

COURT RECEIVER,
HIGH COURT, BOMBAY

INVITATION FOR BIDS TO BE APPOINTED AS AGENT/S

Pursuant to various Orders passed by the Hon'ble Supreme Court of India from time to time in Contempt Petition Nos. 1820 -1822 of 2017 and under the guidance and directions of the Company Judge, The Hon'ble Shri Justice K.R. Shriram (Hon'ble Bombay High Court Judge) in consultation with The Hon'ble Shri Justice A. S. Oka (Hon'ble Bombay High Court Judge), the Court Receiver, High Court Bombay invites offers/quotations/bids from licensed suppliers/organizations/individuals for appointment as Agent of Court Receiver in sealed envelope for the items mentioned below, at Aamby Valley City, situated at village Ambavane, Tal. Mulshi, Dist. Pune (more particularly described in Schedule-I) along with documents (more particularly described in Schedule-II) and Demand Draft of Rs. 1000/- (Rupees One Thousand only) (non-refundable/non-adjustable) towards Notice/Quotation Fees payable in favour of "The Court Receiver, High Court Bombay". The bidders/offerers shall have sound financial capacity, expertise, infrastructure and proven track record of at least 3 (three) years in their respective field with minimum annual turnover of Rs. 5,00,00,000/- (Rupees Five Crores only).

- 1) For running and conducting hospitality business for existing 11 Restaurants (9 of them having Bar facility), 210 guest house rooms including chalets along with housekeeping for the aforesaid, laundry, musical fountain and run staff canteen "Avadh"; housekeeping including laundry, gymnasium facilities, club facilities, maintenance of swimming pool, and maintenance of 2 (two) Auditoriums; and for running and conducting 24 (twenty-four) open Banquet venues ;
- 2) For maintaining and conducting water sports and adventure sports and other related activities ;
- 3) For maintaining and running 18 hole PGA certified golf course, spread over an area of 256 acres along with club having Bar facility;

- 4) For running and maintaining a 10 (ten) bed hospital ;
- 5) For maintenance of roads and solid waste management/sanitation and cleaning;
- 6) For providing security including fire fighting for entire Aamby Valley City;
- 7) For supply and regulation of water from the existing water lakes through two water treatment plants and six sewerage treatment plants within the Aamby Valley City;
- 8) For maintenance and supply of electricity to various parts of Aamby Valley City from the existing sub-stations of 220 KV and 11KV within Aamby Valley City;
- 9) For operating/providing Telecommunication facility in entire Aamby Valley City;
- 10) For maintenance of gardens, landscaping, nursery and related horticultural activities;

The Offerer can give offer to operate and maintain all or any one or more than one of the items above. If offerer wants to give offer for all the items, he shall submit offer only in one sealed envelope. In other cases, the offerer must give item wise offer in separate sealed envelope containing offer for one item in each envelope. Item number shall be specifically mentioned on sealed envelope. Every sealed envelope shall be superscribed as **“Quotation for Aamby Valley City”**. The sealed envelope should be addressed to the Court Receiver, High Court, Bombay on the address mentioned below.

In case, the Offerer gives offer for Items (1), (2), (3), (4) and (9) or any one of them or combination of any two or more of them, or along with any of the items mentioned at Sr. No. (5) to (8) and (10) then he should indicate the monthly Royalty and Security Deposit amount that will be paid to the Court Receiver.

Only in case, the Offerer gives an offer for Items (5), (6), (7), (8) and (10) or any one of them or combination of any two or more of them then he should mention the expected amount /fees that will be charged for each or combination thereof.

In case the Offerer intends to offer for all the above items, he should indicate the monthly royalty and security deposit amount that will be paid by him to the Court Receiver.

The period of Agency shall be for 12 months or till further orders whichever is earlier.

In case the Offerer fails to provide the documents as mentioned in Schedule-II herein, or Quotation/Offer/Bid is found defective, the same will be rejected.

The Court Receiver, High Court, Bombay, reserves the right to reject or accept the offer at his sole discretion without assigning any reason whatsoever and the decision of the Court Receiver shall be final and binding.

Besides the terms and conditions provided herein after, the hard copy of the same is available during office hours, with the Court Receiver, High Court, Bombay, at the address that is mentioned hereunder.

The schedule for processing of Quotations/Offers is as under:

1. Availability of notice/invitation for bids and terms & conditions on official website : **from 12.04.2018 to 26.04.2018**
2. Inspection of/at Sites from **19.04.2018 to 21.04.2018** in between **10.00 a.m. and 5.00 p.m.**
3. Last date for Submission of Quotations/Offers: up to **5.00 p.m. of 25.04.2018**
4. Opening of Quotations/Offers : **4.00 p.m. of 26.04.2018.**

SCHEDULE -I

Aamby Valley City, situated in 16 villages and spread over circumference of 48 sq. kms. and having its Site Office at Aambavane, Taluka Mulshi, Dist. Pune, Pincode : 410 401.

SCHEDULE-II

Offerer shall send attested copies of following documents along with his/their offer:

- 1) Annual Returns for last 3 (three) financial years;
- 2) GST Registration Certificate and PAN Card;
- 3) Experience Certificate about similar work done in past 3 (three) years;

- 4) If Offerer is company, then, Registration Certificate issued by Registrar of Companies, together with list of Directors, their respective DIN and home addresses;
- 5) If Offerer is Partnership Firm, then, Registration Certificate issued by Registrar of Firms, together with list of Partners, their respective TIN, TAN and home addresses;
- 6) If Offerer is a Limited Liability Partnership, then Registration Certificate issued by Registrar of Companies, together with list of Partners, their respective DPIN and home addresses;
- 7) Necessary Licenses, Approvals, Permissions, Permits etc. as applicable; and
- 8) In the offer, the Offerer shall self declare: (a) that he has not been blacklisted by any government authority or agency or entity and that there is no negative rating by any credit rating agency and (b) that whatever has been stated in the offer and in the aforesaid documents accompanying the offer is true to his/her/their own knowledge.

Date: 12th day of April, 2018.

Sd/-
Court Receiver,
High Court, Bombay

Address:

2nd floor, Bank of India Building,
Mahatma Gandhi Marg,
Fort, Mumbai - 400 023.
Tel. 022 - 2267 0219
022 - 22670921

TERMS AND CONDITIONS

In addition to the General Terms and Conditions stipulated in Part - II, the other specific terms and conditions are listed hereunder:

PART - I

1) 11 RESTAURANTS, WITH BAR FACILITY IN 9 RESTAURANTS, 210 GUEST HOUSE ROOMS INCLUDING CHALETS, 2 AUDITORIUMS, 24 OPEN BANQUET VENUES ALONGWITH HOUSEKEEPING, LAUNDRY, MUSICAL FOUNTAIN AND CANTEEN.

a) Agent shall operate, manage and maintain in all 11 Restaurants with (9 having Bar facility), 210 Rooms/Chalets/Villas located at different locations all over the Aamby Valley City.

b) Agent shall also operate, manage and maintain 2 Auditoriums including one with a classroom seating arrangement capacity of 5000 people and 24 all open banquet venues spread over entire Aamby Valley City.

c) Agent shall also maintain housekeeping, laundry, musical fountain and run staff canteen namely "Avadh" in the Aamby Valley City.

d) Agent shall provide house keeping and maintenance of and catering to Guest Houses which include guest rooms, chalets, dining halls, corridors, common area and surrounding areas on turnkey basis. It is expected that the Agent shall provide all necessary services during the stay of the guests in the guest houses from the time of arrival till their departure.

e) Agent shall takeover and operate the Restaurants, Guest Houses, Auditoriums, Open Banquet Venues alongwith housekeeping, laundry and canteen of the Aamby Valley City alongwith the furniture, fixtures, fittings, utensils, cooking articles, serving articles and instruments including crockery, etc., on 'as is where is' and 'as is what is' basis.

f) Agent shall keep all the premises neat and clean.

- g) Agent shall ensure overall general maintenance like drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non plastic waste disposal, etc. in an eco-friendly manner, using protective/closed bins).
- h) Court Receiver or his authorised representative shall have the right to inspect Restaurants, Guest Houses, Auditoriums, Open Banquet Venues and laundry and canteen at any point of time to check the quality of housekeeping, maintenance, availability of workers, etc.
- i) Agent shall be responsible for the safety and security of all the items of furniture and fixtures, equipments, etc which are provided to him at the time of commencement of Agency agreement.
- j) Agent shall be at liberty to generate and earn revenue from the Restaurants, Guest Houses, Auditoriums, Open Banquet Venues, laundry and canteen.
- k) Agent shall be responsible for damage to / breakage of equipments / inventory in his charge, if caused due to negligence of his / its employees and the cost of repair / replacement of the equipments will be borne by the Agent.
- l) Agent shall not transfer, assign, pledge or sub-contract his rights and liabilities under this contract to any other party or person without prior written consent of Court Receiver. He shall have to hand over the premises of the Restaurants, Guest Houses, Auditoriums, Open Banquet Venues, laundry and canteen alongwith furniture, fixtures & fittings, other equipments and material provided by the Court Receiver in good condition, save fair wear and tear on expiry / termination of the agreement.
- m) Agent shall take possession of the Musical fountain on "as is where is" and "as is what is" basis for the purpose of operating Musical fountain and it shall be the responsibility of the Agent to procure other equipments required for operating and maintaining Musical fountain.
- n) Agent shall be responsible for the upkeep and maintenance of control room and control panel therein and also for maintaining of all electrical and electronic waves of Musical fountain.

o) Agent shall follow all the standard operating procedure of Musical fountain and rectify all the faults from time to time. He shall undertake all the preventive maintenance to ensure proper functioning of the system by regular change of defective parts / spares / components.

p) Agent as a whole, shall be responsible for the performance of the total Musical fountain for the agency period from the effective date of agency.

q) Agent shall pay electricity bill, water bill and all taxes including such taxes that may be introduced in future during the existence of agency.

2) WATER SPORTS & ADVENTURE SPORTS (OPERATIONS AND MAINTENANCE)

a) Agent shall operate and maintain water sports activities in the Dam no.5 in Aamby Valley City and Adventure Sports activities in the area in between Airport and Service Zone.

b) Agent shall arrange and maintain basic visitor amenities like ticketing counter, seating area, drinking water, changing rooms and storage for equipment.

c) Agent shall be provided the land to operate and maintain water sports and Adventure sports on "right to use basis" only.

d) The Agent shall employ human resources trained and certified with institutions of national/international/government recognized institutes or equivalent institutes. The Agent shall at all times keep the relevant documents of the human resources at the facility for ready reference of the visitors and monitoring agencies. Such human resources shall include sufficient number of professional staff including life guards and paramedics with good track record of operating water sports as well as Adventure sports and who shall have all the required technical capabilities/qualities.

e) Except the equipments, boats, jet skies, ATV's and other equipments of water sports and Adventure sports, etc. taken over by the Agent on 'as is where is' basis and 'as is what is' basis for the purpose of operating water sports and adventure sports, it

shall be the responsibility of the Agent to procure other equipments required for operating and maintaining water sports and adventure sports activities.

f) Agent shall ensure that the equipments, boats, water skies, Jet skies, All Terrain Vehicles (ATV's) and all other articles provided to him by Court Receiver are properly maintained by overhauling them from time to time.

g) Agent shall hand over all equipments and articles handed over to him by Court Receiver, at the time of termination/end of agency in good condition (reasonable wear and tear excepted).

h) Agent shall maintain facilities like changing rooms, ticket counter displaying rates of water sports, Adventure sports and drinking water for the visitors.

3) GOLF COURSE (OPERATION AND MAINTENANCE)

a) Agent shall operate and maintain 18 holes PGA Certified golf course including their fairway, tee boxes, hazards, bunkers and greens situated in Aamby Valley City and spread over 256 acres.

b) Agent shall be provided the area of the property of golf course, Club and maintenance garage on "right to use basis" only.

c) Agent shall generate and earn revenue through green fees from operating the golf course by arranging tournaments, tours, sale of golf sets, accessories and gears, etc.

d) Agent shall provide active, on-site, hands on management at the courses, driving ranges, Club cum restaurant at all times.

e) Agent shall maintain the entire golf course as per PGA standards.

f) Agent shall maintain, clean and upkeep the patios, walkways, golf course office, cart, Club, the golf club grounds, designated storage area, parking lot, all buildings relating to golf course. Agent shall also provide clean and well stocked restrooms at all times.

- g) Agent shall maintain all internal fixtures, including ceilings, walls, decorations, furnishings, lighting and floor coverings and any showcases, racks, other display and sales fixtures, including property identification and signage.
 - h) Agent shall maintain and operate the water lifting pumps installed on Dam no.2 in Aamby Valley City. He shall also maintain and operate the water lifting pumps installed in the water storage tank situated in the golf course area.
 - i) Agent shall also maintain and operate the entire irrigation facilities / system including drip irrigation as well as sprinkler system and pipelines laid for purpose of providing water supply to entire golf course.
 - j) Agent shall be responsible for golf course security which may consist of adequate lighting, perimeter security system, building alarm and cameras.
 - k) Agent shall operate the premises of the golf course and club of the Aamby Valley City along with the golf carts, furniture, fixtures, fittings, lawn mowers and other accessories required for maintenance of horticulture work, hand tools, utensils, cooking articles, serving articles and instruments including other equipments required for maintaining golf course on 'as is where is' and 'as is what is' basis.
 - l) Besides the machines and equipments mentioned in clause (k) herein above, the Agent shall arrange for the necessary machines and equipments required for operation, management and maintenance of the golf course.
 - m) Agent shall provide all utility services to the golf course including water, reclaimed / recycled water, electricity, telecommunications etc.
 - n) Agent shall maintain and repair all plumbing & electrical material pertaining to the golf course and buildings attached to it;
- 4) HOSPITAL (OPERATION & MAINTENANCE)**
- a) Agent shall operate and maintain fully furnished and well equipped 10 Bed IPD capacity Hospital.

- b) Agent shall generate and earn revenue by providing all kinds of medical services to the patients from the said hospital.
- c) Equipments already lying in the hospital may be used by the agent on "as is where is basis" and "as is what is basis" and it shall be the responsibility of the Agent to procure other equipments required for operating and maintaining the hospital.
- d) Agent shall keep open hospital 24 x 7 for the purpose of providing emergency medical services, first aid and necessary treatment to the patients.
- e) Agent shall deploy well qualified, trained, experienced Medical Officers/Doctors and necessary staff for maintaining the hospital services including pharmacy.
- f) It shall be the duty of the Agent to maintain the hospital and its premises hygienic, neat, clean and in healthy condition.
- g) Agent shall pay the necessary electricity charges and water charges for availing the said facilities.
- h) Agent shall hand back all the equipments and articles handed over to him by the Court Receiver at the time of termination/end of Agency in good condition (reasonable wear and tear excepted).

5) ROAD MAINTENANCE, SANITATION/CLEANING, SOLID WASTE MANAGEMENT

- a) Agent shall maintain and repair roads, if required, and survey them frequently for any cracks, deterioration and/or potholes.
- b) Agent shall collect, load, transport and dispose all waste, garbage (dry waste, food waste, green waste, debris) and clean all the septic tanks in Aamby Valley City.
- c) Agent shall dispose of all collected garbage (dry waste, green waste, debris) at Petshahapur dumping yard and food waste at biogas plant near Service Zone, along with proper segregation.

- d) Agent shall arrange at his own cost all the personnel with requisite uniforms and appropriate safety gears such as reflective jackets, raincoats, hand gloves, aprons, protective foot wear and other such things along with all other accessories like tools and tackles, brooms, cleaning chemicals, garbage bags, long handle brooms, ghamela, gumboots, reusable masks, scrapper (panja), safety equipments etc.
- e) Agent shall dispose the street sweeping waste and inert at the designated location.
- f) Agent shall dispose the dead animals at the designated location for animal waste disposal. The dead animal needs to be cleared from the street immediately from the time identified on the streets and need to be transported to the designated location.
- g) Agent shall transport all waste in hygienic manner and without any spillage or leakage during transportation.
- h) Agent shall not burn, dump collected waste on the roads/areas outside or inside the City or transport it to other locations except designated location at Pethshahpur.
- i) Agent shall keep all dust bins and surrounding areas neat and clean.
- j) Agent shall carry out door to door collection of waste. Any mixed waste received, shall be transferred for secondary transportation to the designated location for mixed waste. Kitchen waste/organic waste shall be collected in separate receptacles.
- k) Agent shall keep clean all roads, pathways (including weeds) and drains. As per requirements, pathway cleaning also to be done by high pressure water jet.
- l) Agent shall place adequate bins for biodegradable and non-biodegradable waste at appropriate locations / streets.
- m) Agent shall prevent disturbance or damage or destruction to property of Aamby Valley City and in such eventuality, pay compensation for damages to be assessed by Court Receiver.

6) SECURITY & FIRE FIGHTING FOR ENTIRE CITY

- a) Agent shall provide the requisite number of security personnel to provide security and fire safety to Aamby Valley City spread over a circumference of 48 sq. kms.
- b) Agent shall provide protective gears, items and equipments, headgears, torches, lathis, shoes, uniforms including rain coat, jerseys etc. for efficient conduct of duty by the agency personnel and the same shall be in good, neat and usable condition.
- c) It is clarified that no accommodation will be provided by Court Receiver in the City for the agency personnel and the agency shall make its own arrangements for its personnel.
- d) Agent shall alone be liable to pay compensation for any damage / death / injury sustained by the personnel or any other members of the agency as sustained by them in the course of their work / duty at the Aamby Valley City during the period of agency.
- e) Agent shall arrange to effectively safeguard men, property, materials and the interest of the residents in the City and at designated places by posting its personnel in such manner and at such points and at time to ensure that the Aamby Valley City and its interests are fully and wholly safeguarded. This includes assisting the Court Receiver in first-aid and fire safety operations as may be deemed necessary.
- f) Agent shall also ensure that no encroachment of whatsoever nature occurs on any part and parcel of Aamby Valley City.
- g) In the event of theft, pilferage or damage to the Aamby Valley City in custody of Court Receiver, the Agent shall be responsible and he shall make good the losses / damage.
- h) In case of any untoward incident including theft, fire, damage, loss to the property and person in Aamby Valley City, the Agent shall be responsible to intimate the concerned police station by lodging First Information Report at the earliest and completing all the legal formalities.

- i) The security personnel provided by the Agent shall be well trained in handling fire arms and shall possess valid fire arm licenses.
- j) The Agent shall deploy adequate number of armed security guards at the prominent places as requisitioned by the Court Receiver.

7) WATER SUPPLY AND SEWERAGE MANAGEMENT

- a) Agent shall operate and maintain entire water supply and sewerage facility in Aamby Valley City.
- b) Agent shall operate and maintain water lifting pumps installed at two different water lifting stations at Dam Nos. 3 and 5.
- c) Agent shall also operate and maintain the entire water supply pipelines, valves, taps, sprinkler system, drip irrigation system, water meters installed at various places including offices, restaurants, guest houses, service quarters, villas occupied under leasehold rights, as well as at various other places in the entire city.
- d) Agent shall also operate and maintain two water treatment plants.
- e) Agent shall provide adequate water supply to the entire city including the villa occupants, restaurants, guest houses, chalets, offices, service quarters, transport zone, various other places etc.
- f) Agent shall also provide adequate water supply to horticulture, gardens and landscaping in entire city.
- g) Agent shall bear the entire cost of operating and maintaining entire water supply system including repairs of water lifting pumps, valves, water purification process, pipelines, taps, etc.
- h) Agent shall use necessary, permitted and safe chemicals like chlorine to purify drinking water to be supplied in entire city.
- i) Agent shall also operate and maintain six sewage treatment plants including one effluent treatment plant.

- j) Agent shall ensure treatment of water in the water treatment plants. It shall also maintain and repair the pumps, pipelines, valves, taps, etc by bearing all the necessary costs.
- k) Agent shall ensure that the water treatment plants, sewerage treatment plant, effluent treatment plant and its surroundings are kept in clean and hygienic condition.
- l) Agent shall provide adequate number of well trained employees to operate and maintain the water supply and treatment plant in the City.
- m) It shall be the duty of the Agent to take the readings of water meters provided to various facilities in the city including the villas, restaurants, guest houses, chalets, etc.
- n) In the event of any contamination of any water body/source, the Agent shall immediately inform the appropriate security agencies and Court Receiver, High Court of Bombay and take immediate steps to identify the source of contamination and take immediate remedial measures.

8) ELECTRICITY (OPERATION AND MAINTENANCE)

- a) Agent shall operate and maintain all the equipments including the sub-station(s) and/or transformers connected with the supply of electricity to all occupants of the Aamby Valley City via individual meters.
- b) Agent shall also maintain electricity supply and lights of all passages, internal roads in the city, common usage areas, electric sub-station(s) and equipments, pump(s), security and fire protection system and hydrants, transformer(s), D.G. set(s) for power back-up, etc.,
- c) Agent shall provide electricity round the clock to the entire city and ensure that there is no hurdle in supply of electricity including utilities and make provisions for generators, temporary and alternative supply of electricity in case of power outage. Agent shall provide round the clock electricity supply to the water treatment plants/ sewerage treatment plants/ effluent treatment plant, front office, telecommunications

facility department, restaurants, hotels, guest houses, chalets, villas, site office, supply to the water pumping/lifting pumps installed at the three dams in the city etc.

d) Agent shall regularly check and maintain all the street lights, bulbs, wiring etc., in the entire city and promptly replace at his cost, as and when required.

e) Agent shall maintain adequate number of manpower/labourers/employees to ensure that continuous electricity supply to the city is maintained round the clock.

9) TELECOMMUNICATION FACILITY

a) Agent shall maintain the entire Telecommunication Facility and Information Technology in the Aamby Valley City.

b) Agent shall provide the telephone services, internet/data services, cable television services wherever required in the city.

c) Agent shall operate all existing features in the telephone exchange and shall be fully responsible for supply of equipments and accessories to the site, arrange personnel and complete the maintenance work as required from time to time.

d) Agent shall be fully responsible for all associated activities in relation to Annual Maintenance Contract of the Telephone Exchange. Any time during the Annual Maintenance Contract period, if the exchange goes out of service then the Agent has to repair the system so as to operate all the existing features in the exchange without any additional cost to the Court Receiver.

e) Agent shall provide all electrical fittings like power cords, plug points etc., and undertake any electrical work external to the system, any cabling (power / signal), painting or refinishing the machines or furnishing material therefore, installation, maintenance or removal of alterations, attachments, or other devices.

f) Agent shall also provide cable network and internet services, digital cable TV, billing, end user support and other services to subscribers/users of cable TV in the city, setting up and operating any head end control room or providing cable service as well as internet and telephone services through any head end control.

10) HORTICULTURE / GARDENS / LANDSCAPING (MANAGEMENT AND MAINTENANCE) IN ENTIRE CITY.

- a) Agent shall manage and maintain all the Horticulture / Gardens / Landscaping in entire City including 2 Nurseries situated in the Service Zone area in Aamby Valley City in good condition. Agent shall keep the lawn area, garden and surroundings in a neat and clean condition, maintain all plant hedges. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- b) Agent shall also provide fertilizer, pesticides, insecticides and medicines to the entire Horticulture / Garden / Landscaping and Nurseries as and when required.
- c) Agent shall also do new plantation of seasonal flower bedding, decorative plants, shrubbing, etc.
- d) Agent shall ensure regular uprooting of all kinds of weeds, unwanted bushes, removing dead leaves, cleaning the area including disposal of waste leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding soil and manure to the roots of plants wherever necessary.
- e) Agent shall provide necessary manpower, supervision, tools and tackles and protective gear including raincoats, gumboots and hand gloves and all that is required to carry out mowing, earthworks, planting, training and pruning, weeding, cleaning, irrigation with adequate deployment of horticulturists, labourers, etc.
- f) Agent shall ensure that weeding is done around the tree. Mortality replacement is to be carried out immediately. Watering should be done on need basis. Training and pruning once in a month or on need basis to give desired shape to the tree/climbers. Taking up plant protection measures and application of recommended manure / fertilizers should be done.
- g) Agent to ensure that the waste, dried leaves, mowed grass, etc. is disposed of regularly and properly in environment friendly manner once in a week only at designated place without affecting the live trees in any manner what so ever/without

causing any damage/inconvenience to the natives/villa occupants in the City and public in the surroundings.

h) Agent shall ensure that in the course of his activities, the gardeners, workers shall not spoil or damage the landscape gardens, plants, trees, shrubs, potted plants etc. in any manner whatsoever. They shall not disturb/cause inconvenience to the officials, City residents, any third party or their property in any case.

i) No trees shall be cut without the prior written permission of the Court Receiver, High Court of Bombay.

PART - II

GENERAL TERMS AND CONDITIONS FOR ALL ABOVE PURPOSE/ITEMS:

The General Terms and Conditions shall be in addition to (and be deemed to be incorporated in) the specific terms and conditions listed herein above for the provision of specific items and shall be binding equally on the Agents irrespective of the items mentioned in Part-I. In case of any conflict between the specific and general terms, the general terms and conditions shall prevail.

1) Agent shall not transfer his rights under the agency to anyone else. In case the Agent is a Company or Partnership Firm or LLP, it shall not change the composition/holding/management of the organization without prior consent of the Court Receiver. The Agent shall not have tenancy rights on the place so provided to him by the Court Receiver. He shall have to vacate the place allotted to him immediately on expiry/termination of agency agreement or when requisitioned by the Court Receiver.

2) If the Agent acts negligently or his performance of duties is not found satisfactory, or if he commits breach of terms and conditions, he will be issued 15 days prior notice for improvement by the Court Receiver. If satisfactory improvement is not found even after this notice, a final 7 days notice of termination will be issued to the Agent by the Court Receiver. On termination of the agency by the Court Receiver, the

agency agreement shall become null and void and all the rights of the Agent shall immediately stand ceased and determined. The agency may also be terminated for any criminal/unlawful acts on the part of Agent or his employees which are not specifically referred herein.

3) All damages/breakage to the equipment/inventory in charge of the Agent, if caused due to any acts or omissions or negligence of the Agent or his employee/s, the cost or repair/replacement of the equipment/s will be borne by the Agent.

4) Agent and his staff shall take all precautions to prevent from loss, destruction, waste or misuse of areas of which responsibility is given to him by the Court Receiver and shall not lend to any person or company any of the effects of the Aamby Valley City under his control. The Agent shall not make any structural changes in the Aamby Valley City or any part thereof without the prior written consent of the Court Receiver.

5) Agent shall ensure that illegal activities shall not be allowed inside the city.

6) The Court Receiver, High Court Bombay shall have the right to re-enter the City and terminate the agency at any time without notice, in case of default or any type of malpractice noticed on the part of the Agent.

7) In the event of agency being cancelled by Pollution Control Boards's directives or FSSAI or any other government authority, the Court Receiver, High Court, Bombay will not be liable for refund of royalty fees.

8) The Agent shall immediately take back all movable articles belonging to him in case of termination of agency for any reason whatsoever failing which the properties will be disposed of by the Court Receiver, High Court Bombay as he may deem fit without further notice to Agent.

9) The Court Receiver, High Court Bombay will not be vicariously liable for any act of the Agent or his officers, employees or servants and the Agent shall alone be liable for such acts and the Agent shall indemnify the Court Receiver, High Court Bombay for all claims.

10) The Agent shall adhere to the provisions of all applicable labour laws including Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, Equal Remuneration Act, 1970 and rules made there under. The Agent has to ensure that the payment of minimum wages is made as per Central/State Government notifications whichever is higher.

11) The Agent shall, at his own expense, arrange to take and maintain during the subsistence of agency, in the name of Agent/Agency, an insurance policy towards workmen's compensation from any subsidiary of General Insurance Corporation for any bodily injury and/or death etc. of the persons engaged for the work and deposit the said insurance policy with Court Receiver. On renewal of agency the insurance policy is to be renewed. The Agent shall also take the necessary insurance policies in connection with the provision of his services including for his goods, equipments, vehicles, etc. and shall regularly pay premium and ensure that the policy is valid at all times during the course of the agency. The agent shall also provide adequate third party indemnity and protection of liability and ensure that the Court Receiver suffers no harm monetary or otherwise on account of the agency. The Court Receiver shall be co-assured by the Agent.

12) The Agent, on the request of Court Receiver, shall immediately remove from the work site any of his workers/gardeners/labours or any person(s) engaged by him to carry out the above jobs, who, in the opinion of the Court Receiver, may be unsuitable or incompetent for the work entrusted. Further if any of the workers commit any misconduct, such person(s) shall not be employed again by the Agent without the permission of the Court Receiver. Suitable replacement is to be made immediately.

13) The Agent/Agency shall not engage any personnel/employees with criminal antecedents.

14) Court Receiver shall not accept any claim in the event of any worker/guest/visitor sustaining any injury, damage or loss to either person or property either inside or outside Aamby Valley City and the same shall be the sole liability and responsibility of the agent. If any person engaged by Agent/agency is injured or

rendered partially/permanently disabled/indisposed due to any reason such as disease, accident, fire, etc., during the working hours or in the course of employment, it shall be the sole responsibility of the Agent to take care of them and to pay necessary compensation in respect of such personnel as per relevant labour laws including all medical expenses, legal expenses, etc. and Court Receiver does not hold any responsibility in this regard whatsoever.

15) The personnel of the Agent shall not be treated or considered as employees of the Court Receiver under any circumstances and for any reasons. The Agent shall ensure that their personnel shall at all times work with high professional standards and commitment with the Court Receiver to maintain strict security measures round the clock.

16) Agent shall agree and acknowledge that all personnel engaged by him and all his representatives, agents, sub-agents shall be his own employee(s) only and he shall be solely responsible for payment of all statutory obligations of the personnel, representatives, agents, sub-agents. There shall be no relationship of employer and employee in between the Court Receiver and any of the person(s) engaged/appointed by the Agent.

17) All sanctions, permissions, no objections, letters of intent, consent, licenses, clearances, approvals, etc. shall be obtained by the Agent at his own cost and the same shall be kept valid and in force throughout.

18) All costs, duties, cess, land revenue and taxes including GST, Income Tax and other taxes, if any, stamp duty and registration charges, etc., whether prevailing now or introduced in the future shall be borne by the Agent.

19) Any additional terms and conditions will be incorporated as and when required as per the instructions and directions of Hon'ble Judges of Bombay High Court or Hon'ble Supreme Court of India other than the mentioned terms and conditions in the Notice. This will be binding on the Agent.

20) All the properties will be handed over to the Agent with a list with all details of the properties and will be signed by both the parties.

- 21) All the vehicles / equipments required for the purposes of agency shall be of agent and those vehicles/ equipments should be having full insurance cover including third party liability.
- 22) It is clarified that no accommodation will be provided by Court Receiver in the Aamby Valley City for the agency personnel and the agency shall make its own arrangements for its personnel.
- 23) Agent shall engage personnel who are polite, with good behaviour, good conduct, alert and committed in the discharge of duty.
- 24) The Agent shall bear and pay all electricity bills, water charges, all other costs, charges and expenses in connection with the provision of item/s mentioned in Part - I, in relation to Aamby Valley City.
- 25) Agent shall hand back all the equipments and articles handed over to him at the time of commencement of agency or found in the Aamby Valley City in good condition, fair wear and tear excepted at the time of termination/end of agency. The Agent shall leave behind all permanent work or alteration as cannot be removed without damage and shall not claim any compensation from the Court Receiver for such unremoved alteration left behind.
- 26) Notwithstanding the above, the Court Receiver can terminate the agency without assigning any reason after giving 15 days prior notice in writing to the Agent. On expiry of the said notice period, the agency shall automatically come to an end without requiring any further act on part of the Court Receiver or Agent. Upon the expiry of the notice period, the Agent shall hand back all the equipments, articles and goods either provided by the Court Receiver or found in Aamby Valley City in the manner provided above and vacate and remove himself, his officers, agents, servants, employees and all his equipment and goods from Aamby Valley forthwith.
- 27) In case the Agent fails to comply with the aforesaid on termination/end of the agency, the Agent, his officers, agents, servants, employees shall be trespassers thereon and the Court Receiver or any other person(s) authorized in that behalf shall be entitled

to prevent the Agent, his officers, agents, servants, employees from entering Aamby Valley City, or any part thereof and remove their goods/equipments or deal with and dispose them in the manner they deem fit.

Provided however that if the Court Receiver is unable for any reason whatsoever to remove the Agent or if any time is given for vacating, the same shall not be deemed or taken to be any concession, nor shall it amount to renewal of the agency for a further period. The Agent shall so long as he fails to vacate be liable to pay a sum of Rs.5,00,000/- (Rupees Five Lac only) per day as and by way of agreed amount of liquidated quantified damages for illegal occupation. This is without prejudice to any other right and remedies available to the Court Receiver.

28) In the event the agency is terminated on account of breach of any terms or conditions or due to any unlawful activities of the Agent, he shall be liable and responsible for all loss, harm, damage, costs, expenses and charges suffered, incurred or borne by the Court Receiver or any other person or entity on account of such breach and shall indemnify the Court Receiver in respect thereof.

29) Court Receiver reserves the right to add, alter, amend and delete any of the above mentioned terms at any time and the same will be binding on the Agent.

30) All actions and orders of Court Receiver shall be subject to orders of Hon'ble Supreme Court which may be passed in Contempt Petition Nos. 1820-1822 of 2017.

All the above terms and conditions are intended only for initial proposal and the same may be altered/modified at the time of entering agency agreement.

Date: 12th day of April, 2018.

Sd/-
Court Receiver,
High Court, Bombay