

**HIGH COURT OF BOMBAY BENCH AT NAGPUR**

**Tender No: BOM HC/NAG/Housekeeping Services/2338/2025**

**Outsourcing of Mechanized and Manual Housekeeping Services**

**I N D E X**

| <b>PARTS</b> | <b>SUBJECTS</b>   | <b>PAGES</b> |
|--------------|---|--------------|
| Part-I       | General/ Scope of work/Schedule/<br>Accompanying documents tender notice  | 2 - 5        |
| Part-II      | Eligibility Criteria  | 6 - 9        |
| Part-III     | Qualification of the bidder   | 9 -10        |
| Part-IV      | Tender EMD Fee Etc /Instruction for<br>online bid submission  | 10 - 12      |
| Part-V       | Descriptions  | 13 - 14      |
| Part-VI      | Duration of Contract /Timings /Payment<br>Schedule and Terms/Manpower/Material/<br>Machinery / Performance bank guarantee | 15 - 22      |
| Part-VII     | General Terms and Conditions/<br>General<br>Security Restrictions   | 23 - 30      |
| Part-VIII    | Bid Submission  | 31 - 34      |
| Part-IX      | Forfeiture of EMD/General Grounds for<br>rejection of tender/Acceptance and<br>Rejection of Tender                        | 34 - 37      |
| Part-X       | Penalty / Dispute Resolutions / Termination<br>of Contract/ Legal jurisdictions   | 37 - 40      |
| Part-XI      | Annexures   | 41 - 67      |

## **INSTRUCTIONS TO BIDDERS**

### **- PART-I -**

#### **1. GENERAL**

The Registry of Bombay High Court, Bench at Nagpur, invites e- Tenders in two-part bidding system [Technical Bid & Financial Bid] from Reputed and Experienced Agencies for Outsourcing the work of Mechanized and Manual Housekeeping Services for High Court Building and its premises and official residential bungalows of the Hon'ble Judges, the judicial Officers of the Registry and its premises at Civil Lines, Nagpur and Court Keeper's Quarter in the High Court premises, for the period of two years, from execution of the contract. from the bidders who are eligible as per Categories/ Specifications and/or Quantities detailed in the Schedules/ Specifications [Annexure "A2 to A5"] attached herewith. In the tender document the words 'Such Work' have been used to mean the work of Outsourcing of Mechanized and Manual Housekeeping Services.

#### **2. SCOPE OF WORK**

The Service Provider shall provide the sanitation and housekeeping services and shall ensure hygienic atmosphere and clean environment in the aforesaid premises. Such premises and services shall include:

2.1 All the covered area including all rooms, corridors, stair-cases, associated bathrooms and toilets of Premises on all floors and open areas including roads, lawns, paved areas and terrace including overhead water tanks. Cleaning of floor areas, facade vertical finishes (walls), Roof and False ceilings, Glass areas, doors and attached fixtures, windows with attached fixtures and frames, Rolling shutters, railings, mirrors, aluminum grills, pillars, curtains, blinds, slabs, cabinets, almirah with attached fixtures, etc.

2.2 Sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, room fresheners, air pockets, flush matics, toilet papers etc. to maintain hygienic atmosphere.

2.3 In case of implementation of Covid like safety protocol replenishment of appropriate Hand Sanitizer Dispensing Machines installed at various locations in the premises.

2.4 Cleaning and maintenance of all the drains within the compound of the Premises.

2.5 Supply of suitable size and adequate numbers of dustbins with garbage bags, cleaning of dustbins and removal disposal of collected garbage to an approved location, clearance of segregated bio-degradable and non-degradable waste as per the prescribed norms for disposal.

2.6 Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switchboards, etc. with dusting or wet mopping or vacuum cleaning or by any other mode, as may be necessary.

2.7 Cleaning of all miscellaneous equipments as available or provided from time to time.

2.8 Deep cleaning of the entire premises in the morning.

(The specifications and details of work to be carried during the contract period in respect of housekeeping services for buildings, residential bungalows along with its premises are enclosed at Annexure A2 to A6, herewith.)

The aforesaid scope of work is not exhaustive but inclusive.

### 3. TIME-SCHEDULE OF TENDER PROCESS:

|  |   |
|--|---|
| Tender Reference   | Tender No: BOM HC / NAG /<br>Housekeeping Services / / 2025   |
| Date of Publication  | 02/05/2025  |
| Site Inspection  | In between 03/05/2025 to 09/05/2025<br>during Office Hours on all working days,<br>i.e., from 10.00 a.m. to 4.00 p.m. |
| Pre-Bid Meeting  | 08/05/2025 at 03.00 p.m.  |
| Last date and time to make<br>offer/bid.   | 15/05/2025 till 3.00 pm   |
| Time and Date of opening of<br>Technical bid/Offers.   | 16/05/2025 at 3.00 p.m.   |
| Place of Pre-Bid Meeting   | Office of The Registrar (Administration),<br>High Court of Bombay, Nagpur Bench,<br>Nagpur.                           |
| Bid/offer should be addressed to   | The Registrar (Administration), High<br>Court of Bombay, Nagpur Bench,<br>Nagpur.                                     |
| Address for Communication  | The Registrar (Administrations, High<br>Court of Bombay, Nagpur Bench, Civil<br>Lines, Nagpur.                        |
| Contact Telephone Nos.   | 0712 — 2562892 / 2560399  |
| E-mail address   | hcnag.mah@nic.in  |
| <b>Note :-</b> This office vide Tender Notice No. BOM HC/NAG/Housekeeping Services /1982/ /2025,dated 09.04.02025 had published e-tender. The bidders who have participated in this tender are exempted from Pre-Bid meeting and site inspection. The Site Visit Certificate already issued by this office can be uploaded by the bidders who participated in aforesaid tender dated 09.04.2025. |   |

[The Bidders to note that it is highly important that all activities like buying of forms/downloading/filling of bids/inclusion of bids should be completed within the stipulated time according to the time table as mentioned above. The bidders are requested to avoid last hour rush in filling their bids. No Bid will be accepted after the expiry of the above-mentioned time schedule]

#### **4. DOCUMENTS ACCOMPANYING NOTICE INVITING TENDER :**

4.1 This Tender Document has been prepared for Outsourcing of Mechanized and Manual Housekeeping Services. This is accompanied by : -

|      |              |   |
|------|--------------|---|
| i    | Form-1       | Proforma for work experience of service provider.                                     |
| ii   | Form-2       | Proforma for information about immediately available machine, equipment etc.          |
| iii  | Annexure-A:  | Tentative list of materials   |
| iv   | Annexure-A1: | Tentative list of sanitary and other materials  |
| v    | Annexures :  | (iii) A2; A3; A4; A5 & A6: Details of the work to be carried by the Service Provider. |
| vi   | Annexure-B   | Tender Form   |
| vii  | Annexure-C:  | Undertaking and Declaration to be given by Service Provider                           |
| viii | Annexure-D:  | Performance Bank Guarantee Form   |
| ix   | Annexure-E:  | Form of Agreement   |

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**

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 having valid registration 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 the aggregate value of all such works successfully completed during the last five years shall not be less than 4 Crores inclusive of GST, 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:** The bidder must have annual average turnover of Rs. 2,00,00,000/- (Rupees Two Crores Only). The Balance-Sheets and Certificates of Chartered Accountant for the last three financial years be annexed.

**5.4 Other Essential Eligibility Criteria :-**

| <b>Sr. No.</b> | <b>Eligibility Criteria for Applicant/Bidders/Individual Firm/Company, etc</b>                          | <b>Documentary Proof to be attached</b>                      |
|----------------|---|--|
| 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 |

| <b>Sr. No.</b> | <b>Eligibility Criteria for Applicant/Bidders/Individual Firm/Company, etc</b>  | <b>Documentary Proof to be attached</b>   |
|----------------|---|---|
| 2.             | The Bidder must be registered under the Employees' State Insurance Act, 1948.   | ESIC Certificate  |
| 3.             | The Bidder should have valid GST and Income Tax Registration.   | The copy GST registration /Service Tax Certificate and PAN card.  |
| 4.             | The bidder should have Income Tax Returns for last three financial years & copy of GST Quarterly Reports for financial year ending on 31st Mar. 2025. | Copies of Income Tax Returns downloaded from the website of I.T. Dept. & copy GST Quarterly Reports for financial year ending on 31st Mar. 2025.  |
| 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 receipts generated on such payment.  |
| 7.             | The Bidder must have necessary machinery/ equipments/tools etc.   | Such Particulars be given in Form No. II, annexed herewith.   |
| 8.             | Financial Capacity  | Balance-Sheet supported by Chartered Accountants Certificate.   |
| 9              | Experience  | Minimum three years and the aggregate value of all such works successfully completed during the last five years shall not be less than 4 Crores inclusive of GST.   |
| 10.            | Site Visit  | Site Visit Certificate issued by our office be uploaded while submitting online bid   |
| 11.            | Bidders must be registered under relevant Laws.   | Sole Proprietorship /Partnership Firm /Limited Liability Partnership / Company / Joint venture to submit certificate of Shop and Establishment / Registration of Firm /Partnership Deed /Certificate of Incorporation / Memorandum of |

| <b>Sr. No.</b> | <b>Eligibility Criteria for Applicant/Bidders/Individual Firm/Company, etc</b> | <b>Documentary Proof to be attached</b>                            |
|----------------|--|--|
|                |  | Association/ Articals of Association /Joint Venture Agreement,etc. |

**5.5 Essential Undertakings/ Declaration for Eligibility :**

5.5.1. 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.

5.5.2. That the Bidder will abide the guidelines issued or to be issued by the Health Ministry time to time for Covid-19/ similar other variants.

5.5.3. That the Bidder has taken site inspection of all the premises for which bid is sought and got himself/ herself/itself satisfied about the required number of workers/machines/tools and quantities of materials that may require during next two years while executing the Contract.

5.5.4 Where the Bidder is party to any legal proceedings of Criminal nature or pertaining to violation of Labour Welfare Legislation, the details of such proceedings on separate sheet of papers, as to the Reliefs Claimed /Name of the Court or adjudicatory authority/ Name and address of other party/parties in such proceeding be given. If in any such disposed of proceedings the bidder is indicted, then similar particulars of such proceedings shall also be given.

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



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

**5.6 OTHER ELIGIBILITY CRITERIA:-**

5.6.1 The Bidder shall have his own Establishment/setup/mechanism/ Training institute or should have tie-up with such training institute, to train his personnel for mechanized and manual housekeeping services at his own cost, to ensure the best services and proper discharge of his liabilities and responsibilities under the contract.

5.6.2 The Bidder should have requisite number of trained staffs/workers to execute mechanized and manual housekeeping services on daily basis on all the premises simultaneously, as mentioned in the present tender document. Such staffs/workers must be trained in using equipment and latest technologies being used in the mechanized and manual housekeeping services and related function.

5.6.3 Apart from others, for following reasons bidder will be held unfit for technical or financial bid as the case may be:

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

**- PART-III -**

**6. QUALIFICATION OF THE BIDDERS:-**

6.1 Only those bidders who possess the Eligibility Criteria should submit their offers/ bids.

6.2 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.

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

**- PART-IV**

**7. Tender Fee/EMD/Security Deposit :-**

| <b>Tender Fee</b>                                       | <b>EMD</b>                            | <b>Security Deposit</b>     |
|---|---------------------------------------|-----------------------------|
| Rs. 30,000/—<br>(Non-refundable)<br>through online mode | Rs. 3,00,000/-<br>through online mode | 3% of the contract<br>value |

**8. INSTRUCTIONS FOR ONLINE BID SUBMISSION :**

8.1 The High Court of Bombay, Bench at Nagpur invites bids by e-Tender for Outsourcing the work of Mechanized and Manual Housekeeping Services for High Court Building and its premises and official residential bungalows of Hon'ble Judges, Judicial Officers and its premises at Civil Lines, Nagpur and Court Keeper Quarter in the High Court premises, for the period of two years, from execution of the contract. 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 covers namely “Technical Cover” and “financial Cover” 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> )

8.2 The Technical Cover 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 Cover (including GST as applicable) should be uploaded in .xls format only.

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

8.4 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.

8.5 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](mailto:hcnag.mah@nic.in) and on Telephone Nos. 0712 — 2562892 / 2560399 as mentioned in the Tender Document.

8.6 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 002/0120-4001005/0120-4493395

*R*

Date :

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

**- PART-V -**

**HIGH COURT OF BOMBAY BENCH AT NAGPUR**

**Tender No: BOM HC/NAG/Housekeeping Services/ / 2025**

9. The High Court of Bombay, Nagpur Bench, Nagpur in invites bids by e-Tenders in the prescribed format for Mechanized and Manual Housekeeping Services on outsourcing basis for the area and other particulars mentioned below for High Court Building and its premises and official residential bungalows of Hon'ble Judges, Judicial Officers of the Registry situated at Civil Lines, Nagpur and Court Keeper's Quarter, in the High Court premises, for the period of two years from execution of the contract, from eligible bidders who fulfills/comply the specifications mentioned in the e-tender document.

**DESCRIPTION**

| <b>S.N.</b> | <b>Building/ Premises</b>              | <b>Layout {with approximate area}</b>  |
|-------------|--|--|
| 1.          | Main Building<br>[GP + FF ]            | Consists of Ground + one floor, including Court Rooms, Chambers of the Hon'ble Judges, Registrars' Chambers Office/Sections and toilets, Public Toilets, porch on Eastern and Western Side, Central Halls, office rooms, stair cases, overhead water tanks and Hon'ble judges Library.{Total Area 11820 sq. meter approx.}   |
| 2.          | North Annex Building<br>[GP + FF + TF] | Consists of Ground + two floors, including Office Rooms, Court Rooms, Hon'ble Judges Chambers and Toilets, Public Toilets, VIP Lounge, Auditorium, Conference Hall, Dining Hall, Hon'ble Judges Library, Registrar Judicial Court and Chamber, Hall on second floor, Basement, Cafeteria, Porch on northern and southern side, Stair cases and connecting passage/bridge consists of Ground + two floors and overhead water tanks. |

| <b>S.N.</b> | <b>Building/ Premises</b>   | <b>Layout {with approximate area}</b>   |
|-------------|---|---|
| 2-A         | South Annex Building<br>[GF + FF]   | Consists of Ground + one floor, including Southern side porch and surrounding premises, passage /connecting bridge on ground and 1st floor between the main building and Annex Building, office of the Government Pleader & Bar Association Rooms, Toilets for Bar Members, Staff and Public/ Litigant, Enquiry Counter, Xerox Booth, Library, Canteen, Stamp Vendor, Typist Room, Basement and overhead water tanks.   |
|             | Total Area<br>( 2+2-A )   | (10167 sq. meter approx.)   |
| 3.          | Outer premises of the Official residences of the Hon'ble Judges and Judicial Officers [including five toilets in each bungalow] | Open space surrounding the PWD bungalows and the area of gardens therein namely; The Chief Justice House viz. Soudamini, Sewa, Sneh, Vivek, Hiranyagarbha, Matoshri, Soumitra, Sunit, Vishakha, Namrata, Anuradha, Uttara, Daya, Kshama, Shanti, Chitra, Vidhi, Marias, Samta and Satyasheel Complex and Vajra Bangalow, Police Chowky and all attached Toilets. All sumps/water storage /overhead tanks/fountains, etc. in such premises.<br>{Total Area 91023.31 sq. meter approx.} |
|             | Grand Total of area of High Court & official residences   | {Total Area 113010.31 sq. meter approx.}  |

R

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

**- PART-VI -**

**10. DURATION OF CONTRACT:-**

10.1 The contract will be valid for a period of two years from execution of the contract or starting from such other date as the Registrar (Administration), Nagpur Bench, may notify in this behalf. However, first three months of the Contract Period will be probationary period. Only after the services are found to be satisfactory during the probationary period, the contract will be confirmed for a further period of 21 months under the same terms and conditions.

10.2 Though the contract shall be for a period of two years, Registrar (Administration) reserves the right to terminate the contract at any point of time giving 15 days' notice without assigning any reason or to extend the validity of contract on the same terms and conditions for such period as may be deemed fit by him.

**11. TIMINGS:-**

11.1 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 workers 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/its Supervising or Managerial Staff.

11.2 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.

11.3 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 staffs, if directed by the Registrar (Administration) or Protocol-cum-Court Keeper Officer.

## **12. PAYMENT SCHEDULE AND TERMS:-**

12.1 The payment 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.

12.2 The aforesaid monthly claim shall accompany photocopy of cheques/bank statements evidencing the payment of wages into the bank account of the employees and acquaintance roll bearing the signature of the employees and amount of wages with particulars of cheque/electronic transfer. In absence of these documents, the Service Provider shall not be entitled monthly payment.

12.3 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 compliance are made.

12.4 Payments shall be made considering the extent to which contractual work has been executed in the previous month. The number of workers actually 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. The official nominated by the Registrar (Administration) Nagpur Bench would verify the extent of the work executed by the Service Provider.

12.5 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 next succeeding month.

12.6 The Service Provider shall submit with the monthly bills the certificate for the previous month to the following effect, that:

- 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 compliance required under the Labour legislation have been made.

12.7 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.

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

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

### **13. MANPOWER REQUIREMENT:-**

13.1 The bid is invited for the housekeeping services for the premises described in PART-V of this document. No specific number of manpower is suggested to be employed by the Service Provider. However, the Service Provider shall ensure daily cleaning of all the premises with such frequencies as hereinafter mentioned in Annexure A2 to A6. When required by the High Court Administration, such frequencies have to be increased. Daily cleaning of all the premises has to be done simultaneously. Before the officials reach the Court, first round of cleaning must have been completed. Considering the total area with premises to be cleaned, the Service Provider shall engage sufficient number of manpower to ensure smooth execution of the contractual work.

13.2 If the cleaning work gets affected for want of sufficient number of

manpower, then the Registrar (Administration) may require the Service Provider to increase the number of manpowers. In this regard, the failure to comply the directions of the Registrar (Administration) would amount to major breach of contract, which may result in the termination of the contract.

13.3 The Contractor shall not be entitled to extra payment for engaging a greater number of persons or increase frequency of cleaning work or cleaning made beyond office hours on special occasions.

13.4 The Managers/ Supervisors deployed by the contractor should have experience of managing/ supervising the work of cleaning. The Managers/ Supervisors should know operating and handling of modern equipments/ tools used in cleaning work.

13.5 The Service Provider shall not employ minor workers. The employment of Child Labour will lead to termination of the contract. The workers engaged by the Service Provider shall not have criminal antecedent. The police verification of all the Workers/ Mangers/ Supervisor shall be done before employing them for the purposes of the contract.

13.6 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 cleaning work. Manager/Supervisor shall also sign such attendance register.

#### **14. MATERIAL REQUIREMENT:**

14.1 Tentative list of materials required for execution of the work

during the contract period is enclosed herewith at Annexure-A for information of the bidders.

14.2 The Service Provider shall be responsible to arrange at their own cost all necessary materials required for execution of work.

14.3 After award of Contract, the Service Provider shall be liable to make available all materials and machinery required for work at site, immediately after awarding the contract. If the Service Provider fails to produce all materials and machineries, amount shall be deducted from the monthly payment of the Service Provider.

14.4 The Service Provider needs to provide Toiletries and other materials as per Annexure A1 required during the contract period at the official residences of the Hon'ble Visiting Judges and the Chief Justice House viz "Soudamini", as and when required.

14.5 Materials and chemicals required shall have to be bought by the Service Provider in advance for each month at his own cost.

14.6 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.

14.7 The High Court Administration has the right to reject any unspecified material supplied by the Service Provider at the site. The High Court Administration reserves the right for replacement of defective materials, tools and equipments.

14.8 No materials shall be supplied by the High Court of Bombay, Nagpur Bench, Nagpur. The Service Provider will have to make his ow

arrangements at his own expenses for all machines, chemicals, materials, toiletries, consumables etc.

14.9 All the materials/chemicals/consumables brought to site shall be protected suitably duly wrapped/packed and stored so as to avoid any damage during loading transportation/unloading and handling due to weather conditions etc. at any stage.

14.10 The Service Provider shall provide approximately 75 Dustbins -Big Size, twice, during the contract period for storing wet and dry waste materials.

**15. MACHINERY REQUIRED:**

Tentative list of machineries required for execution of work during the contract period is reproduced below for information of bidder.

| <b>Sr. No.</b> | <b>Particulars of machinery required</b> |
|----------------|--|
| 1.             | Single Disc Machine                      |
| 2.             | Industrial Vacuum Cleaner                |
| 3.             | Scrubber Dryer                           |
| 4.             | Walk behind Sweeper Machine              |
| 5.             | Walk behind Scrubber Dryer               |
| 6.             | Sanitizer Machine                        |
| 7.             | Ride on Scrubber Dryer                   |
| 8.             | Floor Polishing Machine                  |
| 9.             | High Pressure Washer                     |
| 10.            | Ride on Sweeper                          |
| 11.            | Steam Cleaning Machine                   |
| 12.            | Auto Scrubber                            |
| 13.            | Wet and Dry Vacuum                       |

| <b>Sr. No.</b>   | <b>Particulars of machinery required</b> |
|--|--|
|  |  |
| 14.  | Dry Vacuum                               |
| 15.  | Lawn Mower                               |
| 16.  | Brush Cutter                             |
| 17.  | Ladder (7 and 10 ft.)                    |
| 18.  | Fogging Machine                          |
| *The Service Provider can be advised to increase the machineries as per direction of the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur. |  |

**16. PERFORMANCE BANK GUARANTEE:-**

- 16.1 The successful bidder shall furnish a Performance Bank Guarantee (Annexure-D) of equivalent to 3% of overall contract value for two years.
- 16.2 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 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.
- 16.3 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-**

**17. GENERAL TERMS AND CONDITIONS:-**

17.1. 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. No complaint shall be entertained in this regard after offering the bid/quoting the rates.

17.2 The work required to be executed in the High Court of Bombay, Nagpur Bench, Nagpur premises which is very important area hence both speed and quality of execution are to be maintained by the Service Provider.

17.3 The Service Provider is required to attest that the terms and conditions published in these documents are acceptable to it. Moreover, agreement in writing shall have to be entered into by the Service Provider with this office.

17.4 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 compliance.

17.5 The Service Provider shall adhere to all applicable labour welfare legislation.

17.6 The bidder whose offer / did is accepted shall submit daily housekeeping plan to the office so as to help the Registrar (Administration) of the High Court of Bombay, Nagpur Bench, Nagpur to monitor and check that the housekeeping work is being done according to the schedule of frequencies mentioned.

17.7 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.

17.8 The High Court Administration will be entering into agreement with the Service Provider to outsource the work of cleaning of the High Court and other allied premises, as specifically specified hereinbefore. 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.

17.9 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. The work assigned to the Service Provider is the contract entered into with the Service Provider for a particular period and not the worker's contract. The High Court Administration will not be responsible for any complaint of the workers, engaged for executing the Contract.

17.10 The Service Provider shall provide uniform for both summers and



winters, identity card etc. to all its staff members, in absence of which they shall not be allowed inside the premises.

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.

17.11 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.

17.12 The Service Provider shall strictly follow any restrictions / guidelines mandated by security personnel of Police Department overseeing security for the High Court premises and Hon'ble Judges bungalows etc. or by the traffic police, while carrying the movement of labour / material.

17.13 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.

17.14 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.

17.15 The Service Provider shall ensure that its staffs use proper safety

measures while performing their duties to avoid any accidents.

17.16 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.

17.17 Utmost care shall be taken to keep the noise level to the lowest so that no disturbance as far as possible is caused to the occupant / user of the premises.

17.18 No permission for shooting or photography can be granted by the Service Provider which right is reserved exclusively with the High Court (Administration)

17.19 The period of various licenses/ permits with the Bidder, shall be valid only for the duration of this contract.

17.20 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.

17.21 The Service Provider shall ensure quality work in planned and time bound manner. Any sub-standard material/work beyond set out tolerance limits shall be summarily rejected by the High Court Administration.

17.22 The Service Provider shall deploy adequate number of machines for smooth execution of the contract. The machines brought on site will not

be allowed to be taken away till completion of work without specific permission from the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur, in writing if required for repairs etc.

17.23 The cost of machine, equipments maintenance will be borne by the Service Provider.

17.24 The High Court Administration shall provide space for storage of machines, material and chemicals as per availability of space for which no rentals will be charged. However, no extra payment shall be admissible for carriage/ shifting etc.

17.25 No inflammable materials shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of all Rules / Instructions issued by the competent authorities and as per the direction of High Court of Bombay, Nagpur Bench, Nagpur.

17.26 The Service Provider with prior permission of the Registrar (Administration), High Court of Bombay, Nagpur Bench Nagpur shall arrange the necessary water supply fitting, flexible pipe etc. for taking water from the water taps provided in the building for the work of housekeeping at his own cost.

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

17.28 The Service Provider shall dispose of garbage, debris, rubbish and other un-serviceable materials and waste at their own cost to the notified/ specified Nagpur Municipal Corporation (NMC) dumping ground and

under no circumstances the same shall be stocked/ dumped even temporarily, within the building or the surrounding premises of High Court Main Building, and Annex Buildings along with its premises and shall submit proof of such disposal to High Court Registry.

17.29 Considering the situation like that of COVID-19, the Service Provider shall follow all the guidelines issued by the Health Ministry from time to time.

17.30 The Service Provider or his authorized representative has to attend a meeting every fortnight or at such interval as decided and communicated by the High Court Administration for discussion / and evaluation of performance with the High Court representative and submit a report on the jobs done on a fortnightly basis.

17.31 Whenever Trainings, Workshops, Orientation Courses, Seminars, Meetings or any other functions take place at the High Court of Bombay, Nagpur Bench, Nagpur the Service Provider has to ensure that sufficient workers and supervisory staff is present within the High Court Nagpur campus till such event is over for which nothing extra will be payable.

17.32 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.

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

17.34 The High Court Administration reserves rights:

- (i) to alter any of the terms and conditions without assigning any reason therefore.
- (ii) to extend the term of the contract at the existing rate on the same terms and conditions for such further period as situation demands.
- (iii) to deduct tax at source, wherever mandated by the law, from the amounts payable to the Service Provider, however, certificate will be issued by tax deducted as source.

17.35 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 service provider or through its own employees. Under these circumstances, the Service Provider will not be entitled to refund of the security deposit amount and same will be forfeited to Government Treasury.

## **18. GENERAL SECURITY RESTRICTIONS:-**

18.1. The Service Provider shall inform in writing the High Court Administration, the names and other details like, address and identity proof, permanent and temporary address, mobile numbers of its staffs engaged for execution of the Contract Work, so that the safety and security of the premises are not compromised.

18.2 The identity cards to all the staffs engaged by the Service Provider shall be issued to them by such service provider and not by the High Court Administration. However, for the safety and security of the premises of the

High Court/Hon'ble judges' Bungalow/ other premises, the High Court Administration will issue entry pass to the employees of the Service Provider or endorsed on the Identity Card issued by the Service Provider to the effect that concerned staff is allowed enter in the aforesaid premises during working hours for the purposes of executing the contract.

18.3 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.

18.4 The Service Provider shall inform in advance the registration numbers, ownership of the vehicles, names and addresses of the drivers for necessary action by the security agency.

18.5 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 underControl of the High Court Administration.

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

18.7 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 currant staff at the instant of officials of the High Court of Bombay,Nagpur Bench, Nagpur, if such occasion arises.

**-PART-VIII-**

**19. BID SUBMISSION:-**

19.1 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 volume of staffs required for execution of the work, basic materials, water, electricity etc., before submitting the tender. A declaration/Certificate to this effect issued by this office has to be given by the bidder.

19.2 The interested bidders should submit Bids Online completed in all respect on e-tendering portal of Govt. of Maharashtra viz. <https://mahatenders.gov.in> on or before 02/05/2025 till 4.00 pm. The Bidder should submit online bids in two covers i.e., Technical Cover & Financial Cover.

19.3 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.

**19.4 TECHNICAL COVER :-**

19.4.1 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.

19.4.2 Bid shall be submitted in the Proforma at Annexure-B. It shall accompany all the necessary document refereed in Para-5 of this document pertaining to Eligible Bidders. To avoid repetition the details of

those documents are not reproduced in this para. 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 no asked. It is further clarified that all the necessary documents are to be uploaded with Technical Cover.

19.4.3 The Bidder should submit scanned copy of the payment receipt of the Tender Fees & EMD paid Online via Net-Banking or through Bank Guarantee (Annexure D)

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

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

19.6.1 The bidder required to submit refundable EMD of Rs.2,00,000/- (Rupees Two Lakhs only) by online mode via net banking or by uploading Bank Guarantee as provided in (ii) below.

19.6.2 The successful bidder needs to submit the Bank Guarantee (Annexure-B) after awarding the contract.

19.6.3 The 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.

**19.7 Financial Cover :-**

19.7.1 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.

19.7.2 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 housekeeping manual and mechanized and sanitation services for all the premises under the control of the High Court Administration, as described in Part V of this document. This includes all the liabilities of the Service Provider such as cost of uniform and identity cards of personnel deployed by the Service Provider and all other statutory liabilities and the directions incidental thereto issued by Government Department from time to time (like EPF contributions, service charges, all kinds of taxes, etc.).

19.7.3 The Bidder shall also include the cost of consumables and maintenance and repair charges of equipment used by the Service Provider. The periodical revision of minimum wages payable to its workers during the contract period of two years shall also be kept in mind.

19.7.4. Conditional bids/ offers will be liable to be summarily rejected.

19.8 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.

19.9 EMD of the successful Bidder will be returned (without any interest)

only after the successful completion of the Service Contract.

19.10 The Earnest Money Deposit will be returned to the unsuccessful Bidder as per e-tendering procedure. The said Earnest Money will next 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)

19.11. 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 -**

#### **20. FORFEITURE of EMD:-**

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

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

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

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

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

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

## **21. GENERAL GROUNDS FOR REJECTION OF TENDER:-**

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

21.1 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.

21.2 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.

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

21.4 The bidder shall keep in mind the minimum wages inclusive of allowances payable for the schedule establishment doing cleaning, sweeping and scavenging work as determined by the competent authority for the relevant period under the provisions of Minimum Wages Act, before submitting their bid.

## **22. ACCEPTANCE AND REJECTION OF TENDER :-**

22.1 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 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 obtain from Government and contract will be entered therefrom.

22.2 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.

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

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

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

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

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

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

22.3.6 Any pages or pasted slips are missing.

22.3.7 The Bidder has not signed all corrections and additions.

22.3.8 All pages and pasted slips are not signed by the Bidder.

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

**- PART-X -**

**23. PENALTY:-**

23.1 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.

| <b>S.N.</b> | <b>Deficiency in Service/Nature of default</b>   | <b>Penalty</b>                      |
|-------------|--|-------------------------------------|
| 1           | Not providing any person for cleaning to Justice Bunglow & its premises.   | Rs.5000/-, for default of one day.  |
| 2           | Incomplete /improper cleaning of the Justice Bunglow and its premises.   | Rs.2000/-, for default of one day.  |
| 3           | Not providing any person for cleaning to any other residential bunglow.  | Rs.2000/-, for default of one day.  |
| 4           | Incomplete /improper cleaning of the other Bunglow and its premises.   | Rs.500/-, for default of one day.   |
| 5           | Failure to clean any of the Court Hall/Justice Chamber/ Corridor/ High Court premises on any working day.                    | Rs.10,000/-, for default of one day |
| 6           | Incomplete/improper cleaning of the Court Hall/Justice Chamber/ Corridor/ High Court premises on any working day.            | Rs.5000/-for default of one day     |
| 7           | Failure to clean or incomplete or improper cleaning of the High Court premises on 15 August and 26 January.                  | Rs.50,000/-,for each default.       |
| 8           | Not providing requisite number of persons for cleaning to any of the premises in the Contract, on any special occasion, when | Rs.50,000/-,for each default.       |

| <b>S.N.</b> | <b>Deficiency in Service/Nature of default</b>   | <b>Penalty</b>                     |
|-------------|--|------------------------------------|
|             | directed by the Registrar (Administration).  |                                    |
| 9           | Unavailability of Cleaning Machine for the Floor of the Court Building.                                    | Rs.2000/-, for default of one day. |
| 10          | Non-availability of the sanitary/detergent/acid/other cleaning materials etc.                              | Ten times the cost of material.    |
| 11          | Non-disposal of collected waste material from the High Court premises before the office time of the Court. | Rs.2000/- for each days default.   |

23.2 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 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.

23.3 The penalty so imposed can be set off against the monthly claim amount raised by the Service Provider.

**24 DISPUTE RESOLUTION:**

24.1 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, 1956 as may be amended from time to time.

24.2 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.

24.3 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.

## **25. TERMINATION OF CONTRACT:**

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

25.2 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.

25.3 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 legislation.

25.4 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.


25.5 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.

25.6 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.

26. **LEGAL JURISDICTION:**

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

Date :

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



**FORM NO I**

Details of the works of past work experience and magnitude carried out by the Service Provider

**NAME OF THE SERVICE PROVIDER:**

| <b>S.N.</b> | <b>Name of Work</b> | <b>Name and address of the organization for whom the work was done/being done</b> | <b>Agreement No. and other details in brief</b> | <b>Tender Cost</b> | <b>Total Cost of the work done</b> | <b>Duration of Tender</b> | <b>Principle features in brief</b> |
|-------------|---------------------|---|---|--------------------|------------------------------------|---------------------------|------------------------------------|
|             |                     |   |   |                    |                                    |                           |                                    |

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

(Seal & Sign)

**FORM NO II**

List of machinery and equipments immediately available with the service provider for carrying out the work of Mechanized and Manual Housekeeping Services

| <b>Sr. No.</b> | <b>Name of Equipment</b> | <b>No. of Units</b> | <b>Kind and Year of Make</b> | <b>Capacity</b> | <b>Condition</b> | <b>Present Location</b> | <b>Remarks</b> |
|----------------|--------------------------|---------------------|------------------------------|-----------------|------------------|-------------------------|----------------|
|                |                          |                     |                              |                 |                  |                         |                |

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

(Seal & Sign)

**Annexure-A**  
**Tentative List of materials**

| Sr. No. | Description                       |
|---------|-----------------------------------|
| 1       | Acid                              |
| 2       | Air Freshner (Ultra Clean)        |
| 3       | Bleaching Powder                  |
| 4       | Bucket (18 LTR)                   |
| 5       | Carpet Brush                      |
| 6       | Costic Soda                       |
| 7       | Choke Pump (Small)                |
| 8       | Clip (Dust Control/Dry Mop)       |
| 9       | Clip (Wetmop)                     |
| 10      | Clip N Mop/Wet Mop (Refile)       |
| 11      | Clip N Mop/Wet Mop (Set)          |
| 12      | Cob Web Brush Set                 |
| 13      | Colour Cube (Small)               |
| 14      | Dust Control Mop/Dry Mop (Refile) |
| 15      | Dust Control Mop/Dry Mop (Set)    |
| 16      | Dust Pan                          |
| 17      | Dustbin Liner (Bin Bags Big)      |
| 18      | Dustbin Liner (Bin Bags Small)    |
| 19      | Floor Brush (Hard)                |
| 20      | Floor Brush (Soft)                |
| 21      | Glass Duster                      |
| 22      | HY-Po                             |
| 23      | Hand Gloves                       |
| 24      | Hand Wash Liquid                  |
| 25      | Hard Broom                        |
| 26      | Hard Brush (Collar Brush)         |

| <b>Sr. No.</b> | <b>Description</b>                       |
|----------------|--|
| 27             | Mug                                      |
| 28             | Mosquitoes Spray (Hit)                   |
| 29             | Muster Book or biometric                 |
| 30             | Naphthalene Balls (White)                |
| 31             | Phenyl                                   |
| 32             | Pipe                                     |
| 33             | Wooden Pipe                              |
| 34             | Putting Patti 8"                         |
| 35             | R 3                                      |
| 36             | R 6                                      |
| 37             | Room Freshner (Gas)                      |
| 38             | Room Freshner (Liquid)                   |
| 39             | Scrubber (Hard Black)                    |
| 40             | Scrubber (Soft Green)                    |
| 41             | Scrubber Brush (Naylon)                  |
| 42             | Scrubbing Brush (Tar)                    |
| 49             | Soft Broom                               |
| 44             | Soap-1 (Rin/surf excel)                  |
| 45             | Soap-2 (Wheel Powder/ Ghadi/ surf excel) |
| 46             | Sprial (Marboline)                       |
| 47             | Sponge                                   |
| 48             | Sprey Bottle                             |
| 49             | Table Duster                             |
| 50             | Toilet Brush (Hockey Brush)              |
| 51             | Toilet Roll                              |
| 52             | Wiper Big                                |
| 53             | Wiper Small                              |
| 54             | Wiper Big Metal                          |

| <b>Sr. No.</b>   | <b>Description</b> |
|--|--------------------|
| 55   | Wiper Small Metal  |
| 56   | Water Pipe         |
| 57   | Water Tank Pump    |
| 58   | Pawda              |
| 59   | Kudal              |
| 60   | Ifurad             |
| 61   | Ghamela            |
| 62   | Safety Belt        |
| 63   | Lider              |
| 64   | Safety Helmate     |
| 65   | Dustbin            |
| 66   | Costic             |
| 67   | Plukar             |
| <p>*Service Provider can be advised to increase quantity as per direction of the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur.</p> |                    |

**Annexure-AI**

**Tentative List of Sanitary and Other Materials**

| <b>Sr. No.</b> | <b>Items</b>                       |
|----------------|------------------------------------|
| 1              | Paper Napkin                       |
| 2              | Godrej Air Pkt. Bathroom freshener |
| 3              | All out Liquid refill              |
| 4              | Hand wash Liquid — Dettol refill   |
| 5              | Rat Gum                            |
| 6              | Itnock-99                          |
| 7              | Harpik Flush matine — hanging      |
| 8              | Harpik Flush matine — goli         |
| 9              | Room Freshener- Godrej air         |
| 10             | Lizol                              |
| 11             | Room Freshener-Godrej Aer          |
| 12             | Harpic                             |
| 13             | Disposal Bag                       |
| 14             | Colin                              |

\*The Service Provider needs to provide material in the Chief Justice House viz. "Soudamini" and Hon'ble Visting Judges Bungalow compulsorily.

**Annexure-A2****SPECIFICATION & DETAILS OF WORK OF HIGH COURT BUILDINGS AT  
NAGPUR BENCH**

High Court Main Building at Ground Floor and First Floor + Terrace including Court Halls and Chambers of the Hon'ble Judges

| <b>Sr. No.</b> | <b>Activity</b>  | <b>Frequency</b>                       | <b>Method</b>                              |
|----------------|--|--|--|
| 1              | Sweeping, Scrubbing & Drying of floor  | Daily once                             | Scrubbing & Drying M / C                   |
| 2              | Telephone, Computer, electric & other equipments cleaning                                | Daily once                             | Mechanized Cleaning & Wet & dry wiping     |
| 3              | Dusting & wiping of Tables, Chairs, Shelves etc.   | Daily once                             | Duster, wet/dry cloth etc.                 |
| 4              | Common Wash Basins, Toilets Cleaning   | Every Hour                             | Wet & dry wiping                           |
| 5              | Toilet Cleaning — Hon'ble Judges Chambers, Offices/Officers etc.                         | Morning required Afternoon and Evening | H. P. Jet, Mechanized in Cleaning & manual |
| 6              | Dustbin movement   | Once a day                             | Dustbins                                   |
| 7              | Glass Cleaning   | Once in a week from inside             | Glass cleaning kit                         |
| 8              | Spraying of room freshener   | As per requirement                     | Spray bottle, Good Perfume                 |
| 9              | Partition Cleaning   | Weekly once                            | Wet & dry wiping, duster                   |
| 10             | All types of furniture including sofas, chairs, tables etc. v4ndow channel etc. Cleaning | Daily once                             | Mechanized Cleaning 8s wet dry cloth       |

|    |   |                       |  |
|----|---|-----------------------|--|
| 11 | Shampoo Cleaning of Sofas                 | Once in a week        |  |
| 12 | Electric Panel 8s<br>Instruments Cleaning | Weekly Once           | Mechanized Cleaning,<br>duster, dry cloth. |
| 13 | Column, Side — Walls Cleaning             | Weekly Once           | Wet & dry wiping                           |
| 14 | Grass Cutting                             | As per<br>requirement | - - - -                                    |
| 15 | Cleaning of Water Tanks                   | As per<br>requirement |  |



**Annexure-A3**

**High Court North Annex Building, Ground Floor, First Floor and  
Basement + Terrace**

(including Conference Hall, Auditorium, VIP Lounge, Dining i-fall, Court Halls and Chambers of the Hon'ble Judges, Hall situated on second floor)

| <b>Sr. No.</b> | <b>Activity</b>  | <b>Frequency</b>           | <b>Method</b>                           |
|----------------|--|----------------------------|---|
| 1              | Sweeping, Scrubbing & drying of floor  | Daily once                 | Scrubbing & Drying M/C                  |
| 2              | Telephone, Computer, electric & other equipment cleaning                                 | Daily once                 | Mechanized Cleaning & Wet & dry wiping  |
| 3              | Dusting & wiping of Tables, Chairs, Shelves etc.   | Daily once                 | Duster, wet/dry cloth etc.              |
| 4              | Common Wash Basins, Toilets Cleaning   | Thrice a day               | Wet & dry wiping                        |
| 5              | Toilet Cleaning — Hon'ble Judges Chambers, Offices/Officers etc.                         | Once a day                 | H. P. Jet, Mechanized Cleaning & manual |
| 6              | Dustbin movement   | Once a day                 | Dustbins                                |
| 7              | Glass Cleaning   | Once in a week from inside | Glass cleaning kit                      |
| 8              | Spraying of room freshener   | As per requirement         | Spray bottle, Good Perfume              |
| 9              | Partition Cleaning   | Weekly once                | Wet & dry wiping, duster                |
| 10             | All types of furniture including sofas, chairs, tables etc. Window channel etc. Cleaning | Daily once                 | Mechanized Cleaning & wet & dry cloth   |
| 11             | Electric Panel & Instruments Cleaning  | Weekly Once                | Mechanized Cleaning, duster, dry cloth. |
| 12             | Column, Side — Walls Cleaning  | Weekly Once                | Wet & dry wiping                        |
| 13             | Cleaning of Water Tanks  | As per requirement         |   |

#### Annexure-A4

High Court South Annex Building, portion of Basement, Southern Side Porch,  
portion of connecting Passage / Bridge on Ground Floor and First floor,  
Government Pleader's Office and the premises of Bar Association + Terrace

| Sr. No. | Activity   | Frequency                  | Method                                  |
|---------|--|----------------------------|---|
| 1       | Sweeping, Scrubbing & drying of floor  | Daily once                 | Mechanized and manual.                  |
| 2       | Telephone, Computer, electric & other equipment cleaning                                 | Daily once                 | Mechanized Cleaning & Wet & dry wiping  |
| 3       | Dusting & wiping of Tables, Chairs, Shelves etc.   | Daily once                 | Duster, wet/ dry cloth etc.             |
| 4       | Common Wash Basins, Toilets Cleaning   | Thrice a day               | Wet & dry wiping                        |
| 5       | Toilet Cleaning — Offices/Officers   | Once a day                 | H. P. Jet, Mechanized Cleaning & manual |
| 6       | Dustbin movement   | Once a day                 | Dustbins                                |
| 7       | Glass Cleaning   | Once in a week from inside | Glass cleaning kit                      |
| 8       | Spraying of room freshener   | As per requirement         | Spray bottle, Good Perfume              |
| 9       | Partition Cleaning   | Weekly once                | Wet & dry wiping, duster                |
| 10      | All types of furniture including sofas, chairs, tables etc. Window channel etc. Cleaning | Daily once                 | Mechanized Cleaning & wet & dry cloth   |
| 11      | Electric Panel & Instruments Cleaning  | Weekly Once                | Mechanized Cleaning, duster, dry cloth. |
| 12      | Column, Side — Walls Cleaning  | Weekly Once                | Wet & dry wiping                        |
| 13      | Cleaning of Water Tanks  | As per requirement         |   |

### Annexure-A5

Outer premises of the Official residences of the Hon'ble Judges and open space surrounding the PWD bungalows and the area of gardens therein namely; The Chief Justice's House viz Soudamini, Daya, Kshama, Shanti, Anuradha, Uttara, Vishakha, Namrata, Sneh, Vivek, Sewa, Matoshri, Sunit, Chitra, Hiranyagarbha, Vidhi, Samta, Soumitra, Marias Bungalow & Satyasheel Complex & Vajra

| Sr. No | Activity   | Frequency                  | Method                                  |
|--------|--|----------------------------|---|
| 1      | Sweeping, Scrubbing & Drying of floor  | As per requirement         | Scrubbing & Drying M/c                  |
| 2      | Telephone, Computer, electric and other equipments cleaning                              | As per requirement         | Mechanized Cleaning & Wet & dry wiping  |
| 3      | Dusting & wiping of Tables, Chairs, Shelves etc.   | As per requirement         | Duster, wet/dry cloth etc.              |
| 4      | Wash Basin   | Twice a day                | Wet & dry wiping                        |
| 5      | Toilet Cleaning  | Once a day                 | H. P. Set, Mechanized Cleaning & manual |
| 6      | Dustbin movement (Wet and Dry)   | Once a day                 | Dustbins                                |
| 7      | Glass Cleaning   | Once in a week from inside | Glass cleaning kit                      |
| 8      | Spraying of room freshener   | As per requirement         | Spray bottle, Good Perfume              |
| 9      | Partition Cleaning (if any)  | Weekly once                | Wet & dry wiping, duster                |
| 10     | All types of furniture including sofas, chairs, tables etc. window channel etc. Cleaning | As per requirement         | Mechanized Cleaning & wet & dry cloth   |

| <b>Sr. No</b> | <b>Activity</b>   | <b>Frequency</b>   | <b>Method</b>                           |
|---------------|---|--------------------|---|
| 11            | Shampoo Cleaning of Sofas   | Once in a week     |   |
| 12            | Electric Panel & Instruments Cleaning   | Weekly Once        | Mechanized Cleaning, duster, dry cloth. |
| 13            | Column, Side — Walls Cleaning   | Weekly Once        | Wet dc dry wiping                       |
| 14            | Cleaning of overhead Water Tanks and Sumps                                    | As per requirement | - - -                                   |
| 15            | Cleaning of fountains   | As per requirement | - - -                                   |
| 16            |   |                    |   |
|               | Outer cleaning of premises  | As per requirement | Manually and with machines              |
| 17            | Collection of garbage, debris, dried leaves of trees, etc. from the premises. | Daily once         | Manually and with machines              |

**Annexure-A6**  
**COMMON AREAS**

| <b>Sr. No</b> | <b>Activity</b>  | <b>Frequency</b> | <b>Method</b>                           |
|---------------|--|------------------|---|
| 1             | Sweeping, Scrubbing & drying of                                      | Daily once       | Scrubbing & Drying M/C                  |
| 2             | Mopping of Floor   | Once a Day       | Mopping                                 |
| 3             | Telephone, decorative items, common sitting furniture, etc. Cleaning | Once a Day       | Wiping                                  |
| 4             | Cleaning of Tables, Chairs, Furniture items etc.                     | Once a Day       | Mechanized Cleaning, dusting & wiping   |
| 5             | Common Toilet Cleaning   | Once a Day       | H. P. Jet, Mechanized Cleaning & Wiping |
| 6             | Staircase Cleaning   | Once a Day       | Mopping                                 |
| 7             | Dustbin Movement   | Once a Day       | Manual                                  |
| 8             | Glass Cleaning (Only Inside)   | Weekly Once      | Glass cleaning kit                      |
| 9             | Partition Cleaning   | Weekly Once      | Wiping & Mechanizing                    |
| 10            | Furniture, Window channel etc. Cleaning                              | Weekly Once      | Mechanized Cleaning, dusting            |
| 11            | Electric Panel & Instruments Cleaning                                | Weekly Once      | Mechanized Cleaning & manual            |
| 12            | Column, Side-Walls Cleaning  | Weekly Once      | Mechanized Cleaning & manual            |
| 13            | Fans, Tube Lights etc. Cleaning                                      | Weekly Once      | Dusting & Wiping                        |
| 14            | Chairs Cleaning in corridors, passages etc.                          | Daily Once       | Dry Mechanized Cleaning                 |
| 15            | Bolder Walls and nearby area to be Clean                             | Weekly Once      |   |
| 16            | Terrace Cleaning   | Weekly Once      |   |

| <b>Sr. No</b> | <b>Activity</b>  | <b>Frequency</b>                 | <b>Method</b>                               |
|---------------|--|----------------------------------|---|
|               | <b>ROAD / OUTSIDE AREA</b>   |                                  |   |
| 17            | Sweeping of roads  | Once a Day                       | Road Sweeper & manual                       |
| 18            | Roadside grass removal   | As required                      | Manual                                      |
| 19            | Scrap collection & disposal  | As required                      | Manual                                      |
| 20            | Garbage collection & disposal  | As required                      | Manual                                      |
| 21            | Kerb stone or divider cleaning (if any)                                  | As required                      | Manual                                      |
| 22            | Roadside railing cleaning (if any)                                       | Once a Day                       | Wet & dry wiping                            |
| 23            | Cleaning of Parking 'area for vehicles of Advocates and Staff Members    | Once a Day                       | Road Sweeper & manual                       |
| 24            | Washing of roads   | Once in a month                  | High pressure water cleaning                |
|               | <b>CARPET CLEANING</b>   |                                  |   |
| 25            | Carpet Mechanizing   | Once in fortnight                | Mechanized Cleaning & manual                |
| 26            | Carpet Spotting  | As required                      | Spotting Kit                                |
| 27            | Carpet and chairs in Auditorium Shampooing                               | Once in three months             | shampooing Machine                          |
|               | <b>GLASS WINDOW PANES CLEANING</b>                                       |                                  |   |
| 28            | Glass Window Panes Cleaning  | Once in a fortnight from outside | Glass Cleaning kit with all safety measures |
|               | <b>TERRACE CLEANING</b>  |                                  |   |
| 29            | Cleaning of Terrace of Main Building, North Annex & South Annex Building | Once in a month                  | Mechanized Cleaning & manual                |

**Annexure-B**

**Tender No: BOM HC/NAG/Housekeeping Services/ / 2025  
Outsourcing of Mechanized and Manual Housekeeping Services**

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

|                                     |  |
|-------------------------------------|--|
| <b>Name of the Service Provider</b> |  |
| <b>Detailed Address</b>             |  |
| <b>Telephone Numbers</b>            |  |
| <b>E-mail I.D.</b>                  |  |

| <b>Sr. No.</b> | <b>Eligibility Criteria for Applicant/Bidders/Individual Firm/Company, etc</b>  | <b>Documentary Proof to be attached</b>   | <b>Page No.</b> |
|----------------|---|---|-----------------|
| 1.             | The Bidder must be registered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952.                                     | P.F. Certificate/ proof of registration with EPFO authorities   |                 |
| 2.             | The Bidder must be registered under the Employees' State Insurance Act, 1948.   | ESIC Certificate  |                 |
| 3.             | The Bidder should have valid GST and Income Tax Registration.   | The copy GST registration /Service Tax Certificate and PAN card.  |                 |
| 4.             | The bidder should have Income Tax Returns for last three financial years & GST Quarterly Reports for financial year ending on 31st Mar. 2025. | Copies of Income Tax Returns downloaded from the website of I.T. Dept. & copy of GST Quarterly Reports for financial year ending on 31st Mar. 2025. |                 |
| 5.             | The bidder must be registered with the professional tax authority.  | Corresponding certificate of Registration.  |                 |

| <b>Sr. No.</b> | <b>Eligibility Criteria for Applicant/Bidders/Individual Firm/Company, etc</b>  | <b>Documentary Proof to be attached</b>  | <b>Page No.</b> |
|----------------|---|--|-----------------|
| 6.             | Bidder shall pay Tender Fee & EMD online via Net-Banking  | Submit scanned copy of receipts generated on such payment.   |                 |
| 7.             | The Bidder must have necessary machinery/equipments/tools etc.  | Such Particulars be given in Form No. II, annexed herewith.  |                 |
| 8.             | Employees' Provident Fund Account Registration Number   | Corresponding Registration Certificate   |                 |
| 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  | Downloaded copy of ITR from the website of I.T. Dept.  |                 |
| 12.            | Audited accounts of last three consecutive financial years ending with 31st March, 2025 with minimum annual average turnover of Rs. 2,00,00,000/- (Rupees Two Crores Only): | Balance-Sheet supported by Chartered Accountant's Certificate.   |                 |
| 13.            | Financial Capacity  | Balance-Sheet supported by Chartered Accountant's Certificate.   |                 |
| 14.            | Experience  | Minimum three years and the aggregate value of all such works successfully completed during the last five years shall not be less than 4 |                 |



| <b>Sr. No.</b> | <b>Eligibility Criteria for Applicant/Bidders/Individual Firm/Company, etc</b> | <b>Documentary Proof to be attached</b>   | <b>Page No.</b> |
|----------------|--|---|-----------------|
|                |  | Crores inclusive of GST.  |                 |
| 15.            | Site Visit   | Site Visit Certificate issued by our office be uploaded while submitting online bid   |                 |
| 16.            | Bidders must be registered under relevant Laws.                                | Sole Proprietorship /Partnership Firm /Limited Liability Partnership / Company / Joint venture to submit certificate of Shop and Establishment / Registration of Firm / Partnership Deed /Certificate of Incorporation / Memorandum of Association/ Articals of Association /Joint Venture Agreement,etc. |                 |
| 17.            | Undertaking and Declaration.   | In Proforma Annexure-C  |                 |

It is certified that the above information is true and correct.

Date :-

(Signature of the Bidder)  
Name and Address with seal

Place :-

Note :- The documents in support of technical bid shall be uploaded strictly exactly in the same sequence as given in above proforma.

**Annexure-C**  
**UNDERTAKING & DECLARATION**

(On stamp paper of Rs. 100/-)

Tender No: BOM HC/NAG/Housekeeping Services/ /2025

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 Housekeeping Services by Mechanized and manual manner, for the premises of the High Court, as described in Part V of the tender document.
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 High Court and allied premises described in Part V of the tender document and got myself/ourselves satisfied about the area of the premises and required number of workers/machines/tools and quantity of materials that may require during 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.

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 category "Cleaning, Sweeping and Scavanging".

6. I/We undertake the responsibility to furnish details and particulars of manpower deployed by us for the aforesaid housekeeping services.

7. I/We undertake that, sufficient number of manpowers will be provided for the aforesaid housekeeping services so that simultaneous cleaning of all the premises can be completed before the officers reach the court.

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 (If such proceedings are pending, provide particulars mentioned in para 5.5)

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

**Annexure-D**

**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 Guarantee Expiry Date:

WHEREAS, Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur (Party No.1), has entered into the Contract of Housekeeping and Outsourcing the work 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 execution of the contract. 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.....Only),/- (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 3% (Three 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 housekeeping services as 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 notification to the Contractor merely on a  
demand raised by the High (i) any enquiry or 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. The Bank's liability under this Bank  
Guarantee shall be 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: 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 notification to the Contractor merely on a demand raised by the High

(i) any enquiry or 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. The Bank's liability under this Bank Guarantee shall be restricted to an (Insert here)

(ii) amount not exceeding ..... 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.

(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..... day of \_\_\_\_ 2025. The Common Seal of has been hereunto affixed this 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 — E**  
**AGREEMENT FORM**

AGREEMENT MADE this Day of Two Thousand Twenty Five, between hereinafter called "Vendor") of the one part and the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur (hereinafter called the "Indenter") of the other part.

WHEREAS the Vendor has agreed to for the worse of Outsourcing the work of Mechanized and Manual Housekeeping Services for High Court Building and its premises and official residential bungalows of Hon'ble judges, Judicial Officers and its premises at Civil Lines, Nagpur and Court Keeper Quarter. for the period of two years thereof enclosed to the Work Order, as per the terms and conditions agreed between the parties and whereas the Vendor has deposited with the High Court, Bombay, Nagpur Bench, Nagpur, sum of Rs /- only as a Security for the fulfillment of this Agreement NOW ITS HEREBY AGREED between the parties hereto as follows :-

1. The Vendor has accepted the Contract on the terms and conditions set out in the Tender Notice No. Tender No. High Court / Housekeeping Services / / 2025, dated --.
2. The Indenter has placed Work Order No. dated with for the work of Outsourcing the work of Mechanized and Manual Housekeeping Services for High Court Building and its premises and official residential bungalows of Hon'ble judges, judicial Officers and its premises at Civil Lines, Nagpur and Court Keeper Quarter, for the period of two years at the total cost of Rs. /-, as per the Terms 8s conditions. Thus, this Contract shall remain in force till completion of work and payment will be made after successful completion of work by the vendor.

3. Upon breach by the Vendor of any of the conditions of the Agreement, the Indenter may issue a notice in writing, determine and put an end to this Contract without prejudice to the right of the Indenter to claim damages for antecedent breaches thereof on the part of the Vendor and also to reasonable compensation for the loss occasioned by the failure of the Vendor to fulfill the Contract, as certified in writing by the Indenter which certificate shall be conclusive evidence of the amount of such compensation payable by the Vendor to the Indenter.

4. Upon the determination of this Contract, whether by efflux of time or otherwise the said deposit in the form of Performance Bank Guarantee (Annexure D) shall after completion of work be returned to the Vendor but without interest and after deducting there from any sum due by the Vendor to the Indenter under the terms & conditions of this Contract.

5. This Contract shall remain in force until completion of work notwithstanding anything contained herein or in the Tender Document and Acceptance Forms, the Indenter may cancel the Contract without compensating the Vendor.

6. In witness whereof the said hath set his hand hereto and Indenter has on behalf of the High Court of Bombay, Nagpur Bench, Nagpur affixed his hand and seal thereto the day and year first above written.

7. Notices in connection with the Contract may be given by the Indenter [The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur or any Gazetted Officer of the High Court authorized by the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur]

8. In consideration of the payments to be made by the Indenter to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the

Indenter to provide the Goods and Services and to remedy defects therein conformity in all respect with the provisions of the Contract.

9. The Indenter hereby covenants to pay the Vendor in consideration of the provision of services, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

10. If subject to circumstances beyond control (Force Majeure), the Vendor fails to provide services in accordance with the conditions mentioned in the Tender Document, the Indenter shall at his option to cancel the tender.

Nagpur.

Vendor

Witness 1)

Indender

2)

On behalf of the High Court of Bombay, Nagpur Bench, Nagpur