Tender Page No.</i>	<i>Tender Clause No</i>	<i>Existing Clause details</i>	<i>Clarification Sought</i>

*Signature*

*Name of Signatory*

*Designation*

*Company seal*

## Annexure – 2 : Summary

Sr. No.	Item Name	Item Value
1	Tender No.	<b>HIGH COURT/OUTSOURCING HR/44/2024</b>
2	Title	<b>Tender document for “The selection of Outsourcing Agency/Contractor to provide contractual Human Resource at the High Court of Bombay and its Benches at Nagpur and Aurangabad”</b>
3	Tender Fee	<b>Rs.15,000/- (Rupees Fifteen Thousand Only)</b>
4	Number of packets in bid	Two
5	Contact Address	The Central Project Coordinator, High Court, Bombay, Hutatma Chowk, Fort, Mumbai – 400 032. Telephone No.- <b>022-20820565 / 20820665</b> e-mail Id- - <a href="mailto:cpc-bom@ajj.gov.in">cpc-bom@ajj.gov.in</a>

### Annexure - 3 : Details of Human resources requirement

Sr. No.	Particulars	Criteria
1	Post	Human Resource Personnel
2	Eligibility Criteria	<p>The general Eligibility criteria for hiring Human Resource Personnel may be as under:</p> <p>1. On the date of publication of advertisement age of the candidate should not be less than 18 years and more than 38 years in case of General category and not more than 43 years in case of candidates belonging to Scheduled Caste, Scheduled Tribe, Other Backward Class or Special Backward Class specified for the time being by the Government of Maharashtra.</p>
3	Qualification including technical qualification	<p>Graduate of any Recognized University in any faculty (preference will be given to Degree in Computer Science).</p> <p>Must have qualify Government Commercial Certificate Examination or examination conducted by Government Board or Government Certificate in Computer Typing Basic Course (GCC-TBC) or I.T.I for speed of 40 w.p.m. or above in English Typing.</p> <p>Must possess Computer Certificate about proficiency in operation of word processor in Windows and</p>

		<p>Linux in addition to M.S. Office, M.S.Word and Open Office Org. Obtained from any of the following Institutes :</p> <p>i) Statutory Universities in the State of Maharashtra or Goa, as the case may be.</p> <p>ii) Maharashtra or Goa State Board of Technical Education, as the case may be.</p> <p>iii) NIC, DOEACC, APTECH, NIIT, C-DAC, DATAPRO, SSI, BOSTON, CEDIT, MS-CIT,</p> <p>The Human Resource personnel shall have minimum experience of one year of similar work.</p>
4	Period of Contract	11 Months
5	Nature of work	To perform activities of data entry work of pending and disposed cases, compiling digital case files, scanning, bookmarking and pagination of the e-filed cases or cases received in soft form and to make arrangements of availability to the Hon'ble Judges and sections/departments of Original and Appellate Side of High Court of Bombay and its Benches at Nagpur and Aurangabad.
6	Leave of absence admissible	The Human Resource Personnel shall not be entitled to any kind of leave except casual leave for 8 days and medical leave for 3 days during the period of contract

		from the date of his/her joining the service. For three late attendance in a month, one Casual Leave shall be deducted.
7	Working hours	<p>Working hours as applicable to regular employees of the Bombay High Court.</p> <p>The Human Resource personnel shall work for a maximum of 48 hours in a week except Sunday as per the instructions given by the High Court. The working hours will be from 10 a.m. to 5.00 p.m. with half an hour lunch break. The Human Resource Personnel may be required to work beyond office hours and also on holidays for the official purpose.</p>
8	Record of attendance	As per the regular process adopted for the staff members of Bombay High Court to mark their attendance (attendance register).
9	Disqualification for appointment	<p>As is applicable to regular employees as per the Service Rules.</p> <p>No person shall be eligible for appointment as a Contractual Human Resource Personnel :-</p> <p>(a) if he is not a citizen of India;</p> <p>(b) if he has been convicted of an offence involving moral turpitude or he is or has been permanently debarred or disqualified by the High Court or the Union Public Service Commission or any State Public Service Commission from appearing for examinations or selections conducted by it; or</p> <p>(c) if he directly or indirectly influences the 'Selection Committee' by any means for his</p>

		<p>candidature; or</p> <p>(d) if he is a man, has more than one wife living and if a woman has married a man already having another wife; or</p> <p>(e) if he has more than two children.</p> <p>Explanation – For the purpose of this clause, where a couple has only one child, any number of children born out of a single subsequent delivery shall be deemed to be one child. (This is illustrative)</p>
10	Termination	<p>As per the general rule applicable to contractual employees.</p> <p>The Appointing Authority may terminate the services at any time and without assigning any reason with one month's notice or one month's pay in lieu thereof and upon such termination the contractual Human Resource Personnel shall immediately cease to hold such office.</p> <p>The contractual Human Resource Personnel may also seek termination of service with one months' notice or by depositing one month's pay in lieu thereof.</p> <p>The engagement of the Appointee shall stand automatically terminated at the expiry of the contract period.</p>

## Annexure – 4 : Eligibility Criteria

Sr. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof, along with corresponding page numbers
1	The bidder shall have experience and satisfactorily completed the work for providing skilled Human Resource for the similar job in Central Government/State Government/Central Autonomous Body etc.	<p>*Self Certification for the successfully completed similar work for providing manpower from 2018 to 2023 (5 years) should be 50% of the estimated cost as per Annexure-1.</p> <p>*Enclose relevant Documents like Work Order, Contract, etc.,</p> <p>*Self Certification on the letterhead signed by the Authorised signatory in the prescribed format to be furnished by the bidder in compliance with this clause.</p> <p>The High Court reserves the right to seek additional supporting documents for the above Projects.</p>	
2	The preference will be given to the Bidder who have the experience of working with High Courts of India.	Enclose relevant work order	
3	The bidder should be registered with government bodies to provide skilled manpower services	Registration/empanelment certificate from MeITY, GoM, NICSI, NIC or any other Government bodies	
4	The bidder's average annual financial turnover during Financial years 2020-21, 2021-2022 and	*To be supported by authentic documentary evidence (Annexure – 7 – Bidder's Annual Turnover). (The	

	2022-23 from the Human Resource provided by the Agency/Contractor as on date of submission of tender should not be less than the amount mentioned in <b>Annexure 1 : Turnover</b>	turnover refers to the company responding to this Tender and not the composite turnover of its subsidiaries/sister concerns/ techno-commercial collaborators etc.) (quote value in Rs. Lakhs)	
5	A copy GST Registration No., PAN number of the Bidder allotted by the Income Tax authorities should be submitted.	GST Registration No.  PAN No.	
6	*A copy of the Registration number of the Bidder with attested copies of Articles of Association_(in case of Registered firm), Bye-laws and Certificates of registration (as applicable), * Partnership Deed (in case of Partnership Firm) should be submitted.	Registration No.  Name the document enclosed.	
7	The bidder must not be blacklisted by the Central/State Government, Corporations or Government Undertakings.	Declaration from the bidder	
8	The bidder shall submit resolution of Board of Directors certifying the name of authorized person to sign on behalf of the company	Resolution from the bidder	
9	The bidder shall submit certified copy of Professional Tax Certificate.	Enclose valid certificate	
10	Bidder shall submit certified copy of Registration Certificate under Employees Provident	Enclose valid certificate	

	fund.		
11	Bidder shall submit certified copy of Registration Certificate under Employees State Insurance Act.	Enclose valid certificate	
12	Bidder should have cleared EPF/ESI challans till December - 2023	Enclose valid challan	
13	Bidder should submit ESI, EPF, Min wages compliance	A compliance undertaking along with valid certificates to be enclosed	
14	Bidder shall submit certified copy of License obtained from Labour Commissioner to Employ Contract Labour under Contract Labour Act.	Enclose valid certificate	
15	The bidder should be ISO 9001-2015 and CMMI certified	Enclose valid certificate	
16	The Bidder should have more than 500 employees on their regular payroll	Certificate from HR and list of resources with their email ID.	
17	Bidder shall submit Declaration of Contractor	Enclose declaration prescribed as Annexure -5 on the letterhead	

**Note: Bidder shall fill in the above Annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria, Envelope-1.**

## **Annexure – 5 : Declaration of the Contractor (DOC)**

I/we hereby declare that I/We has/have gone through the job profile of the Human Resource Personnel and got acquainted with the area of work and also has/have made myself/ourselves thoroughly conversant with the local conditions regarding Scope of Work, on which I/We have based my/our rates for this tender. The specification and lead, lift of this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to provide only the best human resources as per the requirements and directions of the High Court during the contract period.

I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever nature.

Signature & Seal of Contractor

## Annexure – 6 : Proof of completion of Similar Work Projects

Ref:

Date:

To

The Registrar General,  
High Court,  
Bombay.

**Subject: Proof of completion of Similar Work Projects for Tender No---**

Sir,

We have completed **Similar Work Projects** worth of minimum Rs.-----/- (Rupees \_\_\_\_\_ only) as per '**Annexure - 1 : Value for Similar Completed Work Projects**'. Submitting details of the Human Resource provided by our Agency/Contractor------(name) as on date of submission of tender:

Sr. No.	Project (to be replicated for each project)	Details
1.	Details of client alongwith address, telephone numbers	
2.	Email id of client personnel	
3.	Type of client Government/Private, etc.	
4.	Duration of the Project	
5.	Years of execution of the Project	
6.	Work/Work Order Date	
7.	Project/Work completed Date	
8.	No. of manpower provided/supplied	
9.	Project Value	
10.	Duration of Contract (From - To)	
11.	Remarks, if any	

Thanking You

For < Bidder/ Frontline OEM/SI >  
< (Authorized Signatory) > Name:

**Designation:**

**(The Bidder shall submit Separate Sheet for each Project in the above format only)**

## Annexure – 7 : Bidder's Annual Turnover

(Location) \_\_\_\_\_

(Date) \_\_\_\_\_

From

(Name & Address)

To,

**The Registrar General,  
High Court,  
Bombay.**

**Ref.: HIGH COURT/OUTSOURCING HR/44/2024**

Sir,

This is to certify that as per the information, the books of accounts produced and explanation provided to us by ----- (name and address of the bidder). We hereby certify that the annual financial turnover of the ----- (firm) during Financial years 2020-21, 2021-22 and 2022-23 from the business of providing skilled human resources on contractual basis is as follows :-

<b>Sr. No.</b>	<b>Year</b>	<b>Annual Turn Over ( in lakhs)</b>	<b>Annual Turnover from the business of providing skilled human resources on contractual basis ( in lakhs)</b>
1	2020-21		
2	2021-22		
3	2022-23		

Yours Sincerely,

*(Signature and stamp)*

**Name of chartered Accountant**

## Annexure – 8 : Time Schedule

SN	Tender Reference	HIGH COURT/OUTSOURCING HR/44/2024
1	Date of Publication	06/02/2024 at 11.30 a.m.
2	Pre-Bid Meeting	12/02/2024 at 11.30 a.m.
3	Last date and time for submission of Tender Offers.	15/02/2024 at 12.00 p.m.
4	Time and Date of opening of Tender Offers	16/02/2024 at 2.00 p.m.
5	Tender should be addressed to	The Registrar General, Bombay High Court by Designation.
6	Last date and time for submission of EMD in BG Form.	16/02/2024 at 12.00 p.m.
7	Address for communication and submission of BG	<b>The Central Project Coordinator, the Bombay High Court, Hutatma Chowk, Fort, Mumbai -400 032.</b>
8	Contact Telephone No. and email address.	<b>022-20820565/ 20820665</b> <a href="mailto:cpc-bom@ajj.gov.in">cpc-bom@ajj.gov.in</a>

Note: No bid will be accepted after the expiry of the above mentioned time scheduled.

## Annexure – 9 : Support (Infrastructure Available with Bidder)

Bidders must have infrastructure support in the form of direct service centers or their franchisees at site.

The High Court reserves the right to disqualify the bidders based on its past performance as experienced by the High Court, during the last three consecutive years. **Bidders should also provide escalation matrix for their sales & support function.**

Sr. No.	District /State Name	Own/ Franchisee Support Centres	Contact Details such as Names, phones, e- mails, website etc.	Manpower	Escalation Matrix
1	Aurangabad				
2	Mumbai				
3	Nagpur				

<b>D</b>	<b>Financial</b>
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## Annexure – 10 : Financial

1	Annexure- MF01A	Financial Bid for Submission of Gross Total Value of Annexure : MF01B
2	Annexure- MF01B	Detailed Financial Bid for Annexure : Main Technical MT.01

## Annexure – 11 : MF01A

**Tender Notice No. HIGH COURT/OUTSOURCING HR/44/2024**

**Financial Bid for Submission of Gross Total Value of Annexure: Main Technical MT.01.**

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

Grand Total Value (GTV) (i.e., value of cell (Sr.No.1, Col.No.7) of Annexure MF01B (in Rs.) i.e., Value of 'X'	X
(Rupees) .....in words	

**Note:** Please ensure that the Grand Total Value given in Annexure MF01A must match the Grand Total Value given in Annexure MF01B.

Date :- Authorized Signatory

Name :-

Place SEAL

## Annexure – 12: MF01B

### Tender Notice No. HIGH COURT/OUTSOURCING HR/44/2024

#### Financial Bid for all Items as per Annexure: Main Technical MT.01, Annexure Optional Technical: OT.01

1. Prices in Financial Bid should be quoted in the following format, as per the specifications in respective Annexures.
2. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
3. Quoting incredibly low value of items with a view to subverting the Tender process shall be rejected straight away and EMD of such bidder will be forfeited.
4. Sum total of all taxes to be given in Column 4 (Taxes). The details of all the tax types and value in percentage to be provided separately in the table below.

Sr. No.	Item Description	Per person fee/remuneration for per month for Human Resource including Services charges of Agency/Contractor (Rs.)	GST (Rs.)	Per person /remuneration for per month for Human Resource including Services charges of Agency/Contractor including GST (Rs.)	Indicative Quantity for Determining the L1 bidder/ rates only.	Total fee/remuneration for 11 months for Human Resource personnel including Services charges of Agency/Contractor including GST (Rs.)
1	2	3	4	5=3 + 4	6	7=5 x 6
1	Contractual Human Resource Personnel for 11 months				50	
<b>GRAND TOTAL VALUE (GTV) in Rs.</b>						<b>X</b>

1. All fields in the financial bid format are mandatory.
2. State entry taxes should not be included in Column in Taxes.

3. \*Details of Taxes to be entered here :--

Sr. No.	Tax Type	Value (In Percentage)

Date:- Authorized Signatory

Name:-

Place:-

## Annexure– 13 : Bid Submission

Online Bids submitted in **TWO** Envelopes as Follows:

Envelope-1 (Following documents to be provided as single PDF file)			
Sr. No.	Documents	Content	File Types
1.	EMD	1.The scanned copy of EMD - <b>Online Earnest Money Deposit OR a valid MSME registration certificate.</b>	.PDF
2.	Technical Bid	<p><b>* Authorization to sign on behalf of the bidder by HR/Legal department.</b></p> <p>The requirements as mentioned in the <b>Annexure – 4 : - Eligibility Criteria along with similar documents.</b></p> <p>*Relevant Documents like Work Order, Contract, etc.,</p> <p>*Self Certification on the letterhead signed by the Authorised signatory for similar work projects along with Certificate for each project.</p> <p>* Bidder’s Annual Turnover – Annexure - 7.</p> <p>* Infrastructure support in the form of direct service centers or their franchisees as per format Annexure – 9 and escalation matrix for sales &amp; support function.</p> <p>* A copy GST Registration No.</p> <p>* A Copy of PAN number</p> <p>* Attested Copy of Registration No. in the name of bidder.</p> <p>* Attested copies of Articles of Association (in case of Registered firm), Bye-laws and Certificates of registration (as applicable), Partnership Deed (in case of Partnership Firm).</p> <p>* Valid certificates of Professional Tax, Employees Provident Fund, Employees Stat Insurance, Labour Registration, ISO and</p>	.PDF

		<p>CMMI.</p> <ul style="list-style-type: none"> <li>* Valid Challan for cleared EPF/ESI.</li> <li>* Undertaking for Compliance of ESI, EPF, Min wages.</li> <li>* Certificate from HR &amp; list of resources with their email ID.</li> <li>* Declaration of the contractor.</li> </ul>	
<b>Envelope-2</b>			
Sr. No.	Documents	Content	File Types
1.	Financial Bid (GTV)	Gross Total Value Financial bid as per <b>Annexure – 11 : MF01A</b>	.PDF
2.	Detailed Financial Bid	Detailed Financial Bid for additional item as per <b>Annexure – 12 : MF01B</b>	.RAR Containing .PDF, xls

<b>E</b>	<b>Document Lists / Check- list to be submitted</b>
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## Annexure –14 : Enclosures Check-list

(To be submitted properly numbered and indexed along with signatures of the Authorized Representative of quoting bidder).

Sr. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1	<b>For– EMD:</b>		
<b>For- Technical Bid</b>			
2	Information and documents as per <b>Annexure-4 : Eligibility Criteria</b>		
3	Information as per <b>Annexure 9 : Support</b>		
4	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's Director/CEO). Proof of Authorized Signatory in the form of Power of Attorney/Board Resolution		
Total No. of Pages in the bid, all sequentially numbered			
<b>For – Main Financial Bid</b>			
5	Financial bid as per <b>Annexure - 11 : MF01A</b>		
<b>For - Detailed Financial Bid</b>			
6	Financial bid as per <b>Annexure - 12 : MF01B</b>		

**Annexure –15 : Draft of Performance Guarantee**

**(On Stamp Paper)**

To:

**The Registrar General,  
High Court, Bombay**

WHEREAS ----- (Name of Vendor/successful bidder) has undertaken a Contract, to provide contractual Human Resource for 11 months as per Tender No. **HIGH COURT/OUTSOURCING HR/44/2024** dated 02-02-2024 hereinafter called "the Contract".

AND WHEREAS the contract requires the Vendor to furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the Vendor's performance obligations under the Contract.

AND WHEREAS at the request of the vendor we have agreed to provide you with this guarantee:-

THEREFORE, WE ( NAME OF THE BANK ) hereby unconditionally and irrevocably undertake to pay to you upon first demand, without demur or protest, without reference to the Vendor and notwithstanding any dispute(s) between the Vendor and you a sum of upto Rs. ..../- (amount of the guarantee in Words and Figures).

Any claim hereunder should be accompanied by a demand letter from you stating that the Vendor has failed to perform his part of the contract and specifying the amount claimed hereunder.

This Bank Guarantee shall remain valid for multiple claims provided that the claims if any should be received at the bank before close of business hours on \_\_\_\_\_

Signature and Seal of Guarantors

Date :- \_\_\_\_\_

Address: \_\_\_\_\_

Date :- \_\_\_\_\_

Address: \_\_\_\_\_

## Annexure – 16 : Draft of Agreement

(On Stamp Paper)

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 BETWEEN the High Court, Bombay (hereinafter called "**the party of the First Part**") which expression shall unless repugnant to context or meaning thereof to include his/her Successor, Executor, Administrator or Assignees of the Party of the First Part AND -- \_\_\_\_\_, the Tenderer, through, having registered office at \_\_\_\_\_ (hereinafter called "**the party of the second Part**") which expression shall unless repugnant to context or meaning thereof to include his heir, Executor, Administrator or Assignees;

WHEREAS the High Court of Bombay had invited tenders for outsourcing the services of 50 (Fifty) numbers of Human Resource Personnel on contract basis made available on <https://mahatender.gov.in> portal through online process Tender Notice No.-----dated \_\_\_\_\_/2024.

AND WHEREAS the Party of the Second Part participated in the tender process held between-----to in the office of the (**High Court**) and bid offered by them aggregating to Rs. -----/- (Rupees-----), for the period of **11 months** for the aforesaid work is found Lowest-1 and accepted subject to administrative approval of the Government (Law and Judiciary Department, Mantralaya, Mumbai).

AND WHEREAS the Government of Maharashtra (Law and Judiciary Department, Mantralaya, Mumbai) vide Government Resolution No. \_-----dated-----has accorded Administrative approval to the bid of----- (the Party of the Second Part) for lump sum amount of **Rs./-** (Rupees \_\_\_\_\_.) **including Goods and Service Tax (GST) for the period of 11 months from date of Contract agreement.**

AND WHEREAS in view of Work Order issued by the Party of the First Part, the Party of the Second Part accepted the Contract vide letter of acceptance ----- and both the parties to the Contract are executing this agreement for the aforesaid work for a period of **11 months starting from** \_\_\_ to \_\_\_ on the terms and conditions mentioned herein below in the body of the Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

1) It is agreed by and between the Party of First Part and Second Part that the Tender document with terms and conditions mentioned thereto, the Government Resolution No.--- -----; Government Resolution no. \_\_\_ \_ \_ \_ \_ dated \_\_\_\_\_ ; Work Order No-----"/2024, dated -----issued by the Party of First Part and letter of Acceptance dated -----/\_\_\_\_tendered by Party of Second Part shall form part and parcel of this agreements.

2) The 50 (Fifty) Nos. of contractual Human Resource Personnel shall be made available between **10:00a.m. and 05:00p.m.** hours (office working hours) at Bombay High Court and its Benches at Nagpur and Aurangabad, wherever he/she deployed in proper uniform on all working days and even on holidays whenever as specifically directed. The party of Second Part shall provide the list of the Human Resource to be deployed for execution of contract work within 15 days from the commencement of Contract work. Party of the Second Part has to fulfil the criteria mentioned in Tender documents and to ensure to work as per Job Profile mentioned in Tender Document of the Party of the First Part.

The Party of the Second Part shall pay 10% Security Deposit amount of **Rs.-----/- (Rupees-----) being -----%** of the overall contract value (including GST), in the form of Fixed Deposit Receipt of any Nationalized Bank or in the form of National Saving Certificate or by furnishing Bank Guarantee for One year, in favour of Bombay High Court (Party of the First Part) as Security for the due performance of the Agreement. The Party of the First Part shall have a right to forfeit the amount of Security Deposit in the event of any breach or default of any of the terms and conditions of the contract, as provided in this agreement.

3) In the event, if the Contract of Party of the Second Part is terminated by the Party of the First Part under any circumstances before its due date for any reason in that scenario the Party of the Second Part undertakes to compensate to the Party of the First part the loss, if any, caused during the Contract period.

4) The Party of the Second Part shall comply all Government Rules, Regulations and the directions given from time to time by the local or public authorities in connection with this work and shall pay fees/ charges which are leviable on it or as directed by the Party of the First Part and nothing extra shall be paid on this account by the Party of the First Part.

5) The Party of the Second shall pay all the applicable taxes to the relevant authorities and shall be solely responsible for the same.

6) This agreement shall be enforceable by Law.

7) The Registration, Stamp Duty and other incidental charges/ fees for Registration for this agreement shall be paid by the Party of the Second Part.

8) That the Party of the Second Part undertakes to abide by the following Terms and Conditions during the period of Contract.

#### **TERMS AND CONDITIONS :-**

a) **50 (Fifty) numbers** of contractual Human Resource deployed by the Party of Second Part shall work in close coordination with concerned officials of **High Court of Bombay and its Benches at Nagpur and Aurangabad.**

b) The Party of the Second Part shall issue the identity cards to the Human Resource on approval of the party to the First Part, after necessary verification of their antecedents by the Police.

c) The Party of the Second Part shall pay the wages to the Human Resource as per the provisions of Minimum Wages Act (i.e. Minimum Wages + Special Allowance + Bonus + G.P.E + E.S.I.C.+ Gratuity + Other applicable allowances etc.). In case of default/failure, the name of the Party of the Second Part shall be put in blacklist.

d) The Party of the Second Part shall provide insurance cover under Workmen Compensation Act. If necessary or as mandated by law to the Human Resource to be deployed or engaged by it in connection with the aforesaid services to be rendered to the Party of the First Part and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the Party of the First Part against all acts of omissions, fault, breaches and or any claim or demand, loss, injury and expenses to which the Party of the First part may be party or involved as a result of the failure of the party of the Second Part to comply and of the obligation under the relevant act/law which the Party of the Second Part is to follow.

e) The party of the Second Part shall be solely responsible for statutory compliance with regards to payment of License Fee, if any, as well as ESIC, PF, Pay, D.A. Gratuity as per law, leave and all other requirements of employment etc, and submission of relevant records to the Authorities in premises of the party of the First Part. If penalized for non-compliance of any of the legal requirements, the party of the Second Part shall be solely responsible for the same and deal with the same at its own level and costs.

f) The Party of the Second Part shall be in the capacity of the employer of all the Human Resource Personnel deployed by it for the purpose of performing activities of data entry work of pending and disposed cases, compiling digital case files, scanning, bookmarking and pagination of the e-filed cases or cases received in soft form and to make arrangements of availability to the Hon'ble Judges and sections/departments of Original and Appellate Side of High Court of Bombay and its Benches at Nagpur and Aurangabad. and shall be liable entirely, to the exclusion of anyone else, for the payments of wages as also for the observance of all statutory requirements including the deposit of PF contribution and / or filing of the returns.

g) The party of the Second Part shall bring to the notice of the Party of the First Part any transfer or change in the deployment of personnel and Party of the First Part shall be within its rights to remove or get change any personnel whom it considers unsuitable/unfit for the job being entrusted to him/her.

h) The Party of the Second Part shall work in close coordination with concerned officials of the party of First Part and modify working schedule if required as per

convenience of Party of the First Part. No claim whatsoever on this account shall be entertained.

i) Any Human Resource Personnel deployed by party of Second Part, is/ are found neglecting the duty assigned or showing improper demeanour or found indulging in misbehavior or shows unruly improper conduct or is found not in proper uniform, without sufficient cause to the satisfaction of the Party of the First Part, the party of the Second Part shall remove them from their services, forthwith.

j) The Contract shall be subject to such other terms, conditions and instructions as may be issued by the High Court from time to time.

k) The Party of the First Part shall have the absolute discretion to terminate the Agreement at any time by giving a month's notice to the Party of the Second Part in case of breach of any material obligation under the contract and for unsatisfactory performance during the contract period.

l) The Terms and conditions of the Tender notice, Tender form, Government Resolutions/ Circulars/ letters shall also form part and parcel of this Agreement and breach of those terms and conditions shall also constitute breach of terms and conditions of this Agreement.

m) The Party of the Second Part represents and warrants that the Human Resource Personnel deployed for work as per the tender process shall not at any time claim to be the Employee of the Party of the First Part. The Party of the Second Part shall defend, indemnify and hold the Party of the First Part indirect demands, claims, payments, obligations, recoveries, deficiencies, fines, penalties, assessments, actions, causes of action, suits losses, diminution in the value of assets of the Party of the First Part, compensatory, punitive, exemplary or consequential damages (including, without limitation, lost income and profits and interruptions of business, liabilities, costs, expenses and interest on any amount payable to a the deployed Human Resource Personnel and/ or third party as a result of the foregoing tender process. The Party of the Second Part shall indemnify defend and hold the Party of the First Part harmless from and against any conflict between the Party of the Second Part's deputation and employment hereunder and any misrepresentation by the deputed staff hereunder.

n) All disputes and differences arising out or in any way touching or concerning to the work shall be referred to the sole Arbitrator or any person nominated by the High Court, (Party of the First Part) at the time of such dispute. There will be no objection on the Part of Party of the Second Part to any such appointment.

Signed and delivered by the )

Within named Party of the )

First Part on the )

Day and date herein above )

Written in Presence of witness )

1)-----

2)-----

Signed and delivered by the )

Within named Party of the )

Second Part on the )

Day and date herein above )

Written in Presence of witness )

1)-----

2)-----

## Annexure – 17 : Draft of Bank Guarantee

(On Stamp Paper)

(This form is to be used where the amount of EMD is Rs.1,00,000/- (Rupees One lakh) or above)

To:

**The Registrar General,**

**High Court, Bombay**

Whereas \_\_\_\_\_ (hereinafter referred to as “the Tenderer”) has submitted its Tender Offer dated \_\_\_\_\_ 2024 for the deployment of contractual human resource personnel for the period of 11 months at the Bombay High Court and its benches at Nagpur and Aurangabad.

AND WHEREAS to safeguard against Tenderer’s withdrawing or altering the bid during the bid validity period, he is required to furnish you with a Bank Guarantee for the sum of Rs. \_\_

AND WHEREAS at the request of the Tenderer, We have agreed to provide you with this guarantee:-

THEREFORE, WE ( \_\_NAME OF THE BANK \_\_ ) hereby unconditionally and irrevocably undertake to pay to you upon first demand, without demur or protest, without reference to the Tenderer and notwithstanding any dispute(s) between the Tenderer and you a sum of upto -----

Any claim hereunder should be accompanied by a demand letter from you stating that the Tenderer has failed to perform his part of the contract and specifying the amount claimed hereunder.

This Bank Guarantee shall remain valid for multiple claims provided that the claims if any should be received at the Bank before close of business hours on \_\_\_\_\_

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(Signature & Seal of the Bank Authority)

(This guarantee is for the Bid validity period for 180 days.)

**Annexure – 18 : List of locations Human Resource Personnel are to be provided**

Sr. No.	Name of the Judicial District	Name of Court Complex	Number of Human Resource
1	Bombay	Bombay High Court Room No. 28, Special Computer Cell, Annex Building, 3rd Floor, Bombay High Court, Fort, Mumbai 400032 (Appellate Side 15 and Original Side 15)	30
2	Nagpur	Bombay High Court, Nagpur Bench, Padmashri Mohammed Rafi Chowk, Near Ravi Bhawan, Civil Lines, Nagpur, Maharashtra 440001	10
3	Aurangabad	Bombay High Court, Aurangabad Bench, Jalna Road, N 3, Cidco, Aurangabad, Maharashtra 431009	10
		<b>Total</b>	<b>50</b>