

**File No. NCLT/CTB/2019/
NATIONAL COMPANY LAW TRIBUNAL
CUTTACK BENCH**

CORPORATE BHAWAN,
CDA SEC-1
CUTTACK-753014
Tel - 06712361703
Dated: 05th July 2019

TENDER NOTICE


Subject: - Awarding of contract for providing of manpower services for a period of two years in NCLT, Cuttack Bench – regarding.

I am directed to say that National company Law Tribunal (NCLT), Cuttack Bench 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.

The detailed information for outsourcing the service of manpower has been placed in the web site www.nclt.gov.in & office Notice Board.

Interested persons/agencies may submit their bids to the undersigned before 22nd March,2019 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	
2	Earnest Money deposit (EMD) Value	Rs. 50,000/- (Rupees fifty Thousand only)
3	Last date and time for submission of Tender document	22.07.19 by 17 hrs
4	Date and time for opening of Technical Bids	23.07.19 at 17 hrs
5	Likely date for commencement of deployment of required manpower	29.07.19 tentative


Alok Shanker Agarwal
Court Officer
NCLT, Cuttack Bench

Office email: registrar-cut@nclt.gov.in

- 1) NCLT Website
- 2) Notice Board

**NATIONAL COMPANY LAW TRIBUNAL
CUTTACK BENCH
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 till 22.07.19 05:00 PM.
- c) Date and time for opening of Tender: at 5:00 P.M. on 23.07.2019
- d) Likely date for commencement of deployment of required manpower: 29.07.2019.

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The National Company Law Tribunal (NCLT), Cuttack Bench, 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 Office Assistant, Multi-Tasking Staff, House Keeping staff & Security Guard 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 from 29.07.19 and would continue till 28.07.2021. The period of the contract may be further extended by one year beyond 28.07.2021 provided the requirement of the National Company Law Tribunal (NCLT), Cuttack Bench for manpower persists at that time or may be curtailed/terminated before 28.07.2021 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider are because of change in the NCLT, Cuttack Bench requirements. The NCLT, Cuttack Bench, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.



3. NCLT, Cuttack Bench has tentative requirement for the following manpower:

Name of the Post	Number of Posts
Office Assistant	04 (Four)
MTS	03(Three)
Security Guard	02 (Two)

However, the number may be increased or decreased on the option of NCLT, Cuttack Bench. 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. 1,00,000/- (One Lakh only) and other requisite documents by 22.07.2019 up to 5.00 PM in the office of the National Company Law Tribunal, Cuttack Bench, Corporate Bhawan, CDA, Sec-1, Adjacent to Kendriya Vidyalaya Cuttack-753014, Odisha. The tender will be opened at 5:00 PM on 23.07.2019 in the NCLT, Cuttack Bench. 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, Cuttack Bench" and "Financial Bid for providing man power services to NCLT, Cuttack Bench". Both the sealed envelopes should be kept in one sealed envelope with superscription "Bid for providing man power services to NCLT, Cuttack Bench". Please note that if any of the three envelopes are unsealed the bids will be treated as unresponsive and the bid will be rejected outrightly. Also, in case the envelopes are not super scribed as mentioned above the bid would be treated as nonresponsive.

7. The interested and eligible Service Provider may submit bids complete in all respects along with Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh 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 Kolkata. 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. 2,00,000/" (Rupees Two lakh only) in the form of Bank Guarantee from any Nationalized or Scheduled Commercial Bank, drawn in favour of the Pay &

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Accounts Officer, Ministry of Corporate Affairs, Kolkata, 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, Cuttack Bench reserves the right to amend or 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, Cuttack Bench 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 Gazetted officer of the Government of India or 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/GST registration Certificate;
- (e) Copy of GeM registration, if already registered and if not, may also submit tender.

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.

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/GST 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 authentic office. The persons deployed by the service provider shall not be less than 18 years of age.

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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 Central 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 20 lakhs during last two financial years ending on 31st March, 2019.
21. The Service Provider must have successfully completed similar work during last 02 years ending on 31st June, 2019.
22. The Service Provider must furnish Performance Certificate to be signed by 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 outrightly at the very first instance.
25. A Technical Evaluation Committee shall evaluate the Technical Bids. Financial Bids of only technically qualified, shall be considered to open on the specified date and time at NCLT, Cuttack Bench 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 tender should be paginated and page number filled in the check list proforma given with the Technical Bid.

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ANNEXURE A

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

For Office Assistant

1. S/he should be above 18 years of age and generally not exceeding 30 years.
2. The Minimum Educational qualification for Office Assistant will be Graduate.
3. S/he must know typing in English computer.
4. The Office Assistants should be well conversant with the day to day functioning of an office and should also be well conversant with the computers and essentially well trained in MS office/Excel and internet.
5. S/he should have character certificates from two Gazetted officers of the Central Government/ State Government.

For Multi-Tasking Staff (MTS)

1. S/he should be above 18 years of age and generally not exceeding 30 years.
2. The Minimum Educational Qualification for MTS will be Madhyamik/Matric passed.
3. S/he having adequate Computer literacy.
4. S/he should have character certificates from two Gazetted officers of the Central Government/ State Government;

For Security Guard

1. The tenderers for providing Security Guards should have the necessary registration/approval from Police and Defence agencies, if required, as per the extant regulations (e.8.- Ex-serviceman).
2. S/he should have character certificates from two Gazetted Officers of the Central Government /State Government.

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ANNEXURE B

Technical - Bid

For providing Manpower Services to NCLT, Cuttack Bench

Application for providing of outsourced Office Assistant, Multi-tasking staff, House Keeping Staff and Security Guard.

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/GeM Registration 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 2 years (Attach audited copies along with Profit and Loss Statement)

Financial Year	Amount (Rs. Lakhs)	Remarks if any
2017-2018		
2018-2019		

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

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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

Agst.

1	Check List	Page No.
	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/GST/GeM Registration No.	
8	EPF Registration No.	
9	ESI Registration No.	
10	Registration Number	
11	Audited Balance sheet & Profit Loss Account for the last two 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 an 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. 1,00,000/- (Rs. One lakh only) attached name of bank, DD/Pay Order No. Date & amount.	
16	Affidavit that the service provider has not defaulted in payment of EPF/ESI/Service Tax and Income Tax etc.	
17	The tender document should be paginated.	

Date & Place

Signature of the authorised person(s) with seal

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DECLARATION

1. 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



APPLICATION - FINANCIAL DETAILS
For Providing Manpower Assistance for NCLT, Cuttack Bench
(To be enclosed in a separate envelope)

Sub: Financial bid for providing Office Assistant, Multi-Tasking Staff, House Keeping staff and Security Guard.

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	Office Assistant	Multi-Tasking Staff	House Keeping	Security Guard
1	Monthly rate (per person per month)				
2	EPF @ & of Sl. No. 1				
3	ESI @ % of Sl. No. 1				
4	Administrative charge/service charge in percentage of item at Sl. No. 1				
5	Any other Charges				
6	Service tax/GST %				
7	Bonus (per month per person) * with service Tax/GST				
8	Rate per person or extra hour duty				

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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 for different category of worker (for Un-skilled, Semi-skilled, Skilled & Highly skilled) should be in conformity with the latest minimum wages notified by the Ministry of Labour & Employment with Variable Dearness Allowance (V.D.A) as per rules notified from time to time.

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 statutory/taxation liabilities in force at the time of entering into the contract.
4. All the above rates shall be in both words and figures.
5. 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:

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TERMS AND CONDITIONS

GENERAL

1. The Contract shall commence tentatively from 29.07.2019 and shall continue till 28.07.2021 extendable further up to One year unless it is curtailed or terminated by the NCLT, Cuttack Bench owing to deficiency in service, substandard quality of manpower deployed, breach of contract etc. Or change in requirements of the NCLT, Cuttack Bench.
2. The contract shall automatically expire on 28.07.2021 unless extended further by the mutual consent of contracting agency and the NCLT, Cuttack Bench.
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, Cuttack Bench.
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, Cuttack Bench.
5. The NCLT, Cuttack Bench at present, has tentative requirement as under:

Name of Post	Number of Posts
Office Assistant	04 (Four)
M.T.S	03 (Three)
Security Guard	02 (Two)

The requirement of the NCLT, Cuttack Bench 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, Cuttack Bench 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, Cuttack Bench reserves the right to terminate the contract during initial period also after giving a week's notice to the contracting agency.

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, LSTO or

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as amended. 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 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 Cuttack.

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 different category of workers (for Un-skilled, Semi-skilled, Skilled & Highly Skilled) under the Minimum Wages Act, Provident Fund, and Employees State insurance etc. in respect of the persons deployed by it in the NCLT, Cuttack Bench. The NCLT, Cuttack Bench 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, Cuttack Bench 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, Cuttack Bench 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, Cuttack Bench.

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25. In case, the Service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the NCLT, Cuttack Bench is put to any loss/obligation, monetary or otherwise, the NCLT, Cuttack Bench 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, Cuttack 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 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.

28. The Successful tenderer will have to deposit a performance Security Deposit of Rs.2,00,000/- (Rupees Two lakhs only) in the form of Bank Guarantee from any Nationalized or Scheduled Commercial Bank, drawn in favour of the Pay & Accounts Officer, Ministry of Corporate Affairs, Cuttack, 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.

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, Cuttack Bench besides annulment of the contract.

30. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by the DDO/Accountant) in respect of the persons deployed and submit the same to the DDO/accountant 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, the payment of the wages to the outsourced persons provided by the Service Provider shall be paid on or before 7th day of the following month to their bank accounts.

31. 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, Cuttack Bench.

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32. The Claims in bits regarding Employees State insurance, Proficient 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, Cuttack Bench.

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, Cuttack Bench.

34. The copies of appointment letter issued to the personnel deployed in the Commission shall be provided to NCLT, Cuttack Bench. The Service Provider before selecting the manpower will satisfy itself about the character and integrity of the persons proposed to be provided to NCLT, Cuttack Bench. 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, Cuttack Bench at the time of deployment. The Service provider will also ensure that the personnel deployed are medically fit and also submit medical fitness certificate, Final list of selected candidates needs to be approved by the Head of the Department (HoD) in advance.

35. The Service provider will provide to NCLT, Cuttack Bench 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, Cuttack Bench 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, Cuttack Bench by the personnel so employed, NCLT, Cuttack Bench 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, Cuttack Bench 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, Cuttack Bench. 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, Cuttack Bench 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.

39. 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, Cuttack Bench.

40. 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 employed 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.

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, Cuttack Bench 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 Head of the Department, NCLT, Cuttack Bench reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to run the Cuttack Bench in a smooth and efficient manner,

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 Act, 1940, where the Deputy Registrar, NCLT, Cuttack Bench will be the Sole Arbitrator.

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