



भारत सरकार
GOVERNMENT OF INDIA

कम्पनी कार्य मंत्रालय
MINISTRY OF CORPORATE AFFAIRS
शासकीय समापक उच्चन्यायालय मुंबई का कार्यालय
OFFICE OF THE OFFICIAL LIQUIDATOR
High Court Bombay

बैंक ऑफ इन्डिया, पाचवी मंजिल, महात्मा गांधी मार्ग, फोर्ट मुंबई- 400 023
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**TENDER ENQUIRY FOR PROVIDING SERVICES OF
PERSONNEL AT THE OFFICE OF OFFICIAL LIQUIDATOR,
HIGH COURT, BOMBAY MINISTRY OF CORPORATE
AFFAIRS, MUMBAI.**

The Office of the Official Liquidator, High Court, Bombay invites quotations for providing service of personnel at the O/o. the Official Liquidator, High Court, Mumbai in two bid systems. This tender enquiry consist of Technical bid and Commercial bid. The Technical bid & Commercial Bid must be submitted in two separate sealed envelopes super scribed separately as “Technical Bid” & “Commercial Bid” respectively. The tenders shall be accepted till **08/12/2014 up to 03.00** p.m. and the same will be opened on **08/12/2014 at 4.30 PM** in the meeting of the Committee appointed for this purpose.

TERMS AND CONDITIONS:

1. The Agency shall provide services of the following personnel:-
 - (a). 15 to 18 number of Clerks having essential qualification of any degree of recognized university after passing 10th and 12th

of the recognized board of the a state. The personal should also possess the qualification of typing and having knowledge in computer viz MS Office and excel

(b) At lease 4 number of data entry operator having essential qualification of any degree of recognized university after passing 10th and 12th of the recognized board of the a state. The personal should also possess the qualification data entry in computer and should also having working knowledge of tally and computer viz MS Office and excel.

(c) one (1) Junior Stenographer having essential qualification of any degree of recognized university after passing 10th and 12th of the recognized board of the a state. The personal should also possess the qualification of stenography with typing in computer and having knowledge in computer viz MS Office and excel.

2. Fixed sum will be payable to the Agency on monthly basis as per the mutually agreed terms for the services of the personnel provided by the agency.
3. Mere quoting lowest rate does not entails the right to award the contract to the lowest bidder.

4. The agency is required to give details of sums to be paid to the personnel appointed and commission charged by them.
5. Personnel provided by the agency will have to attend their duties at specified timing on all working days (i.e. from **Monday** to **Friday** in a week) in the Office of the Official Liquidator, High Court, Bombay. Late attendance , leaving early, leaving the office intermittently, absenteeism shall not be accepted.
6. The agency shall be responsible for their conduct and observance of normal discipline at the office of the Official Liquidator, High Court, Bombay
7. The personnel will not be provided any transport facilities or conveyance allowance for attending their duties at the Office of the Official Liquidator, High Court, Bombay
8. Any violation of discipline or irregularity in attendance or indulgence in misconduct on the part of personnel deployed shall be immediately withdrawn upon the instruction of the Official Liquidator, High Court, Bombay
9. Even though the contract have been awarded to the agency for the particular period, the Official Liquidator, High Court, Bombay

reserves the right to terminate any particular personnel or all of them engaged through the agency without assigning any reasons thereof.

10. The agency shall submit an invoice by 1st day of every month with details of payment to be made to the agency.

11. The personnel engaged through the agency will have no right whatsoever to the permanent/contractual employment/regularization /absorption in the Office of the Official Liquidator, High Court, Bombay or in the Ministry of Corporate Affairs

12. Arrangement made with the agency for engaging personnel, would not entitle any of those personnel for regular or contract appointment at the Office of the Official Liquidator, High Court, Bombay on any post at any point of time.

13. Agency would be fully responsible for its personnel 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 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 the Office of the Official Liquidator, High Court, Bombay

14. TDS will be deducted as per Income Tax Act, 1961 at the applicable rate in force from time to time

15. The rate offered by the tenderer for service charges for providing of personnel shall be valid up to 90 days from the date of opening of Commercial Bid or such time as decided by the Official Liquidator.

16. The tenure of contract shall be up to 11 months from the date of acceptance of the tender/issue of the letter and the same shall be extended for another two terms in every year with mutual consent. 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.

17. In case of any dispute arises in operation of the contract, the decision of the Official Liquidator, High Court, Bombay shall be binding to both the parties.

18. **Security Deposit**: - The contractor shall be required to deposit an 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, Bombay. 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.

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. The security deposit shall also be liable to appropriation against dues payable to the office of the Official Liquidator, High Court, Bombay 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 or the persons deployed by agency at the office of the Official Liquidator, High Court, Bombay.

The whole amount of the security deposit shall also be liable to forfeiture in the event of the contractor not being able to continue the contract for the entire duration of the contract on the same rates, terms and conditions and chooses the option to give

three 'months' notice in writing to the office for termination of the contract.

19. **ARBITRATION:-** All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provision of the 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 by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be at Mumbai and the language of arbitration shall be in English.

20. **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 Mumbai and only the said courts shall have jurisdiction to

entertain and try such action (s) and/or proceedings to the exclusion of all the other Courts.

Sd/-

Deputy Official Liquidator, High Court, Bombay

**TECHNICAL BID FOR PROVIDING SERVICES OF
PERSONNEL AT THE OFFICE OF OFFICIAL LIQUIDATOR,
WESTERN REGION, MUMBAI.**

Technical Bids will be opened **08/12/2014** in order to assess the capability and capacity of the tendering parties. Commercial bids shall be opened later, as mentioned in the forms for “Commercial Bids”.

Name of Tenderer : _____

Address of the Firm : _____

Phone No. _____ Fax No. _____

State status whether the firm is Proprietary/Partnership /Company:

Name(s) of the Proprietor/Partner /Director.

1. Registration under various statutes:

Sr. No.	Registration Under Act,	Registration No.
1	Employees Provident Fund Act	
2	Employees State Insurance Act,	
3	Shops & Establishment Act	
4	Professional Tax Registration Number	
5	Permanent Account Number issued by Income Tax department	
6	Maharashtra State Labour Department	

(Xerox copy of above registration of the firm under various statutes must be attached.)

Name of the Client where such services of at least ten employees are being provided at various levels.

Sr No	Name of client/ Institutions	Manager	Admin Staff	Tech nical Staff	Atten dants/ Peons/ Helpers	Secur ity staff	Total	Gross monthly Billing (Rs.)
1								
2								
3								
4								

(If the list of the client is more than the space provided you can attach the list of clients in the above format)

3 Letters of satisfactory performance from 3 of your biggest reputed clients must be attached.

Place: _____

Seal & Sign of the Tenderer

Date : _____

Address: _____

(Seal of the Firm)

Phone No. _____

