



**NATIONAL COMPANY LAW TRIBUNAL/नेशनल कंपनी लॉ न्यायाधिकरण
AHMEDABAD BENCH/अहमदाबाद बेंच**

Anand House, Sarkhej-Gandhinagar Highway/आनंद हाउस, सरखेज-गाँधीनगर हाइवे
Nr. Jasla Party Plot, Thaltej, Ahmedabad/जलसा पार्टी प्लॉट के पास, थलतेज, अहमदाबाद-380 059

Date: 24.04.2017

TENDER NOTICE - 2/2017

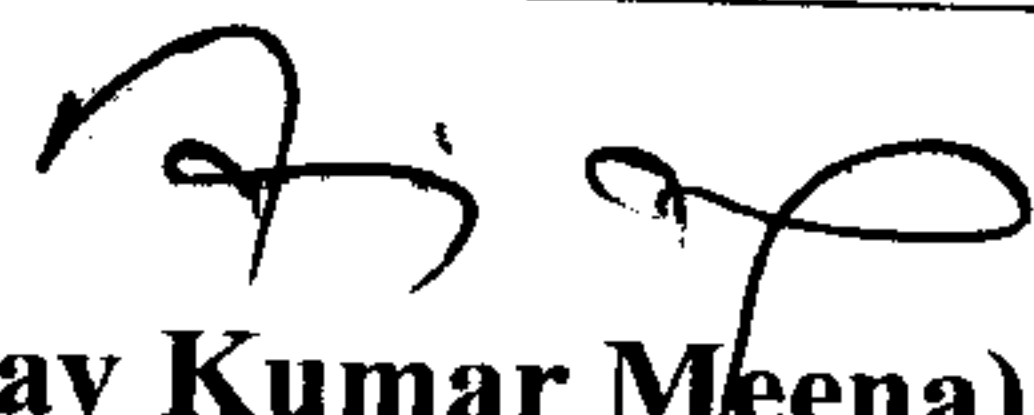
Subject:- Awarding of Contract for providing of Security services for a period of two Years in NCLT – regarding:

I am directed to say that National Company Law Tribunal (NCLT) has decided to outsource the manpower services for day to day official work of the Tribunal for a period of two Years, extendable for one more year through a suitable placement agency on contract basis for following posts:

Name of the post	Number of Posts
Security Guard	02 (Two)

- The detailed information for outsourcing the service of manpower has been placed in the web sites www.nclt.gov.in, www.mca.gov.in and also on the notice Board of NCLT, Ahmedabad Bench, the High Court of Gujarat, Registrar of Companies, Gujarat, Ahmedabad and Official Liquidator, Ahmedabad.
- Interested persons/agencies may submit their bids to the undersigned before 23rd May, 2017 containing rates, schedule, terms and conditions for providing the manpower services. Important dates for the tender are as under:

S. No.	Particulars	Date and Time
1	Date of issue of Tender document	24.04.2017
2	Date of Pre Bid meeting	09.05.2017
3	Reply to queries of Pre Bid meeting on	09.05.2017
4	Last date and time for submission of Tender document	23.05.2017 till 1.00 PM
5	Date and time for opening of Technical Bids	23.05.2017 till 3.00 PM
6	Likely date for commencement (tentatively) of deployment of required manpower	01.06.2017


(Ajay Kumar Meena)
Assistant Official Liquidator
Deployed to NCLT, Ahmedabad
Tel. 26854591-92
Email.: registrar-ahm@nclt.gov.in

To,

- The secretary, NCLT, New Delhi for display at the website of NCLT.
- The Secretary, MCA, New Delhi for display at the website of MCA.
- The Registrar of Companies, MCA, Ahmedabad for display on the notice board of ROC.
- The Official Liquidator, Ahmedabad, for display on the notice board of OL.

NATIONAL COMPANY LAW TRIBUNAL

TENDER DOCUMENT

For providing Manpower Services

Manpower Service Provider

- a) Period of providing manpower service: Two Years extendable by one year
- b) Date and time for submission of Tender Document: On all working days from 08.05.2017 till 01:00 PM of 23.05.2017.
- c) Date of Pre Bid meeting: 09.05.2017
- d) Reply to queries of Pre Bid meeting: 09.05.2017 at this office.
- e) Date and time for opening of Tender: at 3:00 P.M. of 23.05.2017
- f) Likely date for commencement (tentatively) of deployment of required manpower: 01.06.2017.

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 Security Guards on outsource basis for a period of two years with a provision for further extension by one year, from the date of contract.
2. The contract for providing the aforesaid manpower is likely to commence (tentative) from 01.06.2017 and would continue till 31.05.2019. The period of the Contract may be further extended by one year beyond 31.05.2019 provided the requirement of the National Company Law Tribunal (NCLT) for manpower persists at that time or may be curtailed/terminated before 31.05.2017 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 the following manpower:

Name of the post	Number of Posts
Security Guard	02 (Two)

However, the number may be increased or decreased on the option of NCLT. The qualification and experience required and job description of the categories of the persons to be deployed are given at Annexure - A

4. The interested Manpower Service Providers may submit the tender document complete in all respect along with Earnest Money Deposit (EMD) of Rs. 20,000/- (Rs. Twenty thousand only) and other requisite documents by 23.05.2017 upto 1.00 PM in the tender box placed at National Company Law Tribunal, Ground Floor, Anand House, Nr. Jalsa Party Plot, Behind Zydus Hospital, S-G Highway, Thaltej, Ahmedabad – 380 059. 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 man power services to NCLT”** and **“Financial Bid for providing man power services to NCLT”**. Both the sealed envelopes should be kept in one sealed envelope with superscription **“Bid for providing man power services 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. 20,000/- (Rupees twenty 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 payable at Mumbai. 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. 50,000/- (Rupees Fifty thousand only) in the form of 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, Mumbai, covering the period of contract plus six months. In case, the contract is further extended beyond the initial period, the 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 as given in 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 Registration Certificate;
11. The Service Provider must fulfill 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 to the effect that the Service Provider have 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 Ahmedabad. 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. If firm quotes NIL charges/ consideration and/or rates, which are lower than the minimum rates prescribed by the state government, the Bid shall 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 Rs. 20 lakhs during last three financial years ending on 31st March, 2017.
21. The Service Provider must have during last 07 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.15 lakh (excluding service tax), or
 - c) At least three works for outsourcing for a minimum period of one year with annual fee \geq Rs.10 lakh (excluding service tax)
22. The Service Provider must furnish Performance Certificate to be signed by Under Secretary/authorized person of the office where the work 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, Ahmedabad 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.

**TECHNICAL REQUIRMENT & JOB DESCRIPTION FOR MANPOWER TO BE
DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
NATIONAL COMPANY LAW TRIBUNAL**

For Security Guard

1. The agency must be providing security guards to the Government Organization.
2. The agency must be enrolled with the authority.
3. The Agency must be holding License to engage in the business of Private Security Agency.
4. The agency must Certificate of satisfaction from two Gazetted officers of the Central Government/ State Government;

Technical – Bid
For providing Manpower Services to NCLT

Application for providing of outsourced of 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 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. 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 as per para 19. 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 authorized person(s) with seal

Check list

1	Name of Tendering Service Provider (Attach certificates of registration) along with Resolution for authorised 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. 20,000/- (Rs. Twenty 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 and Income Tax etc.	

Date
Place

Signature of the authorized person(s) with seal

DECLARATION

I, _____ Son/Daughter/Wife of Shri _____
Proprietor/Director, authorized 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 authorized person
Full Name:

Date:
Place:

APPLICATION – FINANCIAL DETAILS
For Providing Manpower Assistance for NCLT
 (To be enclosed in a separate envelope)

Sub: Financial bid for providing of Security Guards

Madam/Sir,

With reference to your tender Notice No. _____ dated _____ on the subject mentioned above. I/We quote the rate, including the service charges and service tax for above mentioned work as under:

S.No.	Component of Rate	Security Guards
1	Monthly Rate (per head per month)#	
2	EPF @ % of Sl.No.1	
3	ESI @ % of Sl.No.1	
4	Administrative charge/ Service charge	
5	Any other charges	
6	Total Col. 1 to 4	
7	Service Tax %	
8	Gross Total (Sl.No.1 to 7) Rounded to near Rupee. Fraction to be revised upward for 0.5 and more and downwards if less than 0.5	
9	Bonus (per month per person)* with Service tax	
10	Rate per person for extra hour 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.

#the minimum wage should be in conformity with the latest minimum wages notified by Labour Department Government of Ahmedabad

\$All the above rates shall be in both words and figures.

Note:

1. All rates to be quoted in Indian Rupees only
2. No column should be left blank
3. The rates quoted by the tendering Service Provider should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
4. 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

Date:

Place:

TERMS AND CONDITIONS

GENERAL

1. The security agency must be registered with DGR.
2. The Contract shall commence (tentatively) from 01.06.2017 and shall continue till 30.05.2019 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.
3. The contract shall automatically expire on 30.05.2019 unless extended further by the mutual consent of contracting agency and the NCLT.
4. 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.
5. 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.
6. The NCLT at present, has tentative requirement as under:

Name of the post	Number of Posts
Security Guards	02 (Two)

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.

7. The NCLT reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
8. The personnel deployed shall work in two shift daily. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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 license under contract (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
18. 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 payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
19. The Service provider shall be responsible for contributions towards provident Fund and Employees State Insurance, wherever applicable.
20. Any dispute arising out of the contract will be settled within the jurisdiction of Ahmedabad.

LEGAL

21. 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, Cr.PC or any other relevant provisions besides, action for breach of conduct.
22. 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.
23. 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.
24. 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.

25. 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.
26. 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

27. The Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 20,000/- (Rupees Two thousand only) in the form of Demand Draft/Pay order drawn in favor of Pay & Accounts Officer, Ministry of Corporate Affairs, Ahmedabad failing which the tender shall be rejected out rightly.
28. 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 adjusted towards 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.
29. The Successful tenderer will have to deposit a performance Security Deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of 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, Mumbai, covering the period of contract plus six months. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
30. 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.
31. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by the Under Secretary) in respect of the persons deployed and submit the same to the Under Secretary 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.
32. The Contractor shall issue a Salary Slip mentioning Gross Salary, deductions made and Net Salary paid every month to every person, deployed on outsourced basis in NCLT.
33. 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 employee's name 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.
34. 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.
35. The copies of appointment letter issued to the personnel deployed in the Commission 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.

36. 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.
37. 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.
38. The Service Provider's personnel working in NCLT should be polite, cordial, positive and efficient while handling the assigned 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.
39. 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 this office.
40. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by NCLT.
41. The person 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 person deployed by Service Provider shall be the employees of the Service Provider for all purpose.
42. 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.
43. 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.

44. 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.
45. 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 Act, 1940, where the Secretary, NCLT or his/her nominee will be the Sole Arbitrator.