

HIGH COURT OF JUDICATURE AT BOMBAY**Hutatma Chowk, Fort, Mumbai - 400 032.****Tender Notice No. RC 1510/2025/(COOK)/6194****Dated : 25/11/2025**

The High Court of Bombay invites online bids (Technical & Financial) from registered and experienced Agencies/Contractors for outsourcing **89 Cooks (Principal Seat at Bombay-49, Nagpur Bench-18 and Aurangabad Bench-22)** to work at the residence of the Hon'ble Judges (as per Annexure-3) for one year.

Bids remain valid for **at least 180 days** from the date of opening i.e. 15/12/2025). The prospective bidders desirous of participating in this tender may submit their written queries to the undersigned on or before 04/12/2025 at 04.00 p.m. by email at **rgestt-bhc@nic.in** with the subject line "Pre-bid queries in respect of Cooks". 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.

A pre-bid meeting 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 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. RC 1510/2025/(COOK)/6194

Tender Document for “The selection of Outsourcing Agency/Contractor to provide 89 Cooks (Principal Seat at Bombay-49, Nagpur Bench-18 and Aurangabad Bench-22) to work at the residence of Hon’ble Judges for one year.”

Document Control Sheet

| | |
|--|---|
| Tender Reference No. | RC 1510/2025/(COOK)/6194 |
| Name of Organization | High Court of Judicature at Bombay |
| Tender Type(Open/Limited/EOI/Auction/Single) | Open |
| Tender Category(Services/Goods/works) | Service |
| Type/Form of Contract (Work/ Supply/Auction/Service/Buy/Empanelment/ Cell) | Empanelment/work/Service |
| Product Category | Manpower services - Cook |
| 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 | 29/11/2025 (11.30 am) |
| Document Download/ Sale Start Date | 29/11/2025 (11.30 am) |
| Document Download/ Sale End Date | 12/12/2025 (12.00 noon) |
| Clarification Start Date | 29/11/2025 (11.30 am) |
| Clarification End Date | 04/12/2025 (04.00 pm) |
| Pre-bid Meeting | 06/12/2025 (11.30 am) |
| Last Date and Time for Uploading of Bids | 12/12/2025 (12.00 noon) |
| Date and Time of Opening of Technical Bids | 15/12/2025 (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 | Registrar General High Court, Bombay |

INDEX

| Sr. No. | Particulars | Page No. |
|---------|--|----------|
| 1.1 | SUBMISSION OF PROPOSAL | 8 |
| 1.2 | UNIFORMITY | 8 |
| 1.3 | ONLY ONE PROPOSAL | 9 |
| 1.4 | COST OF BIDDING | 9 |
| 1.5 | PROPOSAL MATERIAL | 9 |
| 1.6 | SUBCONTRACTING | 9 |
| 1.7 | NEGOTIATIONS | 9 |
| 1.8 | ACCEPTANCE AND REJECTION OF PROPOSAL | 9 |
| 1.9 | ACCEPTABLE BANKS | 10 |
| 1.10 | BID VALIDITY | 10 |
| 1.11 | BID PRICES | 10 |
| 1.12 | MODIFICATION AND WITHDRAWAL OF BIDS | 11 |
| 1.13 | LOCAL CONDITIONS | 11 |
| 1.14 | CONFLICT OF INTEREST | 11 |
| 1.15 | CONFIDENTIALITY | 12 |
| 1.16 | CLARIFICATION OF PROPOSALS | 12 |
| 1.17 | NON-CONFORMITIES, ERRORS AND OMISSION | 12 |
| 1.18 | UNDUE INFLUENCE | 13 |
| 1.19 | AMENDMENT OF BID DOCUMENTS | 13 |
| 1.20 | OBJECTIVE/SCOPE | 14 |
| 1.21 | GENERAL INSTRUCTIONS TO THE BIDDERS | 14 |
| 1.22 | IMPORTANT POINTS TO BE NOTED BY THE TENDERER | 15 |

| Sr. No. | Particulars | Page No. |
|---------|---|----------|
| 1.23 | DEFINITIONS | 15 |
| 1.24 | TENDER FEES | 17 |
| 1.25 | EARNEST MONEY DEPOSIT (EMD) | 17 |
| 1.26 | ELIGIBLE BIDDER | 18 |
| 1.27 | ELIGIBILITY CRITERIA | 18 |
| 1.28 | TECHNICAL BID | 18 |
| 1.29 | FINANCIAL BID | 18 |
| 1.30 | OPENING OF BIDS AND EVALUATION | 19 |
| 1.31 | AWARD CRITERIA | 19 |
| 1.32 | PLACING OF LETTER OF AWARD/WORK ORDER | 20 |
| 1.33 | SIGNING OF CONTRACT | 20 |
| 1.34 | CANCELLATION OF CONTRACT | 20 |
| 1.35 | TERMINATION BASED ON FUNDING | 21 |
| 1.36 | PAYMENT PROCESS | 21 |
| 1.37 | TERMS OF PAYMENT | 21 |
| 1.38 | TERMS AND CONDITIONS FOR AGENCY/ CONTRACTOR PROVIDING COOKS THROUGH OUTSOURCING | 22 |
| 1.39 | LEGAL COMPLIANCE | 24 |
| 1.40 | SCHEDULE OF EVENTS | 26 |
| 2.1 | SPECIFICATIONS | 27 |
| 2.2 | PERFORMANCE GUARANTEE | 27 |
| 2.3 | RIGHTS OF THE REGISTRAR GENERAL, HIGH COURT | 28 |
| 2.4 | FORCE MAJEURE | 28 |

| Sr. No. | Particulars | Page No. |
|----------------|--|-----------------|
| 2.5 | TERMINATION | 28 |
| 2.6 | ARBITRATION | 29 |
| 2.7 | GOVERNING LAWS AND JURISDICTION | 29 |
| | Annexure – 1 : Earnest Money Deposit/Turnover/Value of Similar Completed Work Projects | 30 |
| | Annexure – 2 : Summary | 31 |
| | Annexure – 3 : Details of Cook requirement | 32 |
| | Annexure – 4 : Eligibility Criteria (For Bidder) | 34 |
| | Annexure – 5 : Declaration of the Contractor (DOC) | 37 |
| | Annexure – 6 : Proof of completion of Similar Work Projects | 38 |
| | Annexure – 7 : Bidder's Annual Turnover | 39 |
| | Annexure – 8 : Time Schedule | 40 |
| | Annexure – 9 : Support (Available with Bidder) | 41 |
| | Annexure – 10 : Financial | 42 |
| | Annexure – 11 : MF01A | 43 |
| | Annexure – 12 : MF01B | 44 |
| | Annexure – 13 : Bid Submission | 46 |
| | Annexure – 14 : Enclosures Check-list | 48 |
| | Annexure – 15 : Draft of Performance Guarantee | 49 |
| | Annexure – 16 : Draft of Agreement | 50 |
| | Annexure – 17 : Draft of Bank Guarantee | 55 |
| | Annexure – 18 : List of locations Cook are to be provided | 56 |
| | Pre-bid Meeting | 57 |

INSTRUCTIONS FOR ONLINE BID SUBMISSION :-

The Registrar General, on behalf of the Bombay High Court, invites online bids for “**The selection of Outsourcing Agency/Contractor to provide 89 Cooks (Bombay-49, Nagpur-18 and Aurangabad-22) to work at the residence of Hon’ble Judges for a period of one year.”**

The tender document is published on the Government of Maharashtra’s e-tendering portal: <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 Certificate.

PREPARATION OF BIDS

Bidders are advised to carefully read the Tender Advertisement and Tender Document to ensure a thorough understanding of all the required submission documents. All bid documents must be submitted strictly as per the number of covers indicated in the Tender (**refer to Annexure-13**), as any deviation from this requirement may lead to rejection of the bid. It is recommended to prepare all bid documents well in advance in PDF or RAR format, ensuring that scanned copies are clear and legible. Additionally, bidders must regularly check for any corrigendum published before the bid submission deadline and make necessary changes to the bid documents accordingly.

ASSISTANCE TO BIDDERS

1. For queries related to the tender document or terms, contact the Registrar Personnel by email at rgestdt-bhc@nic.in.
2. For queries related to 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.

SECTION - I

1.1 SUBMISSION OF PROPOSAL :-

- a) Bidder should log on to the e-tender portal well in advance to avoid last-minute delays. The High Court is not responsible for submission delays or payment failures.
- b) Upload digitally signed bid documents one by one as required, per Annexure-13.
- c) Only **online payments** will be accepted.
- d) Submit Technical and Financial bids in PDF / XLS / RAR format only; other formats will not be accepted.
- e) Bids must be signed by an authorized representative of the bidder, with authorization proof included. The signatory's name and designation should be clearly mentioned.
- f) All bid submission deadlines and timings will be as per the timestamp shown on the bidder's portal dashboard.
- g) After successful submission, bidders will receive a confirmation message with a bid summary. Print this as proof of submission.
- h) The bid must include contact details of the authorized signatory, including office and after-hours phone numbers.
- i) Bids that are unsigned, unstamped, or missing authorization certificates will be rejected.
- j) Non-compliance with prescribed bid format or naming conventions will result in rejection.

1.2 UNIFORMITY

To keep things consistent and make it easier to review all proposals, bidders must clearly mention the page number, section, or other relevant parts of this Tender Document when submitting information. The details should be provided in the same order as they appear in the Tender Document. Also, all pages of the proposal must be numbered properly.

1.3 ONLY ONE PROPOSAL

- a) Each bidder can submit only one proposal.
- b) Multiple submissions by the same bidder will result in disqualification.

1.4 COST OF BIDDING

- a) All costs related to bid preparation and submission shall be borne by the bidder.
- b) The High Court will not be responsible for any expenses incurred regardless of tender outcome.

1.5 PROPOSAL MATERIAL

- a) All submitted documents become the property of the High Court.
- b) Correspondence and documents must be in English.
- c) The tender process concludes with the issue of the Letter of Award or Work Order to the successful bidder.

1.6. SUBCONTRACTING

- a) The bidder shall not assign or subcontract any part of the contract without prior written approval from the Registrar General.
- b) Breach of this condition may lead to contract termination and forfeiture of EMD/Security Deposit.

1.7 NEGOTIATIONS

- a) The High Court reserves the right to negotiate prices to achieve downward revision.
- b) The successful bidder will be notified of the negotiation schedule.
- c) Negotiators must have written authority to finalize the contract.
- d) Participation confirmation and adherence to bid terms must be provided in writing within five (5) days of notice.

1.8 ACCEPTANCE AND REJECTION OF PROPOSAL

The Bombay High Court reserves the right to accept or reject any proposal or cancel the entire bidding process at any time before issuing the Letter of Award or Work Order, without assigning any reasons or incurring any liability to bidders. The High Court is not bound to accept the lowest tender;

acceptance may also be based on technical compliance and suitability. The decision of the High Court in this regard shall be final. Any conditional or incomplete bids will be summarily rejected. Bids not complying with the Government Resolution dated 27th January 2015 will be rejected. Any bid offering tender amounts below the minimum wages prescribed by law, including Minimum Wages, Special Allowance, Bonus, G.PF, E.S.I.C., Gratuity, and other applicable allowances, will be rejected.

1.9 ACCEPTABLE BANKS

All bank-related documents must be issued by Nationalized or Scheduled Banks only. Bidders should submit their bids as per **Annexure-13** and cross-check their submissions against the checklist in **Annexure-14**.

1.10 BID VALIDITY

Bids shall remain valid for a period of 180 days from the date of opening. The Registrar General reserves the right to extend the validity period at their sole discretion.

1.11 BID PRICES

- a) 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.
- b) 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.
- c) 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.
- d) 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).

1.12 MODIFICATION AND WITHDRAWAL OF BIDS

Bidders may modify or withdraw their bids prior to the last date of submission by providing a written intimation at least seven days in advance. No modifications or withdrawals will be accepted after the deadline. Withdrawal of bids between the last submission date and expiry of bid validity will result in forfeiture of the EMD.

1.13 LOCAL CONDITIONS

Bidders are expected to familiarize themselves fully with local conditions affecting contract performance and costs. Requests for clarifications regarding local conditions will not be entertained after the issuance of the Letter of Award or Work Order.

1.14 CONFLICT OF INTEREST

Bidders must disclose any actual or potential conflicts of interest. Failure to disclose such conflicts may result in disqualification or termination of the contract. Bidders may request a no-objection from the High Court in case of conflicts, which will be reviewed on merit.

1.15 CONFIDENTIALITY

“Confidential Information” includes all non-public information related to business operations, financial affairs, software, data, and internal controls, excluding information already in the public domain. Details regarding evaluation, contract award, and recommendations shall remain confidential and will not be disclosed to unauthorized persons. Bidders or service providers must maintain confidentiality of the tender documents, amendments, and annexures. All employees or agents with access to confidential information must agree to comply with confidentiality terms and applicable High Court security policies. Disclosure of any tender-related details to third parties is strictly prohibited.

1.16 CLARIFICATION OF PROPOSALS

To assist in the examination, evaluation, comparison, and post-qualification of proposals, the High Court may, at its discretion, seek clarifications from any bidder. The bidder must provide the required clarification in writing within the stipulated time. Any clarification submitted without a prior request from the High Court will not be considered. No changes in prices or the substance of the proposal shall be permitted after the opening of financial proposals, except to confirm corrections of arithmetic errors identified by the High Court during evaluation. Bidders are not allowed to make inquiries during the evaluation process after bid opening until the final decision is communicated. However, the Registrar General may seek clarifications from bidders, who must respond within the given timeframe, failing which their bids may be rejected.

1.17 NON-CONFORMITIES, ERRORS AND OMISSION

Bidders are expected to comply with the true intent of the tender and shall not exploit any errors or omissions to the detriment of the services. If any bidder suspects an error, omission, or discrepancy in the tender specifications or instructions, they must immediately notify the Registrar General in writing. The Registrar General will issue necessary instructions to be followed. The bidder is fully responsible for the contents of its proposal and compliance with the tender requirements. The High Court may waive any non-conformity or omission that does not constitute a material deviation in a technically qualifying proposal.

1.18 UNDUE INFLUENCE

Any attempt by a bidder to influence the evaluation, comparison, or contract award decisions in any manner may lead to rejection of the proposal.

1.19 AMENDMENT OF BID DOCUMENTS

- a) At any time before the bid submission deadline, the Registrar General may modify the bid documents for any reason, either on their own initiative or in response to a bidder's request for clarification. Such modifications will be published only on the High Court website and the Government of Maharashtra e-tendering portal. No written communication of these amendments will be sent directly to bidders. Prospective bidders should regularly check these websites for corrigenda or addenda related to the tender.
- b) The High Court reserves the right to include or exclude any tender item and to modify eligibility criteria or the quantity of contractual cooks.
- c) **MODIFICATION AND WITHDRAWAL OF OFFERS :**

Bidders may modify their bids through the e-tendering system before the submission deadline. Withdrawal of bids will not be permitted. If the submission deadline is extended, modifications will be allowed until the new deadline, provided the bids have not been opened.

- d) In cases where the bidder undergoes amalgamation, merger, takeover, or hire-off to another entity, all obligations under the contract with the High Court will transfer to the new entity or resulting company.
- e) During the bid validity period, including any extension, if a bidder quotes or provides the same services to any other department or organization at a price lower than that offered to the High Court under similar terms, the bidder must immediately pass on the cost benefits to the High Court. Likewise, any reduction in government levies after bid finalization must be passed on, and any increase in levies will be borne by the High Court on a pro-rata basis, subject to prior agreement in the financial annexure.

- f) Bids found to contain false information will be cancelled and the earnest money deposit (EMD) forfeited. Bidders must provide a declaration to this effect, failing which their bids will not be considered.

1.20 OBJECTIVE/SCOPE

- a) The High Court of Judicature at Bombay invites a tender from a reputed Agency/Contractor for the selection of an Outsourcing Agency to provide **89 outsourced Cooks** to work at the residence of the Hon'ble Judges for the period of one year at the High Court of Bombay and its Benches at Nagpur and Aurangabad.
- b) The outsourced cooks provided by the selected agency will be engaged solely through the outsourcing agency and will **not be employees of the High Court**. The agency shall be responsible for all payments, statutory compliances, and management of the outsourced cooks.
- c) This is a full-time assignment and the outsourced cooks shall not take up any other assignments during the contract period.
- d) The scope includes providing 89 outsourced cooks who will perform duties as specified by the High Court at its locations in Bombay, Nagpur, and Aurangabad. The contract for providing these outsourced cooks will be for a period of 1 year.
- e) The number of posts, educational qualifications, experience, age limit, and indicative responsibilities of the outsourced cooks are detailed in **Annexure-3**.
- f) The tender and the rates quoted will be valid for 180 days from the date of opening.

1.21 GENERAL INSTRUCTIONS TO THE BIDDERS

- a) The cost of preparing a proposal, including any expenses related to technical presentations or visits to the High Court, will not be reimbursed. Any alterations or overwriting in the proposal must be authenticated by the initials of the authorized signatory. The successful bidder must ensure their establishment is located in India and Maharashtra, specifically at the location mentioned in this tender document, to provide services and support.

- b) Decisions made by the High Court during the evaluation of bids are final and binding on all bidders. Any representation against such decisions will not be entertained. In case the successful bidder is found to be in breach of any condition of the tender or supply order at any stage during the deployment of outsourced cooks, legal action will be taken as per applicable laws.
- c) Canvassing in any form will lead to disqualification of the bid. Any attempt to influence the High Court's decision-making process may result in disqualification and debarment from future tenders. In case of any loss or theft of Court property or records caused by the outsourced cooks provided by the bidder, the bidder will be held responsible.

1.22 IMPORTANT POINTS TO BE NOTED BY THE TENDERER

Relevant provisions of the following Government Resolutions will apply to the Tenderer/Agency/Contractor:

- a) Law & Judiciary Department, Government Resolution No. padani 2512/pra kra 157/ ka 12, dated 27/01/2015.
- b) Law & Judiciary Department, Government Resolution No. kantrati 2016/pra kra 194/12, dated 23/02/2017.
- c) Law & Judiciary Department, Government Resolution No. kantrati 2016/pra kra 194/12, dated 09/08/2017.

Notifications, directions, or guidelines issued by the Government from time to time shall also be applicable.

1.23 DEFINITIONS

- a) **Applicable Law:** Laws, enactments, and other instruments having the force of law in India, as issued from time to time.
- b) **Authority:** Authorized officer of the concerned Court/Court Receivers/Maharashtra Judicial Academy, Uttan (MJA), and Maharashtra State Legal Services Authority.
- c) **Bank:** All Nationalized and scheduled Indian Banks as per the Reserve Bank of India's current list.

- d) **Bidder:** Company or firm participating in the tender and submitting a proposal.
- e) **Contract:** Agreement between the Registrar General of the High Court and the Service Provider/Bidder, including all attachments and referenced documents.
- f) **Contract Price:** Price payable to the successful bidder for full performance under the contract.
- g) **Corrupt Practice:** Offering, giving, receiving, or soliciting anything of value to influence public officials in contract awarding or execution.
- h) **Court:** All Courts and Tribunals within the jurisdiction of the High Court.
- i) **High Court:** High Court of Judicature at Bombay and its Benches at Nagpur and Aurangabad, High Court of Bombay at Goa and High Court of Judicature at Bombay, Circuit Bench at Kolhapur.
- j) **In Writing:** Communication in written form with proof of receipt.
- k) **Intellectual Property Rights:** Patents, copyrights, trademarks, trade names, service marks, brands, proprietary information arising before or after contract execution.
- l) **Kick Off Meeting:** Meeting convened by the High Court to finalize work execution plans with the successful bidder.
- m) **Letter of Award:** Signed letter by the Registrar General awarding the work.
- n) **NIT:** Notice Inviting Tender, i.e., the Press Notification.
- o) **Outsourced Contractual Staff (OCS):** Manpower provided by the bidder pursuant to the High Court's work order.
- p) **Registrar General:** Registrar General of the High Court of Judicature at Bombay.
- q) **Successful Bidder:** Bidder who, after evaluation, receives the Letter of Award.

1.24 TENDER FEES

A non-refundable tender fee of Rs. 15,000/- (Fifteen Thousand Only) must be submitted online.

1.25 EARNEST MONEY DEPOSIT (EMD)

- a) Bidders are required to submit refundable EMD as per **Annexure -1: Earnest Money Deposit** by online or by uploading Bank Guarantee.
- b) 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).
- c) 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. 15/12/2025 before 02:00 pm (as mentioned in the **Annexure – 8**).
- d) 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.
- e) The Earnest Money Deposit will be returned as per procedure of e-tendering.
- f) 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.

1.25.1 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 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.

1.25.2 Forfeiture of EMD

The EMD will be forfeited under the following circumstances:

- a) If a Bidder withdraws its bid during the period of bid validity, Or
- b) If the Bidder fails to accept corrections of arithmetic errors identified by the High Court in the Bidder's bid (if any), Or
- c) If the Successful Bidder fails to accept the Letter of Award and /or execute an agreement within the stipulated time, Or
- d) If the Successful Bidder fails to furnish the Performance Guarantee within within the stipulated time.

1.26 ELIGIBLE BIDDER

Eligible bidders will be shortlisted during evaluation by the High Court.

1.27 ELIGIBILITY CRITERIA

Eligibility criteria are detailed in **Annexure-4** and documentary evidence must be enclosed with the bid. Documents must be clearly referenced and pages serially numbered. Bids missing required documents will be rejected. The High Court may seek clarifications on submitted documents.

1.28 TECHNICAL BID

Technical bids must be submitted online as per instructions. Documents listed under **Annexure-4** are mandatory. Non-compliance may lead to rejection.

1.29 FINANCIAL BID

Financial bids must be duly filled and signed in the prescribed format (spreadsheet and scanned pdf).

1.30 OPENING OF BIDS AND EVALUATION

Technical bids will be opened as per schedule, with financial bids opened only for technically qualified bidders on the later date as per procedure of e-tendering system of Government of Maharashtra. The Evaluation Committee's decisions are final. The High Court may waive minor irregularities and reserves the right to accept or reject any bid or annul the process without liability.

1.31 AWARD CRITERIA

- a) 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.
- b) Lowest bidder will be decided based on a unit price and/or aggregate price of the services, performance, etc.
- c) 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 MF.01B: The value given in **Annexure – 12 : MF01B** will be taken as the value for Annexure MF.01A.
 - (ii) When GTV has given in **Annexure – 11 : MF01A** is less than the GTV given in Annexure MF.01B: 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.
- d) 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.
- e) The High Court reserves the right to further negotiate the prices quoted by the L1 bidder.

- f) **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.
- g) 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.

1.32 PLACING OF LETTER OF AWARD/WORK ORDER

Objections to the Work Order must be reported within three working days; otherwise, acceptance is assumed. The bidder shall obtain necessary permits upon receipt.

1.33 SIGNING OF CONTRACT

The Registrar General will send a draft agreement. The successful bidder must execute and stamp the agreement (as per Maharashtra Stamp Act) within 15 days of the Letter of Award. The Registrar General has authority to sign contracts on behalf of the High Court. Until formal contract execution, the Notification/Letter of Award constitutes a binding contract.

1.34 CANCELLATION OF CONTRACT

The contract may be canceled if the bidder submits false documents, fails to adhere to guidelines, violates terms, engages in corrupt practices, or fails to disclose required information. The contract may terminate upon expiry, unsatisfactory service, unauthorized sub-letting, insolvency, or bidder's unwillingness to continue, with security forfeiture proportionate to the uncompleted period. The bidder must continue duties during the notice period. Other reasons as deemed fit by the High Court may also lead to cancellation.

1.35 TERMINATION BASED ON FUNDING

The contract is subject to availability of funds. In the event of paucity of such funds, the High Court reserves right to terminate or suspend the contract with 60 days' written notice without penalties. Payment will be made for services rendered up to termination.

1.36 PAYMENT PROCESS

- a) A pre-receipted bill and other relevant documents shall be submitted (three copies) to the Office of the Registrar (Personnel), High Court, Appellate Side, Bombay.
- b) An invoice shall contain the number of deployed contractual Cook under one Work Order only.
- c) Monthly payment will be made after successful deployment of contractual Cook.
- d) All payments shall be made in Indian Rupees subject to deduction of after statutory and contractual deductions including liquidated damages, if applicable.
- e) As far as possible, payment will be made within 60 days after submission of duly signed and stamped Invoice Bill
- f) No payment will be made for the contractual Cook who is deployed over and above the Work Order without obtaining prior permission of the High Court.

1.37 TERMS OF PAYMENT

- a) The consolidated remuneration payable to each outsourced cook, including the service charges payable to the Agency or Contractor, will be as per the rates prescribed and approved by the High Court in the respective Work Order.
- b) The Agency or Contractor shall submit monthly bills in triplicate on or before the 5th day of each month. These bills must include detailed charges and supporting documentation as required by the High Court.
- c) The Agency or Contractor is responsible for ensuring timely monthly disbursement of wages to the deployed cooks. Payment to the outsourced personnel must be made on or before the 5th of every month directly into their individual bank accounts.

- d) Proof of statutory payments made—such as challans or receipts for contributions deposited with the Regional Provident Fund Commissioner and Employees' State Insurance Corporation (ESIC)—must be submitted for the previous month along with the monthly invoice.
- e) Failure on the part of the Agency or Contractor to make timely salary payments to the deployed cooks, or receipt of any complaints regarding non-payment, shall attract a penalty of ₹5,000 per day. This amount shall be deducted from the security deposit held by the High Court.

1.38 TERMS AND CONDITIONS FOR AGENCY/CONTRACTOR PROVIDING COOKS THROUGH OUTSOURCING

- a) The deployed cooks shall have passed at least the **7th Standard** examination and be proficient in at least two languages: **Hindi and Marathi**. They shall be between **22 and 45 years** of age and physically and mentally fit. Nobody shall have any contagious diseases.
- b) The cooks must possess practical knowledge and experience of at least two years in preparation of both **vegetarian** and **non-vegetarian** food.
- c) The Agency/Contractor shall provide the required number of contractual cooks immediately from the date of commencement of the contract. Failure to comply or deficiencies in service shall attract a penalty of Rs. 500/- per day per manpower, forfeiture of the security deposit, and legal proceedings.
- d) Prior to deployment, the Agency/Contractor shall ensure that each cook has undergone **police and medical verification**.
- e) Working hours shall be from **6:00 a.m. to 10:00 p.m.**, with suitable breaks as approved by the concerned Hon'ble Judge, **without weekly off or public holidays**, so the Agency/Contractor shall ensure that no cook is absent on any day for any reason. In case of weekly off or leave of any deployed Cook, a suitable substitute must be arranged promptly to ensure uninterrupted service. Failure to do so may attract penalty as prescribed in Clause 3.

- f) The Agency/Contractor shall preferably provide **one and the same Cook at the residence** of the concerned Hon'ble Judge so that bonding will be developed in between the concerned Hon'ble Judge and the Cook.
- g) Deployed cooks shall not accept or engage in any other employment, private work, or external assignments during their engagement with the High Court. They shall maintain the highest standards of hygiene, discipline, confidentiality, and professionalism.
- h) Any misconduct, negligence, or violation of instructions by any of the deployed cooks may lead to immediate removal and action against the Agency.
- i) Each deployed cook must be issued a **Photo Identity Card** by the Agency/Contractor, to be worn visibly during duty hours. The deployed cooks shall be smartly dressed in proper uniform. The identity card does not confer to the deployed cooks any right or employment claim with the High Court.
- j) The contract is purely temporary. Deployed cooks shall have **no claim to regular appointment or benefits** extended to permanent High Court employees.
- k) Contract extension shall be at the discretion of the High Court based on satisfactory performance.
- l) If any deployed cook causes damage or loss to the property at the residence of the Hon'ble Judge, the Agency/Contractor shall compensate the same or the cost shall be recovered from the payments due or the performance guarantee amount.
- m) Upon termination or expiry of the contract, the deployed cook shall return all items belonging to the household and cease association.
- n) The Agency/Contractor shall replace any deployed cook found unacceptable by the High Court for reasons including security risks, incompetence, conflict of interest or improper conduct within one day upon written notice.

- o) The Agency/Contractor shall be responsible for any injury, accident, or loss to the deployed cook during duty. Adequate insurance must be provided. The High Court is not liable for such claims.
- p) Any damage, loss, or theft caused by any deployed cook shall be recoverable from payments due to the Agency/Contractor.
- q) The Agency/Contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, salary and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to the deployed cooks and abide by the provisions of various labour legislations.
- r) Salary payments shall be credited by the Agency/Contractor to individual bank accounts of the deployed cook by the 5th of each month, regardless of whether the High Court has released payment to the Agency/Contractor. Salary payable shall be in accordance with the provisions of the Minimum Wages Act 1948.
- s) Daily **attendance** must be marked as per the mechanism adopted by the Registry or at the Hon'ble Judge's residence, as advised. Proper maintainance of attendance will be ensured by the Agency/Contractor and supervised by the High Court Registry.
- t) The work of the deployed Cooks shall be monitored by Assistant Registrar (Finance & Budget), High Court, Appellate Side, Bombay. The monthly payment shall be released to the Agency/Contractor only after the said Assistant Registrar (Finance & Budget) certifies that, the work of all deployed Cooks is satisfactory based on report received from Secretarial Staff attached to the concerned Hon'ble Judge.

1.39 LEGAL COMPLIANCE

- a) 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.
- b) 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.

- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

- i) 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
- j) 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.
- k) 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.

1.40 SCHEDULE OF EVENTS

The following is the tentative schedule of key events for the tender process related to **outsourcing 89 cooks** to work at the residences of Hon'ble Judges of the Bombay High Court:

| Sr. No. | Event | Date & Time |
|---------|--|---|
| 1 | Pre-Bid Meeting (through video conferencing) | 06/12/2025 at 11:30 AM |
| 2 | Last Date and Time for Submission of Proposals | 12/12/2025 at 12:00 NOON |
| 3 | Opening of Technical Bids at Bombay High Court | 15/12/2025 at 02:00 PM |
| 4 | Opening of Financial Bids (for technically qualified bidders only) | Date & time will be intimated separately to shortlisted bidders |

SECTION II

2. GENERAL CONDITIONS OF THE CONTRACT (GCC)

2.1 SPECIFICATIONS

All services and deliverables under this contract must strictly conform to the technical specifications outlined in the tender document. The cooks deployed must fulfill the qualification and experience criteria prescribed and perform their duties in accordance with the instructions provided by the designated authority.

2.2 PERFORMANCE GUARANTEE

- a) 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 3% 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 3% of the Contract value in Indian Rupees.
- b) The Performance Guarantee shall be as per the format approved by the “Registrar General” (**Annexure -15**).
- c) 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
- d) The Bank Guarantee shall provide for payment upon first demand, without demur or protest.
- e) 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.
- f) 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.

- g) In case the successful bidder is found in breach of any condition of Tender, at any stage during the contract period of deployment of Cook, the legal action as per Rules/Laws will be taken.

2.3 RIGHTS OF THE REGISTRAR GENERAL, HIGH COURT

The Registrar General reserves the absolute right to accept or reject any bid, to modify the scope of work, or to annul the entire tender process at any stage prior to awarding the contract, without assigning any reason and without incurring any liability towards the bidders.

2.4 FORCE MAJEURE

- a) Neither the High Court nor the Agency/Contractor shall be held responsible for any delay or failure in fulfilling contractual obligations due to force majeure events beyond their control. These include but are not limited to natural disasters, war, strikes, civil disturbances, or government-imposed restrictions. However, changes in tax laws or statutory obligations will not be considered force majeure.
- b) In the event of a force majeure situation, the Agency/Contractor must notify the Registrar General in writing within 72 hours of the occurrence. The Agency/Contractor shall continue to perform the contract obligations to the extent possible and shall make reasonable efforts to find alternative means to fulfil the contract.

2.5 TERMINATION

The contract will stand automatically terminated upon completion of its term, unless extended by the High Court under the agreed conditions. The High Court also reserves the right to terminate the contract in the event of prolonged force majeure (beyond 30 days), insolvency of the Agency/Contractor, or any breach of contractual obligations. In cases of breach, a written notice will be issued, and if the breach is not rectified within the specified period, the contract will be terminated. The Agency/Contractor will be required to return all data, materials, and property belonging to the High Court.

Additionally, the High Court retains the right to terminate the contract at any time without assigning reasons. In such cases, payment shall be made only for services rendered up to the date of termination.

2.6 ARBITRATION

In the event of any dispute, difference, or claim arising out of or relating to this contract, both parties shall attempt to resolve it through mutual discussion and conciliation. If a resolution is not achieved, the matter shall be referred to a sole arbitrator appointed by mutual consent. If mutual consent is not reached within thirty days of a written request, the arbitrator shall be appointed by the High Court. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, and the decision of the arbitrator shall be final and binding on both parties.

2.7 GOVERNING LAWS AND JURISDICTION

This contract shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or related to this contract shall fall under the exclusive jurisdiction of the competent courts in Mumbai.

Sd/-

Registrar General
High Court of Bombay

Date : 24th November, 2025

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

| Sr. No. | Component | EMD in Rs. | Turnover in Rs. | Value of similar Project in Rs |
|---------|------------------|------------|-----------------|--------------------------------|
| 1. | Contractual Cook | 8,01,000/- | 80,10,000/- | 1,33,50,000/- |

Annexure – 2

Summary

| Sr. No. | Item Name | Item Value |
|---------|--------------------------|---|
| 1 | Tender No. | RC 1510/2025/(COOK)/6194 |
| 2 | Title | Tender document for “The selection of Outsourcing Agency/Contractor to provide 89 Cooks for the period of one year at the High Court of Bombay and it's Benches at Nagpur and Aurangabad” (Bombay-49, Nagpur-18 and Aurangabad-22). |
| 3 | Tender Fee | Rs.15,000/- (Rupees Fifteen Thousand Only) |
| 4 | Number of packets in bid | Two |
| 5 | Contact Address | The Registrar Personnel, High Court, Bombay, New Mantralaya Building, Gopaldas Tejpal Hospital premises Mumbai – 400 032. Telephone No.- 022-22670771 e-mail Id- - rgestt-bhc@nic.in |

Annexure - 3

Details of Cook requirement

| Sr. No. | Particulars | Criteria |
|---------|----------------------|---|
| 1 | Post | Cook (Outsourcing) |
| 2 | Eligibility Criteria | <p>Candidate should have passed at least 7th std. examination and be proficient in at least two languages: Hindi and Marathi. Age should be between 22 and 45 years. He/she should be physically and mentally fit and does not have any contagious diseases.</p> <p>Must possess practical knowledge and experience of at least two years in preparation of both vegetarian and non-vegetarian food.</p> |
| 3 | Period of Contract | One year |
| 4 | Nature of work/Duty | <p>-Cooking breakfast, lunch, evening snacks, and dinner as per the preference and dietary requirements of the Hon'ble Judges and their families.</p> <ul style="list-style-type: none"> - Maintaining strict hygiene and cleanliness in the kitchen and surrounding areas. - Ensuring no wastage of food or water. - Washing utensils and maintaining kitchen equipment. - Organizing kitchen supplies and groceries responsibly. - Following kitchen etiquette and discipline. - Maintaining confidentiality and not disclosing any personal or official information which comes to his/her knowledge. - Being punctual, alert, and cooperative with household staff |

| Sr. No. | Particulars | Criteria |
|---------|----------------------------------|--|
| | | <ul style="list-style-type: none"> - Must not leave without prior intimation and must seek approval in case of absence. |
| 5 | Working hours | <p>Working hours shall be from 6:00 a.m. to 10:00 p.m., with suitable breaks as approved by the concerned Hon'ble Judge, without weekly off or public holidays, so the agency shall ensure that no cook is absent on any day for any reason. In case of weekly off or leave of any deployed Cook, a suitable substitute must be arranged promptly to ensure uninterrupted service.</p> |
| 6 | Disqualification for appointment | <p>No person shall be eligible for appointment as a contractual Cook :-</p> <ul style="list-style-type: none"> (a) if he/she is not a citizen of India; (b) if he has been convicted of an offense 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 (c) if he/she has more than one living spouse. |
| 7 | Termination | <ul style="list-style-type: none"> - The contractual services may be terminated by the High Court or Appointing Authority at any time, without assigning any reason. - Automatic termination will take place at the end of the contract period unless extended. - Misconduct, violation of instructions, or breach of confidentiality shall lead to immediate termination. |

Annexure – 4

Eligibility Criteria (For Bidder)

| 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 Cook for the similar job in Central Government/State Government/Central Autonomous Body / Government undertaking etc. | <p>*Self Certification for the successfully completed similar work for providing manpower from 2020 to 2025 (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 bidder's average annual financial turnover during Financial years 2022-2023, 2023-24 and 2024-25 from the contractual Cook provided by the Agency/Contractor as on date of submission of tender should not be less than the | <p>*To be supported by authentic documentary evidence (Annexure – 7 – Bidder's Annual Turnover). (The turnover refers to the company responding to this Tender and not the composite turnover of its</p> | |

| | | | |
|---|---|---|--|
| | amount mentioned in Annexure 1 : Turnover | subsidiaries/sister concerns/techno-commercial collaborators etc.) (quote value in Rs. Lakhs) | |
| 3 | A copy GST Registration No., PAN number of the Bidder allotted by the Income Tax authorities should be submitted. | GST Registration No. PAN No. | |
| 4 | *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. | |
| 5 | The bidder must not be blacklisted by the Central/State Government, Corporations or Government Undertakings. | Declaration from the bidder | |
| 6 | 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 | |
| 7 | The bidder shall submit certified copy of Professional Tax Certificate. | Enclose valid certificate | |
| 8 | Bidder shall submit certified copy of Registration Certificate under Employees Provident fund. | Enclose valid certificate | |

| | | | |
|----|--|---|--|
| 9 | Bidder shall submit certified copy of Registration Certificate under Employees State Insurance Act. | Enclose valid certificate | |
| 10 | Bidder should have cleared EPF/ESI challans till June-2025 | Enclose valid challan | |
| 11 | Bidder should submit ESI, EPF, Min wages compliance | A compliance undertaking along with valid certificates to be enclosed | |
| 12 | Bidder shall submit certified copy of License obtained from Labour Commissioner to Employ Contract Labour under Contract Labour Act. | Enclose valid certificate | |
| 13 | 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, the undersigned, hereby declare that I/We have thoroughly examined the job profile and nature of duties to be performed by the contractual Cook, and have acquainted myself/ourselves with the scope of work, local working conditions, service requirements, and other relevant factors related to the execution of the contract. Based on this understanding, I/We have quoted the rates in the financial bid.

I/We also confirm that I/We have carefully read and understood the specifications, standards, and service levels required for providing skilled Cook(s) under this contract. I/We hereby undertake to deploy competent, experienced, and well-trained Cooks who meet the eligibility and performance criteria specified by the Hon'ble High Court, and to ensure compliance with all applicable statutory obligations throughout the duration of the contract.

I/We further declare that the tender submitted by me/us is **unconditional** and does not contain any deviation, variation, or assumptions of any kind.

I/We agree that if any information furnished in this declaration is found to be false or misleading, the Hon'ble High Court shall be at liberty to reject our bid or terminate the contract, without prejudice to any other legal remedies available.

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 contractual Cook 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.: RC 1510/2025/(COOK)/6194

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 2022-2023, 2023-2024 and 2024-2025 from the business of providing Cook on contractual basis is as follows :-

| Sr. No. | Year | Annual Turn Over (in lakhs) | Annual Turnover from the business of providing skilled Cook on contractual basis (in lakhs) |
|---------|-----------|------------------------------|--|
| 1 | 2022-2023 | | |
| 2 | 2023-2024 | | |
| 3 | 2024-2025 | | |

Yours Sincerely,

(Signature and stamp)

Name of Chartered Accountant

Annexure – 8

Time Schedule

| SN | Tender Reference | <u>RC 1510/2025/(COOK)/6194</u> |
|-----------|--|---|
| 1 | Date of Publication | 29/11/2025 at 11.30 a.m. |
| 2 | Pre-Bid Meeting | 06/12/2025 at 11.30 a.m. |
| 3 | Last date and time for submission of Tender Offers. | 12/12/2025 at 12.00 noon |
| 4 | Time and Date of opening of Tender Offers | 15/12/2025 at 02.00 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. | 15/12/2025 before 02.00 p.m. |
| 7 | Address for communication | The Registrar (Personnel), High Court, Appellate Side, Bombay, Chamber No. 504, 5 th Floor, New Mantralaya Building, G.T. Hospital Complex, Lokmanya Tilak Marg, Mumbai – 400 001. |
| 8 | Contact Telephone No. and email address. | 022-22670771 rgestt-bhc@nic.in |

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

Annexure – 9

Support (Available with Bidder)

Bidders must have service support in the form of manpower at respective site.

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

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**MF.01A****Tender Notice No. RC 1510/2025/(COOK)/6194**

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 MF.01A must match the Grand Total Value given in Annexure MF.01B.

Date :- Authorized Signatory

Name :-

Place SEAL

Annexure – 12

MF.01B

Tender Notice No. RC 1510/2025/(COOK)/6194

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 contractual Cook including Services charges of Agency/Contractor (in Rs.) | GST (in Rs.) | Per person fee/remuneration for per month for contractual Cook including Services charges of Agency/Contractor including GST (in Rs.) | Indicative Quantify for determining the L1 bidder/rates only. | Total fee/remuneration per month for contractual Cook including Services charges of Agency/Contractor including GST (in Rs.) | Total fee/remuneration for 12 months for contractual Cook including Services charges of Agency/Contractor including GST (in Rs.) |
|---------------------------------------|------------------|---|--------------|---|---|--|--|
| 1 | 2 | 3 | 4 | 5=3 + 4 | 6 | 7=5 x 6 | 8= 7 x 12 months |
| 1 | Cook | | | | 89 | | |
| GRAND TOTAL VALUE (GTV) in Rs. | | | | | | X | |

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 - Online Earnest Money Deposit OR a valid MSME registration certificate. | .PDF |
| 2. | Technical Bid | <p>* Authorization to sign on behalf of the bidder by HR/Legal department.</p> <p>The requirements as mentioned in the Annexure – 4 : - Eligibility Criteria along with similar documents.</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>* Service support in the form of manpower as per format Annexure – 9 and escalation matrix for sales & 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> | .PDF |

| | | | |
|--|--|--|--|
| | | <ul style="list-style-type: none"> * 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). * Valid certificates of Professional Tax, Employees Provident Fund, Employees State Insurance, Labour Registration. * Valid Challan for cleared EPF/ESI. * Undertaking for Compliance of ESI, EPF, Min wages. * Certificate from HR & list of resources with their email ID. * Declaration of the contractor. | |
|--|--|--|--|

Envelope-2

| Sr. No. | Documents | Content | File Types |
|---------|------------------------|--|---------------------------------|
| 1. | Financial Bid (GTV) | Gross Total Value Financial bid as per Annexure – 11 : MF01A | .PDF |
| 2. | Detailed Financial Bid | Detailed Financial Bid for additional item as per Annexure – 12 : MF01B | .RAR Containing .PDF, xls |

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 | For- EMD: | | |
| For- Technical Bid | | | |
| 2 | Information and documents as per Annexure-4 : Eligibility Criteria | | |
| 3 | Information as per Annexure 9 : Support | | |
| 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 | | | |
| For – Main Financial Bid | | | |
| 5 | Financial bid as per Annexure - 11 : MF01A | | |
| For - Detailed Financial Bid | | | |
| 6 | Financial bid as per Annexure - 12 : MF01B | | |

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 Cook for 1 year as per Tender No. RC 1510/2025/(COOK)/6194 dated 25/11/2025 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 _____ Two Thousand Twenty Five, between _____ (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 supply of 89 No. of Contractual Cook to work at the residence of Hon'ble Judges for the period of 1 year at the High Court of Bombay and it's Benches at Nagpur and Aurangabad (Bombay-49, Nagpur-18, Aurangabad-22) made available on <https://mahatender.gov.in> portal through online process Tender Notice No. RC 1510/2025/(COOK)/6194, dated 25/11/2025.

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 **1 year** 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 terms of _____(the Party of the Second Part) for lump sum amount of Rs.____/- (Rupees _____) including Goods and Service Tax (GST) for the period of 1 year 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 **1 year starting from _____ to____** on the terms and conditions mentioned herein below in the body of the Agreement.

[A] 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.--- -----; Work Order No-----"/2025, 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 Party of the Second Part shall pay 3% 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) 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.
- 4) The Party of the Second shall pay all the applicable taxes to the relevant authorities and shall be solely responsible for the same.
- 5) This agreement shall be enforceable by Law.
- 6) The Registration, Stamp Duty and other incidental charges/fees for Registration for this agreement shall be paid by the Party of the Second Part.
- 7) That the Party of the Second Part undertakes to abide by the following Terms and Conditions during the period of Contract.

[B] TERMS AND CONDITIONS FOR PARTY OF THE SECOND PART :-

- 1) The Party of the Second Part shall ensure that, all deployed cooks shall have passed at least the **7th Standard** examination and be proficient in at least two languages: **Hindi and Marathi**. They shall be between **22 and 45 years** of age and physically and mentally fit. Nobody shall have any contagious diseases.
- 2) The Party of the Second Part shall ensure that, cooks must possess practical knowledge and experience of at least two years in preparation of both **vegetarian** and **non-vegetarian** food.
- 3) The Party of the Second Part shall provide the required number of contractual cooks immediately from the date of commencement of the contract. Failure to comply or deficiencies in service shall attract a penalty of Rs. 500/- per day per manpower, forfeiture of the security deposit, and legal proceedings.
- 4) Prior to deployment, the Party of the Second Part shall ensure that each cook has undergone **police and medical verification**.
- 5) Working hours shall be from **6:00 a.m. to 10:00 p.m.**, with suitable breaks as approved by the concerned Hon'ble Judge, **without weekly off or public holidays**, so the Party of the Second Part shall ensure that no cook is absent on any day for any reason. In case of weekly off or leave of any deployed Cook, a suitable substitute must be arranged promptly to ensure uninterrupted service. Failure to do so may attract penalty as prescribed in Clause (B)3.
- 6) The Party of the Second Part shall preferably provide **one and the same Cook at the residence** of the concerned Hon'ble Judge so that bonding will be developed in between the concerned Hon'ble Judge and the Cook.
- 7) The Party of the Second Part shall ensure that, deployed cooks shall not accept or engage in any other employment, private work, or external assignments during their engagement with the High Court. They shall maintain the highest standards of hygiene, discipline, confidentiality, and professionalism.
- 8) Any misconduct, negligence, or violation of instructions by any of the deployed cooks may lead to immediate removal and action against the Party of the Second Part.

- 9) Each deployed cook must be issued a **Photo Identity Card** by the Party of the Second Part, to be worn visibly during duty hours. The deployed cooks shall be smartly dressed in proper uniform. The identity card does not confer to the deployed cooks any right or employment claim with the High Court.
- 10) The contract is purely temporary. Deployed cooks shall have **no claim to regular appointment or benefits** extended to permanent High Court employees.
- 11) Contract extension shall be at the discretion of the High Court based on satisfactory performance.
- 12) If any deployed cook causes damage or loss to the property at the residence of the Hon'ble Judge, the Party of the Second Part shall compensate the same or the cost shall be recovered from the payments due or the performance guarantee amount.
- 13) Upon termination or expiry of the contract, the deployed cook shall return all items belonging to the household and cease association.
- 14) The Party of the Second Part shall replace any deployed cook found unacceptable by the High Court for reasons including security risks, incompetence, conflict of interest or improper conduct within one day upon written notice.
- 15) The Party of the Second Part shall be responsible for any injury, accident, or loss to the deployed cook during duty. Adequate insurance must be provided. The High Court is not liable for such claims.
- 16) Any damage, loss, or theft caused by any deployed cook shall be recoverable from payments due to the Party of the Second Part.
- 17) The Party of the Second Part shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, salary and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to the deployed cooks and abide by the provisions of various labour legislations.
- 18) Salary payments shall be credited by the Party of the Second Part to individual bank accounts of the deployed cook by the 5th of each month, regardless of whether the High Court has released payment to the Party of the Second Part. Salary payable shall be in accordance with the provisions of the Minimum Wages Act 1948.

- 19) Daily **attendance** must be marked as per the mechanism adopted by the Registry or at the Hon'ble Judge's residence, as advised. Proper maintainance of attendance will be ensured by the Party of the Second Part and supervised by the High Court Registry.
- 20) The work of the deployed Cooks shall be monitored by Assistant Registrar (Finance & Budget), High Court, Appellate Side, Bombay. The monthly payment shall be released to the Party of the Second Part only after the said Assistant Registrar (Finance & Budget) certifies that, the work of all deployed Cooks is satisfactory based on report received from Secretarial Staff attached to the concerned Hon'ble Judge.
- 21) The Party of the Second Part may terminate this contract by giving one month's prior written notice.

[C] DISPUTE AND RESOLUTION :-

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 _____ 2025 for the deployment of 89 No. of Contractual Cook to work at the residence of Hon’ble Judges for the period of 1 year at the Bombay High Court and it’s Benches at Nagpur and Aurangabad (Bombay - 49, Nagpur - 18 & Aurangabad - 22).

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 _____

(Signature & Seal of the Bank Authority)

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

Annexure – 18

List of locations Cook are to be provided

| Sr. No. | Name of the Judicial District | Name of Court Establishment | No. of Cooks |
|---------|-------------------------------|---|--------------|
| 1 | Bombay | Residence of the Hon'ble Judges sitting at the Principal Seat at Bombay | 49 |
| 2 | Nagpur | Residence of the Hon'ble Judges sitting at the High Court of Judicature at Bombay, Bench at Nagpur | 18 |
| 3 | Aurangabad | Residence of the Hon'ble Judges sitting at the High Court of Judicature at Bombay, Bench at Aurangabad. | 22 |
| Total | | | 89 |

Pre-bid Meeting

The queries should necessarily be submitted in the following format:

| Tender No. xxxxxxxx | | | | | |
|--|---------------------------|------------------------|-------------------------|--------------------------------|-----------------------------|
| <i>Tender subject : The selection of Outsourcing Agency/Contractor to provide contractual Cook</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