

HIGH COURT OF BOMBAY BENCH AT NAGPUR

Tender No: BOM HC/NAG/Garden Maintenance Services/1113 /2024

Outsourcing of Garden Maintenance Services

:: I N D E X ::

PARTS	SUBJECTS	PARAS	PAGES
Part-I	General/Scope of work/Schedule/List of accompanying documents	1-4	2-6
Part-II	Eligible Bidders	5-7	6-9
Part-III	Qualification of the bidder	8	9-11
Part-IV	Other Tender Information/Instruction for online bid submission	9-10	11-12
Part-V	Descriptions	11	13-14
Part-VI	Duration of Contract/Timings/ Payment Schedule and Terms/ Manpower/ Material/Machinery/Performance of bank guarantee	12-17	15-20
Part-VII	General Terms and Conditions/ General Security Restrictions	18-19	20-24
Part-VIII	Bid Submission	20-23	24-27
Part-IX	Forfeiture of EMD/General Grounds for rejection of tender/Acceptance and Rejection of Tender	24-26	27-30
Part-X	Penalty/Dispute Resolutions/ Termination of Contract/ Legal Jurisdictions	27-30	30-33
Part-XI	Annexures		34-47

-PART-I -

INSTRUCTIONS TO BIDDERS

1. GENERAL

The Registry of Bombay High Court, Bench at Nagpur, invites e- Tenders in two-parts bidding system [Technical Bid & Financial Bid] from Reputed and Experienced Persons/Agencies, who fulfill the eligibility criteria, for Outsourcing the work of Garden Maintenance Services for the official Residences of the Hon'ble Judges and Judicial officers of the Registry at High Court, at Civil Lines, and Sadar, Nagpur, for the period of two years, either from 01/05/2024 to 30/04/2026, or from the date of execution of the Contract.

2. SCOPE OF WORK

2.1 Works relating to Maintenance of Garden:

a) Lawn:

Regular Watering, mowing of lawn at every fortnight, Rolling, Weeding, Top Dressing, Repairing planter, Barren patches, application of Fertilizers, Pesticides, Fungicide, Anti termite Chemicals etc as per requirement.

b) Shrubs / Edges / Hedges:

Regular watering, Trimming & pruning keeping proper shape and forms, Removing old leave and unwanted growth, Weeding, Soil, Working, Soil Filling, Application of manure, Application of Chemical Fertilizers, Fungicides, Insecticides as per requirement replacement &casualties.

c) Flower beds / Rose beds:

e-Tender Notice Garden Maintenance

Regular watering, weeding, soil working, soil filling, Application of manure, Application of Chemical Fertilizers, Pesticide, Fungicides, Growth regulators, as per requirement, removing dried flowers / leaves replacement & casualties.

d) Seasonal Flower beds:

Preparation of Seasonal flower bed, planting, seasonal flower, seedling from tray or Seasonal flower plants from poly bags as directed/ required, Regular watering, weeding, pinching, soil working, Application of fertilizers pesticides, fungicides, growth regulator, as per requirement.

e) Potted Plants:

Regular Watering, Stirring Removing old dried leave branches, pruning and trimming giving proper shape and form Application of fertilizers, pesticides, fungicide as per requirement, periodical shifting of indoor house potted plants to open air, Repotting etc.

f) Trees and Specimen plants:

Watering, trimming& pruning, the plant and keeping in proper shape and size, removing dried & decayed branches, application of soil, Farm Yard Manure, fertilizer, fungicide, pesticide as per requirement.

g) Ground Cover:

Regular watering, weeding, removing extra growth, pruning, application of fertilizer, pesticide, fungicide when required.

h) Creeper / Climbers:

e-Tender Notice Garden Maintenance

Regular watering, trimming, pruning, giving support to creeper, climbers, weeding, removing dried leave, Application of fertilizer, pesticide, fungicide as per requirement.

i) Maintenance of civil structure: ie. Fountain, Pathways, play apparatus and any civil structure cleaning, washing of features in the garden area.

j) Kitchen Garden: Growing vegetables as per the seasons;

k) Wild Vegetation Area: To regularly maintain the cleanliness of wild vegetation area by sweeping, removing the grass, weeding, lifting dried leaves. Once in every month during the contract period of two years, grass/thorny bushes will have to be removed.

l) Other Miscellaneous Work: Preparation of new beds, replacement of dead plants, buying and stocking of saplings, pot polishing, taking care of existing trees, plant grafting, covering plant area with green net during the summer, composting, any other work which are incidental and consequential for the purposes of maintenance of the Garden, as may be directed by the High Court Administration. Coating base of the tree with line (Chuna/Geru) 3 Feet of height every 6 Months.

2.2 Supply of Materials for the Maintenance of Garden:

During the contract period of two years, the service provider will have to provide all necessary materials required for garden maintenance, including sand, cow dung manure, composting, pesticides, insecticides, fungicides, urea,

e-Tender Notice Garden Maintenance

DAP, verfmifed, anti termite material, pots, approximate 20,000 of seasonal plants, other plants, etc. as per the requirement.

The aforesaid scope of work is not exhaustive but inclusive.

3. TIME-SCHEDULE OF TENDER PROCESS:

Tender Reference	Tender No: BOM HC/NAG/Garden Maintenance Services/ / 2024
Date of Publication	11/03/2024
Estimated Tender Cost	Rs. 3,61,21,877/- (Rupees Three Crores Sixty One Lakh Twenty One Thousand Eight Hundred and Seventy Seven) including all taxes
Site Inspection	In between 11.03.2024 and 19.03.2024, during Office Hours on all working days, i.e., from 10.00 a.m. to 5.00 p.m. with prior-intimation to this office.
Pre-Bid Meeting date and time	19.03.2024 at 3.30 p.m.
Place of Pre-Bid Meeting	Auditorium, High Court of Bombay, Nagpur Bench, Nagpur.
Last date and time to make offer/ bid.	26.03.2024 till 5.00 pm
Time and Date of opening technical bid/Offer.	28.03.2024 at 11.30 a.m.
Bid/offer should be addressed to	The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur.
Address for Communication	The Registrar (Administration), High Court of Bombay, Nagpur Bench, Civil Lines, Nagpur-440001.
Contact Telephone Nos.	0712 – 2562892
E-mail address	hcnag.mah@nic.in

e-Tender Notice Garden Maintenance

No Bid submitted after expiry of the Schedule date and time, fixed for submitting the bids, will be accepted.

4. DOCUMENTS ACCOMPANYING NOTICE INVITING TENDER:

4.1 This Tender Document has been prepared for Outsourcing of Garden Maintenance Services.

This is accompanied by: -

i.	Form-I	:	Information about work experience of service provider.
ii.	Form-II	:	List of machinery and equipments which the Bidder is proposed/expected to make available
iii.	Form-III	:	Proforma for submission of information for evaluation for technical bid
iv.	Annexure-A	:	Undertaking and Declaration
v.	Annexure-B	:	Certificate of Visit of premises
vi.	Annexure-C	:	Performance Bank Guarantee Form
vii.	Annexure-D	:	Agreement Form
viii.	Annexure-E	:	List of Seasonal Plants

4.2. The Bidder is expected to examine and study all instructions, forms, terms and conditions in the tender document. Failure to furnish entire/ complete information required in the tender document or submission of a tender not responsive to the tender document in any respect will be at the Bidder's risk and may result in rejection of his bid.

4.3. The Bidder shall not make or cause to make any alteration, erasure or obliteration to the text of the tender document.

- PART-II -

5. ELIGIBLE BIDDERS

e-Tender Notice Garden Maintenance

5.1 Any individual who is of sound mind and who has attained the age of majority, may in his own or proprietary name or body corporate be it Public Limited or Private Limited Company or Joint Venture Company or Partnership Firm or Limited Liability Partnership, having valid registration/certificate of incorporation or similar other document under the relevant applicable laws, can take part in the bidding process, unless not disqualified from contracting by any law to which he/she/it is subject.

5.2 **Experience :** Bidder must be in the field of providing such services for minimum three years and have successfully completed at least two similar works of similar scale during the last five years in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or State Government or Public Sector Banks or Local Bodies/Municipalities or Company of Repute and shall submit the certificate of the employer regarding successful execution of such work.

5.3 **Financial Capacity:** Audited accounts of last three consecutive financial years ending with 31st March, 2023, must reflect minimum annual average turnover of Rs. 3,00,00,000/- (Rupees Three Crores Only).

5.4 Other Essential Eligibility Criteria:

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1.	The Bidder must be registered under the Employee Provident Fund and Miscellaneous Provisions Act, 1952.	P.F. Certificate/proof of registration with EPF authorities
2.	The Bidder must be registered under the Employees' State Insurance Act, 1948.	ESIC Certificate
3.	The Bidder should have valid GST and	The copy GST registration

e-Tender Notice Garden Maintenance

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
	Income Tax Registration.	/Service Tax Certificate and PAN card.
4.	The bidder should have Income Tax Returns for last three financial years & copy of latest GST return.	Copies of Income Tax Returns downloaded from the website of I.T. Dept. & copy of latest GST return.
5.	The bidder must be registered with the professional tax authority.	Corresponding certificate of Registration.
6.	Bidder shall pay Tender Fee & EMD online via Net-Banking.	Submit scanned copy of such payment.
7.	The machinery/equipments/tools etc. the Bidder is expected to make available for the execution of the Contract.	Such Particulars be given in Form No. II, annexed herewith.

6. Essential Undertakings/Declarations for Eligibility:

6.1 That the bidder is not facing any bankruptcy/insolvency proceeding or he/she/it has not been so declared by the Court/Competent Authority, during last five years.

6.2 That the Bidder has taken site inspection of all the premises for which bid is invited and got himself/herself/itself satisfied about the Garden Area and the exact nature and extent of the works to be performed/machines/tools and quantities of materials that may be required during the next two years while executing the Contract.

6.3 Whether the Bidder is party to any legal proceedings of Criminal nature or pertaining to violation of Labour Welfare Legislations.

6.4 If any proceeding of above nature is pending, then the details of such proceedings on separate sheet of papers, as to the Reliefs Claim/Name of the

e-Tender Notice Garden Maintenance

Court or adjudicatory authority/Name and address of other party/parties in such proceeding. If in any such disposed of proceedings the bidder is indicted, then similar particulars of such proceedings shall also be given.

6.5 That all the terms and conditions in the tender documents inclusive of its annexures are acceptable to the bidder.

6.6 The Bidder has not been blacklisted by the Central/ State Government/ Corporations/Government Undertakings etc.

7. OTHER ELIGIBILITY CRITERIA

7.1 The Bidder should have requisite number of trained Gardener/Mali and Labourers to execute Garden Maintenance Services on daily basis on all the premises simultaneously, as mentioned in the tender document. Such Gardener/Mali and Labourers must be trained in using garden equipments; use of pesticides, insecticide, fertilizer, composting, and other works relating to development and maintenance of the Garden.

7.2 When bidder fails to upload supportive documents to claim eligibility here-in-before mentioned, then such bidder is unfit for technical bid.

- PART-III -

8. QUALIFICATION OF THE BIDDERS: -

8.1 The Bidder, to qualify for award of contract, shall submit a duly executed power of attorney in the name of authorized signatory, supported by Resolution of the Board of Director, in case of body corporate.

e-Tender Notice Garden Maintenance

8.2 Memorandum of Understanding shall be provided in case the Bidder comprises of joint venture/consortium/partnership/company.

8.3 Nomination of one of the members of the partnership, consortium or joint venture to be in charge of the services and such authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/ joint venture/partnership firm/ LLP/company.

8.4 Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

8.5 The Bidder shall submit full details of his ownership and control or, if the Bidder is a partnership/LLP/joint venture/company or consortium, full details of ownership/liability and control of each member thereof.

8.6 Bidder must submit copies of all eligibility documents required, duly self-attested, along with technical bid of the tender.

Note:

- (1) Only those bidders who possess the Eligibility Criteria should submit their offers/bids.
- (2) The bidders should upload clear scan copies of the above documents in Technical Cover. The bidders not meeting the eligibility criteria will be summarily rejected. The documents which are not readable can be one of the grounds for rejection of their bid on technical ground.
- (3) A bidder shall submit only one bid either individually or as a partner of firm or authorized signatory of the company, more than one such bids

e-Tender Notice Garden Maintenance

will cause all of the proposals in which the bidder has participated to be disqualified.

- PART-IV -

9. OTHER TENDER INFORMATION:

9.1 Tender Fee/EMD/Security Deposit shall be as under:

Tender Fee	E.M.D.	Security Deposit
Rs. 30,000/- (Non-refundable) through online mode	Rs. 3,00,000/- through online mode	3% of the contract value

10. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

10.1 The High Court of Bombay, Bench at Nagpur invites bids by e-Tender for Outsourcing the work of Garden Maintenance Services for Official Residences of the Hon'ble Judges of the High Court and Judicial officials of the Registry of the High Court, at Civil Lines and Sadar, Nagpur, for the period of two years. A Tender Document has been published on the e-tendering website of Government of Maharashtra viz <https://mahatenders.gov.in>. The Bidders are required to submit soft copies of their Bids electronically in two Bids namely "Technical Bid" and "Financial Bid" on e-tendering website of Government of Maharashtra, using valid Digital Signature Certificates.

(The detailed information useful for submitting Online Bids on the e-tendering website of Government of Maharashtra may be obtained from <https://mahatenders.gov.in>)

e-Tender Notice Garden Maintenance

10.2 The Technical Bid should be uploaded in .pdf/rar format (OCR searchable). The bidders shall keep the documents ready which are to be uploaded after scanning documents (clear and visible) and Financial Bid (including all taxes, etc. as applicable) should be uploaded in .xls format only.

10.3 Bidders should take into account any Corrigendum published, if any, in respect of the Tender before submitting their bids.

10.4 Bidders, in advance, should keep ready the bid documents to be submitted as indicated in the Tender document/Schedule in PDF/RAR (OCR searchable) format. Scanned documents should be legible. Bidder needs to note that subsequent sending of documents by e-mail or by any other mode instead of uploading against their bid will not be considered.

10.5 Any queries relating to the Tender Document and the terms and conditions contained therein should be addressed to "The Registrar (Administration)" on the email id hcnag.mah@nic.in and on Telephone Nos. 0712 – 2562892 as mentioned in the Tender Document.

10.6 Any queries relating to the process of online bid submission or queries relating to e-tendering system of Government of Maharashtra i.e., <http://mahatenders.gov.in> in general may be directed to the 24 X 7 Help Desk. The Contact Numbers are 0120-4001 002, 0120-4001 005, 0120-4493395.

Date : 11.03.2024


Registrar (Administration)
High Court of Bombay,
Nagpur Bench, Nagpur

-PART-V-

HIGH COURT OF BOMBAY BENCH AT NAGPUR

Tender No: BOM HC/NAG/Garden Maintenance Services/ 1118 / 2024

The High Court of Bombay, Nagpur Bench, Nagpur invites bids by e-tenders in the prescribed format for Garden Maintenance Services on outsourcing basis for the area and other particulars mentioned below for the Official Residences of the Judges of the High Court and Judicial Officials of the Registry at High Court at Civil Lines, Nagpur, for the period of two years from eligible bidders who fulfill/comply the specifications mentioned in the e-tender document.

11. DESCRIPTION OF THE PREMISES

[Areas of the below mentioned Bungalows are as per the Measurement provided by Public Works Department Nagpur vide their letters bearing No.613/2021, dated 19/07/2021 and 251/AS/2023, dated 31.10.2023]

Sr. No.	Name of the Bungalow	Plot Area (Sq.Mts.)	B/U Area (Sq.Mts.)	Road Area (Sq.Mts.)	Area of Garden for maintenance	
					Garden Area (Sq.Mts.)	Wild Vegetation Area (Sq.Mts.)
1	Hiranyagarbha Bungalow [16/1]	16596.800	989.000	1660.000	4213.65	9734.15
2	Sewa Bungalow [45 A/1]	14594.695	998.000	1460.000	2827.54	9309.15
3	Vivek Bungalow [46/1]	12547.22	974.000	1255.000	6850.11	3468.11
4	Sunit Bungalow [27/1]	12251.900	1006.000	1226.000	5512.52	4507.38
5	Samta Bungalow	7152.595	785.000	716.000	5651.59	0.00

e-Tender Notice Garden Maintenance

6	Saumitra / Manas/ Matoshri Bungalow	18733.302	2416.000	1874.000	12170.70	2272.60
7	Daya / Kshama/ Shanti Bungalow	13592.440	1827.000	1360.000	7952.52	2452.92
8.	Vishakha/ Namrata/ Anuradha/ Uttara Bungalow	17495.053	2513.000	1750.000	11329.30	1902.753
9	Sneha Bungalow	6004.011	479.000	601.000	3905.45	1018.561
10	Chitra/Vidhi Bungalow	7691.161	1578.000	770.000	5343.16	0.00
11	Satyasheel Complex/ Vajra/ Protocol Officer cum Court keeper Residence	5769.550	975	577	1205.96 (903.422+ 28.50 +274.04)	3801.91 (3314.12 +386.79 +101)
Total					66962.5	48805.33


 Registrar (Administration)
 High Court of Bombay,
 Nagpur Bench, Nagpur

- PART-VI-

12. DURATION OF CONTRACT:

The contract will be valid for a period of two years from 01/05/2024 to 30/04/2026 or from the date of execution of the Contract. However, first three months of the Contract Period will be probationary period. Registrar (Administration) will have right to terminate the Contract if the services rendered found unsatisfactory during the probation period.

13. TIMINGS:

13.1 The Service Provider shall ensure smooth execution of the contractual works on all days of the month except Sundays and National Holidays. For execution of the contractual work, the Mali/Gardeners and Labourers engaged by the Service Provider shall be available daily from 8.00 am to 5.00 pm. There shall be one break of one hour or two breaks each of half hour. However, the timing of such break shall not be uniform for all the workers engaged by the Service Provider, so that all the time minimum number of workers shall be available to execute the work, under the direct supervision of the Service Provider.

13.2 The Service Provider shall strictly follow rules and regulations as regards the total working hours in a day or a week with mandatory break or breaks. Service Provider shall allow each of his employee engaged in execution of the Contract Work paid weekly holiday. The employee whose services are taken on weekly holidays, will be entitled to seek minimum wages from his Service Provider for that day or seek compensatory leave.

13.3 The Service Provider shall in case of official function on any Holiday or Sunday or in any special circumstances beyond the aforesaid working

hours, make available the services of his employees, if directed by the Registrar (Administration).

14. PAYMENT SCHEDULE AND TERMS:

14.1 The service provider shall submit its claim for the services rendered in the previous month. These claims are to be made only after paying the wages to its employee, which shall not be less than minimum wages inclusive of dearness and other allowances as determined by appropriate Government time to time. The Service Provider shall make such payment of wages either by Account payee Cross cheque or ECS or NEFT into the bank account of the concerned employee.

14.2 The aforesaid monthly claim shall accompany photocopy of cheques/bank statements evidencing the payment of wages into the bank account of the employees. In absence of these documents, the Service Provider shall not be entitled to monthly payment.

14.3 Apart from above, the monthly payment will be made to the Service Provider after ascertaining that the contractual responsibilities are carried out satisfactory in the previous calendar month, and after verifying that the EPF/ESI and other statutory remittances viz. employers' and employees' contributions, statutory administrative charges payable against the funds/schemes have been made by the Service Provider. If such remittances are not made by the Service Provider, then payments would be made only after Service Provider makes such statutory deductions along with interest and penalty for such delayed deductions/ default. The Service Provider shall not be entitled to monthly payment unless and until such compliances are made.

14.4 Payments shall be made considering the extent to which contractual work has been executed in the previous month. The number of workers actually

e-Tender Notice Garden Maintenance

employed during the previous month and the number of machines placed into service would be the factors relevant to assess the extent of execution of the work.

14.5 No advance payment of claims or running bills will be entertained. The Service Provider shall make payment of wages to its employees for any month on or before 7th day of the succeeding month.

14.6 The Service Provider shall submit with every monthly claim the certificate to the following effect:

- a) The Wages of all the workers engaged in the Month of were credited to their bank accounts.
- b) Contributions against the E.S.I./E.P.F./other statutory deductions payable by the employer and employees are made and credited with the Appropriate Authorities.
- c) Any of the workers were not paid wages less than the minimum wages, as determined under the Minimum Wages Act, 1948.
- d) All the statutory compliances required under the Labour legislations have been made.

14.7 The Service Provider shall compulsorily issue monthly salary slip to each and every personnel deployed at the premises duly indicating the salary particulars including deductions. The High Court Administration shall be entitled to verify payment of wages against the monthly claims/bills submitted by the Service Provider.

14.8 Even if there is delay in making payment of bill by this office, due to some inevitable reasons, it shall be binding on the Service Provider to pay the monthly salary of its workers, regularly. Service Provider shall take precaution

e-Tender Notice Garden Maintenance

that no complaint of whatsoever nature, as regards salary and supply of material be received by this office from the workers.

14.9 Income Tax and any other statutory levies will be deducted at source as per the rules in force from time to time.

15 MANPOWER REQUIREMENT:

15.1 The Government of Maharashtra through its Government Resolution विधी व न्याय विभाग, शासन निर्णय क्रमांक:एचसीटी-५२२२/३९५/प्र.क्र.१०१/का.४, मादाम कामा मार्ग, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई ४०० ०३२. तारीख:२१ फेब्रुवारी, २०२४, granted permission for taking services of the below mentioned number of gardeners and labourers through outsourcing.

Workers	Numbers
Gardener/Mali (Skilled)	18 (Full Time)
Garden Labourer (Unskilled)	24 (Full Time) and 1 (Part Time)
Total	43

15.2 All the Gardeners shall be fully skilled in the work of Garden Maintenance. The Service Provider shall not employ minors. The employment of Child Labour will lead to termination of the contract. No persons engaged by the Service Provider shall not have criminal antecedent. The police verification of all Mali/Gardeners and labourers shall be done before employing them for the purposes of the contract.

15.3 The Service Provider to submit such record as and when required by the High Court Administration.

e-Tender Notice Garden Maintenance

15.4 The Service Provider shall maintain BBAMS (Bio Metric Based Attendance Monitoring System) or attendance register/registers to mark the daily attendance of the staffs engaged for the garden maintenance work.

16 MATERIAL REQUIREMENT:

16.1 Materials required for execution of the work during the contract period would be as mentioned in Para No.2 regarding the scope of work.

16.2 If the Service Provider fails to produce all such materials and machineries, amount shall be deducted from the monthly payment of the Service Provider.

16.3 The Service Provider shall be entirely responsible for the safe custody of materials, tools & equipments. The High Court Administration shall not be responsible for any loss / theft of the same.

16.4 The High Court Administration reserves the right for replacement of defective materials, tools and equipments.

17 PERFORMANCE BANK GUARANTEE: -

17.1 The successful bidder shall furnish a Performance Bank Guarantee (Annexure-C) of equivalent to 10% of overall contract value for two years.

17.2 The above Bank Guarantee shall be submitted within two weeks from the date of award of contract and should be valid for over three months after the expiry of the period of the contract. The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur shall be free to encash this Bank

e-Tender Notice Garden Maintenance

Guarantee in the event of any failure on the part of the Service Provider to meet his obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the Service Provider at its sole discretion.

17.3 After acceptance of the contract, if any/all the terms and conditions of the contract is/are violated, the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur reserves the right to terminate the contract. In such cases, the security deposit will be forfeited to the High Court at its discretion.

-PART-VII-

18. GENERAL TERMS AND CONDITIONS:-

18.1 The information about the sites/premises are furnished in the tender document for general information and guidance of the interested bidders. However, such bidders shall invariably visit the site to get itself assured about the areas of the premises and other facts. The Bidder shall submit Certificate of Site Visit duly endorsed by the High Court employee working with Court Keeper Wing/Protocol Section.

18.2 The Service Provider is liable to pay the wages to the labourers not less than the minimum wages as determined under Minimum Wages Act applicable to the relevant category of workers, as determined from time to time. The Service Provider shall not be entitled to reimbursement of extra payment it required to be made or incurred for the reason of inflation or revision of minimum wages or change in the rate of EPF/ESI/other statutory deductions or for any other statutory compliances.

18.3 The Service Provider shall adhere to all applicable labour welfare legislations.

e-Tender Notice Garden Maintenance

18.4 The successful bidders/Service Provider shall commence the services within 7 days from the signing of Contract of Work or from such other date as decided by the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur and this shall be binding on the Service Provider.

18.5 The High Court Administration is not creating any kind of relationship with the staffs employed or to be employed by the Service Provider. It is made clear that the High Court Administration is ensuring compliance of labour legislation, does not mean that any kind of relationship is created with the staffs engaged by the Service Provider. All the staffs engaged by the Service Provider shall work at the direction and supervision of the Service Provider or its representative.

18.6 Nothing in the agreement shall be understood or construed to create or imply relationship of employer and employee or the principle and agent between the High Court Administration and the staffs engaged by the Service Provider.

18.7 The Service Provider shall provide uniform, identity card etc. to all its staff members, in absence of which they shall not be allowed inside the premises.

18.8 The High Court administration will not issue any kind of identity cards to the employee of the Service Provider. The identity card issued by the Service Provider may be endorsed as Gate Pass either by the concerned official of the High Court or Security Agency.

e-Tender Notice Garden Maintenance

18.9 The Service Provider shall provide a list of his staff to the High Court Administration. The Service Provider shall be under obligation to inform the High Court Administration, any change in his staff. All the staffs deployed for the services shall maintain discipline.

18.10 The Service Provider shall strictly follow any restrictions/guidelines mandated by security personnel of Police Department overseeing security of the High Court premises and Hon'ble Judges bungalows etc.

18.11 The Service Provider shall work in close coordination with the Registrar (Administration) of the High Court of Bombay, Nagpur Bench, Nagpur and modify working schedule, if required as per users' convenience. No claim whatsoever on this account shall be entertained.

18.12 In the premises, smoking and chewing tobacco etc. is strictly prohibited. Any of the deployed staff is found smoking/chewing in the campus shall be removed immediately and shall not be allowed to be deployed again in the campus.

18.13 The Service Provider shall ensure that its staffs use proper safety measures while performing their duties to avoid any accidents.

18.14 The Service Provider shall take all necessary precautions to prevent any nuisance or inconvenience to the occupiers and the occupiers of adjacent properties and to the public in general.

18.15 Video-graphy or photography of any of the premises under the Contract is strictly prohibited.

e-Tender Notice Garden Maintenance

18.16 If any loss or damage is caused to the property of the Court by the staffs deployed, the cost of the same shall be recovered from the Service Provider. Unless such amount is deposited, the bill of next month shall not be processed and recovery will be made from bill of said month /future bill.

18.17 The Service Provider shall ensure quality work in planned and time bound manner.

18.18 The Service Provider shall have to regularly lift the dumped heap of mulch and in any case at least once in a week. The responsibility of loading, unloading, transportation of dry mulch shall be of the Service Provider.

18.19 The Service Provider shall carry work complying the relevant Municipal Laws/bye-laws/rules/regulations/general or special orders issued by the local authority under the jurisdiction of which work is to be executed.

18.20 The Service Provider shall not be entitled to any damages for loss sustained by it due to rains, or any other natural calamity, whatsoever during execution of the work.

18.21 If the Service Provider is unable to carry out the work as per the contract issued to it or it commits breach of contract or leaves the work before the end of contract period the High Court Administration reserves the right of substituted performance through some other agency at the cost and expense of the service provider.

19. GENERAL SECURITY RESTRICTIONS: -

19.1 The Service Provider shall, on demand by the High Court Administration furnish the particulars like names, address, mobile numbers,

e-Tender Notice Garden Maintenance

document in proof of Identity of Gardener/Labourers engaged for execution of the Garden Maintenance work.

19.2 The movement of vehicles at High Court premises and Hon'ble Judges Bungalows and persons employed shall be regulated in accordance with rules and regulations as approved by the High Court of Bombay, Nagpur Bench, Nagpur.

19.3 Construction of hut or any kind of make shift arrangement for stay of the staffs of the Service Provider shall not be allowed on any premises under the Control of the High Court Administration.

19.4 As and when there will be security requirements, certain additional restrictions can be imposed as per the requirement of the situation.

19.5 The Service Provider shall be responsible for behavior and conduct of its staffs. No staff with doubtful integrity or having bad record shall be engaged by the Service Provider. The Service Provider shall replace any errant staff at the instant of officials of the High Court of Bombay, Nagpur Bench, Nagpur, if such occasion arises.

-PART-VIII-

20 BID SUBMISSION:

20.1 The Bidder shall be deemed to have studied specifications, terms and conditions in the tender document and got itself well acquainted with the site, site condition, approach roads, available working space and manpower requirement for execution of the work, basic materials, water, etc., before submitting the tender. A declaration to this effect has to be given by the bidder.

e-Tender Notice Garden Maintenance

20.2 The interested bidders should submit Bids Online completed in all respect on e-tendering portal of Govt. of Maharashtra viz. <http://mahatenders.gov.in> within given time. The Bidder should submit bids in two covers i.e., Technical Cover & Financial Cover.

20.3 The offers/bids which do not fulfill any of the conditions for eligibility are liable to be rejected without specifying the reasons for such summary rejection.

21. TECHNICAL COVER :

21.1 Technical Cover shall contain the document in respect of eligibility criteria and other supporting documents as called for. Bidder should upload Technical Documents in (.pdf format) as per instructions given on above e-tendering website.

21.2 Bid shall be submitted in the Proforma at Form-III. It shall accompany all the necessary document referred in this document. The Bidder shall also keep ready self-attested photocopies of all relevant documents, and submit them physically along with originals for verification by the High Court Administration, when so asked. It is further clarified that all the necessary documents are to be uploaded with Technical Cover.

21.3 The bidder shall pay non-refundable tender Fee of Rs.30,000/-, online.

21.4 The Bidder should upload scanned copy of the payment receipt of the Tender Fees & EMD paid Online via Net-Banking.

22. Bid Security E.M.D. (Earnest Money Deposit): -

The bidder is required to submit refundable EMD of Rs.3,00,000/- (Rupees Three Lakhs Only) by online mode via net banking.

23. FINANCIAL COVER:

23.1 It shall contain the financial bid, which shall be in BOQ format, the bidder needs to enter the final amount including wages, material cost, machinery, GST etc. Bidder should upload a financial document in .xls format i.e., BOQ file (Bill of Quantity) as per format provided. The price shall be quoted in Indian currency. It shall be unconditional.

23.2 Bidder shall quote the rates for the entire contract period of two years on a 'single responsibility' basis such that the tender price covers Service Provider's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the Garden Maintenance Services for all the Garden Areas. This includes the statutory liabilities of the Service Provider like EPF contributions, service charges, all kinds of taxes, etc.

23.3 The Bidder shall also include the cost of materials required for Garden Maintenance. The periodical revision of minimum wages payable to its workers during the contract period of two years shall also be kept in mind.

23.4 Conditional bids/ offers are liable to be summarily rejected.

23.5 All technically acceptable tenders will be eligible for consideration of their financial bid/Proposals. Financial Bid of those tenderers shall only be opened whose technical bid is found compliant to the conditions stipulated in all the clauses of this document. The financial proposal shall be evaluated to determine the lowest tenderer/bidder. In case, the evaluated financial offers of two or more technically qualified bidders are same and Lowest (i.e. L-1), then the tender would be awarded to the bidder who is technically more sound.

e-Tender Notice Garden Maintenance

23.6 EMD of the successful Bidder will be returned (without any interest) only after the successful completion of the Service Contract.

23.7 The Earnest Money Deposit will be returned to the unsuccessful Bidder as per e-tendering procedure. The said Earnest Money will not earn any interest thereon.

Note: All technical documents mentioned in Technical Envelope should be in .rar format. All Financial Documents mentioned in the financial envelope should be in .xls format. (BOQ File)

23.8 Technical Bids will be opened as per the Schedule mentioned in the Tender Document and the Financial Bids of technically qualified bids will be opened on the later date as per procedure of e-tendering System of Government of Maharashtra.

- PART-IX -

24 FORFEITURE of EMD:

The EMD is liable to be forfeited in the following circumstances:

24.1 If a Bidder withdraws its bid during period of bid validity, Or

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

24.3 If the Successful Bidder fails to make arrangement for technical evaluation of the offered product within the stipulated time, Or

24.4 If the Successful Bidder fails to accept the Letter of Award and / or execute an agreement within the stipulated time, Or

e-Tender Notice Garden Maintenance

24.5 If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

25. GENERAL GROUNDS FOR REJECTION OF TENDER: -

Following are the general grounds for rejection of tender, which are not exhaustive but inclusive.

25.1 The financial bid, in which the amount of salary, to be payable to the workers of such service provider is mentioned less than what is determined as Minimum wages inclusive of dearness allowances and other allowances etc. for the particular class of employee, as per the provisions of Minimum Wages Act.

25.2 While quoting the rates in Financial Bid the bidder fails to consider the prevailing statutory notifications, laws as applicable, including Minimum Wages Act and any revision to minimum wages issued from time to time.

25.3 If Bidder fails to quote their rates in Financial Cover i.e. BOQ Format exclusive of all types of taxes, service tax, transportation, income tax, professional tax, material cost and other expenses.

26. ACCEPTANCE AND REJECTION OF TENDER:

26.1 Acceptance of Tender shall be solely at the discretion of the Tender Committee of the High Court of Bombay, Nagpur Bench who reserves the right to accept or reject any or all tenders without assigning any reason therefor. The Bidder, whose tender is accepted will have to enter into Agreement within 15 days of being notified to do so. In case of failure, the offer of the Bidder shall be considered as withdrawn by him, and amount deposited towards

e-Tender Notice Garden Maintenance

the EMD will be forfeited to the Government Account without any reference to the successful Bidder. The date of contract will be fixed by the High Court upon Administrative Approval obtained from Government and contract will be entered thereon.

26.2 It must be clearly understood that the Tender Committee of the High Court of Bombay, Nagpur Bench is not bound to accept the lowest or any tender.

26.3 Tender is liable for outright rejection if on opening it is found that: -

26.4 The Bidder has not strictly followed the procedure laid down for the submission of bid/offer.

26.5 The Bidder proposed any alteration in the work specified in the tender or any other condition which cannot be evaluated.

26.6 Any one or more of the documents required as called for are not submitted.

26.7 Any of the pages of the tender are removed or replaced by the Bidder.

26.8 Any over-writing is made by in the tender document.

26.9 The Bidder has not signed all corrections and additions.

26.10 All pages are not signed by the Bidder.

e-Tender Notice Garden Maintenance

26.11 Correction in amount (price-bid) entered in agreement, if any, should be attested by the tenderer.

- PART-X -

27 PENALTY:

27.1 Without prejudice to the rights of the High Court Administration to terminate the Contract allotted to the Service Provider for breach of the terms of the Contract; the High Court administration can impose the penalty mentioned below against the deficiency of service, after giving show cause notice in writing.

Sr. No.	Deficiency in Service/Nature of default	Penalty
1	Failure to provide Gardener/Labourers on any day to any of the premises.	Rs.1,000/-, per day per person.
2	Delayed Reporting of Gardener/Labourer to any of the premises.	Rs.200/-, for delay of each Hour on any working day.
3	Failure to attend the complaint.	Rs.1,000/-, per day after expiry of reasonable period.
4	Incomplete/improper Gardening work of any of the premises.	Rs.2,000/-, per day, per premises, after expiry of reasonable period.

27.2 In addition to the above specific defaults/deficiencies in service, for other defaults/deficiency in service, the High Court Administration reserves the right to issue show cause notice as to why specific amount of penalty shall not be imposed for the defaults/deficiency in service mentioned in such notice. After giving such opportunity of hearing the High Court Administration will decide about the what general or special damages caused by defaults/deficiency in service. It will be within the rights of the High Court Administration to condone or

e-Tender Notice Garden Maintenance

waive any penalty for which show cause notice has been issued on being satisfied of the explanation given by the Service Provider or of the undertaking that such mistake will not be repeated in future or for any other appropriate reason.

27.3 The penalty so imposed can be set off against the monthly bill payable to the Service Provider.

28 DISPUTE RESOLUTION:

28.1 Any claim, dispute or difference relating to or arising out of the Contract executed between the High Court Administration and the Service Provider shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time.

28.2 Such dispute or difference shall be referred to the Sole Arbitrator as appointed by the High Court Administration. The venue and seat of Arbitration shall be at Nagpur. The language of arbitration proceedings shall be English. The arbitration award shall be final and binding on both the parties.

28.3 The Service Provider will be responsible to settle any matter/dispute, raised by any agency including his labourers, before any authority including Labour Commissioner/Labour Courts/Industrial Court/Controlling Authority under Payment of Gratuity Act, 1972/Conciliator/or any other adjudicatory authority pertaining the service conditions of the staffs of the Service Provider.

29. TERMINATION OF CONTRACT:

e-Tender Notice Garden Maintenance

29.1 Violation of statutory laws and terms of contract will lead to termination of the contract.

29.2 The Service Provider should submit an affidavit stating that the workers/staffs appointed for the work, are being and will continuously be paid salary as per the government norms and as per the relevant laws like Minimum Wages Act etc. It shall be entirely the responsibility of the Service Provider to pay not less than the minimum wages to the workers. If this office notices any lapses therein or if written complaint is received about not making payment of salary to the workers, as per the norms then, the contract of Service Provider will be terminated and necessary steps will be taken to blacklist his/their names by taking legal action against the Service Provider.

29.3 The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur shall at any time terminate the Work Order/Contract without giving any compensation by giving written notice in case the work of the Service Provider is found to be not satisfactory or in violation of the terms of the contract or for not following mandatory provisions in the labour legislations.

29.4 The Registrar (Administration), High Court of Bombay at Nagpur reserves the right to terminate the Contract by giving the Service Provider notice of 15 days.

29.5 Without prejudice to the aforesaid rights of the High Court Administration, the Registrar (Administration) may issue notice to the Service Provider pointing out the deficiency in services with direction to make good such deficiency within such time or within such extended time as may be allotted to the Service Provider, as may be mentioned in such notice or reminder notice.

e-Tender Notice Garden Maintenance

29.6 The High Court Administration will have right of substituted performance for the remaining term of the Contract at the cost of the Service Provider without prejudiced to its any other rights hereinbefore mentioned.

30. LEGAL JURISDICTION:

All disputes are subject to the territorial jurisdiction of City of Nagpur, preceded by Arbitration.

Date – 11.03.2024


Registrar (Administration),
High Court of Bombay,
Nagpur Bench, Nagpur

e-Tender Notice Garden Maintenance

FORM NO.I

Details of Garden Maintenance/Landscaping works successfully executed during last five years by the Bidder.

Sr. No.	Name of Work	Name and address of the organization	Agreement No. and other details in brief	Tender Cost	Total Cost of the work done	Duration of Tender	Principle features in brief
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							

Note :- The above is specimen format. The information be typed in the above format, which shall be uploaded in Technical Cover.

(Sign & Seal of the Bidder)

e-Tender Notice Garden Maintenance

FORM NO. II

List of machinery and equipments which the Bidder propose to make available, for execution of the Contract, immediately after issuance of Work Order.

Sr. No.	Name of Equipment	No. of Units	Kind and Year of Make	Capacity	Remarks
1	2	3	4	5	6
1					
2					
3					
4					
5					

(Sign & Seal of the Bidder)

FORM - III

HIGH COURT OF BOMBAY BENCH AT NAGPUR

Tender No: BOM HC/NAG/Garden Maintenance/ / 2024

**PROFORMA FOR SUBMISSION OF INFORMATION FOR
EVALUATION OF TECHNICAL BID**

Name of Service Provider	
Detailed Address	
Telephone & Mobile Numbers	
E-mail I.D.	

Sr. No.	Eligibility Criteria for Technical Bid	Documents uploaded Yes/No	Page Numbers
1.	Previous Work Experience of Gardening Maintenance/Landscaping	Such work experience be uploaded in Proforma Form No.I	
2.	The list of machinery/equipment/tools which would be made available.	Such information to be uploaded in Proforma Form No.II	
3.	Whether bidder is individual/company/sole proprietor/partnership firm/joint venture?		
4.	Name, Designation, Address, Telephone Number and e-mail Address of Authorized Signatory.		
5.	Details of Certificate of Incorporation	Corresponding Certificate	
6.	GST Registration Number	Corresponding Registration Certificate	
7.	PAN issued by the Income Tax Department	PAN Card	
8.	Employee Provident Fund Account Registration Number	Corresponding Registration Certificate	

e-Tender Notice Garden Maintenance

Sr. No.	Eligibility Criteria for Technical Bid	Documents uploaded Yes/No	Page Numbers
9.	Registration Certificate under Employees State Insurance Act.	Corresponding Registration Certificate	
10.	Registration Certificate under Professional Tax	Corresponding Registration Certificate	
11.	Income Tax Returns of last three Financial Years 2020-21, 2021-22 and 2022-23	Downloaded copy of ITR from the website of I.T. Dept.	
12.	Audited accounts of last three consecutive financial years ending with 31st March, 2023 with minimum annual average turnover of Rs.3 Crores	Authenticated copy of audited balance sheet, supported by separate Certificate of Chartered Accountant	
13.	Undertaking and Declaration.	In Proforma Annexure-A	
14.	Certificate of visiting the Garden Premises	In Proforma Annexure-B	

Annexure-A
UNDERTAKING & DECLARATION
(On stamp paper of Rs.100/-)

Tender No: BOM HC/NAG/Garden Maintenance/ / 2024

To,
The Registrar (Administration),
High Court of Bombay,
Nagpur Bench,
Nagpur.

Name of Bidder :-

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in the tender document inviting tenders for outsourcing the work of Garden Maintenance, for the official residences of the Hon'ble Judges and Judicial Officers of the Registry at High Court, at Civil Lines and Sadar, Nagpur, for the period of two years from 01.05.2024 to 30.04.2026.

2. I/We hereby declare that, before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.

3. I/We hereby declared to have inspected all the Garden Areas of official residences of the Hon'ble Judges and Judicial Officers of the Registry at High Court, at Civil Lines and Sadar, Nagpur, and got myself/ourselves satisfied about the area of the Garden and the exact nature and extent of the works to be performed/machines/tools and quantity of materials that may be required during the next two years while executing the Contract.

4. I/We hereby confirm that, I am/We are compliant of all the statutory requirements including the registration under EPF/ESIC/Professional Tax/ etc.

e-Tender Notice Garden Maintenance

5. I/We hereby undertake that, the workers and other manpower employed by the bidder will be paid not less than the minimum wages determined by the appropriate authority for the applicable category.
6. I/We undertake the responsibility to furnish details and particulars of manpower deployed by us for the aforesaid work of Garden Maintenance.
7. I/We undertake to engage given number of trained Gardeners and Labourers having experience in Gardening.
8. I/We undertake that, the bidder will submit appropriate license, if any, required for engaging manpower on contract basis, before signing the work agreement.
9. I/We declare that, any kind of bankruptcy/insolvency proceedings is not pending against us and I/We have not been declared so during last five years.
10. I/We undertake to abide the guidelines issued or to be issued by the Health Authority or the High Court Administration for Covid-19 or similar other variants.
11. I/We declare that, the bidder has never been blacklisted by the Central/State Government/Corporation, other Government Institutions.
12. I/We declare that no legal proceedings for violation of Labour Welfare Legislation or other criminal proceedings is not pending against the bidder.

Signature of the bidder
Name & Address of the Bidder with Seal

Annexure-B

CERTIFICATE OF VISIT

On, _____ day of March, 2024, I have personally visited the Garden Areas in the official residences of Hon'ble Judges of the High Court viz. 1) Hiranyagarbha, 2) Sewa, 3) Vivek, 4) Sunit, 5) Samta, 6) Saumitra, 7) Manas, 8) Daya-Kshama-Shanti, 9) Vishakha, 10) Namrata, 11) Anuradha, 12) Uttara, 13) Sneha, 14) Chitra and 15) Vidhi Bungalows and also the official residences of the Judicial Officers and Court Keeper i.e. Satyasheel Complex, Vajra and Court Keeper Residence. I was accompanied by the Court Employee from Court Keeper Wing/Protocol _____ Department _____ namely _____

Name & Signature of the Bidder/
Authorized Representative

Signature of the concerned Court

Employee

Note:

- 1) This Certificate is to be uploaded with the Tender Document.
- 2) Where the Garden Areas are visited by the Authorized Representative of the Bidder, then the proper Authority Letter issued by the Bidder shall also be uploaded along with this Certificate.

Annexure – C

PERFORMANCE BANK GUARANTEE FORM
(To be executed on Non-Judicial Stamp Paper of an appropriate value)

Bank Guarantee No.: **Date:**

Name of the Bank Issuing Bank Guarantee:
.....

Guarantee Period: From to

Guarantee Expiry Date:

WHEREAS, Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur (Party No.1), has entered into the Contract of Outsourcing the work of Garden Maintenance of the official residences of the Hon'ble Judges of the High Court and Judicial Officers working in the Registry of the High Court with the successful Bidder(Party No.2), for the Period of 2 Years from 01.05.2024 to 30.04.2026. Accordingly, on formal Agreement has been duly executed on, at Nagpur. The terms and conditions in the Tender Document form the part and parcel of the said Agreement. As a security for the due observance and performance of the said Contract and the terms and conditions in the Tender Document, Party No.2, the Contractor furnishing to the Party No.1 a Guarantee in the sum of Rs...../- (Rupees..... Only)

AND WHEREAS one of the condition of the Contract is that the Contractor shall furnish to the High Court Administration from scheduled Bank having Branch at Nagpur for an amount equal to 10% (Ten Percent) of the total Contract sum, which is guaranteed Amount, against due and faithful performance of the Contract including the performance Bank Guarantee obligation and other obligations of the Contractor for the services of Garden Maintenance and supply of necessary material as

e-Tender Notice Garden Maintenance

illustrated in the Tender Document. This Bank Guarantee shall be valid from the date hereof up to expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approach of
(Insert here Name of the Bank and Branch) having its registered Office at (Insert here the Address of registered Office) and at the request of the Contractor and inconsideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

(i) The Bank hereby undertakes to pay under this Guarantee, the guaranteed amount claimed by High Court Administration/Party No.1 without any further proof or conditions and without demur, reservation, contest, reports or protest and without any enquiry or notification to the Contractor merely on a demand raised by the High Court Administration stating that the amount claimed is due to the High Court Administration under the Contract. Any such demand made on the Bank by the High Court Administration shall be conclusive as regards the amount due and payable by the Bank under this Bank Guarantee and the Bank shall pay without any deductions or set-offs or counterclaim whatsoever, the total sum claimed by the High Court Administration in such demand. The High Court Administration shall have the right to make an unlimited number of demands under this Bank Guarantee provided that the aggregate of all sums paid to the High Court Administration by the Bank under this Bank Guarantee shall not exceed the Guaranteed amount.

(ii) The Bank's liability under this Bank Guarantee shall be restricted to an amount not exceeding (Insert here the Amount of Bank Guarantee in Figures and Letters).

(iii) The right of the High Court Administration will not be affected or suspended by reason of the fact that the Contractor has raised dispute.

e-Tender Notice Garden Maintenance

(iv) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of Constitution or insolvency of the Contractor.

(v) Unless demand under this Bank Guarantee is filed against the Bank within **Six Months** from the date of expiry of this Bank Guarantee all the rights of the High Court Administration under this Bank Guarantee shall stand discharged.

(vi) However, in the opinion of the High Court Administration, if the Contractor's obligations against which this Bank Guarantee is given are not completed or fully performed by the Contractor within the prescribed period under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the Bank Guarantee, till the Contractor fulfills its obligation under the Contract.

(vii) Our liability hereunder shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs...../- (Rupees.....Only) and

(viii) We shall not revoke this Guarantee during its operation except with the previous consent in writing of the High Court Administration.

IN WITNESS WERE OF THE Common Seal of has been hereunto affix this day of May, 2024. The Common Seal of was pursuant to the resolution of the Board of Directors of the Company dated the day of, herein affixed in the presence of who, in token thereof, have hereto set their respective hands in the presence of :

1) _____

2) _____

Annexure – D

AGREEMENT FORM

AGREEMENT MADE on this day of May, 2024, between the High Court Administration through Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur/Party No.1, (hereinafter called the “Indenter”), which expression to include the successor in Office or the person in-charge of that Office of one part.

AND

M/s.

....., having its registered office at (hereinafter referred to as “Service Provider/the Contractor”), which expression shall include his successor, heirs, executors, administrators, representatives and assigns of the other part for providing services of the Garden Maintenance and supply of materials for such maintenance.

NOW THIS AGREEMENT WITNESSTH as follows:

1. WHEREAS the High Court Administration invited bids through open tender, vide Notice Inviting Tender dated for availing services of Garden Maintenance and supply of materials for such maintenance under Tender No....., in respect of the Gardens in the official residences of the Hon’ble Judges of the High Court and Judicial Officers working in the Registry of the High Court including Court Keeper’s residence, at Civil Lines and Sadar, Nagpur, for a period of Two Years from 01.05.2024 to 30.04.2026.

2. AND WHEREAS the Service Provider/Contractor submitted his bid vide in accordance with the procedure and represented therein that it

e-Tender Notice Garden Maintenance

fulfills all the requirements and has resources and the earlier required experience and such competent to provide the requisite services to the Party No.1.

3. AND WHEREAS Party No.1 has selected M/s., as successful bidder pursuant to the bidding process and the Government of Maharashtra has also approved such selection. Accordingly, letter of acceptance bearing outward No..... to the Contractor on, for total sum of Rs./-, has been issued.

4. AND WHEREAS Party No.1 desires that the services and the supply of Material for the Garden Maintenance be carried out through the Contractor

5. AND WHEREAS Party No.2/Service Provider has accepted the Contract on the terms and conditions set out in the Tender Notice No. BOM HC/NAG/Garden Maintenance Services/ /2024.

6. AND WHEREAS the Contractor/Service Provider acknowledges the right of Party No.1 of substituted performance of the Contract, in case of breach on the part of the Contractor/Party No.2, at the cost and expense of Party No.2.

7. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for service of Garden Maintenance and supply of materials, on breach of such terms and conditions the Contract will be liable to be terminated.

8. AND WHEREAS the Contractor/Party No.2 shall undertake to pay the Gardeners and Labourers engaged by him/her/it wages not less than minimum wages fixed time to time by the Government of Maharashtra for the relevant category.

e-Tender Notice Garden Maintenance

9. AND WHEREAS the Contractor/Party No.2 shall undertake to comply all the Labour Welfare Legislations including to make the statutory deductions of the employees and employer and to remit the same to the concerned department within the statutory period.

10. AND WHEREAS, the Contractor/Party No.2 agree and accepts that the Contract Amount is for the period of Two Years and it is inclusive of the material cost, payment of Tax, the statutory deductions, the probable inflation in the material cost over the next Two Years, the hike in the rates of minimum wages during the Contract Period, the amount of compensation which may be required to be paid to the employees engaged by him for any kind of injury or loss of life, etc.

11. AND WHEREAS the High Court Administration/Party No.1 reserves right to extend the term of Contract for such further period, that may be required to complete the next tender process.

12. AND WHEREAS, both the parties agree that the terms and conditions in the Notice of Tender shall form the terms and conditions of this Agreement.

13. IN WITNESS WHEREOF the parties hereto have put their signatures on this Agreement duly executed on this day of May, 2024, at Nagpur.

Party No.1 _____

Witness: 1) _____

2) _____ Party No.2 _____

e-Tender Notice Garden Maintenance

Annexure- E (LIST OF SEASONAL PLANTS)

Sr. No.	Winter – Seasonal Flowers
1	Dahila
2	Stock
3	Aster
4	Petunia
5	Anihirinum
6	Pansv
7	Dianthus
8	Sweet William
9	Califormia Poddv
10	Calendula
11	Sweet beas
12	Chrvsanthemum
13	Marigold – Hybrid
14	Cinneria
15	Salvia
16	Flocks
17	Balsam
18	Zebra
19	Poddv
20	Candv tuft
21	Holi hox
22	Dog flower
Summer Seasonal Flowers	
1	Cocks comb
2	Gomohrina
3	Zinnia
4	Sun flower
5	Marigold
6	Rainigandha
7	Lilv
All Seasonal Flower	
1	Water Lily