

**File No. 10/152/2016-NCLT  
NATIONAL COMPANY LAW TRIBUNAL**

6th Floor, Block-3,  
CGO Complex, Lodhi Road,  
New Delhi- 110003  
Dated: 13<sup>th</sup> October, 2017.

**NOTICE INVITING TENDER**

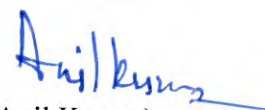
Subject:- Tender for award of contract for providing manpower services of Security Guards on outsourcing basis for a period of one year in NCLT, New Delhi – regarding

National Company Law Tribunal (NCLT) intends to outsource manpower services of Security Guards for day to day official duty/work of the Tribunal for a period of one year, extendable for one more year through a suitable manpower agency on contract basis.

2. The detailed information for outsourcing services of Security Guards has been placed on the web sites [www.nclt.gov.in](http://www.nclt.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

3. Interested persons/agencies may submit their bids to the undersigned before 1.00 P.M. of 27.10.2017 containing rates, schedule, terms and conditions for providing the Security Guard services. Important dates for the tender are as under:

S.No	Particulars	Date and Time
1	Date of issue of Tender document	<u>13</u> .10.2017
2	Last date and time for submission of Tender document.	27.10.2017 till 1.00 PM
3	Date and time for opening of Technical Bids	27.10.2017 at 3.00 PM
4	Likely date for commencement of deployment of required manpower.	13.11.2017



(Anil Kumar)

Under Secretary to the Govt. of India.  
Tel. 011-24363667

## NATIONAL COMPANY LAW TRIBUNAL

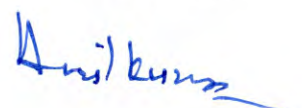
### TENDER DOCUMENT For providing services of Security Guards

#### Security Guard Manpower

- |  |  |
|--|--|
| (a) Period of providing manpower service:                            | One year extendable by another one year                                  |
| (b) Date and time for submission of Tender Document:                 | On all working days from <u>13</u> .10.2017 till 01:00 PM on 27.10.2017. |
| (c) Date and time for opening of Tender:                             | 3:00 P.M. on 27.10.2017.   |
| (d) Likely date for commencement of deployment of required manpower: | 13.11.2017.  |

#### SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

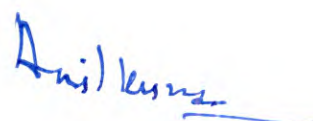
1. The National Company Law Tribunal (NCLT), a Statutory body established under the Companies Act, 2013 to adjudicate disputes under the Companies Act, 2013, invites sealed tenders under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Service Provider for providing manpower of Security Guards on outsource basis for a period of one year from the date of contract with a provision for further extension by one year.
2. The contract for providing the aforesaid manpower is likely to commence from 13.11.2017 and would continue till 12.11.2018. The period of the Contract may be further extended by one year beyond 12.11.2018 provided the requirement of the National Company Law Tribunal (NCLT) for manpower persists at that time or may be curtailed/terminated before 12.11.2018 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the NCLT requirements. The NCLT, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. NCLT has tentative requirement for 3 Security Guards. The requirements may increase/decrease.
4. The interested agencies may submit the tender document complete in all respect along with Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees fifty thousand only) and other requisite documents by 27.10.2017 upto 1.00 PM in the tender box placed at National Company Law Tribunal, Ground Floor, Block No. 3, CGO Complex, New Delhi – 110003. The tender will be opened on the same day at 3:00 PM in the conference room of NCLT.





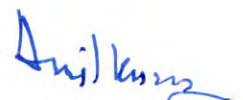
Interested bidders (maximum two persons per agency) would be allowed to be present during the bid opening.

5. The validity of bid will be 90 days from the date of opening of Tenders.
6. The interested agencies are advised to submit sealed envelope under two Bid System, i.e., Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes super subscribing "Technical Bid for providing manpower services of Security Guards to NCLT" and "Financial Bid for providing manpower services of Security Guards to NCLT". Both the sealed envelopes should be kept in one sealed envelope with superscription "Bid for providing manpower services of Security Guard to NCLT". Please note that if any of the three envelopes are unsealed the bids will be treated as unresponsive and the bid will be rejected out rightly. Also, in case the envelopes are not super scribed as mentioned above the bid would be treated as non-responsive.
7. The interested and eligible Service Provider may submit bids complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees fifty thousand only), refundable (without interest) in the form of Demand Draft/ Pay Order drawn in favour of Pay and Accounts Officer, Ministry of Corporate Affairs, New Delhi payable at New Delhi. The tenders shall not be entertained without EMD and after the deadline under any circumstances whatsoever.
8. The Successful tenderer will have to deposit a performance Security Deposit of Rs.1,50,000/- (Rupees one lakh fifty thousand only) in the form of Fixed Deposit Receipt/Bank Guarantee from any Nationalized or Scheduled Commercial Bank but not Cooperative Banks, drawn in favour of the Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi, covering the period of contract plus six months. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be accordingly renewed by the successful tenderer.
9. NCLT reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of NCLT in this regard shall be final and binding on all.
10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted officer of the Government of India or Class-I Officers of the State Governments), along with the Technical Bid (**Annexure B**) failing which their bids shall be summarily/out rightly rejected and will not be considered any further:-
  - a) Registration Certificate of the applicant organization;
  - b) Copy of PAN/GIR Card;
  - c) Copies of EPF and ESI Certificates;
  - d) Copy of the Service Tax/GST registration Certificate;





11. The Service Provider must fulfil all conditions required under labour contract Employment Act/Rules as amended from time to time. All other statutory obligations are to be complied with. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
12. The Service Provider shall submit an affidavit stating that the Service Provider is not / has not been black listed by Central/State Government/ any PSUs at any point of time.
13. The firm should be registered with Income Tax and Service Tax authorities.
14. The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act etc.
15. An affidavit shall be submitted by the Service Provider to the effect that the Service Provider has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax etc.
16. The Service Provider should have an office in Delhi/NCR. The persons deployed by the service provider shall not be less than 18 years of age.
17. The **Financial Bid** should be made in the format given in **Annexure – C**.
18. Since at present TDS is deducted at the rate of 2% of bill value, quotations of administrative/service charge less than or equal the TDS would be treated as unresponsive and will not be considered.
19. Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its bid will be summarily rejected.
20. The service provider must be having an average annual turnover of 40 lakhs during last three financial years ending on 31st March, 2017.
21. The Service Provider must have during last 03 years ending on 31st March, 2017 successfully completed similar work i.e. providing manpower under contract as under:
  - a) At least one work for outsourcing for a minimum period of one year with annual fee  $\geq$  Rs.20 lakh (excluding service tax), or
  - b) At least two works for outsourcing for a minimum period of one year with annual fee  $\geq$  Rs.10 lakh (excluding service tax), or
22. The Service Provider must furnish Performance Certificate to be signed by the Under Secretary/authorized person of the office where the work(s) is being or have been executed.
23. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Bid form. In such cases, the tender



shall be summarily rejected. Further, all pages of the bid shall be signed by the authorized signatory in ink with seal/rubber stamp of the service provider.

24. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
25. A Technical Evaluation Committee shall evaluate the Technical Bids. Financial Bids of only technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on the specified date and time at NCLT, New Delhi in the presence of short listed agencies or their authorized representative.
26. If the bidder submits the Technical Bid or Financial Bid in any format other than that which is given in Annexure B & Annexure C, the bid will be treated as non-responsive.
27. The successful service provider will have to execute an agreement with the NCLT.
28. The tender should be paginated and page number filled in the check list proforma given with the Technical Bid.

Anil Kumar

**ANNEXURE A**

**TECHNICAL REQUIRMENT FOR MANPOWER SERVICE TO BE DEPLOYED  
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE  
NATIONAL COMPANY LAW TRIBUNAL, NEW DELHI.**

**For Security Guards**

1. Ex-servicemen from Defence or from Para-military Forces who are physically fit for manning the security positions.
2. The Minimum Educational Qualification for Security Guards should be 10th Class.
3. They will be semi-skilled workers and able to read & write English & Hindi
4. S/he should be well conversant with security matters.

*Ail Kumar*

**ANNEXURE B**

**Technical Bid**

**For providing Manpower Services of Security Guards to NCLT, New Delhi**

(To be submitted in a separate sealed envelope)

Application for providing of outsourced Security Guards

1. Name of the tendering Service Provider/Firm/Agency:
2. Registration No. (Attach copy):
3. Name of the proprietor/Director of the Service Provider/Firm/Agency:
4. Full address of office:
5. Telephone Number & Fax Number:
6. E-mail address:
7. Pan Number (Attach copy):
8. Service Tax/GST Number (Attach copy):
9. EPF Registration Number (Attach copy):
10. ESI Registration Number (Attach copy):
11. Financial turnover of the tendering Service Provider/Firm/Agency for the last 3 years  
(Attach audited copies along with Profit and Loss Statement)

Financial year	Amount (Rs. in Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		



12. Details of last experience in providing manpower with numbers of Government Departments/PSU/Statutory bodies/Autonomous bodies. Please attach a certificate of satisfactory performance from the concerned Government Department/PSU/Statutory bodies/Autonomous bodies.

Name of Office	Category of manpower	Duration of contract	Amount of contract	No. of persons deployed

13. Affidavit stating that the service provider has not defaulted in payment of EPF/ESI/Service Tax/Income Tax and all statutory dues etc.
14. Affidavit stating that the Service Provider is/has not been black listed by Central Government Departments/State Government/Statutory bodies/Autonomous bodies/PSUs at any point of time.
15. Banker of Service Provider with full address (Attach certified copy of statement of bank A/c for the last six months duly attested by the bankers)
16. Resolution of Board for authorized signatory.
17. Details of Earnest Money

Amount	DD/Pay Order No	Date	Name of Bank

Date:

Signature of the authorised person(s) with seal



	Check list	Page No.
1	Name of Tendering Service Provider (Attach certificates of registration) along with Resolution for authorized signatory	
2	Name of Proprietor/Director of Service Provider	
3	Full address of Registered Office with Telephone No., Fax and E-mail	
4	Full address of operating/Branch Office with Telephone No., Fax and E- mail	
5	Banker of Service Provider with full address (Attach certified copy of statement of bank A/c for the last six months duly attested by the bankers)	
6	PAN/GIR No	
7	Service Tax Registration No.	
8	EPF Registration No.	
9	ESI Registration No.	
10	Registration Number	
11	Audited Balance sheet & Profit Loss Account for the last three financial years to be attached	
12	Affidavit stating that the Service Provider is/has not been black listed by Central Government Department/State Government/Statutory bodies/ Autonomous bodies/PSUs at any point of time	
13	List of similar assignments and number of Manpower provided to Central Government, Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs during the last three years. Satisfactory performance certificate also be attached.	
14	Acceptance of Terms and Conditions.	
15	Demand Draft/Pay Order for EMD of Rs.50,000/- (Rupees fifty thousand only) attached (Name of Bank, DD/Pay Order No. Date and amount)	
16	Affidavit that the service provider has not defaulted in payment of EPF/ESI/Service Tax/GST and Income Tax etc.	
17	The tender document should be paginated.	

Signature of the authorised person(s) with seal

Date & Place

### **DECLARATION**

I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_

Proprietor/Director, authorised signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/document furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorised person

Full Name: \_\_\_\_\_

Date:

Place

## ANNEXURE-C

**FINANCIAL BID****For Providing Manpower Services of Security Guards to NCLT, New Delhi**

(To be submitted in a separate sealed envelope)

Name of tendering Manpower Service Provider: \_\_\_\_\_

With reference to Tender Notice No. 10/152/2016-NCLT dated **13** October, 2017 of the NCLT, New Delhi on the subject of “*Tender for award of contract for providing manpower services of Security Guards on outsourcing basis for a period of one year in NCLT, New Delhi*”, I/we quote the rate, including the service charges and service tax/GST as under:-

Sl.No.	Component of Rate	Rate quoted (in Rs.)
1	Monthly rate (per head per month)	
2.	EPF @ ____ % of S.No.1.	As per Delhi Govt. Minimum Wages Act, 1948
3.	ESIC @ ____ % of S.No.1.	As per Delhi Govt. Minimum Wages Act, 1948
4.	Administrative Charge/Service charge in percentage of Item at Sl.No.1.	
5.	Any other charges	
6.	Service Tax %	As per Central Govt. Rules.
7.	Bonus (per month per person*) with Service Tax.	As per Delhi Govt. Minimum Wages Act, 1948
8.	Rate per person for extra hour of duty.	

\*Bonus will be claimed by the agency from the office, only once in year, as and when it is due for payment to the outsourced persons as per law.

Note:

1. All rates to be quoted in Indian Rupees only.
2. No column should be left blank.
3. In case the gross total is wrong the bid shall be treated as non-responsive.

I/We accept all the terms and conditions

Signature of authorized signatory of the Tenderer  
With his/ her names and designation and seal of the firm



## TERMS AND CONDITIONS

### GENERAL

1. The Contract shall commence tentatively from 13.11.2017 and shall continue till 12.11.2018 extendable further upto one year unless it is curtailed or terminated by the NCLT owing to deficiency in Service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements of the NCLT.
2. The contract shall automatically expire on 12.11.2018 unless extended further by the mutual consent of contracting agency and the NCLT.
3. The contract may be extended, on the same terms and conditions or with some additions/deletions/ modifications, for a further specific period mutually agreed upon by the successful service provider and NCLT.
4. The Contracting Service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of the NCLT.
5. NCLT at present, has tentative requirement of 3 Security Guards on urgent basis. The Requirement of the NCLT may further increase or decrease marginally, during the period of initial contract also and tenderer would have to provide additional manpower services, if required, on the same terms and conditions. The tenderer will be bound by the details furnished by him/her to the NCLT while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
6. The NCLT reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
7. The persons deployed shall work from 9.30 A.M. to 6.00 P.M. on all working days (excluding ½ hr. lunch time). The person(s) deployed may also be required to work beyond 9.30 A.M. to 6.00 P.M. in case of need for which overtime allowance will be paid on pro rata basis. If the employees are required to work on Sundays/holidays compensatory-off will be given or a single day pay will be given. However, if they are called for work on Saturday, no compensatory off or day's pay will be given. In case, the person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made.

*Amil Kumar*

8. The Service provider shall nominate a coordinator who would be responsible for immediate interaction with the NCLT so that optimal services of the persons deployed by the agency could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the NCLT shall be that of the service provider and the NCLT will in no way be liable.
10. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislation in respect of manpower so employed and deployed in the NCLT. The persons deployed by the service provider in the NCLT shall not have any claims whatsoever like employer and employee relationship against NCLT.
11. The Service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The NCLT shall, in no way, be responsible for settlement of such issues whatsoever.
12. This NCLT shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Service provider shall not be entitled to pay perks and other facilities admissible to regular/confirmed employees of NCLT during the currency or after expiry of the contract.
14. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the NCLT.
15. The Service provider's person shall not claim any benefit/compensation/absorption/regularization of service with office under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to the NCLT.
16. The agency should be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service provider shall comply with all the legal requirement for obtaining licence under contract (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
17. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The

Anil Kumar

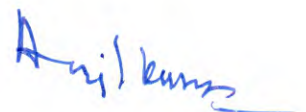


payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

18. The Service provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi.

## LEGAL

20. The personnel during course of their work shall be privy to certain classified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, CrPC or any other relevant provisions besides, action for breach of conduct.
21. The Service provider will be responsible for compliance of all statutory provisions relating to Minimum wages payable to skilled worker under the Minimum Wages Act, Provident Fund, and Employees State Insurance etc. In respect of the persons deployed by it in the NCLT. The NCLT shall have no liability in this regard.
22. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of Service rendered by it to NCLT to the concerned tax collection authority from time to time as per extant rules and regulations in the matter.
23. The service provider shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of NCLT or any other authority under Law.
24. The Tax deduction at source (T.D.S) shall be done as per the provisions of Income-Tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by the NCLT.
25. In case, the Service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the NCLT is put to any loss/obligation, monetary or otherwise, the NCLT will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the Service provider, to the extent of the loss or obligation in monetary terms.



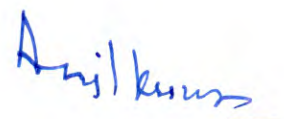


## FINANCIAL

26. The Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft/Pay order drawn in favour of Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi failing which the tender shall be rejected out rightly.
27. The Earnest Money Deposit in respect of the agencies which do not qualify shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be returned after furnishing of the performance security Deposit. Further, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
28. The Successful tenderer will have to deposit a performance Security Deposit of Rs.1,50,000/- (Rupees one lakh fifty thousand only) in the form of Fixed Deposit Receipt/Bank Guarantee from any Nationalized or Scheduled Commercial Bank but not Cooperative Banks, drawn in favour of the Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi, covering the period of contract plus six months. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be accordingly renewed by the successful tenderer.
29. In case of breach of any terms and conditions attached to this contract, the performance Security Deposit of the agency will be liable to be forfeited by the NCLT besides annulment of the contract.
30. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by the NCLT) in respect of the persons deployed and submit the same to the NCLT in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month.
31. The Contractor shall issue a Salary Slip mentioning Gross Salary, deductions made and Net Salary paid every month to the every person deployed on outsourced basis in NCLT.
32. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof of the deposit of such claims in the employees' names for the previous month. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the NCLT.



33. The responsibility of statutory/compulsory deductions like EPF/Income Tax/Service Tax etc. will be of the service provider. No extra payment shall be made by NCLT.
34. The copies of appointment letter issued to the personnel deployed in the NCLT shall be provided to NCLT. The Service Provider before selecting the manpower will satisfy itself about the character and integrity of the persons proposed to be provided to NCLT. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to NCLT at the time of deployment. The Service Provider will also ensure that the personnel deployed are medically fit and also submit medical fitness certificate.
35. The Service Provider will provide to NCLT a list of all personnel so deployed with permanent and present address along with their latest photographs. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. NCLT shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider employees performing duties under the contract.
36. It shall be responsibility of the Service Provider to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. The Service Provider shall be responsible for any damages done to the property of NCLT by the personnel so employed. NCLT will be free to recover it from the security deposit given by the Service Provider or from any other dues.
37. The Service Provider's personnel working in NCLT should be polite, cordial, positive and efficient while handling the assigned duty/work and their actions should promote good will and enhance the image of NCLT. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
38. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature. The Service Provider's personnel shall not have any right to claim any benefit/ compensation/ absorption/ regularization of services with NCLT under the provision of Industrial Disputes





Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to the NCLT.

39. Any dispute regarding working hours and compensation to be paid to the persons deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by NCLT.
40. The persons deployed by the Service Provider shall not have any claim or entitled to pay, perks and other facilities during the currency or after the expiry of the contract. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The persons deployed by Service Provider shall be the employees of the Service Provider for all purposes.
41. The bidder applicant and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NCLT may reject a tender without being liable in any manner whatsoever to the tenderer if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
42. The amount of penalty calculated @ Rs.500/- per day on account of delay, if any, in providing a suitable substitute for the period beyond one working day by the agency shall be deducted from the monthly bills of the Service provider in the following month.
43. The Secretary, NCLT reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
44. Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration and Conciliation Act, 1996, where the Secretary, NCLT or his/her nominee will be the Sole Arbitrator.

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