



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)



## RAJASTHAN HIGH COURT, JODHPUR

### Notice Inviting Tender (NIT)

**RATE CONTRACT FOR ANNUAL COMPREHENSIVE MAINTENANCE (AMC) OF GARDEN/LAWNS, HEDGES, SHRUBS, PLANTS AND POTTED PLANTS ETC., IN THE OFFICE PREMISES AT RAJASTHAN HIGH COURT JODHPUR, HIGH COURT GUEST HOUSE (C-30 & C-42), SECRETARIAT OFFICE OF HON'BLE THE CHIEF JUSTICE, SECRETARIAT OFFICE OF HON'BLE THE ADMINISTRATIVE JUDGE AT JODHPUR AND MAINTENANCE OF DENSE FORESTATION AREA AT RHC, JODHPUR**

**Kindly contact on 0291-2888385 for any query**

**Rajasthan High Court, Jodhpur (Rajasthan)**

**Phone: 0291-2888500-504 Fax: 0291-2888080**

**Web: <http://www.hcraj.nic.in>**

**Email: [hc-rj@nic.in](mailto:hc-rj@nic.in) & [store-rhc@hcraj.nic.in](mailto:store-rhc@hcraj.nic.in)**

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



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## DISCLAIMER

The information contained in this Tender Document, or subsequently provided to bidders—whether verbally or in written form—by or on behalf of the Rajasthan High Court, Jodhpur, is shared subject to the terms and conditions outlined herein and any other applicable provisions.

This Tender Document does not constitute an agreement, offer, or invitation to offer by the Rajasthan High Court, Jodhpur. It is intended solely to invite proposals from eligible applicants (“Bidders”). Its purpose is to provide information and assist bidders in preparing their proposals. The Tender Document does not purport to contain all the information that each bidder may require. Bidders are advised to conduct their own investigations and analyses, at their own cost and without any right to claim reimbursement, to verify the accuracy, reliability, and completeness of the information provided. Independent advice should be sought wherever necessary.

The Rajasthan High Court, Jodhpur, makes no representation or warranty and shall not be liable under any law, statute, rule, or regulation regarding the accuracy, reliability, or completeness of the Tender Document. The Court reserves the right, at its sole discretion and without obligation, to update, amend, or supplement the information contained herein.

The information provided is selective and subject to revision, expansion, or amendment. The Rajasthan High Court, Jodhpur, is not obligated to provide access to additional information or to correct any inaccuracies that may become apparent. Any modifications will be communicated to all bidders or made accessible via the official website of the Rajasthan High Court. Any subsequent written communication on the same subject shall supersede the information contained in this Tender Document.

Some information may involve interpretations of law and is not intended to be exhaustive or authoritative. The Rajasthan High Court, Jodhpur, disclaims any responsibility for the accuracy or legal interpretation of such content. It shall not be liable for any loss or damage arising from reliance on the statements contained herein, whether due to negligence or otherwise.

The Rajasthan High Court, Jodhpur, reserves the right to reject any or all expressions of interest, proposals, or bids received in response to this Tender at any stage, without assigning any reason and without incurring any liability. The decision of the Registrar General, Rajasthan High Court, Jodhpur shall be final, conclusive, and binding on all bidders and parties involved in the bidding process.

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## RAJASTHAN HIGH COURT, JODHPUR

### Notice Inviting Tender

No. HC/SK/Procurement/2025-26/16

Dated 30.07.2025

Bids for Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC, Jodhpur are invited from interested bidders upto 20.08.2025. Other particulars of bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>) of the state and departmental website <https://hcraj.nic.in> (Estimated Annual Cost of Tender is Rs. 1,21,00,000/-)

UBN No. ...RHC2526SLRC00016

By Order

*10 with*  
*30/07/25*

Registrar (Classification-II)

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## RAJASTHAN HIGH COURT, JODHPUR NOTICE INVITING TENDER

No. HC/SK/Procurement/2025-26/16

Dated 30.07.2025

Rajasthan High Court, Jodhpur invites bids for Rate Contract for **Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC, Jodhpur**. NIT is invited from eligible Govt./Non-Govt/Private Sector organizations / agencies/ firms. All details related to this NIT can be viewed and downloaded from website: <http://sppp.rajasthan.gov.in>, <http://hcraj.nic.in> & <https://eproc.rajasthan.gov.in>.

Name of work	Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC, Jodhpur
Cost of Tender (Non Refundable) (in Favour of <b>Registrar General, Rajasthan High Court, Jodhpur</b> )	Rs. 4000/- (Rupees Four Thousand Only)
Processing Fee (Non Refundable) (in Favour of <b>MD, RISL, Jaipur</b> )	Rs. 2000/- (Rupees Two Thousand Only)
Estimated Cost	Rs. 1,21,00,000/- (Rupees One Crore Twenty One Lakh Only)
Earnest Money Deposit (EMD) (in Favour of <b>Registrar General, Rajasthan High Court, Jodhpur</b> )	2% of Estimated Cost
	0.5% of Estimated Cost for SSI/MSME
	1% of Estimated Cost for Sick Industries
NIT Publish Date	01.08.2025 at 10.00 AM
Document Download / Sale Start Date	01.08.2025 at 10.30 AM
Bid Submission Start Date	01.08.2025 at 11.00 AM
Document Download / Sale End Date	20.08.2025 at 05.00 PM
Bid Submission End Date	20.08.2025 at 05.00 PM
Tender Fee, Process Fee and EMD alongwith Tender Documents Submission Date & Time (bid will not be considered, if received after mentioned Date & Time)	21.08.2025 upto 01:00 PM
Technical Bid opening Date and time	21.08.2025 at 02.00 PM
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified Bidders

By Order

Registrar (Classification-II)

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## ABBREVIATIONS & DEFINITIONS

<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>Bidder</b>	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called offeror or quoter.
<b>Contract</b>	"The Contract" means a legally enforceable agreement entered into between Rajasthan High Court and the selected bidder(s) with mutual obligations. The Contract / Project Period shall be completion of Warranty & Support Services from the date of acceptance of the delivery of the all item of tender by
<b>Day</b>	"Day" means a calendar day as per GoR/ GoI.
<b>EMD</b>	Earnest Money Deposit
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	"Goods" means a tangible physical product that can be contrasted with a service, which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>ML</b>	Manufacturing License
<b>NIT</b>	Notice Inviting Tender
<b>OEM</b>	Manufacturer of Items
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement Committee
<b>PQ</b>	Pre-Qualification
<b>Project Site</b>	"The Project Site", wherever applicable, means the designated place or places
<b>PSD/ SD</b>	Performance Security Deposit
<b>Purchaser/ Tendering Authority</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RHC in this NIT document.
<b>NIT</b>	Notice Inviting Tender (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
<b>RHC</b>	Rajasthan High Court, Jodhpur
<b>RISL</b>	RajCOMP Info Services Limited
<b>Services</b>	"Services" means the services to be delivered by the successful bidder and as intangible equivalent of an economic good.
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>State Government</b>	Government of Rajasthan.
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Inspection Agency
<b>USB</b>	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller (usually a personal computer), which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
<b>VAT/ CenVAT/GST</b>	Value Added Tax/ Central VAT/ Goods and Services Tax
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Working Day</b>	A Working Day from 10:00 AM to 05:00 PM except Rajasthan Government Holidays.
<b>Purchase Officer</b>	Registrar General or any other officer authorized by Registrar General
<b>High Court</b>	Rajasthan High Court at Jodhpur
<b>Bidder/Tenderer/ Contractor/Agency</b>	Any registered entity engaging in business such as a Public Ltd, Proprietorship, Partnership, Private Concern or Corporation who participates in this tender and submits its bid and provides the Garden Services under the contract.
<b>Scope</b>	Standards of works mentioned in Section-I, which the Agency is required to take during the contract period.
<b>Price</b>	The price payable to the Garden service providing Agency under the work order for the full and proper performance of its contractual obligations.
<b>Parties</b>	Rajasthan High Court, Jodhpur acting through Registrar General or any other officer authorized by Registrar General, RHC, Jodhpur including its successors and assigns of the ONE PART and the agency/tenderer/contractor including its successors and assigns as the other party.
<b>Competent Authority</b>	The authority appointed by the Rajasthan High Court, Jodhpur.

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## INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1) Rajasthan High Court, Jodhpur invites electronic bid (eBid) proposals from reputed, competent Firms, who meet the minimum eligibility criteria as specified in this bidding document for “Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC, Jodhpur”, as detailed in this NIT document.
- 2) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
- 4) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) A single-stage two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) RHC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 8) No contractual obligation whatsoever shall arise from the NIT/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
- 9) RHC disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

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## RAJASTHAN HIGH COURT, JODHPUR

### Information and instructions to the bidders

#### A. Name of tender issuer and details of tender

1. Registrar General, Rajasthan High Court, Jodhpur, Phone No 0291-2888500-505, 288385 (Store Section) Fax: 0291-2888080 E-mail :- [hc-rj@nic.in](mailto:hc-rj@nic.in) & store-rhc@hcraj.nic.in
2. Tender notice will be published in the newspapers and on the official website <http://hcraj.nic.in>, <http://sppp.rajasthan.gov.in> and <https://eproc.rajasthan.gov.in> of the department as per the rules of the state government.
3. RHC will not be responsible for delay in submission due to any reason. For this, bidders are requested to submit the complete bid well in advance to avoid last moment issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
4. RHC disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
5. DD for Tender Fees & EMD and all the tender alongwith annexures should be submitted physically at the office of Tendering Authority as prescribed in NIT.
6. The office will not be bound to accept offer of L-1. Rate must be quoted in Annexure-1.
7. Tender received on time by the department will be opened before the bidders present on time and date indicated in the tender notice.
8. Bidder will have to upload all the documents regarding submission of tender on the website by signing and stamping the attachments along with the prescribed format and the stamp and one hard copy of these documents must be submitted before the last date in the office.
9. If any of the documents are missing or unsigned, the tender may be considered invalid by the department at its discretion.
10. The tender submitted on behalf of the Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the department.
11. The Rajasthan High Court will have full right to accept or reject the tender, whole or part, at any level and there will be no consultation with the tenderers of rejected / canceled tenders.
12. In addition to the conditions stated in the tender form, no other conditions of the bidder will be accepted.
13. The bidder not complying with the terms & conditions of the tender and offers indicating exceptions / deviations will be rejected. The tenderer must fill and submit the tender document without any additions or alterations in the tender document. No page shall be removed from or added to the complete set of tender document issued or downloaded. Incomplete tenders and those submitted not as per the instructions are liable to be rejected.

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## **B. Eligibility criteria and related guidelines**

### **(1) Eligibility Criteria**

- (a) The bidder must possess a minimum of **three years' experience** in providing garden services, including maintenance of gardens/lawns, hedges, shrubs, plants, and potted plants (both indoor and outdoor), specifically in **Government Departments, Courts, Government Undertakings, Schools, or Hospitals**.
- (b) The bidder's **average annual financial turnover** during the last three financial years, ending on **31st March of the previous financial year**, must be **at least equal to 100% of the tender/order value**.
- (c) The bidder must enclose **experience certificates for the last three years**, along with supporting documents, demonstrating similar work undertaken in **Government Departments, Courts, Government Undertakings, Schools, or Hospitals**.
- (d) The bidder must also submit:
- At least **two work orders** of similar nature, each amounting to **25% of the tender value**, **OR One work order** of similar nature amounting to **50% of the tender value**.
- (e) If the tender is submitted by a person other than the **Director, Proprietor, Partner, Owner, or Company Secretary** of the firm/company, an **authorization document** must be enclosed. This document should be issued and attested by the Director, Proprietor, Partner, Owner, or Company Secretary, authorizing the individual to submit the tender on behalf of the firm/company.
- (f) The bidder must either Own a **nursery**, **OR Be in a valid contractual agreement** with a nursery.

### **(2) Registration**

(a) The bidder must be registered under one of the following legal frameworks:

- As a company under the **Companies Act, 1956 or 2013**
- As a partnership firm, including **Limited Liability Partnership (LLP)** under the **Partnership Act, 1932**
- As a **sole proprietorship** firm under applicable laws

- A **certificate of incorporation or registration** must be enclosed with the tender form.

(b) Bidders shall be **ineligible** if:

- Any legal suit or criminal case is pending against the **proprietor, partner, sole director, or any director** (in case of a Private Limited Company)
- Any of the above individuals has been **convicted for moral turpitude** or for **violation of prevailing laws**

(c) The bidder must be registered with the appropriate authorities under:

- The **Employees' Provident Fund (EPF) Act**
- The **Employees' State Insurance (ESI) Act**
- The **Contract Labour (Regulation and Abolition) Act**, or any other applicable labour legislation

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(d) The bidder must be registered with the **Income Tax Department** and possess a valid **Permanent Account Number (PAN)** applicable to the individual, firm, or company. **Self-attested copies** of relevant documents must be attached with the tender submission.

### (3) Documents supporting the Minimum Eligibility Criteria

- Self-attested copy of GST registration
- Self-attested copy of Certificate of incorporation
- Self-attested copy of the E.S.I & E.P.F registration certificate
- Self-attested copy of PAN card in respect of individual/firm/company as the case may be.
- GST Number
- CA's Certificate for turnover
- Details of Agreement / Work order/ Certificate regarding experience criteria as mentioned in eligibility criteria
- Along-with copies of relevant documents.

### (4) Other General and Specific Criteria

(a) The bidder must account for any **revisions in applicable minimum wages** and other **statutory welfare measures** (e.g., under the Workmen's Compensation Act and other labour laws) while submitting the bid.

(b) If the bidder provides **false information**, suppresses material facts, or makes **misleading representations**, or creates circumstances leading to acceptance of such a bid, the Rajasthan High Court, Jodhpur reserves the right to **reject the bid at any stage** or **cancel the order post-acceptance**, at the **risk and cost of the bidder**.

(c) All pages of the tender document, including annexures, must be **signed and stamped** by the bidder at the **lower right-hand corner**, wherever applicable.

(d) The tender document must be free from **interlineations, erasures, or overwriting**, except where necessary to correct errors. Such corrections must be **initialed by the bidder** and accompanied by the **firm's/company's stamp**.

(e) The bidder or any of its partners/directors must **not be blacklisted or debarred** by any government agency or department, nor found guilty of **moral turpitude, economic offences, or violations of labour laws** by any court or competent authority.

(f) For all legal and practical purposes, the service provider shall be deemed the **"Employer"** under applicable labour laws for all personnel deployed. Such personnel shall have **no claim of employment** with the Rajasthan High Court and shall remain employees of the service provider.

(g) The bidder shall be **fully responsible** for obtaining necessary **licenses, employee insurance, transportation, and payment of wages/salaries**. The High Court shall bear **no liability** in these matters.

(h) The bidder must comply with all **central, state, and local regulations** pertaining to labour and workmen. The High Court reserves the right to **investigate and adjudicate complaints** related to such compliance.

(i) Bidders are explicitly informed that bids failing to meet the **minimum eligibility criteria**, or those **not accompanied by the requisite EMD, Tender Fee, and Process Fee**, or missing any other stipulated requirements, are **liable to be rejected**.

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(j) The tender process shall follow a **Single-Stage Two Envelope evaluation** as per the **RTPP Rules, 2013**. Only those bids that pass the **technical scrutiny** of documents related to experience, turnover, licenses, and certifications shall be considered for **financial evaluation**.

## C. Scope of Work and Work Details

(1) **Validity of Quoted Rates** - The quoted rates must remain valid for a period of **180 days** from the date of closing of the tender. The overall offer and quoted prices shall remain **unchanged during this validity period**. Any bid quoting a shorter validity period shall be treated as **non-responsive** and may be **rejected**.

(2) **Period of Contract** - The contract shall be for a duration of **two years**, subject to the following conditions:

- Initially, a **work order will be issued for one year**.
- The **second-year work order** will be issued **only upon satisfactory completion** of services during the first year.
- The contract period may be **extended further** at the same rates, terms, and conditions, in accordance with the **Rajasthan Transparency in Public Procurement Act, 2012** and **Rules, 2013**, including any amendments thereto.

(3) **Total Area of Maintenance (a)** The scope includes **maintenance and cleaning** of:

- Gardens and lawns
- Hedges and shrubs
- Plants and potted plants (both indoor and outdoor) This applies to:
- Already developed areas including Dense Forestation Area**, and
- New plantations** undertaken during the tender period

Details of the specific areas and plant counts are provided as under:

S.No.	Particulars	Quantity(Approximately)
1.	Total Lawn Area for maintenance, weeding, cleaning and manuring applying insecticide/ pesticide/ fungicides/ cholorophyriphos or any other protection materials etc.	58500 Sq. Mt.
2.	Total Area of Lawn for Cutting with Power Machine/ Mannual	205 Hectare
3.	Watering of Group plantation at the bed including watering with own tanker	Lawn Area 58500 Sq. Mt. Hedge Area 5900 Sq. Mt. Total Area 64400 Sq. Mt.
4.	Total Area of Hedge, shurbs	5900 Sq. Mt.
5.	Total Number of Potted Plants	3600 Pots (approx)
6.	Total Number of Big/ Small Plants & Trees	3700 Nos. (approx)**
7.	Total Number of Tahnvala	3700 (approx)
<b>** Out of these plants and trees some plants, trees planted outside/inside of High Court Building for beautification will also have to be maintained by the bidder.</b>		

(b) Following Materials may require to maintiain garden, plants etc. any other material or extra quantity, if required than such material has to be used by the successful bidder on their own expenditure:-

S.No.	Particulars	Quantity(Approximately)
1.	fertilizer (NPK 19-19-19) 50kg (1 Bag)	<b>25 Nos.</b>
2.	Cow Dung One dumper=14 Cum	30 Dumper
3.	D.A.P. 50 kg (1 bag)	<b>50 Nos.</b>
4.	Super Phospate 50 kg	<b>20 Nos.</b>
5.	Murrate Photash 50 kg	<b>20 Nos.</b>

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6.	Cholorophyriphos 20 Ec.	600 Ltr,
7.	Insecticide/fungicide/Antitermite	18 Ltr

## (4) General Terms & Condition

- The bidder shall submit an undertaking affirming that **minimum wages**, as notified by the government, will be paid to all workers/supervisors engaged for this assignment.
- The successful bidder shall be responsible for complying with all **statutory obligations and deductions** under applicable Acts, Rules, Circulars, and Orders issued by the Central and State Governments. Any compensation or claims by daily wage earners/workers appointed through the bidder shall **not be borne by the office**.
- Photo identity cards** for horticulture workers will be issued by the office. The **cost shall be borne by the bidder**, and entry into the premises shall be permitted **only upon presentation of the identity card**.
- Workers must enter the premises in the **prescribed uniform**, which shall be provided by the bidder at their own cost. The uniform design will be finalized by the office. If a worker resigns or is replaced, the bidder must **notify the office** and **submit the identity card** of the outgoing worker. All related expenses shall be borne by the bidder.
- The **daily attendance** of horticulture workers deployed for the assignment must be submitted to the office.
- The bidder shall be **fully responsible for the conduct and character** of the personnel engaged. If required by the office, **police verification certificates** must be provided.
- Along with each invoice, the bidder must certify that **wages have been paid in accordance with the Minimum Wages Act**.
- The bidder and horticulture workers shall **not consume intoxicants** within the premises. Any violation shall invite **appropriate disciplinary action**.
- If the bidder fails to execute the assigned work, they shall bear the **entire cost incurred by the department** in engaging an alternate contractor. Failure to reimburse such costs shall result in **action as per applicable rules**.
- Payment for horticulture services shall be made **monthly**, subject to **satisfactory performance**. Bills must be submitted in **triplicate** and will be processed after **certification by the concerned officer**. In case of unsatisfactory work, **deductions will be made** as per rules.
- The successful bidder must submit the **Performance Security Deposit (PSD)** and **agreement letter** within **seven days** from the date of issuance of the Letter of Intent (L.O.I.).
- The **Registrar General, Rajasthan High Court** reserves the right to **cancel the contract at any stage**. Acceptance of the **lowest bid is not mandatory**.
- The bidder shall **not sublet the work**. Any violation will result in **termination of the contract** and **forfeiture of the PSD**.
- In case of any dispute, the decision of the **Registrar General, Rajasthan High Court** shall be **final and binding**. The **jurisdiction** for any legal proceedings shall be **Jodhpur**.
- If any worker is found **violating confidentiality** or **tampering with documents/files/PUCs**, the **contractor shall bear full responsibility**, and **appropriate action** shall be taken against the individual.

## (5) Penalty Clause: -

In the event of the following deficiencies during the contract period, a **penalty of ₹500 per default** shall be imposed for items listed under points (b) to (e), as determined by the competent authority of the Rajasthan High Court, Jodhpur. **Repeated non-compliance** may result in **termination of the contract**.

### (a) Absence of Manpower

- ₹250 per day per worker for absence
- ₹500 per day for absence of the supervisor

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## (b) Failure to Apply Horticultural Inputs

- Non-application of insecticides, pesticides, fertilizers (e.g., cow dung, NPK, manure) despite instructions from the site officer

## (c) Failure to Execute Maintenance Activities

- Includes watering, digging and widening of thavala, pruning of trees, trimming and cutting of hedges and plants

## (d) Failure to Perform Scope of Work Tasks

- Any other work specified in **(Scope of Work)** not executed during the calendar month

## (e) Penalty Recovery

- The penalty amount shall be **deducted from the monthly bill, Performance Security Deposit (PSD), or both**, as applicable

## (6) Other Details: -

- (a) The primary objective of horticulture services is to ensure that the entire office premises reflect a **lush, green, and aesthetically pleasing environment**, featuring well-maintained lawns, parks, and flowering plants. This contributes to a positive work atmosphere, enhances environmental friendliness, and creates a favorable impression on visitors and the public. The contractor shall undertake **all necessary activities**, whether explicitly mentioned or implied, to maintain the premises in a **presentable and vibrant condition at all times**.
- (b) The firm must have **two vehicles** available—either owned or under contract—for the **transportation of personnel and materials** to designated locations, as per instructions issued by the High Court.
- (c) The bidder shall submit an **undertaking along with the bid**, confirming that they have **inspected all three locations**:
  - a. Rajasthan High Court
  - b. Rajasthan High Court Guest Houses (C-30 & C-42)
  - c. Secretariat office of Hon'ble The Chief Justice and Administrative Judge at Jodhpur.

The bidder must acknowledge familiarity with the **area, gardening methods, and required equipment**.

- (d) The contractor shall be responsible for the **maintenance of all existing potted plants** placed within the premises.
- (e) Skilled gardeners shall be **deputed daily** for tasks such as watering, manuring, pruning, and relocating potted plants as directed by the **Officer-in-Charge or Landscaping Expert**. The duties listed are **indicative and not exhaustive**.
- (f) The contractor shall deploy **efficient and competent gardeners** to ensure that all tasks outlined in the scope of work are executed to the **satisfaction of the High Court**. **Attendance records** of the gardeners must be properly maintained and made available for inspection.
- (g) The **deployment schedule** of gardeners may be **flexible** and subject to change based on workload and requirements. The contractor must provide **substitute personnel** in case of absenteeism.
- (h) **Weed removal and trimming of lawn grass** using lawn mowers shall be carried out **at least two to three times per month**, or more frequently if required.
- (i) **Mowing of lawns** shall be performed **twice to thrice per month**, or as needed to maintain optimal appearance.

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- (j) Maintenance of shrubs and hedges shall be carried out **two to three times per month**, or more frequently if required.
- (k) **Sweeping and cleaning** of the garden shall be performed **regularly** or as directed by the officer at site or competent authority.
- (l) **Digging and widening of plant beds (“thanvala”)** shall be done on a regular basis or as and when required.
- (m) **Watering of plants, shrubs, and lawn areas** shall be done **daily during April to June**, and otherwise **once every 2–3 days**, depending on weather conditions.
- (n) Records of all horticultural activities—such as **weeding, watering, cutting, cleaning, digging, mowing, and widening of “thanvala”**—shall be maintained systematically and **verified by the site officer or competent authority**. Copies must be submitted at the time of payment.
- (o) The High Court shall provide sufficient water for horticulture purposes. **Wastage of water is strictly prohibited**; any such occurrence shall attract a **penalty**, the amount of which shall be determined and recovered by the High Court, Jodhpur.
- (p) In case of emergency or water shortage, the contractor shall **arrange water at their own cost**, including **hire charges for tankers, tractors, etc.**
- (q) A minimum of **40 personnel** (excluding supervisor) shall be deployed:  
a. 1 Supervisor (qualified in horticulture)  
b. 20 Skilled labourers (experienced in garden maintenance)  
c. 20 Unskilled labourers All personnel must be **present on-site at all times** during execution of work.
- (r) The contractor shall provide a **list of deployed personnel and supervisor** to the office for monitoring and supervision.
- (s) The **supervisor must hold a Degree or Diploma in Horticulture Science** or an equivalent qualification from a recognized university.
- (t) Upon issuance of the Letter of Intent (LOI), the successful contractor must submit a **list of machines, equipment, and materials** to be used. Failure to do so may result in **cancellation of LOI and forfeiture of EMD**.
- (u) **Advance payment shall not be made**. Payment will be released **only after satisfactory completion of work**. If the contractor fails to perform as per tender terms, the office may engage another firm at the **risk and cost of the defaulting contractor**.
- (v) Manpower may be **increased during special events or occasions**, as per directions.
- (w) The contractor shall maintain a **register of chemical fertilizer consumption** (e.g., D.A.P., phosphate, chlorpyrifos), which shall be **verified monthly** by the office.
- (x) The contractor may use the **existing irrigation system**. Upon contract completion, the system must be **handed over in good condition**. Any damage shall be recovered from the contractor.
- (y) **Electricity supply** for mowing or other horticultural activities shall be provided by the High Court.
- (z) The contractor shall ensure **healthy growth of all plants and trees** and report progress periodically. Any damaged plant must be **replaced immediately**.
- (aa) Regular watering of lawns and plants shall be ensured **after the rainy season** to promote lush growth.
- (bb) **Insecticides and pesticides** shall be applied **as needed or as directed** to prevent pest damage.
- (cc) The contractor shall undertake **irrigation, weeding, soil working, pruning, and fertilization**. Protection measures such as **staking and sutli** shall be arranged at the contractor’s cost.
- (dd) Plants that fail to grow or are in poor condition must be **replaced** by the contractor.
- (ee) The contractor shall **indemnify the High Court** for any damage caused to pipelines or sprinklers.
- (ff) **Potted plants** shall be arranged inside the building as directed and returned to the garden post-event.
- (gg) **Hydraulic trolleys** shall be used for transporting plants. Any damage to pots or plants shall be **recovered from the contractor’s bill**.
- (hh) The contractor shall **dispose of garden waste daily** and maintain cleanliness of garden and pathways.
- (ii) The contractor is responsible for maintaining **all existing and newly developed horticultural features**, including **watering, manuring and pest control**.

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- (jj) If the contractor **defaults on contractual obligations**, the office may engage another firm at the **cost of the original contractor**, as per prevailing rules.
- (kk) The contractor must maintain a **100% inventory of consumable items** at all times.
- (ll) All **testing and laboratory charges** for materials shall be borne by the contractor. Records must be maintained and made available for inspection.
- (mm) The High Court will provide **storage facilities**. If unavailable, the contractor shall arrange temporary storage at their own cost.
- (nn) Watering, cutting, and digging of “thanvala” for trees shall be done **as required**, including **anti-termite treatment**.
- (oo) **Soil and organic fertilizers** shall be applied as directed.
- (pp) The contractor shall **visit the site at least twice a month** and submit a **growth report** to the competent authority.
- (qq) No **pesticide, fertilizer, or urea** shall be applied without **prior approval** from the competent authority.
- (rr) **Indoor potted plants** at Judges’ Entry shall be watered **before and after court hours**.
- (ss) All materials must be **tested at the contractor’s cost** and approved by the site officer or competent authority.
- (tt) Materials such as **anti-termites and fungicides** must be **readily available in the store**.
- (uu) The contractor shall ensure availability of **tools and machines** (as per Annexure 2) in **good working condition** for daily operations.
- (vv) Where pipelines and sprinklers are absent, water shall be **transported through pipes**. Installation of irrigation systems at contractor’s cost is permitted with **prior approval**.
- (ww) **Spoiled lawn patches** must be replaced with **fresh grass of the same quality**.
- (xx) Any **additional instructions** issued by the Rajasthan High Court shall be **binding** on the contractor.
- (yy) The contractor shall **not sublet or transfer** the assigned work under any circumstances.

## D. Method for submission of the Proposal

Proposals shall be received on e-portal i.e. <http://eproc.rajasthan.gov.in> by Project Authority in two parts i.e. Technical Proposal and Financial Proposal (BoQ), in two separate cover.

a. First Envelope containing Technical bid shall include the following documents:

SNo.	Documents Type	Document Format
<b>Fee Details</b>		
1	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker’s Cheque
2	RISL Processing Fee	Scanned copy of DD/ Banker’s Cheque
3	EMD (2% of estimated cost)	Scanned copy of DD/ Banker’s Cheque/ Bank Guarantee as per RTPP Act, 2012
	0.5% of Estimated Cost for SSI/MSME	
	1% of Estimated Cost for Sick Industries	
<b>Pre-Qualification Documents</b>		
4	Tender Form	as per Annexure-3
5	Bio – Data of the Bidder	as per Annexure-4
6	Experience Certificate	as per Annexure-5
7	Format of Covering Letter	as per Annexure-6
8	Self Declaration- No Blacklisting	as per Annexure-7
9	Certificate of Conformity/No Deviation	as per Annexure-8
10	Performance Bank Guarantee	as per Annexure-9
11	Draft Agreement Format	as per Annexure-10
12	RTGS Details	as per Annexure-11
13	Items to be supplied by the Tenderer	as per Annexure-2
14	List of necessary required document for qualifying in technical Bid	As per Annexure-12

Second Envelope containing Financial bid shall include the following documents:

1	Price Bid	as per Annexure-1
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Note : Price Bid needs to be submitted only on e-procurement website as per the BoQ template.

B. Online Bids submitted in TWO Envelopes as Follows:

<b>Following documents (Sr. no. 1 to 2) to be provided as PDF file in one cover</b>			
Sr.	Documents	Content	File Types
1.	EMD and Fee	The scanned copy of EMD and FEE instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the NIT & Complete BID Document.	.PDF

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## Following document to be provided as xls file in other cover

1.	Financial Bid (BOQ)	Price bid BOQ as per Annexure – 1	.XLS
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### E. Evaluation of Proposals

- Only proposals received by the due date and time at the designated location shall be considered for evaluation.
- To facilitate evaluation, the **Office of the Registrar General, Rajasthan High Court** may, at its sole discretion, seek **written clarifications** from any contractor.

### F. Modification/Withdrawal of Proposal

- No proposal shall be **withdrawn, substituted, or modified** after the **last date and time** fixed for receipt of bids.

### G. General Instructions to Contractors

- (a) Incomplete proposals or those inconsistent with the requirements of the Notice Inviting Tender (NIT), or lacking the Covering Letter or required documents in specified formats, may be deemed **non-responsive** and liable for **rejection**.
- (b) Contractors must strictly adhere to the **prescribed formats** wherever specified.
- (c) All communication and information must be submitted **in writing**.
- (d) No changes or supplementary information shall be accepted after submission. However, the **Project Authority** reserves the right to seek additional information or clarifications during evaluation. Failure to respond may result in **rejection**.
- (e) Evaluation shall be conducted as per the criteria specified in the NIT. The **Rajasthan High Court** reserves the right to **modify evaluation parameters**, which shall be applied **uniformly** to all contractors.
- (f) Each contractor must designate a **Contact Person and Authorised Representative and Signatory**, empowered via **Power of Attorney** to represent the firm and perform all tasks. The Covering Letter must be signed and stamped by the Authorised Signatory.
- (g) Submission of information does not automatically confer eligibility. The **Evaluation Committee** reserves the right to **verify all submitted information**.
- (h) If any claim or information is found to be **false or materially misleading**, the proposal shall be liable for **rejection**. Clerical errors or bona fide mistakes may be excused at the sole discretion of the **Purchase Committee**.
- (i) The contractor shall bear all costs associated with the preparation and submission of the proposal. The **Rajasthan High Court** shall not be responsible for any such costs.

### H. Time Schedule for Submission

- The **Evaluation Committee** may, under exceptional circumstances, revise the submission schedule by issuing **addenda**. Such changes shall be communicated via:
  - [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)
  - [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in)
  - [hcraj.nic.in](http://hcraj.nic.in)

### I. Grievance Redressal

- Contractors shall refer to **Annexure C** for the procedure related to **Grievance Redressal** during the NIT process.

### J. Earnest Money Deposit (EMD) and Performance Security Deposit (PSD)

- (a) Contractors must submit **2% of the estimated tender cost (0.5% of the estimated tender cost for SSI/MSME and 1% of the estimated tender cost for Sick Industries)** as EMD via **Demand Draft or Cash**, payable to **Registrar General, Rajasthan High Court, Jodhpur**. The EMD must be enclosed with the bid.

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- (b) A Performance **Security Deposit of 5%** of the estimated tender cost must be deposited within **7 days of work order issuance**, as per **Rule 75 of RTPP Rules, 2013**. The EMD shall be adjusted against this deposit.
- (c) Bids submitted without EMD or with insufficient EMD may be **rejected without assigning any reason**.
- (d) EMD of **unsuccessful contractors** shall be refunded after completion of the bidding process.
- (e) EMD shall be **forfeited** under the following circumstances:
- Withdrawal or modification of bid during the validity period
  - Failure to sign the contract after acceptance
  - Failure to furnish the balance of PSD
  - Failure to commence work within the stipulated time

**E. Forfeiture of Performance Security Deposit (PSD):** The amount of Performance Security Deposit shall be forfeited under the following circumstances.

- (a.) If the bidder fails to comply the terms & conditions of the tender documents.
- (b.) If the bidder fails to provide satisfactory work as specified in the tender documents.
- (c.) Notice will be given to the tenderer giving reasonable time before forfeiting the deposited security deposit.

**F. Refund of Security Deposit:** The security deposit will be refunded to the bidder three months after the contract expires.

**G. Safety of the Workers**

- (a) The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's compensation Act 1923(VIII of 1923) (hereafter called the said act) for injuries caused to the workmen.
- (b) The contractor shall be responsible for and shall pay the expenses or provide any medical aid to any workman who may suffer bodily injury as a result of an accident.
- (c) The High Court is not responsible for any compensation/damages for any causality caused to the labourer during the work. The contractor shall provide all necessary personal safety equipment and first aid apparatus to the workers employed on the site and shall maintain the same in condition suitable for immediate use at any time. Any injury/accident/death to the worker during the contract period shall be the responsibility of the contractor, and the compensation, etc. Payable under the labour laws shall be paid by the contractor.
- (d) The tenderer shall not employ the Child Labour.
- (e) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (f) It is the responsibility of the contractor that the fertilizer, Manure & Pesticide etc. shall be used are user friendly i.e. there should not be any dander poisoning/terrible smell/infection which may cause any disease/untoward incident.
- (g) Smoking, chewing pan, consumption of Gutkha, tobacco, alcohol any other drugs banned by Government are prohibited in the premises.

**H. Unsatisfactory Work**

Work must be done satisfactorily under the direct and personal supervision of the Rajasthan High Court. The bidder must appoint a qualified Mali-cum-Supervisor (specialized in garden/ horticultural works) for supervision of works.

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The bidder/tenderer/contractor shall be solely responsible for execution of all works mentioned in scope of work. The Officer In-charge will certify the works done. If the works are found to be unsatisfactory, then proportionate deduction will be made from the bill of contractor and this may even lead to termination of the contract. The decision of the competent authority in the Rajasthan High Court, Jodhpur shall be final and binding on the contractor in such manner.

## **I. Damage to Govt. Property**

- (a) Compensation for all damages done intentionally or unintentionally by contractor's workmen whether in or beyond the limits of Govt. property including any damage caused by spreading of fire etc., shall be estimated by the In-charge subject to the decision of the Competent authority of High Court, and the contractor shall bound to pay the amount of the assessed compensation of demand, failing which, the same will be recovered from the bill of the contractor.
- (b) The contractor shall be responsible for making good the damages done to the existing property or work during any construction by his workers.

## **J. CLAIMS**

No extra work shall be done without the written permission of the competent authority in High Court. No claim of extra work shall be entertained.

## **K. Force Majeure**

- (a) **Protection from breach:** Neither party is liable for failure to perform due to uncontrollable events (e.g. natural disasters, strikes).
- (b) **Vendor-specific relief:** If the vendor's operations are disrupted due to strike or lockout at the High Court or locally, the High Court bears no liability for resulting losses.

## **L. Post-Payment Audit & Technical Examination**

- **Audit window:** The High Court may audit final bills and supporting documents within **2 years** of final payment.
- **Recovery mechanism:**
  - If **overpayment** is discovered, the vendor must refund the excess.
  - If **underpayment** is found, the High Court shall compensate the vendor accordingly.

## **M. Applicable Law**

- **Legal framework:** Governed by laws of India and Rajasthan, including:
  - **Rajasthan Transparency in Public Procurement Act, 2012 and RTPP Rules 2013**
  - **Rules of GF&AR-II**
- **Jurisdiction:** All disputes to be settled exclusively in **Jodhpur**.
- **Amendment rights:** The High Court may modify tender terms via public notification.

## **N. Change of Ownership**

- **Termination of obligations:** Vendor's contractual obligations cease immediately upon change of ownership.

## **O. General Provisions**

- **Supersession clause:** This agreement overrides all prior communications.
- **Amendments:** Only valid if made **in writing** and signed by both parties.

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## **P. Arbitration Clause**

- **Dispute resolution:** Disputes referred to the **High Court of Rajasthan** for arbitrator appointment.
- **Finality:** Arbitrator's award is **binding**.
- **Venue & expenses:** Arbitration held at **Jodhpur**, expenses at arbitrator's discretion.
- **Legal basis:** Governed by **Arbitration Act, 1996** and applicable amendments.

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## Annexure-A Compliance with the Code of Integrity and No Conflict of Interest

### A. Code of Integrity

Any person participating in the procurement process shall:

- (a) Not offer any bribe, reward, gift, or material benefit—directly or indirectly—to gain unfair advantage or influence the procurement process.
- (b) Not misrepresent or omit information that misleads or attempts to mislead, with intent to obtain financial or other benefit or avoid an obligation.
- (c) Not engage in **collusion, bid rigging, or anti-competitive behavior** that compromises transparency and fairness.
- (d) Not misuse information shared between the procuring entity and bidders to gain unfair advantage.
- (e) Not indulge in coercion, including threats or harm—directly or indirectly—to influence the procurement process.
- (f) Not obstruct any **investigation or audit** related to the procurement process.
- (g) Disclose any **conflict of interest**, if applicable.
- (h) Disclose any **past transgressions** with any entity in India or abroad during the last three years, including any **debarment** by a procuring entity.

### B. Conflict of Interest

A bidder shall not have a **conflict of interest** that could improperly influence their performance, obligations, or compliance. A bidder may be deemed to have a conflict of interest if:

- (a) They share **controlling partners/shareholders** with another bidder.
- (b) They receive or have received **direct/indirect subsidies** from another bidder.
- (c) They have the **same legal representative** as another bidder.
- (d) They have a relationship—directly or via third parties—that allows access to or influence over another bidder’s proposal or the procuring entity’s decisions.
- (e) They participate in **more than one bid** in the same process (except as a subcontractor not otherwise bidding).
- (f) They or their affiliates were involved as **consultants** in preparing the design or technical specifications of the subject matter.
- (g) They or their affiliates are hired or proposed to be hired as **engineer-in-charge or consultant** for the contract.



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## Annexure-B

### Declaration by The Bidder regarding Qualification

#### Declaration by the Bidder

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bid No. .... Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:  
Place :

Signature of Bidder  
Name:  
Designation:  
Address:

दिनांक :  
स्थान :

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मय पता सील मोहर



## Annexure-C Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

**(1) Filling an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the or the Guidelines issued thereunder, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

**(4) Appeal not to lien in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- Determination of need of procurement;
- Provisions limiting participation of Bidders in the Bid process;
- The decision of whether or not to enter into negotiations;
- Cancellation of a procurement process;
- Applicability of the provisions of confidentiality

**(5) Form of Appeal**

- An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for Filling Appeal**

- Fee for filling appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
  - Hear all the parties to appeal present before him; and
  - Peruse or inspect documents, relevant records or copies there of relating to the matter.
- After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

Form No. – 1  
Memorandum of Appeal  
(See sub-rule 1 of rule 83)

## Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ..... of

Before.....(Appellate Authority)

1 Particulars of appellant:

(i) Name and father's name of the appellant :.....

(ii) Official address :.....

(iii) Residential address :.....

2. Name and address of the respondent(s)

(i) .....

(ii) .....

(iii) .....

2. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

3. If the Appellant proposes to be represented by :.....

a representative the name and postal address .....

of the representative. ....

5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:- .....

.....(Supported by an affidavit)

7. Prayer

Place .....

Date .....

Appellant's Signature

दिनांक :

स्थान :

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## Annexure-D

### Additional Conditions of Contract

#### 1. Correction of arithmetic errors.-

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

#### 2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods/services of the original **contract on same terms and conditions**. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

#### 3. Dividing quantities among more than one bidder at the time of award.-

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## ANNEXURE-1: PRICE BID(BoQ) (on e-Proc website):

Validate

Print

Help

### Item Rate BoQ

Tender Inviting Authority: Registrar General, Rajasthan High Court, Jodhpur

Name of Work: NIT for Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC

Contract No: HC/SK/Procurement/2025-26/16 Dated 30.07.2025

Name of the Bidder/ Bidding Firm / Company :

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate (incl. all taxes) in Rs. P	RATE In Figures To be entered by the Bidder Rs. P (incl. all taxes)	TOTAL AMOUNT With all Taxes in Rs. P (incl. all taxes)	TOTAL AMOUNT In Words(incl. all taxes)
1	2	4	5	6	13	53	55
1	<b>Work Contract for Gardening and Lawn Development</b>						
1.01	Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC	1.000	Nos.	12100000		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

दिनांक :  
स्थान :

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# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## Annexure- 2 Items to be Supplied/Provided

The supplied items shall include the following but not limited to the following:

List of items to be supplied / used (All items should be approved by the High Court)

S.No.	Category	Approximate quantity	Brand Name (if any)
1.	Lawn Mower (24 Inch) (Three Phase)	7	
2.	Lawn Mower (Electric) (18 Inch)	9	
3.	Tractor with water tanker & trolley	3	
4.	Pruning Shears	22	
5.	Hedge Shears	11	
6.	Hedge Trimmer Cutting (Electric)	5	
7.	Brush Cutter	9	
8.	Spud (Khurpee)	45	
9.	Garden spades (Phawda)	11	
10.	Garden spades (Geti)	11	
11.	Tree Trimer (Karoti)	3	
12.	Water shower	12	
13.	Sprayer Machine for insecticide and pesticide (15 Liter)	11	
14.	Hydraulic trolleys (Pot mover)	6	
15.	2 Inch hose pipes	1000 feet	
16.	1 Inch hose pipes	1000 feet	
17.	Pan (Tagari)	35	
18.	Buckets (10 to 15 liter)	25	
19.	Mug	25	
20.	Sutli	(As required)	
21.	Bamboo for supporting plants (6 to 10 feet)	(As required)	
22.	Rideon Lawn Mover Machine for Grass Cutting type Wheel Tractor	01 (one)	

Note: (i) The Bidder will attach the List of machines, Brand name of machine, Number of tools used or proposed to be used in maintenance work.

दिनांक :  
स्थान :

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मय पता सील मोहर



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## ANNEXURE-3

### RAJASTHAN HIGH COURT, JODHPUR

Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC

NIT No. HC/SK/Procurement/2025-26/16

Dated 30.07.2025

Addressed to :

Name of the Tendering Authority	Registrar General
Address	Rajasthan High Court High Court Campus, Jodhpur, (Rajasthan) – 342001
Telephone	0291-2888500-505
Tele Fax	0291-2888080
Email	<a href="mailto:hc-rj@nic.in">mailto:hc-rj@nic.in</a> (clearly mention the NIT no. in the subject of the mail)

Firm Details :

Name of Firm	
Name of Contact Person with Designation	
Registered Office Address	
Address of the Firm	
Year of Establishment	
Type of Firm (Public Limited/ Private Limited/ Partnership/ Proprietary)	
Telephone Number(s)	
Email Address/ Web Site	Email: _____ Web-Site: _____
Fax No.	
Mobile Number	
Certification/Accreditation/Affiliation, if Any	

- 1) The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- 2) The requisite RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC \_\_\_\_\_ dated \_\_\_\_\_.
- 3) The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- 4) Bank Detail for RTGS \_\_\_\_\_ Account No. \_\_\_\_\_ IFSC Code \_\_\_\_\_ MICR No. \_\_\_\_\_ Branch Name \_\_\_\_\_
- 5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

दिनांक :

स्थान :

हस्ताक्षर निविदादाता

मय पता सील मोहर



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## ANNEXURE-4

### Rajasthan High Court, Jodhpur

Tender for Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC

NIT No. HC/SK/Procurement/2025-26/16

Dated 30.07.2025

### "Bio-Data of the Bidder"

1.	Name of the Company / Agency				
2.	Registered Office	Address			
		Contact No.			
3.	Name of the Promoters of the Company				
4.	Is the Company / Agency is Registered fill Registration Number				
5.	Registration is valid up till date				
6.	Name and Address of the Directors/Office bearers of the Company/Agency				
	S.No.	Name	Qualification	Post	Telephone Nos. & Mobile Nos.
	1				
	2				
	3				
	4				
	5				
	Notice:-Annex a separate list in above format if space provided is not sufficient.				
7.	Local (Jodhpur) Address & Name of contact person of the Company/Agency				
8.	Contact Person(s) with full address and telephone & Mobiles numbers at Jodhpur				
	S.No.	Name	Qualification	Post	Telephone Nos. & Mobile Nos.
	1				
	2				
	3				

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## ANNEXURE-5 Experience of Gardening Work

### Rajasthan High Court, Jodhpur

Tender for Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC

**NIT No. HC/SK/Procurement/2025-26/16**

**Dated 30.07.2025**

Name of Institution/Department	Government/Semi-Government/Private	Tenure (Copy of work order be submitted along with certificate)	From date to date	Is presently working in this department (Yes/No)

दिनांक :  
स्थान :

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मय पता सील मोहर



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## **ANNEXURE-6: FORMAT OF THE COVERING LETTER** (The covering letter is to be submitted by the Bidder as a part of the NIT)

Date:

Place:

Registrar General  
Rajasthan High Court,  
Jodhpur

Dear Sir,

Sub: Selection of a Bidder for Rate Contract for Annual Comprehensive Maintenance (AMC) of Garden/Lawns, Hedges, Shrubs, Plants and Potted Plants etc., in the office premises at Rajasthan High Court Jodhpur, High Court Guest House (C-30 & C-42), Secretariat Office of Hon'ble the Chief Justice, Secretariat Office of Hon'ble the Administrative Judge at Jodhpur and Maintenance of Dense Forestation Area at RHC

Please find enclosed copy (original) of our tender (NIT) in response to the issuance of NIT by RHC for Selection of a Bidder for aforesaid work. We hereby confirm the following:

- The NIT is being submitted by ..... (Name of the Bidder) in accordance with the conditions stipulated in the NIT/NIT Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the NIT Document issued by Rajasthan High Court, Jodhpur and in any subsequent corrigendums sent by RHC. We agree and undertake to abide by all these terms and conditions. Our NIT is consistent with all the requirements of submission as stated in the NIT Document or in any of the subsequent corrigendum from Rajasthan High Court, Jodhpur
- ..... (mention the name of the Bidder), satisfy the legal requirements laid down in the NIT Document. We as the Bidder designate Mr./Ms.  
..... (mention name, designation, contact address, phone no., fax no., E-mail id, etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of .....[not less than 3 (three) months] from the last date for submission of the NIT. RHC may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)

(Authorised Representative/ Signatory) Name of the Person.....  
Designation..... (Kindly attach the authorization letter)

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

**ANNEXURE-7:**  
**SELF-DECLARATION – NO BLACKLISTING**  
{to be filled by the bidder}(on Rs. 100 Non-Judicial Stamp)

To,  
{Tendering Authority},

\_\_\_\_\_  
\_\_\_\_\_

In response to the Tender/ NIT: **HC/SK/Procurement/2025-26/16** Dated **30.07.2025** for {Project Title}, as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

**ANNEXURE- 8:**  
**CERTIFICATE OF CONFORMITY/ NO DEVIATION**  
{ to be filled by the bidder }

To,  
{Tendering Authority},

\_\_\_\_\_  
\_\_\_\_\_

**Reference : NIT: HC/SK/Procurement/2025-26/16**

**Dated 30.07.2025**

**CERTIFICATE**

This is to certify that, the Gardening work which I/ We have mentioned in the Technical bid, and which I/ We shall gardening work if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर



# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

## ANNEXURE-9:

### PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper accordance with Stamp Act and to be issued by a  
Nationalised/ Scheduled bank having its branch at Jodhpur)

(Payable at Jodhpur)

To,  
Registrar General,  
Rajasthan High Court,  
Jodhpur.

1. In consideration of the Rajasthan High Court, Jodhpur (RHC) (hereinafter called "RHC") having agreed to exempt M/s ..... (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated ..... made between the Rajasthan High Court, Jodhpur through Registrar General and ..... (Contractor) for the work ..... (hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees ..... only), we ..... (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the Rajasthan High Court, Jodhpur an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RHC. Any such demand made on the bank by the RHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RHC and We..... (Indicate the name of Bank), bound ourselves with all directions given by RHC regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We..... (indicate the name of Bank), undertake to pay to the RHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE\_\_\_\_\_> and that it shall continue to be enforceable for above specified period till all the dues of RHC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RHC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We ..... (indicate the name of Bank) further agree with the RHC that the RHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHC against the said Contractor(s) and to forbear or enforce any of the NIT for selection of Vendor for gardening work throughout the State of Rajasthan (After Pre-Bid) terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RHC or any indulgence by the RHC to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us .....(indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RHC in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RHC may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jodhpur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jodhpur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this

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# RAJASTHAN HIGH COURT, JODHPUR

Phone No. 0291-2888500-05, Fax No. 0291-2888080, Pin Code – 342013, Email – [hc-rj@nic.in](mailto:hc-rj@nic.in)

guarantee for the power of attorney issued by the bank.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) .....

(2) .....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RHC
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

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## ANNEXURE-10:

### DRAFT AGREEMENT FORMAT (On Rs. 500/- Non-Judicial Stamp) {to be signed by selected bidder(s) and tendering authority}

An agreement made this \_\_\_\_\_ (*enter date of Agreement*) between \_\_\_\_\_ (*enter your firm's name & address*) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the RHC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved bidder has agreed with the RHC to the Registrar General, Rajasthan High Court, Jodhpur, Rajasthan on behalf of (*enter name of client organisation*) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in our Work Order No.

\_\_\_\_\_ Dated \_\_\_\_\_ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in the form of: -

Cash/ Bank Draft No./ Banker Cheque/ Bank Guarantee No. \_\_\_\_\_  
dated. \_\_\_\_\_ valid upto \_\_\_\_\_.

- Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RHC.

Now these Presents witness:

- In consideration of the payment to be made by the RHC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved bidder will duly set forth in our Work Order No. \_\_\_\_\_ dated \_\_\_/\_\_\_/2019 thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- The NIT, Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice **NIT No.: HC/SK/Procurement/2025-26/16 Dated 30.07.2025** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- Letter Nos. \_\_\_\_\_ dated \_\_\_\_\_ received from {bidder} and letter Nos. \_\_\_\_\_ Dated \_\_\_\_\_ issued by the RHC. and appended to this agreement shall also form part of this agreement.
- The RHC do hereby agree that if the approved Gardening work shall the said articles in the manner aforesaid observe and keep the said terms and conditions, the RHC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- The mode of payment will be as specified in this bidding document/ work order.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to gardening work.

No.	Condition	LD %
I.	Delay up to one fourth period of the prescribed delivery period of the lot & completion of work	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of the lot & completion of work	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of the lot & completion of work	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of the lot, & completion of work	10.0 %

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Note: Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.

- ii. The maximum amount of liquidated damages shall be 10% of the desired Lot.
- iii. \*The percentage refers to the payment due for the associated milestone/lot.

If the bidder requires an extension of time in completion of contractual gardening work on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the gardening order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of work.

Gardening work period may be extended with or without liquidated if the delay in the gardening work in on account of hindrances beyond the control of the bidder.

Gardening work shall be provided by the bidder as per terms and conditions of the NIT and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RHC and the decision of the RHC shall be final.

In witness whereof the parties hereto have set their hands on the \_\_\_\_\_ day of \_\_\_\_\_ (Year).

Signature with Seal of the Approved  
supplier/ bidder

Signature for and on behalf of  
Registrar General, RHC, Jodhpur

Designation:

Designation:

Date:

Date:

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**Annexure-11**  
**RTGS DETAILS OF FIRM (ON FIRM LETTER HEAD)**  
**(Must be filled)**

Dear sir,

We hereby confirm that we are willing to opt for payment to be received through RTGS/ NEFT. The bank details duly confirm by bank, for receipt of payment against material supply/services, miscellaneous dues.

**Bank Details**

- |    |                           |   |
|----|---------------------------|---|
| 1) | Account No.               | : |
| 2) | Type of Account           | : |
| 3) | Bank Name                 | : |
| 4) | Branch Name & Address     | : |
| 5) | Contact No. of the Branch | : |
| 6) | IFSC No.                  | : |
| 7) | PAN No.                   | : |

**Communication Details**

- |    |             |
|----|-------------|
| 1) | e-mail ID : |
| 2) | Cell No. :  |

We authorize you to decut necessary bank charges of NEFT/RTGS.

We have forwarded a soft copy of the above details to [hc-rj@nic.in](mailto:hc-rj@nic.in) on date –

Yours faithfully,

\_\_\_\_\_  
(Signature & Name of auth. sign. with company/firm stamping)

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## Annexure - 12 List of Necessary Required Document for Qualifying in Technical Bid

सभी निविदादाता फर्म उनके द्वारा <https://eproc.rajasthan.gov.in> साइट पर आनलाईन अपलोड किये जाने वाले प्रत्येक दस्तावेज पर फर्म की मोहर लगाकर हस्ताक्षर करते हुये पृष्ठ संख्या अंकित करे। तत्पश्चात उसके अनुरूप ही स्वयं के लेटर हेड पर नीचे वर्णित सूची को भर कर संलग्न करना अनिवार्य है।

No.	Basic Requirement as per RFB	Specific Requirements	Documents Required	Must write Page No. where document attached
1	Legal Entity	As per Tender	As per Tender	
2	Net Worth	As per Tender	As per Tender	
3	Tax registration and clearance	As per Tender	As per Tender	
4	Blacklisting	As per Tender	As per Tender	
5	Registration of the Bidder:	As per Tender	As per Tender	
6	Experience in implementation and management of such projects/ schemes:	As per Tender	As per Tender	
7	Nursery	As per Tender	Relavent document	
8	Financial Soundness/Stability:	As per Tender	As per Tender	
9	Declarations:	Every bidder is supposed to submit a declaration in following annexures:- Annexure-A Annexure -B Annexure -C Annexure D	Annexure-A Annexure -B Annexure -C Annexure D	
10	Fee Document	<b>Fee Details</b>		
		Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque	
		RISL Processing Fee	Scanned copy of DD/ Banker's Cheque	
		2% of Estimated Cost	Scanned copy of DD/ Banker's Cheque / Bank Guarantee as per RTTP Act, 2012	
		0.5% of Estimated Cost for SSI/MSME		
1% of Estimated Cost for Sick Industries				
11	RTGS Details of Firm	on letterheads	as per Annexure-11	
12	Document Required	<b>Pre-Qualification &amp; Technical Documents</b>	<b>Document Format</b>	
		Items to be supplied	as per Annexure-2	
		Tender Form	as per Annexure-3	
		Bio Data of the Bidder	as per Annexure-4	
		Experience Details	as per Annexure-5	
		Covering Letter	as per Annexure-6	
		Self Declaration "No Blacklisting"	as per Annexure-7	
		Certificate of Conformity/No deviation	as per Annexure-8	
List of necessary required documents	as per Annexure-12			
13	Complete BID Document (Page 1 to 38) with Seal & Sign of Competent Authority			

**Note: -1** उक्त वर्णित Annexures के अतिरिक्त सभी फर्मों को निविदा प्रपत्र में दर्शाई गई समस्त नियम एवं शर्तों से सहमति बाबत निविदा के प्रत्येक पृष्ठ पर (1 से 38) पर हस्ताक्षर मय मोहर कर आवश्यक रूप से संलग्न करना होगा।

**Note: -2** चेक लिस्ट नही भरने की स्थिति में निविदा पर विचार नही किया जायेगा, जिसकी जवाबदेही स्वयं फर्म की होगी।

**Note: -3** - निविदादाता फर्म द्वारा उपरोक्त चेक लिस्ट में वर्णित सभी दस्तावेजों की प्रति जिसे आप द्वारा (फर्म द्वारा) ऑनलाईन स्कैन कर अपलोड किये गये है कों दिनांक 21.08.2025 दोपहर: 01.00 बजे तक आवश्यक रूप से कार्यालय के भण्डारगृह में जमा करावें।

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