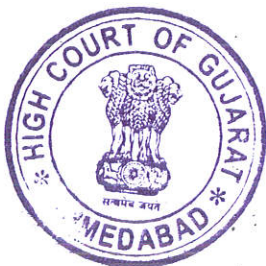




**E-TENDER FOR AVAILING MANPOWER SERVICES
TO MANAGE PARKING OF VEHICLES BY WAY OF
OUTSOURCING**

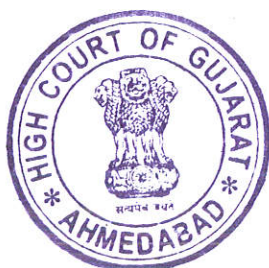
**REGISTRAR GENERAL
HIGH COURT OF GUJARAT
AHMEDABAD 380 060**



TENDER NOTICE

01	Tender No.	GHC/Manpower Outsourcing/02/2024
02	Name of Work	Contract for availing manpower services to manage parking of vehicles by way of outsourcing at the gujarat high court at sola, ahmedabad during 2024-2025
03	Location	Gujarat High Court Campus, At Sola, Ahmedabad 380 060
04	Tender Fees [Non Refundable]	Rs. 5,000/= by a Demand Draft/Pay Order drawn in favour of "The Registrar, High Court of Gujarat, Ahmedabad" payable at the State Bank of India, High Court Complex Branch
05	Availability of Tender	On Websites https://tender.nprocure.com . and www.gujarathighcourt.nic.in
06	Brief scope of work [Detailed scope as per Tender]	Manpower services to manage parking of vehicles by way of outsourcing.
07	Earnest Money Deposit [Refundable only after completion of Tender procedure]	Rs. 50,000/= [Rupees Fifty Thousand only] by way of Demand Draft in favour of " The Registrar, High Court of Gujarat, Ahmedabad " payable at the State Bank of India, High Court complex Branch. It is to be enclosed alongwith Technical Bid only, failing which, the tender shall be considered as invalid tender and liable to be rejected summarily. [EMD in any other form; except by DD/Pay Order, shall be summarily rejected]
08	Performance Security Deposit	An amount equivalent to 2 month's pay of the estimated Annual Contract Value as Performance Security Deposit has to be deposited by the Contractor within one month of the receipt of "Letter of Offer" in the form of a Demand Draft [DD]/Pay Order from a Bank in favour of " The Registrar, High Court of Gujarat, Ahmedabad " payable at the State Bank of India, High Court Complex Branch. The Security Deposit shall remain valid for a period of 90 [Ninety] days from the date of completion of the contract period. Upon satisfactory completion of the work during the contract period and after 90 days from the date of completion of the contract, if there are no liabilities or dues, in any manner to be recovered from the Contractor, the Security Deposit shall be refunded with interest rate of F.D. in any nationalized Bank.
09	Duration	Eleven months

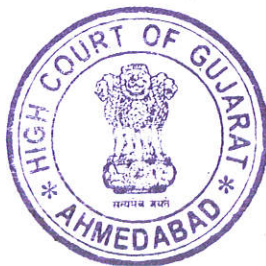
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10	Last date & time for online submission of Price bids	06 th December 2024 by 12:00 [Noon]
11	Last date for submission of Tender Fee, EMD & Supporting document for Technical bid during the office hours in person or by RPAD/Speed Post, before the last date to Central Tapal Registry of the High Court addressing it to the Registrar General.	06 th December 2024 by 12:00 [Noon] Note : The tender documents submitted after due date shall not be considered for scrutiny and shall be outrightly rejected.
12	Date & Time of Opening of Technical Bid, EMD covers for verification of submitted documents	06 th December 2024 by 15:00
13	Opening date and time for price bids	11 th December 2024
14	Validity of offer from the date of opening of price bid	90 days from the last date of submission of the bid

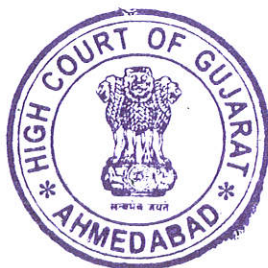
- A) The High Court of Gujarat reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof.
- B) Tender received without Tender-Fee and E.M.D shall be summarily rejected.
- C) The bidder is required to enclose the Demand Draft of Tender Fee and E.M.D amount in the sealed technical bid cover without fail. If demand drafts are not enclosed in the sealed technical bid cover then the tender will not be considered for scrutiny and will be summarily rejected.
- D) Unsuccessful / disqualified Bidders' EMD shall be returned without any interest, within 15 days after completion of tender process.
- E) **EMD may be forfeited:**
- (1) If the Bidder withdraws the Bid during the period of Bid validity.
 - (2) If the Bidder is found to be indulging in any fraudulent practices.
 - (3) In case of a successful Bidder fails to sign the Contract upon award of contract or fails to undertake the contract or fails to furnish Performance Security Deposit as required by this Tender Document.

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- F) The High Court of Gujarat reserves the right to blacklist such Bidder(s) whose EMD has been forfeited as above, from participating in future tenders if sufficient cause exists.
- G) No tender will be opened in any case which are received after due date and time of the receipt of tender; irrespective of reasons of such delay and the High Court of Gujarat shall not assume any responsibility for late receipt of the tender. Any correspondence in this matter shall not be entertained.
- H) It is a two-bid system. The tender document includes technical bid and price bid. Only the tender of bidders who are qualified in the technical bid evaluation shall be considered for opening of price bid. The price bid is required to be submitted online at <https://tender.nprocure.com> only, by the date and time stipulated in the tender notice. The bid should be digitally signed with a valid Digital Signature Certificate.
- I) The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender will not be considered and shall be liable for outright rejection.
- J) Tender documents are only available in electronic form. The sealed technical bid has to be submitted physically, within the stipulated date and time.
- K) If required, the High Court of Gujarat may modify the date of submission and opening of the Bid by prior notice, in form of corrigendum.
- L) Bids shall be valid for 90 days from the date of opening of the Price Bid. A Bid valid for a shorter period shall be rejected summarily. The Bid validity may be extended for a further period from the date of expiry of Bid validity in consultation with the successful Bidder.
- M) The decision of the High Court with respect to acceptance or rejection of any tender shall be final and binding.

HIGH COURT OF GUJARAT Sola, Ahmedabad 22.11.2024	Moolchand Tyagi
	Registrar General



THE TENDER AND THE OFFER

PART – I : Technical Bid

Technical bid documents required to be submitted in support of experience, financial position, etc., as well as tender fee and EMD in the prescribed form shall be placed in sealed cover super-scribed “TECHNICAL BID, and NAME OF WORK” and to be submitted separately at the Tapal Registry of the High Court of Gujarat, addressing The Registrar General, High Court of Gujarat, Ahmedabad before the stipulated time. All the documents submitted should be signed and stamped. Tender fee and EMD to be submitted physically as per Tender Notice to the **Tapal Registry** of the High Court of Gujarat, addressing “The Registrar General, High Court of Gujarat”.

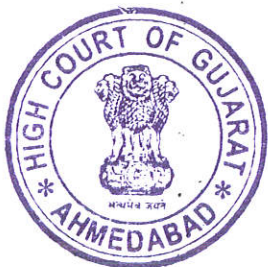
PART-II : Price Bid

To be submitted online only before the stipulated time.

CORRIGENDUM– Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web-site <https://tender.nprocure.com> and www.gujarathighcourt.nic.in only. The bidders are therefore advised to refer to these sites from time to time to keep themselves updated.

ELIGIBILITY:

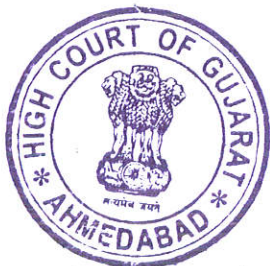
1. Bidder must have minimum 10 years' experience in the field of providing manpower by way of outsourcing. Experience will be calculated sequentially not parallelly. Supporting documents showing requisite experience must be provided as part of Technical Bid.
2. Bidder must have minimum turnover of Rs. 50 lakh during last year. Bidder shall submit copies of latest audited financial documents or certificate by the Chartered Accountant showing requisite turnover.
3. In addition of the above, bidder shall submit all the documents / certificates mentioned in Form - 'A' of the tender document.
4. The Bidder should not have been blacklisted or banned in any manner by any Government, Quasi-Government Authority or any Public Sector Undertaking in India. **The Bidder shall submit written declaration to that effect along with the Bid.**
5. The Bidder must have office registered in the districts of Ahmedabad or Gandhinagar. Documentary evidence such as copy of Electricity Bill or Shop Establishment License shall be submitted. Rent Agreement alone shall not be considered as proof of bidder having office in the districts of Ahmedabad or Gandhinagar.
6. The Bidder must have an experience of services to manage parking of vehicles.



INSTRUCTION TO BIDDERS FOR ONLINE TENDERING

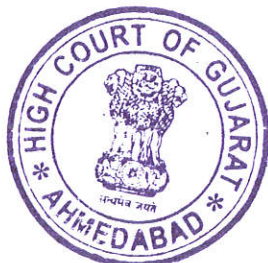
Further details of this tender are as under:

1.0	Particulars: Contract for availing manpower services of 30skilled persons to manage parking of vehicles by way of outsourcing in the High Court of Gujarat at Sola, Ahmedabad during the year 2024-2025.
2.0	Downloading of Tender Documents
2.1	Tender Document will be available on https://tender.nprocure.com and www.gujarathighcourt.nic.in
2.2	Bidders who wish to participate in this tender will have to get themselves registered on website https://tender.nprocure.com . For any technical help with respect to registration or online submission of bid please contact: (n)Procure Cell 304, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 54 Toll free No. : 7359 021 663 Email: nprocure@ncode.in
3.0	Digital Signature Certificate
3.1	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Signature Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact(n) Code Solutions-a division of GNFC Ltd, who are licensed certifying authority by Government Of India
3.2	All bids should be digitally signed.
4.0	Online Submission of Technical and Price Bid
4.1	After tender submission date and time, bidders cannot edit their offer submitted in any case. No written or online request in this regard shall be entertained.
4.2	Bidder shall submit their offer, i.e. Technical Bid in Hard copy at High Court of Gujarat and Price bid in Electronic form at on abovementioned website shown above after Digitally signing the same.
4.3	Price Bids which are not digitally signed will not be accepted
4.4	Price Bids in physical form will not be accepted in any case and such bid/s will be summarily rejected.
5.0	Submission of Tender Fees and other Documents
5.1	Bidder has to submit the documents mentioned in Form A of technical bid and no other condition in any form shall be considered at all, at the time of evaluation of the tender, i.e. the bidder shall have to submit unconditional offer without differing from any of the tender condition.
6.0	Opening of Tender
6.1	After successful completion of Technical Evaluation, price bid of only those bidders would be opened online who are found to be qualified in technical bid.



7.0	Contact Person:
7.1	Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents and other instructions carefully before making their offer. Further details/clarification, if any required, may be availed from: Mr. B. S. Rathod Assistant Registrar, High Court of Gujarat Sola, Ahmedabad. Phone: +91 79 27664601-15 (EXT – 436)
8.0	General Instructions:
8.1	The tender fees for online tender document shall not be refunded under any circumstances
8.2	EMD shall be accepted only in the form specified in tender document.
8.3	Tenders without Tender fees, earnest money deposit (EMD), stipulated documents and which do not fulfil all or any of the condition or submitted incomplete in any respect shall be rejected.
8.4	Conditional tender shall not be accepted.
8.5	Tender Notice shall form part of tender document
8.6	Bidders are advised to read carefully the “ Instruction for Bidder ” and “ Eligibility ” criteria contained in the tender documents
8.7	The Internet site address for e-Tender and that of corporate website is https://tender.nprocure.com and www.nprocure.com
8.8	The High court reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof.
8.9	Bidder is requested to quote rates as per the terms and conditions mentioned in the Tender Document. Conditional tender shall not be considered and shall be rejected.
8.10	Bidder shall quote the rates for the entire contract on a ‘single responsibility’ basis such that the offer price covers service provider’s all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Manpower Services at The High court of Gujarat. This includes all the liabilities of the service provider such as identity cards of personnel deployed by the service provider and all other applicable statutory liabilities such as Minimum Wages, ESI, Provident Fund contributions, service charges and GST.
8.11	The rates shall remain firm and fixed throughout the contract period/ extended contract period and no escalation whatsoever will be allowed during the contract period except for revision in Minimum Wages by the Statutory Authority

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**FORMS FOR FURNISHING
INFORMATION FOR TECHNICAL BID**

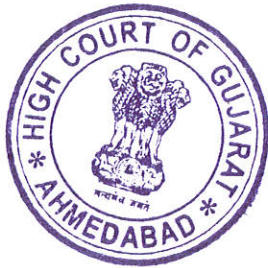
FORM A

Sr. No.	Particulars.	To be filled in by the Bidder
1.	Name and Address of the Bidder with contact details. Mobile no. Fax no. Email id.	
2.	<u>Earnest money:</u> (a) Number, date and amount of D.D. (b) Bank on which D.D. is drawn.	
3.	Income tax PAN card	
4.	Firm / Company Registration certificate	
5.	GST registration certificate	
6.	EPF Registration certificate	
7.	ESIC registration certificate	
8.	Turnover of last three financial years supported by Income Tax Returns or Certificate of Chartered Accountant.	

Place:

Date:

Signature of the Bidder.



FORM B
On Bidder's Letter Head

From:

Ref:

Date:

To
Registrar General
High Court of Gujarat
Sola, Ahmedabad
Gujarat - 380060

Sub: Earnest Money Deposit against e-Tender No :

Dear Sir,

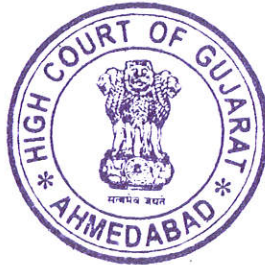
With reference to above and as per terms and conditions of tender, we are sending here with D.D.NO _____ Dated _____ of _____ [Name of Bank and Branch]
For Rs.50,000/-being the amount of E.M.D.

Thanking You

Yours faithfully

[Name and Signature]

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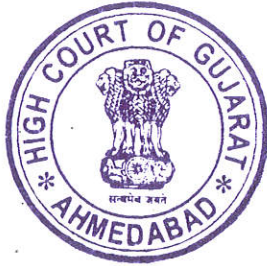
FORM - C

Summary of Ongoing and Previous Experience related to manpower outsourcing work only*

Sr. No.	Name of Organization	Type of services provided	No. of persons employed	Value of Contract	From Date	To Date	Number of Days

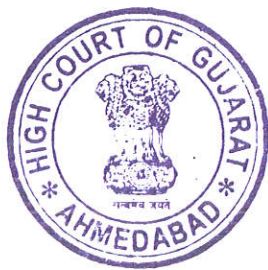
*Please submit the relevant documents in the same order as specified in the table along with the contact details of the organization/institution.

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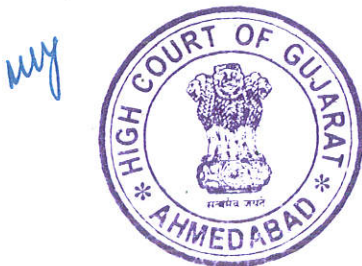


SCOPE OF WORK, TERMS & CONDITIONS OF CONTRACT

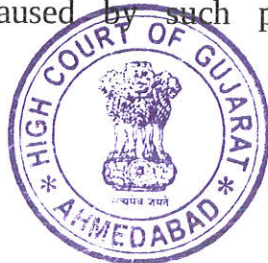
- (1) The expenses for drafting, execution, registration charges, stamp duty etc. shall be borne by the Contractor.
- (2) Contractor shall have to deposit an amount equivalent to the 2 months' pay of the contract value, as Performance Security Deposit within one month of receipt of "Letter of Offer" in the form of a Demand Draft (DD) from a Bank in favour of "The Registrar, High Court of Gujarat, Ahmedabad" payable at the State Bank of India, High Court Complex Branch.
- (3) The Contractor shall observe and follow all provisions of laws applicable to such work and conditions relating to the persons engaged for the work.
- (4) Period of Contract shall be for Eleven Months commencing from the date of award of work order.
- (5) The High Court may at its discretion renew the contract on a written request made by the Contractor before the expiration of this contract for such further period and at such rate as the High Court may deem proper.
- (6) Contractor shall not enter into sub-contract with or assign the contract in favour of anybody else.
- (7) The Contractor shall obtain necessary License from the Competent Authority for the purpose immediately on entering into the contract.
- (8) The Contractor shall be responsible for getting police verification done of the persons engaged by him and shall submit a copy to the High Court.
- (9) The Contractor shall not permit entry of any person other than his working staff in the Campus.
- (10) Behaviour of the Contractor himself/herself as well as his/her staff must be courteous and co-operative towards Judges/Officers/Advocates/High Court employees and the litigants in the Campus.



- (11) The Registrar General, High Court of Gujarat and/or other Officers nominated by the Registrar General, shall make monthly inspection about compliance of the aforesaid conditions and Contractor shall have to obey the instructions given by such Officer/s.
- (12) The Contractor shall obtain Registration No. and/or License required under the Labour Laws and shall abide by all the relevant provisions of Laws during the period the contract remains in force.
- (13) The Contractor shall be responsible for any and all actions / conduct of the persons deployed under this contract.
- (14) The Contractor shall provide photo identity cards to the persons deployed under this contract. These cards are to be constantly and conspicuously worn by the persons deployed during working hours of the Court.
- (15) The Contractor shall initially deploy not less than 30 (Thirty) persons for the contractual work. The number of persons deployed may be increased / decreased at the discretion of the High Court.
- (16) The deployed persons must have (i) passed at least 10th standard examination (ii) good driving skill and (iii) must possess valid driving license for L.M.V.
- (17) One person of the Contractor shall be designated as Supervisor who shall be responsible for the supervision of the work of such persons.
- (18) The concerned Supervisor shall be answerable to the Registrar General or the Officers nominated by him for any default in execution of the work or breach of conditions of the contract.
- (19) It shall be the duty of the Contractor to comply with necessary provisions of labour laws and provisions of all other laws that may be applicable to the contract and shall maintain necessary proofs of such compliance and shall be under an obligation to produce the same before the Registry of the High Court whenever called upon.



- (20) The Contractor shall maintain the muster roll and shall ensure that all the persons deployed under this contract, attend their respective duties punctually and carry out their job satisfactorily.
- (21) If required, the persons deployed under this contract will have to work on holiday.
- (22) The persons engaged by the Contractor shall be the employee of the Contractor and it shall be the duty of the Contractor to pay their salary every month. The Contractor shall pay wages to the persons employed under this contract, in presence of the representative of the High Court, as may be nominated by the Registrar General. There is no master-servant or Employer and Employee relationship between the employees of the Contractor and the High Court. Further, the persons deployed under this contract shall not be entitled to any employment, engagement or absorption in the High Court of Gujarat in future.
- (23) All liabilities with respect to the persons deployed under this contract by the Contractor shall be that of the Contractor and the High Court of Gujarat shall not be liable in any manner whatsoever with regard to any claim made by such persons.
- (24) Upon satisfactory completion of the work during the contract period and after 90 days from the date of completion of the contract, if there are no liabilities or dues in any manner to be recovered from the Contractor, the security deposit shall be refunded without any interest.
- (25) The persons deployed under this contract, shall not divulge or disclose to any person any details of the Court operations, processes, security arrangements, judicial, administrative / organizational information to any person/agency/organization and shall ensure confidentiality of the same.
- (26) In case of breach of any of the aforesaid terms and conditions, the contract may be terminated and the security deposit may be forfeited at the discretion of the High Court of Gujarat.
- (27) In case of any complaints in performance by the persons engaged by the Contractor or in case of any loss or damage caused by such persons during the license period, the



Contractor shall be liable to pay penalty to the extent of 5 % of the annual contract value which would be in addition to termination of contract and forfeiture of security deposit provided in clause 26.

- (28) In case of death of Contractor, the License shall stand terminated and legal heirs/representatives of the Contractor shall not be entitled to claim any right under this contract.
- (29) The persons deployed under this contract, shall report to their appointed place at 09:30 A.M. in the morning.
- (30) In the event the persons engaged by the Contractor are required to work for more than eight hours a day, they shall be paid by the Contractor, overtime-wages by doubling the wages payable to them (on hourly basis), as per Clause 6 of Circular No. SHR.AA.6/TE.3/199/2023 dated 01/04/2023 issued by Office of Commissioner of Labour, Government of Gujarat, upon approval of the Reporting Officer certifying the number of extra hours worked.
- (31) The persons deployed by the Contractor shall perform following duties:
- Organize the parking of vehicles to facilitate smooth traffic flow, preventing congestion and ensuring other vehicles can enter, park and exit efficiently.
 - Personally park the vehicles if required.
 - Ensuring safety in the parking area.
 - Ensuring Security of the vehicles parked in the parking area.
 - Monitor the parking of vehicles so that parking area can be utilised to its maximum capacity.
 - Management of emergency protocols for situations such as fires, accidents or security breaches.

High Court of Gujarat,
At Sola, Ahmedabad-60.
Date: 22.11.2024

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Registrar General

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