

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF THE OFFICIAL LIQUIDATOR
HIGH COURT OF BOMBAY, AT NAGPUR
2ND FLOOR, NEW SECRETARIATE BUILDING,
OPP VCA GROUND, CIVIL LINES, NAGPUR.**

No.MCA/OL/NAGPUR/2013

Dated 12/02/2013

Subject: Hiring of One Vehicle on monthly basis for the official use of the office of the Official Liquidator attached to High Court, Nagpur Bench.

Terms and Conditions

1. The vehicle to be provided should not be more than five years old and should be in good/ top running condition, well painted and clean upholstery and having sitting capacity of one plus four passengers.
2. The supplier/ individual/ company / firm should have experience in providing vehicle/ taxis to various parties and also must be capable of providing another vehicle in case of failure/ breakdown of the first vehicle.
3. The vehicle will be running in the office which comes under Ministry Of Corporate Affairs and the office is attached to the Hon'ble High Court Nagpur and the vehicle must be made available at given time and day as informed by the office.
4. The Driver to be provided with the vehicle should not have any criminal case/ case under motor vehicle act / case relating to moral turpitude pending against him in any court of law and must bear good conduct and moral character.
5. The drivers of the vehicle provided must follow traffic rules and regulation prescribed by the Govt. from time to time. Drivers should be familiar with all places in Nagpur.
6. The vehicle is to be used by the officer of the office and, the firm/ Individual / Supplier should ensure that driver to be provided must possess valid license with two years experience and carry all necessary documents (Registration Certificate, Insurance Papers and PUC Certificate etc) with him. The driver must always be in common uniform and must be well mannered and courteous and should always carry mobile phone with him, as it will enable the officer to contact him at that time.
7. (a) The vehicle require on all working days i.e. from Monday to Friday normally from 9.30 A.M. to 7 P.M. i.e. for nine and half hours daily and the vehicle will be needed a on Saturdays, Sundays and other holidays only in the exceptional cases for which prior intimation as per requirements will be given.

(b) Saturday, Sunday and other holidays will be covered in the definition of month. Late sitting beyond 7.00 p.m. on any day will be compensated by meals-cum-transport allowance of Rs. 100/- per day.

(c) The supplier/ Firm/ Individual may quote the rate for running the vehicle up to 1500 Kms in a month (A/c Car) along with rate for running per extra Kilometer beyond 1500 Km.

(d) The firm / supplier can submit their quotations for the aforesaid office.
8. Any change in vehicle or driver will be allowed only in exceptional circumstances and that too with prior information/ approval.
9. The vehicle should report to the place of requirement as per directions of the office. The mileage will be counted from the place where the duty starts up to the

place where the duty ends and billing will be effected from the place Reporting and Relieving.

10. The vehicles should insured comprehensively and should have necessary permits from Transport Department/ Authority.

11. The office will not be responsible for any Challan/ loss/ damage/ theft or accident to the vehicle or to any other vehicle or injury.

12. The payment will be made on monthly basis on submission of receipted bill(s) duly supported by duty slip(s)/ log sheet(s) duly signed by the concerned officer. In case of break down of vehicle another vehicle and driver should be provided immediately so that there is no inconvenience / disruption in the work of the office

13. The transporter must have all requisite clearance certificates etc. from the concerned Government agencies as per rule.

14. The daily –record indicating time and mileage for the vehicle shall be maintained.

15. The office will be responsible for the parking charges when the vehicle is on official duty. However, the transporter shall pay the parking charges during use and the same shall be reimbursed to the transporter on raising monthly bill.

16. The payment of bill will be done by e- payment only (Directly depositing the amount in the Bank) after deducting 2% TDS.

17. The transporter / firm/ individual will have no Right to enhance the charges during the continuance of the Agreement and therefore Rates offered will be for one year.

18. The successful Party/ bidder will have to enter into an Agreement for one year on Rs.100/- Non- Judicial stamp paper. However, the office reserves the right to cancel the Agreement at any time without assigning any reason whatsoever.

19. The contract will initially be for a period of one year extendable for another year on rendering satisfactory services and subject to the sanction/ Permission of the Competent Authority

20. Log book has to be maintained for each vehicle.

21. Only the office accepting the quotations shall be responsible to the transporter and vice versa.

22. The vehicle shall bear mark ‘ON DUTY WITH OFFICE OF THE OFFICIAL LIQUIDATOR, NAGPUR.’

23. The Operator indemnifies for loss/damage of the property or life of the passenger or third party because of negligence of driver or poor maintenance of vehicle or due to an accident.

24. The operator and the driver shall be bound to carry out the instructions of the office assigned to the vehicle.

25. The liability on account of fuel, driver and all expenses relating to the vehicle should be solely and wholly be on account of the operator and the office will not bear any liability from hiring charges.

26. The Contract will start from 01-4-2013 to 31-3-2014 and can be terminated in case of financial constraints/ underforseen circumstances after prior notice for which no damage/ claim shall be entertained by the office.

27. Interested parties subject to aforesaid terms and conditions may submit their respective offers / Quotations in a Sealed cover Subscribed “Quotation for Hiring of the Vehicle” Latest by 11/03/2013 upto 5 P.M. and the Quotation/ Offers will be opened on 12/03/2013 at 4.00 P.M in the office and parties may remain present on the said date and time if they so desire.

28. The price offered by lowest bidder is subject to Confirmation / approval by the office of Regional Director Western Region Mumbai and the party will be intimated only after receiving the said approval.

**Official Liquidator
High Court, Nagpur.**