



# 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)

FOR ANNUAL MAINTENANCE OF GARDEN/LAWNS, HEDGES, SHRUBS,  
PLANTS AND POTTED PLANTS ETC IN THE OFFICE PREMISES AT  
RAJASTHAN HIGH COURT, JODHPUR

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)

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## DISCLAIMER

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of Rajasthan High Court, Jodhpur, is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions, subject to which such information is provided.

This TENDER document is not an agreement and is neither an offer nor an invitation to offer by Rajasthan High Court, Jodhpur. This TENDER is to invite proposals from applicants who are qualified to submit the bids (“Bidders”). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. Rajasthan High Court, Jodhpur, makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. Rajasthan High Court, Jodhpur, may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER.

The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. Rajasthan High Court, Jodhpur, does not undertake to provide any Bidder with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. Rajasthan High Court, Jodhpur, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of Rajasthan High Court. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by Rajasthan High Court, Jodhpur.

Information provided in this TENDER is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Rajasthan High Court, Jodhpur, does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, Rajasthan High Court, Jodhpur, also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

Rajasthan High Court, Jodhpur, reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Registrar General, Rajasthan High Court, shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

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## RAJASTHAN HIGH COURT, JODHPUR

### NOTICE INVITING TENDER

NIT No. HC/SK/2020-21/ 399

Dated : 22-10-2020

Rajasthan High Court, Jodhpur invites bids for “Comprehensive Annual Maintenance of Garden/Lawns, hedges, shrubs, plants and potted plants etc in the Office Premises at Rajasthan High Court, 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	Comprehensive annual maintenance of Garden/Lawns, hedges and potted plants etc in Office Premises at Rajasthan High Court, Jodhpur.
Cost of Tender (Non Refundable)	Rs. 2000/- (Rupees Two Thousand Only)
Processing Fee (Non Refundable)	Rs. 1000/- (Rupees one Thousand Only)
Estimated Cost	Rs. 81,94,020/- (Rupees Eighty One Lakh, Ninty Four Thousand Twenty Only)
Earnest Money Deposit (EMD)	Rs. 81,940/- (Rupees Eighty One Thousand Nine Hudred Forty Only)
NIT download start date	From 10.00 AM on 27.10.2020
Date and time of Pre-Bid meeting	11.30 AM on 31.10.2020 in the office of Nodal Officer, Rajasthan High Court, Jodhpur.
Last date and time for uploading the Tender	Up to 5.00 PM on 10.11.2020
Last for submission of Tender documents along with fee to the Office	Up to 3.00 PM on 11.11.2020
Date and time of opening of Technical Bid of the Tender	At 4.00 PM on 11.11.2020

- (i) e-Tender Processing fess :- Rs. 1000/- (Rupees One Thousand only) , (in Favour of MD, RISL, Jaipur).
- (ii) Cost of Tender Document :- Rs. 2000/- (Rupees Two Thousand only), (in Favour of Registrar General, Rajathan High Court, Jodhpur).

By Order

Registrar (Administration)

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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/ Gol.
<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

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## RAJASTHAN HIGH COURT, JODHPUR

### NOTICE INVITING TENDER (NIT) and Tender Conditions

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

1. Rajasthan High Court, Jodhpur invites proposals from reputed, competent firms, who meet the minimum eligibility criteria as specified in this bidding document for "Comprehensive Annual Maintenance of Garden/Lawns, hedges, shrubs, plants and potted plants etc in the Office Premises for the period 2020-21 at Rajasthan High Court, Jodhpur " of this Tender document.
2. Registrar General, Rajasthan High Court, Jodhpur, Phone No 0291-2888500-505, 2888456 Fax: 0291-2888080 E-mail :- [hc-rj@nic.in](mailto:hc-rj@nic.in)
3. 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.
4. The tenderer will attach the List of machines, Brand name of machine, Number of tools used or proposed to be used in maintenance work.
5. 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.
6. 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.
7. 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.
8. Tender received on time by the department will be opened before the bidders present on time and date indicated in the tender notice.
9. 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.
10. If any of the documents are missing or unsigned, the tender may be considered invalid by the department at its discretion.
11. 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.
12. 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.

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13. In addition to the conditions stated in the tender form, no other conditions of the bidder will be accepted.
14. 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.
15. The bidder should mention the rate amount in figures as well as in words tendered by them.
16. The bidder must take into account any possible changes in the applicable minimum wages from time to time and other statutory welfare measures (Workmen's Compensation Act) under various labour legislation while submitting the bid.
17. If the tenderer gives any wrong information or suppresses any material facts or makes a false representation in this tender or creates circumstances for the acceptance of his/their tender, the Rajasthan High Court, Jodhpur reserves the right to reject such tender at any stage or cancel the order even after acceptance of the tender at the risk and cost of the tenderer.
18. All pages of tender document including various annexure to be signed by the tenderer and stamped at the lower right hand corner and wherever required.
19. The tender document shall not contain any interlineations or erasures of over writing except as necessary to correct the errors made by the tenderers in which case such correction shall be initiated by the tenderer along with his firm's/company's stamp.
20. The bidder or any of its partners/directors etc should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations.
21. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed by it. There shall be no claim by such deployed persons of any employment in the High Court. The persons deployed by the service provider in the High Court shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against the High Court.
22. **The office will not be bound to accept offer of L-1. Rate must be quoted in Annexure-1.**
23. The bidder is fully responsible for obtaining licenses, insurances of employees, transportation, payment of salaries / wages to all concerned in respect of this contract and the High Court will not be responsible in any manner.
24. The bidder shall comply with all central, local and state regulations and enactment pertaining to workmen and labour and the High Court shall have the right to enquire into and decide all complaints on such matters.

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25. The bidders are explicitly informed that the bids not meeting the minimum eligibility criteria, bids not accompanied with EMD, Tender fee and Process Fee of requisite amount, or any other requirements stipulated in the tender documents are liable to be rejected.
26. The tender process will be a single stage evaluation process as per RTPP Rules, 2013 wherein the satisfactory scrutiny of the relevant documents pertaining to experience, turnover and other requisite licenses and certificates shall be the condition precedent for consideration of financial quotes of respective bidders.

## **B. Scope of Work**

### **Definitions:**

- (a) “High Court” means the Rajasthan High Court at Jodhpur.
- (b) “Bidder/Tenderer/Contractor/Agency” means 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.
- (c) “Scope” means standards of works mentioned in Section-I, which the Agency is required to take during the contract period.
- (d) “Price” means the price payable to the Garden service providing Agency under the work order for the full and proper performance of its contractual obligations.
- (e) 'Parties' mean 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.
- (f) “Competent Authority” means the authority appointed by the Rajasthan High Court, Jodhpur.

### **Eligibility Criteria**

The bidder must have an experience of providing Garden services including maintenance of Garden/lawns, hedges, shrubs, plants and plotted plants (indoor/outdoor) for at least 3 years in Government Departments, Courts, Government Undertakings, Schools, Hospitals.

Average annual financial turnover during the last 2 years ending 31<sup>st</sup> March of previous financial year should be at least 100% of order value.

The tenderer should enclose the last 2 years experience certificate with proof having similar experience in Government Departments, Courts, Government Undertakings, Schools, Hospitals. The tenderer should also enclose atleast three work orders each of the value equal to 50% of tender cost.

In the event of the tender being filed by someone other than the Directors/Proprietors/Partners/owners, copy of the document of authorization by the

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Directors/Proprietors/Partners/owners/Company Secretary of the firm/company to file the tender for that person, be produced along with the tender and the same shall be attested by the Directors/Proprietors/Partners/owners/Company Secretary of the firm/company.

## **Registration**

- The bidder should be either registered as a company under the Companies Act 1956 and 2013 or as a partnership firm including Limited Liability Partnership registered under the Partnership Act, 1932 and it can also be a sole Proprietorship firm registered the prevalent Laws. The certificate of incorporation should be enclosed with the tender form.
- Any legal suit/criminal case pending against the proprietor, partner, sole director or any of its Directors (in the case of Private Ltd. Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible.
- They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act) or any other law for the time being in force.
- The bidder firm must be registered with the Income Tax and having a valid PAN card in respect of individual/firm/company as the case may be. The proof/self-attested copies in support shall be attached with tender document.

## **Authority of person signing document:**

A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such. If, on enquiry, it appears that the person so, signing had no authority to do so, the Rajasthan High Court Jodhpur may without prejudice to other civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

## **Validity:**

The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

## **Documents supporting the Minimum Eligibility Criteria**

- Self-attested copy of Service Tax registration
- Self-attested copy of Certificate of incorporation
- Self-attested copy of the P.F registration certificate
- Self-attested copy of the E.S.I 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/ certificates made by tenderer for the last 3 years along with proof and three work orders each of the value equal to 50% of tender cost..
- Along-with copies of relevant documents.

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## Period of Contract

Initially the contract will be for a period of one year from the work order. The above period may be further extended for one more year with the same rate, terms & conditions or any modifications as per directions on satisfactory performance assessed by the Rajasthan High Court, Jodhpur as per prevailing laws & rules i.e. RTTP Act, 2012 & Rules, 2013 and any amendments thereof.

## Total area of Maintenance

Maintenance and cleaning of Garden/lawns, hedges, shrubs, plants and plotted plants for already developed area and plants planted during this tender period. The details are as under:

S.No.	Particulars	Quantity(Approximately)
1.	Lawn Area	36,000 sq. mt.
2.	Plants with big and small pots	1400 pots
3.	Big and Small Plants	2200 plants
4.	Shrubs & Hedges	5000 sq. mt.

## SECTION-I

### Scope of Work and terms & conditions

1. The purpose of horticulture work is that the whole office premise must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time make the office premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not.
2. Maintenance of the existing Potted Plants placed in the premises.
3. Deputation of skilled gardeners on all days for watering, manuring, pruning of plants, etc. to keep the potted plants in good health and changing the location of plants as per the direction of the Officer in charge appointed in this behalf/Landscaping Expert. The nature of work of the gardener mentioned above is only indicative in nature and not exhaustive.
4. The contractor will provide efficient gardeners to ensure that the items indicated in the scope of work are attended to and executed to the satisfaction of the High Court. The attendance record of the gardener has to be maintained properly so that same can be inspected by the Officer at site or competent authority of the High Court.
5. The deployment of gardener and his timing may be flexible and could be changed/increased depending upon the quantum of work and requirement of High Court. The contractor will provide necessary substitutes in case of absentee.
6. Uprooting of weeds from lawn and Trimming of Lawn grass with lawn mower will be

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executed at least two/three times in a month or more, if required.

7. Mowing of lawns required to be executed twice / thrice in a month or more, if required.
8. Maintenance of shrubs & hedges is required two/three times in a month or more, if required.
9. Sweeping/cleaning of garden on regular basis or as directed by the officer at site or competent authority.
10. Digging and widening of plant area (“thanvala”) will be done on regular basis or as and when required.
11. Watering of plants, shrubs and lawn area during April to June on daily basis otherwise once in 2-3 days or as per the weather conditions.
12. All the record for uprooting of weeds, watering of plants, lawn, shrubs, and potted plants, cutting, cleaning, digging & widening of “thanvala”, mowing etc. will be kept in a systematic manner and duly verified by the officer at site or competent authority of High Court, copies of which would be produced at the time of payments.
13. The High Court will provide sufficient water for this purpose. Wastage of water shall be totally avoided. Wastage of water if found, penalty will be imposed to the contractor and the cost will be decided by the High Court, Jodhpur and the same will be recovered from the bill.
14. In case of emergency or otherwise, water will be arranged by the contractor for enough consumption at his own cost including hire charges of water tanker & tractor etc as per the requirement.
15. Minimum 18 persons will be required for the maintenance of garden/lawns, plants, shrubs, hedges and potted plants i.e. 1 supervisor (wellworsed with the garden maintenance activity), 8 skilled labour (wellworsed with the garden maintenance activity), 9 unskilled labour. These persons will have to be present at site all the time for the execution of maintenance work of Garden area.
16. The manpower may be increased on special occasions/events as per the directions.
17. The contractor shall maintain a register wherein the actual quantity of consumption of chemical fertilizers such as D.A.P., Phospate, and Cholorophyriphos etc.will be mentioned and the office will verify the quantity utilized on monthly basis.
18. The bidder will be permitted to use the irrigation system already functioning in the garden area of this office. After the completion the contract period, the tenderer will hand over entire irrigation system and machinery etc., in a good condition. In the event of any deficiencies or shortcomings found the same will be recovered from the tenderer.
19. The electricity supply required for mowing or any other purpose will be made available by this office.
20. The tenderer shall ensure the growth of all big & small plants, trees, shrubs and hedges planted in the Garden area and inform the officer at a site regarding periodically growth of the plants. **If any plant is destroyed during the period then the successful bidder / contractor will replace the same it once.**

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21. The plants and lawns will be regularly watered after the rainy season as it is essential for the luxurious growth of lawns/plants.
22. Insecticides and pesticides should also be applied as and when required or as directed by the officer at site/Landscaping expert so as to avoid damage caused by different insect pests or termites.
23. The tenderer shall undertake proper irrigation, weeding, soil working, insecticide application, proper cutting, pruning of hedges, and fertilization for effective growth of the plants and lawns. Protecting all the grown-up trees, plants, by properly pruning them, manuring watering etc. complete without damage to any trees and plants including stake measurement such as support for plants, sutli etc., would be arranged at contractor's cost for payment of good earth/manure etc.
24. The tenderer shall also ensure that the plants which could not have attained the sufficient growth or in a dying condition, they must be replaced.
25. The tenderer shall indemnify the Rajasthan High Court, Jodhpur, if damaged caused to the pipe line, sprinklers laid in the Garden area.
26. Arranging potted plants inside the building as and when necessary, displaying them as per directions and taking back the plants to the Garden after the event.
27. The tenderer shall also arrange Hydraulic trolleys for loading, unloading and moving of plants, potted plants, big & small trees from one place to another place. During the movement, the contractor will not damage the pots and plants, if it happens, the cost will be recovered from the bill.
28. The contractor shall dispose the garbage at appropriate place and shall keep the garden area clean. The trimmed hedges and shrubs from the garden/lawn area as will pathways should be removed by brooming & disposed at the identified by the High Court immediately on the same day.
29. The bidder is under obligation to maintain all the trees, plants, shrubs, hedges and lawn as existing on the date of start of contract and any other lawn/plants etc developed thereafter. Supplying, maintain, watering, manuring, cleaning periodically all the lawns available at High Court, and periodical manuring and application of manure, pesticides wherever and whenever required. In addition to the existing plants and trees, additional plants planted during this tender period, shall also be maintained by the contractor.
30. If the contractor wriggle out from the contractual liability then, in that situation this office will be free to get the same done from other contractor at the cost of predecessor contractor as per the terms of contract and the prevailing rules.
31. The agency/tenderer/contractor will have to maintain an inventory of 100% of all consumable items at all times.
32. All testing charges, laboratory charges for testing of any material including cost of cartage of sample to & from to laboratory shall be borne by contractor at his own cost & whose records shall also maintained by him. All such records will be open for inspection by the authorized representative of Rajasthan High Court, Jodhpur.

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33. The High Court will provide a proper store/godown/hutments facility for keeping maintenance tools, machines and chemical fertilizers etc. safe. Further, in case the storage facility is not available, then the contractor himself arrange the storage facility by making temporary store/hutments at site and expenditure thereof, shall be borne by the bidder.
34. Approximately **2200 big and small trees** have been planted at the High Court premises, which requires one time cutting, digging & widening of “thanvla” every month or as and when required. The above trees also require one time watering every month. More so, anti-termites will be applied as and when required or as per the direction of officer at site. Further, the remaining plants will require anti-termites one time in a month or as and when required.
35. The contractor shall apply soil, organic fertilizers 2 times in a year or as per directions of officer at site.
36. The bidder will have to personally visit the site and submit a report regarding growth of plants and garden area to the competent authority at least twice a month or as and when required to do so.
37. In addition, the contractor shall not apply any kind of pesticide, fertilizer or urea in the Garden/lawn, hedges, potted plants and other plants/trees without prior permission of competent authority Rajasthan High Court.
38. Watering of indoor potted plants at the Judges Entry area should be done before and after the Court hours.
39. All material to be used must be got tested at bidders own cost and approved by the officer at site or the competent authority of the High Court.
40. The bidder shall ensure that all material such as anti-termites, fungicides etc, which is being used in the garden area, should always be available at the store.
41. The bidder should provide all the material required for day to day garden operation to maintain the garden neat & clean and in presentable condition. It should be ensured by the contractor that the required tools are always available at site in good working condition to carry out the job. Towards maintaining the premises clean, the contractor has to arrange the tools and machines as mentioned in **annexure 2**.
42. The bidder shall ensure that where pipelines and sprinklers are not laid, water will be transported through pipes. If bidder wants to install irrigation system at his/her own cost, he/she can do it with prior permission of competent authority of Rajasthan High Court. This cost will not be included in the tender value.
43. The bidder shall also ensure the replacing of spoiled patches of lawns with fresh grass of same quality.
44. Any other instruction/specification issued by the Rajasthan High Court, Jodhpur from time to time regarding construction, Addition & Alteration shall be binding upon the contractor to follow.
45. The bidder or contractor shall not sublet/transfer the work assigned under work order to him/her in any manner.

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## **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.

## **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. The bidder/tenderer/contractor shall be solely responsible for execution of all works mentioned in Section-I of 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.

## **DAMAGES 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.

## **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.

## **Force Majeure: -**

1. Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of Rajasthan High Court or Successful vendor.

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2. If because of any strike or lockout either in Rajasthan High Court or in the Local area, the Successful vendor is unable to function or his business is affected, Rajasthan High Court shall not be liable for any loss, which the Successful vendor may suffer in such an event.

## C. Pre-Bid/Proposal Conference:

- (a) All pre BID queries have to be submitted in writing to Registrar General, Rajasthan High Court, Jodhpur on or before 31.10.2020 at **11.30 AM** in the format given below on the letter head of the company.

Sr	Page No	Clause / Point No.	No Clarification Sought	Subject	Remarks(if any)

- (b) Only two people will be allowed to attend the Pre-bid meeting. Interested tenderer may choose to attend pre-bid meeting at their own cost.
- (c) No queries will be entertained after this allotted time frame. As a result of the discussion in the pre-bid meeting, if it is considered necessary to modify the technical specifications or any tender conditions, the same shall be carried out.
- (d) Rajasthan High Court shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of NIT, RHC, Jodhpur may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the NIT document by issuance of addenda(s) and conveyed to the bidders found successful in evaluation of the NIT

Note: It is mandatory to submit the tender fees of Rs 2000/- (In word Two Thousands rupees only) in the form of Demand Draft/Cash/Banker's Cheque in favour of "Registrar General, Rajasthan High Court" payable at Jodhpur to participate in Pre-bid meeting.

## D. बिड (प्रस्ताव) प्रस्तुत करने की विधि (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.

## E. Documents comprising for a One stage-Two envelope/ cover system (Technical & Financial) shall be followed for the bid:

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

SNo.	Documents Type	Document Format
1	Letter for Submission of Tender	as per Annexure-1 (On bidder's letter head duly signed by authorized signatory)
<b>Fee Details</b>		
2	Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque
3	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque
4	EMD (1% of estimated cost)	Scanned copy of DD/ Banker's Cheque/ Bank Guarantee as per RTPP Act, 2012
<b>Pre-Qualification Documents</b>		
5	Tender Form	as per Annexure-3
6	Bio – Data of the Bidder	as per Annexure-4
7	Experience Certificate	as per Annexure-5
8	Format of Covering Letter	as per Annexure-6
9	Self Declaration- No Blacklisting	as per Annexure-7
10	Certificate of Conformity/No Deviation	as per Annexure-8
11	Performance Bank Guarantee	as per Annexure-9
12	Draft Agreement Format	as per Annexure-10
13	RTGS Details	as per Annexure-11
14	Items to be supplied by the Tenderer	as per Annexure-2.
<b>Second Envelope containing Financial bid shall include the following documents:</b>		
1	Price Bid	as per Annexure-1

Note : Please note the Financial Bid undertaking needs to be submitted along with the Technical Bid. Price Bid needs to be submitted only on e-procurement website as per the BoQ template.

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B. Online Bids submitted in TWO Envelopes as Follows:

Following documents (Sr. no. 1 to 2) to be provided as PDF file in one cover			
Sr.	Documents	Content	File Types
1.	EMD	The scanned copy of EMD instruments	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the NIT & Complete BID Document.	.PDF
Following document to be provided as xls file in other cover			
1.	Financial Bid (BOQ)	Price bid BOQ as per Annexure – 1	.XLS

F. **Earnest Money Deposit(EMD)**

1. The tenderer shall furnish, as part of his bid, 1% earnest money in the form of Demand Draft/Cash payable in favor of “Registrar General, Rajasthan High Court, Jodhpur. The EMD should be enclosed with the tender document.
2. The tenderer shall pay a Security Deposit of 5% of the total Contract Value of one year. This Security Deposit will be deposited within 7 days of the issue of the work order as per Rule 75 of Rajasthan Transparency in Public Procurement Rules, 2013, which shall be adjusted in the EMD.
3. If a tender form is found to be without the earnest money or less than the invoice amount, the indersigned shall have the right to reject it without assigning any reason.
4. The Earnest Money Deposit of unsuccessful tenderers will be refunded after completion of bidding process.
5. The Earnest money of the tenderer shall be forfeited without prenujice to any other rights or remedies, in the following corcumstances.
  - a) If the tenderer withdraws his tender during the tender validity period or makes modifications as specified in the tender document.
  - b) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
  - c) If, after acceptance of this tender, the successful tenderer fails to furnish the balance of Security Deposit.
  - d) If the tenderer fails to commence the work within the specified time period.
6. **Forfeiture of Performance Security Deposit (PSD):** The amount of 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.
7. **Refund of Security Deposit:** The security deposit will be refunded to the bidder three months after the contract expires.

G. **PENALTY CLAUSE: -**

- (a) In the event of following deficiencies found during the contract period, Rs. 500/- per default as decided by the competent authority of Rajasthan High Court, Jodhpur will be deducted as penalty for Point no. II to IV. Subsequent non adherence will result in terminating the contract.
- I. Absent of manpower: A penalty of Rs. 250/- per day will be charged on the Contractor for absence of workers (per person) and Rs.500/- (per day) in case of Supervisor is not present.
  - II. Failure to apply insecticide, pesticide and fertilizers i.e. cow dung, NPK, manure etc even after the direction of officer at site.

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- III. Failure to execute maintenance work including watering, digging & widening of thavala, pruning of tress, periodically trimming & cutting of hedges and plants etc.
- IV. Failure to execute any other work detailed in the scope of work Section-I in calendar month.
- V. The amount of penalty will be deducted from the monthly bill or PSD or both.

## **H. Post Payment audit and Technical Examination**

Rajasthan High Court, Jodhpur shall have right to cause and audit and technical examination of the works, and the final bills of the contractor, including all supporting vouchers, abstracts etc., to be made within 2 years after payment of the final bill, and if, as a result of such audit and technical examination, any of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the tenderer under the contract, or any work claimed by him to have been done by him under the contract and found not to have been executed, the tenderer shall be liable to refund the amount of over payment, and it shall be lawful for High Court to recover the same from the tenderer. If it is found that the tenderer was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the High Court to the tenderer.

## **I. सामान्य नियम, शर्तें एवं भुगतान**

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

1. ठेकेदार/निविदादाता द्वारा अपने कर्मियों को राज्य सरकार द्वारा निर्धारित न्यूनतम दैनिक मजदूरी दिये जाने की अप्रडरटेकिंग देनी होगी। वर्तमान में वित्त विभाग द्वारा जारी परिपत्र क्रमांक एफ.2(1)वित्त/एसपीएफसी/2017 संख्या 1/2018 दिनांक 30-04-2018 की पालना करना जरूरी होगा।
2. केन्द्र एवं राज्य द्वारा जारी अधिनियम, नियम, विनियम, परिपत्र, आदेश द्वारा अधिरोपित समस्त प्रकार के दायित्वो एवं कटौतियों की पालना का उत्तरदायित्व ठेकेदार/निविदादाता का रहेगा। किसी प्रकार की क्षतिपूर्ति अथवा ठेकेदार के माध्यम से विभाग में नियुक्त दैनिक मजदूर/ वेतन भोगी को अन्य किसी प्रकार के दावे का भुगतान कार्यालय द्वारा देय नहीं होगा। इसकी समस्त जिम्मेदारी निविदादाता की होगी।
3. बागवानी कार्य करने वाले व्यक्तियों (सदस्यो) के फोटो युक्त Identity Card – Cum - Entry Pass उच्च न्यायालय द्वारा जारी किये जावेंगे जिसकी कीमत ठेकेदार/निविदादाता द्वारा ही वहन की जायेगी एवं उपरोक्त कार्ड के साथ ही वे बागवानी के कार्य के लिए भवन में प्रवेश करेंगे अन्यथा नहीं। कर्मियों की समस्त देखरेख ठेकेदार/निविदादाता की होगी एवं इनके अतिरिक्त कोई भी अन्य दूसरे व्यक्ति का भवन में प्रवेश वर्जित रहेगा। भवन में बागवानी कार्य करने वाले व्यक्ति निर्धारित वर्दी में ही प्रवेश करेंगे अन्यथा नहीं। ठेकेदार/निविदादाता को स्वयं के खर्च पर भवन में कार्य कर रहे कर्मियों को वर्दी उपलब्ध करवानी होगी वर्दी का चयन कार्यालय द्वारा किया जायेगा। साथ ही यदि कोई कर्मि कार्य छोडकर जाता है अथवा नया आता है तो इसकी समस्त जानकारी कार्यालयाध्यक्ष को उपलब्ध करवानी होगी एवं छोडकर जाने वाले कार्मिक का कार्ड वापस जमा करवाना होगा। Identity Card-Cum-Entry Pass केवल उच्च न्यायालय भवन में ही मान्य होगा अन्यत्र नहीं। इन कार्यों के लिए किए जाने वाले समस्त खर्चो का भुगतान विभाग द्वारा वहन नहीं किया जावेगा। कार्मिको के लिए मास्क एवं गल्वज की व्यवस्था अनिवार्य रूप से ठेकेदार/निविदादाता को करनी होगी।
4. निविदा में लगाये गये बागवानी श्रमिकों के नाम व पता सहित सूची कार्यालय को उपलब्ध करानी होगी।
5. बागवानी श्रमिकों की उपस्थिती बायोमेट्रिक मशीन द्वारा निविदादाता द्वारा करनी होगी व रोज इसकी सूचना प्रतिदिन कार्यालय द्वारा अधिकृत अधिकारी को देनी होगी।
6. ठेकेदार/निविदादाता द्वारा उपलब्ध कराये गये कर्मियों के चाल-चलन एवं चरित्र के लिये ठेकेदार पूर्ण रूप से जिम्मेदार होगा। कर्मियों के चाल चलन एवं चरित्र से संबंधित पूर्व में यदि को रिकार्ड कानूनी रूप से खराब हो तो उसे इस कार्य के लिये नहीं लगाया जावेगा। आवश्यकता होने पर ठेकेदार/निविदादाता के किसी भी कर्मि का नियमानुसार चरित्र सत्यापन पुलिस द्वारा करवाया जा सकेगा।

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7. निविदादाता एवं बागवान कर्मी कार्य के दौरान परिसर में मादक पदार्थों का उपयोग नहीं करेंगे एवं ऐसा पाये जाने की दशा में जो भी उचित कार्यवाही हो, वह की जावेगी।
8. निविदा की अवधि निविदादाता में न्यायालय भवन भवन के बागवानी कार्यों को कराने में असमर्थ रहता है तो उस अवधि का कोई भुगतान देय नहीं होगा एवं विभाग द्वारा अपने स्तर पर बागवानी कराने में जो राशि व्यय की जावेगी वह राशि निविदादाता को देय अन्य मासिक बिलों की राशि में से अथवा उसके द्वारा जमा कराई गई धरोहर राशि/प्रतिभूति राशि में से समायोजित कर ली जावेगी।
9. ठेकेदार/निविदादाता बागवानी के कार्य का ठेका अन्य किसी दूसरे व्यक्ति को हस्तांतरित (सबलेट) नहीं कर सकेगा। ऐसा पाया जाने पर ठेका/अनुबंध निरस्त कर जमानत राशि जब्त कर ली जायेगी।
10. ठेके/निविदा की अवधि में यदि कोई विवाद उत्पन्न हो जाये तो उस विवाद पर रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय का निर्णय अंतिम होगा एवं ठेकेदार/निविदादाता को मान्य होगा। सभी कानूनी कार्यवाहियां, यदि उत्पन्न हो, तो उनकी सुनवाई का क्षेत्राधिकार जोधपुर महानगर में स्थित सक्षम न्यायालय का होगा।
11. निविदादाता द्वारा प्रस्तुत बिल के पीछे यह प्रमाणित करना होगा कि मैंने निविदा कार्य में लगाये गये मजदूरों को मजदूरी का भुगतान न्यूनतम मजदूरी अधिनियम के अनुसार कर दिया है।
12. **अनुबंध राशि का भुगतान :-** ठेकेदार/निविदादाता को बागवानी संबंधी कार्यों का भुगतान प्रत्येक माह की समाप्ति पर कार्य संतोषजनक पाये जाने की स्थिति में किया जावेगा। उच्च न्यायालय भवन की बागवानी संबंधी कार्यों हेतु अनुबंध राशि का मासिक बिल तीन प्रतियों में प्रस्तुत करने होंगे तथा संबंधित अधिकारी द्वारा प्रमाणित करने के पश्चात भुगतान किया जायेगा। कार्य सन्तोषजनक न पाए जाने की स्थिति में हर्जाना/शास्ति की कटौती कर भुगतान किया जावेगा।
13. सामान्य स्थितियों में निविदा के पश्चात बातचीत नहीं की जायेगी। तथापि, बातचीत निम्नतम निविदाकारों से उन परिस्थितियों में की जा सकती है जहाँ रिंग मूल्य उद्धरित किए गए हों या दरें अत्यन्त विचारणीय हों एवं प्रचलित बाजार दर से अत्यधिक प्रतीत हों। स्वीकार्य दरों के असमाधानप्रद उपलब्धि के मामले में क्रय समिति निम्नतम निविदाकार को नियमानुसार प्रति प्रस्ताव करने का भी निश्चय कर सकती है। यदि प्रतिप्रस्ताव निम्नतम निविदाकार को स्वीकार्य न हो तो समिति निविदाओ को नामंजूर करने और निविदा पुनः आमंत्रित करने या उसी प्रतिप्रस्ताव को द्वितीय, तृतीय निम्नतम निविदाकार व इसी क्रम में अन्य निविदाकार को प्रतिप्रस्ताव दिया जा सकता है जो प्रतिप्रस्ताव को स्वीकार करे।
14. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 7 दिवस में अनुबंध करना होगा।
15. निविदादाता को कार्यादेश में दिये गये आदेशानुसार कार्य प्रारम्भ करना होगा। यदि निविदादाता उक्त अवधि में कार्य आरम्भ करने में असफल रहता है तथा परिनिर्धारित नुकसानी के साथ परिधान अवधि में वृद्धि की जाती है तो कार्य के एक माह के मूल्य के निम्नलिखित प्रतिशत के आधार पर परिसमापित नुकसानी (Liquidated damage) की वसूली की जाएगी :

No	Condition	LD %
a.	Delay up to one fourth period of the prescribed delivery period / commencement of work	2.5 %
b.	delay exceeding one fourth but not exceeding half of the prescribed period / commencement of work	5.0 %
c.	delay exceeding half but not exceeding three fourth of the prescribed period / commencement of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period / commencement of work	10.0 %

16. संविदा को किसी स्तर पर रद्द करने का अधिकार रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर में निहित रहेगा। न्यूनतम दरें स्वीकार करना अनिवार्य नहीं है।
17. सफल निविदादाता द्वारा नियुक्त किये गये बागवान कर्मियों से सम्बन्ध में स्पष्ट रूप से निर्देशित किया जाता है कि यदि उनके द्वारा नियुक्त कर्मी द्वारा यदि न्यायालय/अनुभागों की कार्य

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प्रणाली/पत्रावलीयों/कार्य की गोपनीयता को भंग करते हुये पाया जाता है/किसी पत्रावली से छेड़छाड़/चोरी करता हुआ पाया जाता है तो इसकी समस्त जिम्मेवारी सम्बन्धित फर्म की होगी तथा ऐसी परिस्थिति में फर्म व संबंधित कर्मचारी के विरुद्ध नियमानुसार कार्यवाही की जायेगी।

18. उपरोक्त शर्तों के अतिरिक्त जहाँ आवश्यक हो राजस्थान सरकार के General Financial and Accounts Rules के नियम, Transparency in Public Procurement Act, 2012 एवं Transparency in Public Procurement Rules, 2013 के प्रावधान लागू होंगे।

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## **Annexure-A**

### **Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **Conflict of Interest :-**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in an bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of the Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) the bidder participates in more than one Bid in abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/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:

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## **Annexure-C** **Grievance Redressal during Procurement Process**

The designation and address of the Appellate Authority

### **(1) Filing 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:-

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

### **(5) Form of Appeal**

- (a) 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.
- (b) 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.
- (c) 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 Filing Appeal**

- (a) Fee for filling appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- (b) 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**

- (b) 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.
- (c) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
  - (i) Hear all the parties to appeal present before him; and

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- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (d) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof 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.
- (e) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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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

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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 of the original **contract in current financial year 2020-21 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.

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

### Item Rate BoQ

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

Name of Work: ANNUAL MAINTENANCE FOR GARDENING AND LAWN DEVELOPMENT AT NEW BUILDING OF RAJASTHAN HIGH COURT, JODHPUR

Contract No: **HC/SK/2020-21/ DATED**

SN	Cost of Material/Equipment(Annual)	Quantity (Approximately)	Amount	RATE In Figures To be entered by the Bidder Rs. P (incl. all taxes)
1	Annual maintenance of Lawn area including weeding, cleaning, manuring applying insecticide / pesticide / fungicides / Cholorophyriphos or any other plant protection material etc.	36,000 sq.mt.	<b>23,58,720/-</b>	
2	Total cost for lawn cutting (with power machine) including manually	192 hectare	<b>2,49,600/-</b>	
3	Total cost for annual maintenance of Hedge, shrubs including, spudding, cutting/trimming(with power machine), cleaning, manuring, applying, insecticide / pesticide / fungicides / Cholorophyriphos or any other plant protection material etc.	5000 sq. mt.	<b>6,00,000/-</b>	
4	Watering of Group plantation at the bed including watering with own tanker	Lawn area=36,000 Sq. mt. Hedge area=5,000 Sq.mt. Total area= 41,000 Sq.mt.	<b>36,90,000/-</b>	
5	Total cost for annual maintenance of potted plants (big/small) (indoor/outdoor) including watering, spudding, cutting/trimming, cleaning, manuring applying, insecticide / pesticide / fungicides / Cholorophyriphos or any other plant protection material etc.	1400 Pots	<b>2,01,600/-</b>	

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6	Total cost for annual maintenance of big and small plants/trees including watering of plants with the own tanker as per the requirement, spudding, cutting/trimming, cleaning, manuring applying, insecticide / pesticide / fungicides / Cholorphyrifhos or any other plant protection material etc.	2200 Nos.	2,64,000/-	
7	Annual cost of fertilizer (NPK 19-19-19) 50kg (1 Bag)	10 Nos.	11,200/-	
8	Cost of Cow Dung 100 kg (1 bag) One dumper=14 Cum Approx. 20 Dumper required annually Total 280 Cum (14x20) Cow dung required	280 Cum	5,00,000/-	
9	Cost of D.A.P. 50 kg (1 bag)	50 Nos.	62,500/-	
10	Cost of super Phospate 50 kg (350.00 per bag)	20 Nos.	7,000/-	
11	Cost of Murrate Photash 50 kg (500.00 per bag)	20 Nos.	10,000/-	
12	Cost of Cholorphyrifhos 20 Ec.	600 Liter	1,95,000/-	
13	Insecticide/fungicide (Quantity may be increased as per the requirements)	15 Litre	18000/-	
14	Preparations of Thanvala for big and small plants/trees	2200 Nos.	26,400/-	
	Total		81,94,020/-	

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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

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)	2(Two)	
2.	Lawn Mower (Electric) (18 Inch)	3(Three)	
3.	Tractor with water tanker	2(Two)	
4.	Pruning Shears	6(Six)	
5.	Hedge Sears	6(Six)	
6.	Hedge Trimmer Cutting (Electric)	2(Two)	
7.	Brush Cutter	4(Four)	
8.	Spud (Khurpee)	20(Twenty)	
9.	Garden spades (Phawda)	10(Ten)	
10.	Garden spades (Geti)	10(Ten)	
11.	(Karoti)	2(Two)	
12.	Water shower	10(Ten)	
13.	Sprayer Machine for insecticide and pesticide (15 Liter)	4(Four)	
14.	Hydraulic trolleys (Pot mover)	4(Four)	
15.	2 Inch hose pipes	600 feet	
16.	1 Inch hose pipes	600 feet	
17.	Pan (Tagari)	15 (Fifteen)	
18.	Buckets (10 to 15 liter)	5(Five)	
19.	Mug	5(Five)	
20.	Sutli	(As required)	
21.	Bamboo for supporting plants (6 to 10 feet)	(As required)	

दिनांक :  
स्थान :

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## ANNEXURE-3

### RAJASTHAN HIGH COURT, JODHPUR

Gardening Work at Rajasthan High Court, Jodhpur  
{to be filled by the bidder}

NIT No. HC/SK/2020-21/399

Dated: 22.10.2020

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	

- 3) The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- 4) The requisite RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/ BC \_\_\_\_\_ dated \_\_\_\_\_.
- 5) The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- 6) Bank Detail for RTGS \_\_\_\_\_ Account No. \_\_\_\_\_ IFSC Code \_\_\_\_\_ MICR No. \_\_\_\_\_ Branch Name \_\_\_\_\_
- 7) 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 :

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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-4

### Rajasthan High Court, Jodhpur

Tender for Gardening Work at Rajasthan High Court, Jodhpur

NIT No. HC/SK/2020-21/399

Dated: 22.10.2020

### "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				
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 :

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## ANNEXURE-5

### Rajasthan High Court, Jodhpur

Tender for Annual Maintenance of Gardening at Rajasthan High Court, Jodhpur

NIT No. HC/SK/2020-21/ 399

Dated: 22.10.2020

### Description of Gardening Work

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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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 Annual Maintenance of Gardening at Rajasthan High Court, Jodhpur

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)

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## **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/2020-21/399 Dated 22.10.2020** 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 :

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

To,

{Tendering Authority},

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

**Reference : NIT: HC/SK/2020-21/399      Dated 22.10.2020**

**CERTIFICATE**

This is to certify that, the Gardening work which I/ We have mentioned in the Technical bid, and which I/ We shall cleaning 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 :

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## 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 par 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 cleaning 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.

दिनांक :  
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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 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 Non-Judicial Stamp)

(As per rules 0.25% value of order and maximum of Rs. 15,000/-)

{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/2020-21/201** Dated \_\_\_\_\_ 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 cleaning 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 %

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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 %

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 cleaning work on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the cleaning order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of work.

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

Cleaning 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:

Witness No.1

Witness No.1

दिनांक :  
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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)

**Bank Confirmation**

Certified that the furnished above bank details are correct as per our records.

Bank's Stamp

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

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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 करें। 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	(1) Legal Entity	1. The bidder should be a company/Distributor/ registered firm.	1. Copy of Certificate(s) of incorporation	
		2. The Bidder shall be an OEM/Distributor. In the alternative, an OEM may authorize its one or more Partner to bid.	2. Authorization Certificate from OEM (in case of partner)	
2	(2) Net Worth	The net worth of the bidder in the last financial year, i.e. 2018-2019 or 2019-20 should be positive. The bidder's annual turnover from similar activities in India should be as follows in last two years: The <b>Average turn over</b> of bidder in last two year are more than the tender value.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last three financial year	
4	Tax registration and clearance	The Bidder should have a registered number of i. GST/VAT/Sales Tax where his business is located ii. Service Tax iii. Income Tax / PAN / TIN number. iv. All other applicable taxes	- Copies of relevant registration certificates - Valid VAT clearance certificate upto date from the CTO of the circle concerned/ PAN No.	
5	Blacklisting	A bidder who is blacklisted from any other Govt. Institution not eligible to participate in this project. Similarly bidder debarred from participating in any procurement activities for fraudulent or corrupt practices by any State or Central Government or UT in India are not allowed to bid.	A Self Certified letter as given in the Annexure An affidavit (on non-judicial stamp of Rs 100/-)	
7	Registration of the Bidder:	The bidder should be registered body under the Societies Registration Act/Indian Religious and Charitable Act/Indian Trust Act/Companies Act or their state counterparts for more than three years at the time of submission of proposal.	Copy of Certificate(s) of Registration	
8	Experience in implementation and management of such projects/ schemes:	Executed supply order/experience certificate. Proof of completion <b>of at least three other similar projects worth of minimum amount of 50% of tender cost</b> for each. Enclose relevant Documentary proof. Self Certification on company, letter head signed by the authorized signatory as given in the format attached below to be furnished by the bidder in compliance of this clause. However, the Rajasthan High Court, Jodhpur reserves the right to seek additional Supporting documents for The above Projects.	Copy of work order	
10	Financial Soundness/Stability:	A proposal may come from a single entity having a minimum average annual turnover as per norms for last two financial years (2018-19, 2019-20). The bidder must attach audited accounts as supporting documents. Un-audited accounts will not be considered	Copy of financial statement	
11	Declarations:	Every bidder is supposed to submit a declaration in following annexures:- Annexure A:- Compliance with the Code of Integrity and no Conflict of Interest. Annexure B:- Declaration by the bidder regarding qualifications. Annexure C:- Grievance Redressal during procurement process Annexure D:- Additional Condition of Contract"	Annexure-A Annexure -B Annexure -C Annexure D	
12	Fee Document	<b>Fee Details</b>		

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)

		Tender Fee	Scanned copy of Fee Receipt / DD/ Banker's Cheque	
		RISL Processing Fee	Scanned copy of DD/ Banker's Cheque	
		EMD (1% of estimated cost of items for which bid is submitted)	Scanned copy of DD/ Banker's Cheque / Bank Guarantee as per RTPP Act, 2012	
13	RTGS Details of Firm	on letterheads	as per <b>Annexure-11</b>	
14	Document Required	<b>Pre-Qualification &amp; Technical Documents</b>	<b>Document Format</b>	
		Items to be supplied	as per <b>Annexure-2</b>	
		Tender Form	as per <b>Annexure-3</b>	
		Bio Data of the Bidder	as per <b>Annexure-4</b>	
		Experience Details	as per <b>Annexure-5</b>	
		Covering Letter	as per <b>Annexure-6</b>	
		Self Declaration "No Blacklisting"	as per <b>Annexure-7</b>	
		Certificate of Conformity/No deviation	as per <b>Annexure-8</b>	
		List of necessary required documents	as per <b>Annexure-11</b>	
15	Complete BID Document (Page 1 to 41) with Seal & Sign of Competent Authority			

**Note: -1** उक्त वर्णित **Annexure** के अतिरिक्त सभी फर्मों को निविदा प्रपत्र में दर्शाई गई समस्त नियम एवं शर्तों से सहमति बाबत निविदा के प्रत्येक पृष्ठ पर (1 से 40) पर हस्ताक्षर मय मोहर कर आवश्यक रूप से संलग्न करना होगा।

**Note: -2** चेक लिस्ट नहीं भरने की स्थिति में निविदा पर विचार नहीं 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) आनलाईन स्कैन कर अपलोड किये गये हैं कौं दिनांक 11.11.2020 दोपहर: 03.00 बजे तक आवश्यक रूप से कार्यालय के भण्डारगृह में जमा करावें।

दिनांक :  
स्थान :

हस्ताक्षर निविदादाता  
मय पता सील मोहर