

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF THE OFFICIAL LIQUIDATOR
HIGH COURT OF BOMBAY, AT NAGPUR.**



2nd Floor, East Wing,
New Secretariat Building,
Opp. V.C.A. Ground,
Civil Lines, Nagpur – 440 001.

Tel : 2522934(o)

Fax : 0712-2522934
Tel Add. SAMAPAK
NAGPUR

No. OL/NGP/

Date:

Subject: Quotations for Hiring of 02 Persons for official working of the office of the Official Liquidator, High Court of Bombay, at Nagpur.

NOTICE

1. Quotations are Invited on following Terms and Conditions for hiring of 02 Persons for official working of the O/o. Official Liquidator, High Court of Bombay at Nagpur, who should have essential qualification of any degree of recognized university after passing 10th and 12th of the recognized board of the state. The Persons should also possess the qualification of typing and having knowledge of computer viz Tally, MS Office, Excel and MS word. Detailed quotations/rates duly signed by authorized person giving full name, Address and telephone numbers etc. may be furnished in Sealed cover envelop by 21/01/2015 upto 1:30 pm to this office and the opening of quotations shall take place on the same date at 04:00 pm. The price offered by lowest bidder is subject to Confirmation / approval of the competent Authority and the party will be intimated only after receiving the said approval.

TERMS AND CONDITIONS:

2. Fixed sum will be payable to the Agency on monthly basis as per the mutually agreed terms for the services of Persons provided by the agency.
3. The agency is required to give details of sums to be paid to the Persons appointed and charged by them.
4. Persons provided by the agency will have to attend their duties at specified timing on all working days (i.e. **Monday** to **Friday** in a week) in the O/o. Official Liquidator, High Court of Bombay, at Nagpur. Late attendance, leaving early, leaving the office intermittently, absenteeism shall not be accepted and in case of urgency of work, they have to attend the office on holiday as per instruction of the Official Liquidator.
5. The agency shall be responsible for their conduct and observance of normal discipline at this office.
6. The Persons will not be provided any transport facilities or conveyance allowance for attending their duties by this office.

7. Any violation of discipline or irregularity in attendance or indulgence in misconduct on the part of Persons deployed shall be immediately withdrawn upon the instruction of this office.
8. Even though the contract have been awarded to the agency for the particular period, the Official Liquidator, High Court at Nagpur reserves the right to terminate any particular person or all of them engaged through the agency without assigning any reasons thereof.
9. The agency shall submit an invoice by 1st day of every month with details of payment to be made to the agency.
10. The Persons engaged through the agency will have no right whatsoever to the permanent/contractual employment/regularization/absorption in the O/o Official Liquidator, High Court at Nagpur or in the Ministry of Corporate Affairs.
11. Arrangement made with the agency for engaging Persons would not entitle any of the Person for regular or contract appointment at the O/o. Official Liquidator, High Court at Nagpur on any post at any point of time.
12. Agency would be fully responsible for its Persons for their termination/discharge or for any legal action or liabilities and/or payment of legal duties like salary or wages, PF/ESI contribution. The agency shall also be responsible to keep all records required by law i.e. Contract Labour (Regulating & Abolition) Act, the Employees Provident Fund Act, Minimum Wages Act, the Payment of Wages Act 1956, Payment of Bonus Act, E.S.I. Act or any such Act applicable to carry out the work assigned by this office.
13. TDS will be deducted as per Income Tax Act, 1961 at the applicable rate in force from time to time.
14. The tenure of contract shall be 1 Year from the date of acceptance of the tender/issue of the letter and the Official Liquidator also reserves the right to discontinue the contract by giving one month notice in advance at any time during the contract period.
15. In case of any dispute arises in operation of the contract, the decision of the Official Liquidator, High Court at Nagpur shall be binding to both the parties.
16. **Security Deposit:-** The contractor/agency shall be required to deposit any amount equal to 10% of the annual value of the contract or any such sum as mutually agreed upon the parties as Security Deposit immediately on issue of work order in the form of **Fixed Deposit Receipt** of Nationalized/Scheduled Bank drawn in favour of the Official Liquidator, High Court at Nagpur. No interest shall be paid on such security deposit, which shall remain with the Official Liquidator's office during the period of the contract and it shall be released only after expiry/termination of the contract, subject to clearance of all dues by the contractor/agency.

The whole amount of the security deposit shall be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor/agency. The security deposit shall also be liable to appropriation against dues payable to the O/o Official Liquidator, High Court at Nagpur under the agreement or damage or expenses that may be sustained by the office as a result of negligence or such acts and omissions on the part of the contractor/agency or the persons deployed by agency at this office.

The whole amount of the security deposit shall also be liable to forfeiture in the event of the contractor/agency not being able to continue the contract for the

entire duration of the contract on the same rate, terms and conditions and chooses the option to give three 'months' notice in writing to the office for termination of the contract.

17. **ARBITRATION**:- All disputes arising between the parties shall be referred to and settled through Arbitration & Conciliation Act, 1996 and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purpose of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated, injunctive relief. The place of arbitration shall be at Nagpur and the language of arbitration shall be in English.
18. **JURISDICTION**: Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject, matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Nagpur and only the said courts shall have jurisdictions to entertain and try such action (s) and/or proceedings to the exclusion of all the other courts.
19. The price offered by lowest bidder is subject to Confirmation / approval of the competent Authority and the party will be intimated only after receiving the said approval.

(M.V. Chakranarayan)
Official Liquidator, High Court,
Nagpur