



NATIONAL COMPANY LAW APPELLATE TRIBUNAL

3rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003.

Dated: 23rd April, 2018

TENDER DOCUMENT

Tender Title : Hiring of outsourced Manpower Services for National Company Law Appellate Tribunal on contract basis.
Tender Ref. No. : 10/39/2016-NCLAT

1. Mode of tendering : **Two Bid System**

Tender to be submitted in Two Bid System in separate sealed covers as per the following:

Cover-1 : *Technical Bid & Earnest Money Deposit.*
Cover-1 : *Financial Bid.*

The tender has to be submitted in one sealed envelope by superscribing on the top of envelope “Bid for Hiring of Outsourced Manpower Services for National Company Law Appellate Tribunal on Contract Basis” addressed to The Registrar, National Company Law Appellate Tribunal, 3rd Floor, Pt. Deendayal Antyodaya Bhawna, CGO Complex, Lodhi Road, New Delhi-110003.

The envelope shall contain two separate sealed envelopes, one containing Technical Bid superscribing on the top “Technical Bid” and another containing “Financial Bid” superscribing on the top “Financial Bid”.

Critical Date & Fact Sheet

Date of Tender	23.04.2018
Bid submission start date	23.04.2018
Earnest Money Deposit (EMD) Value	₹1,50,000/- (Rupees One Lakh Fifty Thousand only)
Bid submission end date & time	23.05.2018 upto 5:00 P.M.
Technical Bid opening date & time	24.05.2018 at 03:00 P.M.
Validity of Bid	60 days
Tender Inviting Authority	The Registrar, National Company Law Appellate Tribunal.
Financial Bid Opening date	01.06.2018 at 03:00 P.M.

For any clarifications/queries related to tender document, please contact Mr. Umesh Chandra, Deputy Registrar, National Company Law Appellate Tribunal, Room No.309, B-4 Wing, 3rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003.

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SCHEDULE OF REQUIREMENT

The Registrar, National Company Law Appellate Tribunal invites sealed Bids from reputed and financially sound agencies/bidders for providing outsource manpower deployment in NCLAT at New Delhi in a two-bid system taking into account the following conditions:

- 1) NCLAT has initial requirement of manpower as detailed in “Section-C” (initial requirement of manpower) of the tender document. The requirement of NCLAT is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
- 2) The remunerations indicated in “Section-C” is excluding ESI and EPF. The contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document which may be extended for a further period depending upon the requirement of manpower, administrative convenience of NCLAT and performance of the Agency.

A. LIABILITIES, CONTROL ETC OF THE PERSONS DEPLOYED.

1. The successful agency/bidder shall ensure that the individual manpower deployed in NCLAT, conforms to the technical specification of education and skill prescribed in “Section-C” of the Tender Document.
2. The successful agency/bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the NCLAT before the commencement of work:
 - a) List of persons to be deployed.
 - b) Bio-data of persons alongwith the certificates in respect of educational/professional qualifications etc.
 - c) Attested copy of matriculation certificate containing date of birth.
 - d) Certificate of verification of antecedents of person by local police authority.
 - e) Detailed proof of identity like driving licence, bank account details, proof of residence and recent 2 photographs of the personnel to be deployed by the agency in NCLAT.

3. The successful agency/bidder shall ensure that the personnel deployed are medically fit.
4. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel in NCLAT office premises. In case of any damage/loss/theft etc., to the property of NCLAT, which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by NCLAT or the same could be recovered from the performance guarantee, monthly payments, due to the agency.
5. The personnel deputed to NCLAT by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the successful agency will be liable to take disciplinary action against such persons, including their removal from the work, if required by the NCLAT.
6. The personnel deputed to NCLAT shall not be changed by the agency in any circumstances unless there is a specific request from NCLAT in writing.
7. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed in NCLAT and NCLAT will have no liabilities in this regard.
8. For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislation in respect of manpower so deployed in the NCLAT. The persons deployed by the agency/bidder in NCLAT shall not have claims of any employer and employee relationship against NCLAT.
9. The successful agency/bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. The NCLAT shall in no way be responsible for settlement of such issues whatsoever.

10. The NCLAT shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.
11. The persons deployed by the successful agency/bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the NCLAT during the currency or after expiry of the contract.
12. In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the NCLAT.

B. LEGAL

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it in the NCLAT.
2. NCLAT, apart from the remuneration, will bear and pay the statutory obligation charges towards ESI, EPF and Bonus to the contracting agency, as applicable by the prevailing law from time to time.
3. The successful agency/bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to NCLAT to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the NCLAT is put to any loss/obligation, monetary or otherwise, the NCLAT will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.
4. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of the NCLAT or any other authority under law.

5. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the NCLAT.
6. The remuneration of the deployed staff must be credited to their bank account by the successful agency/bidder latest by 7th of every month. A penalty of ₹500/- per day shall be imposed on the agency for failure to meet this deadline.
7. The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2nd of every month so that the same can be processed in NCLAT at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from NCLAT.

C. TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

The qualification(s) required for personnel to be deployed by successful agency/bidder in NCLAT is given below. The number of personnel at each level and their maximum age is also indicated below. Being the initial requirement, the number may vary as per exigencies:-

Category of Manpower	No. of personnel required	Qualification(s) (*)	Maximum Age	Tentative Remuneration (**)	Requirement at
Technical Assistant-cum-Programmer	1	B.Tech/B.E./MCA with Computer Science & Engineering/I.T	37 years	Rs.42,000 per month	NCLAT 3 rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi
Office Assistant	2	Graduate in any discipline form recognised university having adequate Computer literacy.	37 years	Rs.35,000 per month	NCLAT 3 rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi
Multi Tasking Staff (semiskilled)	6	Matriculate	37 years	As per the notified extant rules on minimum wages in NCT Delhi	NCLAT 3 rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO

					Complex, New Delhi
House Keeping Staff (Unskilled)	3	Under-Matric	37 year	As per the notified extant rules on minimum wages in NCT Delhi	NCLAT 3 rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi

(*) The educational qualification can be relaxed with the approval of the Chairperson, NCLAT, in case the candidate is well experienced.

(**) Statutory charges like EPF and ESIC, as applicable from employer side, are excluded in the present remuneration mentioned above. The remuneration is for deployment from 9:30 AM to 6:00 PM, including lunch of 30 minutes (working 6 days in week).

INSTRUCTION TO BIDDERS AND GENERAL TERMS & CONDITIONS

I. GENERAL TERMS

1. The tender should be submitted in sealed Two-Bid system. Cover I should contain "Technical Bid" & "Earnest Money" and Cover-II should contain "Financial Bid". Both the covers should be kept in one Sealed Cover.
2. The completely filled bid documents, duly sealed, should be addressed to "The Registrar, National Company Law Appellate Tribunal, 3rd floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 and should reach on or before 5:00 PM at 23.05.2018 by Registered Post or by hand at Dak Counter at the above mentioned address duly superscribed on the top of the envelope as "Bid for Hiring of Outsourced Manpower Services in NCLAT".
3. The Tender Documents shall be treated as 'confidential'.
4. Bid shall be submitted with a forwarding letter on letter head of the bidder/agency duly signed and stamped by authorised signatory on each page to ensure the compliance of scope, services and general terms and conditions of the tender under reference.

5. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
6. No overwriting, corrections and cutting in the Financial Bid format is permitted. All entries in the bid/tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached.
7. Each page of the tender document should be signed and stamped by authorised signatory.
8. Rates of all personnel should be quoted, otherwise the bid shall be rejected. Rates should be quoted, both in Figures & Words, inclusive of all taxes.
9. NCLAT also reserves the right to modify/relax any of the terms & conditions of the tender.
10. Pre-Bid inspection/Survey: The bidder may visit NCLAT to have an understanding of the requirements during working hours of NCLAT.
11. The selected bidder shall undertake to abide sincerely by all rules, regulations and laws of land for their responsibilities to provide the outsourced manpower and shall agree to keep itself liable and responsible for any such violation directly to their responsibilities for the contract.
12. NCLAT may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of NCLAT and performance of the agency.
13. NCLAT shall not be responsible for postal or any other delays. Bids received in an envelope that is damaged/torn or merely stapled will be summarily rejected.
14. Bids once submitted shall not be allowed to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to forfeiture of EMD deposit and cancellation of contract.

15. Bidders/authorised representative duly authorised in writing on letter head are requested to be present at the time of opening of the bids. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
16. NCLAT, however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, etc. In such case successful bidder will not be entitled to any kind of compensation.
17. Once the rates are finalised, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
18. NCLAT reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
19. DD in favour of Pay & Accounts Officer, Ministry of Corporate Affairs shall be submitted for Tender EMD cost, failing of which, the bid will be rejected.
20. The successful bidder may also opt for premature cancellation of the contract by giving 45 days notice in writing. If contract is cancelled without any notice, NCLAT reserves the right to forfeit the EMD/PG of the successful bidder.
21. The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under the contract to any other agency.
22. The bidder will be bound by the details furnished by him/her/them to the NCLAT while submitting the tender/bid or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.

II. ELIGIBILITY OF BIDDERS

1. The bidders should be company, registered under Indian Companies Act, 1956/2013 or partnership firm registered under the Indian Partnership Act or Proprietary concern. Self-attested documentary proof should be provided.
2. The bidder should have at least two years' experience of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/Nationalised Bank/State Govt. Departments/Autonomous/Statutory Bodies/corporations. The copy of the experience certificate/work order issued by the respective office should be provided.
3. The bidder should have its own bank account. A self-attested bank account statement for the last six months should be provided.
4. The bidder should have office of the company/firm/agency in the NCT of Delhi. A self-attested documentary proof should be provided.
5. The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions of the Tender and accepted all the provisions of the Tender Document.
6. The bidder should furnish signed declaration indicating that they have not been blacklisted/debarred by the Ministries /Departments of Govt. of India/Central PSUs/Nationalised Banks/State Govt. Departments/Autonomous Bodies/Statutory Bodies/Corporations for the last two years and there is no litigation with any Government Department on account of similar services.
7. The tenderer/bidders are required to enclose attested photocopies of the documents listed below in this tender document, along with the "Technical Bid", failing which the bids shall be summarily rejected and will not be considered any further.

SELF ATTESTED DOCUMENTS TO BE SUBMITTED ALONGWITH THE TECHNICAL BID

1. Registration Certificate under the Companies Act, 2013 or partnership firm registered under Indian Partnership Act or Proprietary concern.

2. Registration Certificate under Contact Labour (Regulation & Abolition) Act, 1972.
3. Copy of PAN number.
4. Copy of the latest IT Returns filed with the Income Tax Department.
5. Copy of EPF Registration certificate.
6. Copy of ESI Registration certificate.
7. Copy of the Service Tax Registration certificate.
8. Copy of the Turnover Statement for the last two years.
9. A self-attested bank account statement for the last six months.

TECHNICAL EVALUATION CRITERIA

The bidder must fulfill the following technical criteria/attach the following required certificates in order to be eligible for financial evaluation and compliance of bid described in the tender document.

1. A self-attested Registration Certificate under the Companies Act, 2013 or partnership firm registered under Indian Partnership Act or Proprietary Concern.
2. A self-attested Registration Certificate under Contact Labour (Regulation & Abolition) Act, 1972.
3. A Self attested copy of PAN number.
4. A self-attested copy of the latest IT Returns filed for the financial year 2016-2017 and 2017-2018 with the Income Tax Department.
5. A self-attested copy of EPF Registration certificate.
6. A self-attested copy of ESI Registration certificate.
7. A self-attested copy of the Service Tax/GST Registration certificate.
8. A self-attested bank account statement for the last six months.
9. The bidder should have at least 2 years experience of deployment of different category of manpower in Ministry/Department of Govt. of India/Central PSUs/Nationalised Banks/State Government Department/Autonomous

bodies/Statutory Bodies/Corporations. A copy of the experience certificate/work order issued by the respective offices should be provided.

10. The average annual turnover of the company/firm/agency should not be less than rupees Fifty Lakh during the last two financial years. Copies of self-attested audited profit & loss account/income & expenditure account and balance sheets during the financial year 2016-17 & 2017-2018 should be provided.

III. AWARD OF BIDDERS

Financial Evaluation Criteria

1. The financial bid of only those bidders/tenderers will be opened whose Technical Bids are found in order. The financial bid shall be opened at a later stage. The scheduled time and venue for opening the financial bids will be communicated to only those bidder/tenderers whose technical bids are found in order.
2. The evaluation of technical bid will be done by considering the parameters listed in section "Technical Evaluation Criteria" and in Annexure-I (Technical Bid Document).
3. After evaluation of Technical Bids, the Financial Bids of only Technical Qualified Bidders will be opened.
4. The bidders score will be determined on the basis of lowest Service/Agency Charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
5. The bidders, who quote unrealistic rate of service charges i.e., 0% shall be debarred for further consideration. The bidder shall quote percentage upto 2 decimal points. If the bidders quote percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
6. In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.
7. The rates in the financial bid should be strictly as per Annexure-II.

IV. ISSUE OF LETTER OF INTENT

1. The issue of letter of intent shall constitute the intention of NCLAT to place the work order with the successful agency/bidder.
2. The bidder shall within two weeks of issue of letter of intent should give his/her acceptance alongwith security deposit/performance guarantee (PG) as mentioned in bid document.
3. The bidder shall also have to sign a service level agreement on Rs.100 non judicial stamp paper in the prescribed format to safeguard the interest of NCLAT.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY/ BIDDER BEFORE DEPLOYMENT OF MANPOWER

1. List of manpower shortlisted by the agency for deployment containing full details i.e., name, father's name, mother's name, date of birth, residential and permanent address.
2. Bio-data of all persons along with the supporting documents in respect of age, qualification, professional qualification and experience etc.
3. Detailed proof of identity like driving licence, bank account details, proof of residence and recent size of photograph of the personnel proposed to be deployed in NCLAT by the agency.
4. Performance Security Deposit equivalent to 10% of the amount of Annual Contract Value in the form of FDR issued by a nationalised bank in favour of "Registrar, NCLAT, New Delhi". Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

V. VALIDITY OF QUOTATION:

Bid validity should be 90 days from the specified date of closing.

VI. PAYMENT TERMS

1. The successful bidder shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding para for payment.
 - (a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESI.
 - (b) Copies of deposit of PF, ESI, Taxes and applicable from time to time. NCLAT may ask for producing the originals of any documents for verification.
 - (c) Bank Statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at NCLAT.
2. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by NCLAT to the agency.
3. First payment shall be released after furnishing Performance Bank Guarantee/Security Deposit.
4. The successful bidder shall make regular and full payment of remunerations as due to its personnel under service contract with **salary slips as per Annexure-III and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th every month.**
5. **The successful bidder will ensure the remittance of remunerations to the personnel deployed by them in NCLAT by directly transferring into their respective Bank Accounts.**
6. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
7. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.

8. In case NCLAT receives any complaint(s) regarding non-payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel.

VII. BID SECURITY (EMI)/SECURITY DEPOSIT/PERFORMANCE GUARANTEE

EMD of ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of Demand Draft in favour of “Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi’ from any commercial bank should be submitted (except those who are registered with the Central Purchase Organisation, National Small Industries Corporation or the concerned Ministry or Department) alongwith “Technical Bid”. Demand Draft should be dated on/after the date of publication of the tender.

EMD of unsuccessful bidders will be refunded after finalisation of bids.

Successful bidder has to submit Performance Security Deposit equivalent to 10% of the amount of Annual Contract Value in the form of fixed deposit of a nationalised bank in favour of “**Registrar, NCLAT, New Delhi**” which should be valid for a period of 60 days beyond the completion of the contractual obligations by the bidder. In case, the contract is further extended beyond the initial period, the Performance Security will have to be accordingly renewed by the agency. The same will be returned after the completion of contract without interest.

The EMD of successful bidder will be returned only after deposit of performance security.

- VIII. The successful bidder will be required to execute a service level agreement as per Annexure IV with NCLAT within the period specified in the Letter of Intent/work order on ₹100/- non-judicial stamp paper.**

IX. FORFEITURE OF EMD/SECURITY DEPOSIT/PERFORMANCE GUARANTEE

1. If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work order issued by NCLAT or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by NCLAT.
2. If the bidder withdraws tender before/after finalisation of the tender, EMD will be forfeited.
3. If the contract is terminated by NCLAT due to poor performance/ violation(s) of any clause(s) of the agreement or for any bad act of selected bidder, security deposit/PG will be forfeited.
4. In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.
5. In case the successful agency fails to enter into the agreement with NCLAT within the specified date mentioned in the letter of intent/work order, the EMD/security deposited by such agency shall stand forfeited without giving any further notice.

X. REJECTION OF THE BID

1. The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid document. Failure to furnish complete information or false information/documents shall result in rejection of bid.
2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of NCLAT New Delhi shall be final.

3. The bidder will have to furnish the required documents as specified in the bid document, failing which the bid is liable to be rejected.
4. No prices are to be indicated in the Technical Bid and if the prices are mentioned in the “Technical Bid” it may lead to rejection of the bid.
5. If bids are not submitted as per two bid system, they will be summarily rejected.
6. Bids without proper cost and EMD money will be summarily rejected.
7. The bids received after specified date and time shall not be considered.
8. The bids received through Fax/email or any other mode other than specified in the tender document shall not be considered.
9. Conditional bids shall not be considered and will be outrightly rejected on the very first instance.

XI. SERVICE DELIVERY

Service Commencement shall be within 15 days from the date of Letter of Intent/Work Order/Contract. If the service conditions as per the Contract are not met, the Contractor will be blacklisted and will not be considered for any future proposals.

XII. LIQUIDATED DAMAGES

1. The successful agency/bidder shall replace immediately any of its personnel who are found unacceptable to NCLAT because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the NCLAT. The delay in providing a substitute beyond five working days would attract a penalty @₹1000/- per day on the service providing agency. In case of more than 15 days delay, NCLAT may in its discretion terminate the contract.
2. The successful agency/bidder shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The

delay in providing a substitute beyond five working days would attract a penalty @₹1000/- per day on the service providing agency. In case of more than 15 days, NCLAT may in its discretion terminate the contract.

XIII. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, NCLAT may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be by email and no change in the price or substance of the bid shall be sought, offered or permitted. However no post bid clarification at the initiative of the bidder shall be entertained.

XIV. CANCELLATION BY DEFAULT

NCLAT may, without prejudice to any other remedy for breach of work order, by written notice of default sent to bidder, cancel the work order in whole or part:

- I. If the bidder/agency fails to provide services within the time period specified in the work order.
- II. If the bidders/agency fails to perform any other obligations under the work order.

XV. BLACKLISTING

Company/firm blacklisted by Govt./PSU/Corporate Organisation are not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of work order, such information comes to the knowledge of NCLAT, NCLAT shall have right to reject the bid or cancel the work order, as the case may be, without any compensation to the bidder. The bidders have to submit an undertaking to the effect that they have not been blacklisted for the past 3 years by any Govt./PSU/Corporate organisation.

XVI. JURISDICTION FOR DISPUTE REDRESSAL

All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of the work order or the breach thereof shall be subject to Courts at New Delhi.

XVII. FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then, provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.


(Umesh Chandra)
Deputy Registrar

ANNEXURE-I
TECHNICAL BID DOCUMENT

1.	Name of Agency / firm	
2.	Profile of the Agency/firm	
3.	Name of Proprietor/Director of the agency	
4.	Full address of registered office	
(a)	Telephone No.	
(b)	Fax No.	
(c)	Mobile No.	
(d)	e-mail address	
5.	Correspondence address of office	
6.	Full address of branch	
7.	Banker of Agency with its full address (Attach self-attested copy of Bank A/c for the last six months issued by the banker and telephone no. of banker.	
8.	Registration No. of the Agency (as per (a) in Technical Evaluation Criteria)	
9.	PAN/TIN No. of the agency (Attach attested copy of PAN/TIN Card of the Agency)	
10.	Service Tax Registration No. (Attach attested copy of the Registration Certificate)	
11.	EPF Registration No. (Attach self-attested copy of the Registration Certificate)	
12.	ESI Registration No. (Attach self-attested copy of the Registration Certificate)	
13.	Financial turnover of the agency for the financial year 2016-17, 2017-18 (copy of the IT returns filed in respect thereof and a copy of the turnover statement for the above two financial years separately, duly certified by the Chartered Accountant, to be attached in the following format):	
	Financial Year	Amount (₹ in lacs)
	2016-17	
	2017-18	
14.	Details of major contracts with Central Government /State Government/PSU/Reputed Private Firms handled by the tendering agency/bidder for providing manpower during the	

last two years (in the following format (attested copies of the last two years experience certificate/work award may be enclosed.

Sl. No.	Details of clients alongwith address telephone and fax no. & email address	Amount of contract (monthly /₹ in lacs)	Duration of contract	Name of contract/ type of manpower provided	No. of persons deployed
1.					
2.					
3.					
4.					
5.					
6.					
7.					

(If the space provided is insufficient, a separate sheet may be attached)

Declaration

I _____ son/daughter/wife of Shri/Smt. _____
Proprietor/Director/Authorised signatory of the agency mentioned above is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions laid down in the tender and undertake to abide by them.

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

(signature of the authorised person)

Name _____

Date _____

Place _____

Official seal

ANNEXURE-II
FINANCIAL BID DOCUMENT

NCLAT has worked out the requirement (in Section 'C' of the tender document) to be deployed in its office at Pt. Deendayal Antyodaya Bhawan, New Delhi.

The successful bidder is required to pay the remuneration, as fixed by NCLAT, on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in NCLAT during the contract period.

NCLAT will bear the expenses towards employer contribution in respect of ESI, EPF and taxes, as per Rules applicable from time to time.

The agency is required to submit the financial bid in the following format only:

Description of services	Rates of Services/Agency charges in percentage (%) (upto two decimal point only) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time.
Providing manpower of various categories based on the requirement of tender document on the monthly remuneration fixed by the NCLAT.	

The bidders who quote unrealistic rate of service charges i.e.'0%' shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.

The bidders are required to quote only service/agency charge which represents administrative/management charges/overheads/other costs.

Signature & Seal of the bidder with date

ANNEXURE-III**PROFORMA OF MONTHLY SALARY SLIP TO BE ISSUED BY CONTRACTOR TO ITS EMPLOYEES**

Pay Slip for the month of	
Employee Number	
Designation	
ESI Number	
EPF Number	
Bank Account Number	
Monthly wages	
Deduction towards ESI	
Deduction towards EPF	
Total deduction	
Net pay in Hand	

ANNEXURE-IV**SPECIMEN SERVICE LEVEL AGREEMENT FOR PROVIDING OUTSOURCED STAFF SERVICES**

SERVICE LEVEL AGREEMENT (SLA) ENTERED INTO ON _____ BY AND BETWEEN:

National Company Law Appellate Tribunal (NCLAT), located at 3rd Floor, B-1, B-3 and B-4 Wing, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 (hereinafter referred to as the "NCLAT" of the one part).

AND

M/s _____ registered under _____ having its registered office at _____ (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part.

The NCLAT and the CONTRACTOR are individually referred to as a "Party" and collectively referred to as "Parties".

That WHEREAS the CONTRACTOR will deploy outsourced manpower at the aforesaid location under NCLAT New Delhi in accordance with Tender No. _____ date _____ at the rates quoted by the Contractor vide their financial bid in response to Tender No. _____ date _____ as per all the terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.

And WHEREAS the expenses and all charges shall be borne by CONTRACTOR and shall be paid by NCLAT on verification of bill submitted by Contractor.

And whereas CONTRACTOR shall pay the salary to its personnel deployed at NCLAT as per the structure agreed by NCLAT.

And whereas CONTRACTOR shall abide by all the rules & regulations and directions of NCLAT and also indemnify NCLAT, against all the risks, losses, claims, damages, on account of supply of manpower.

The performance Security Bank Guarantee would be encashed by NCLAT in case CONTRACTOR fails to provide manpower and/or breaches terms & conditions of the aforesaid document.

This agreement is made for a period of one year from _____ to _____.

In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS ____ DAY OF _____.

Signed for and on behalf of
National Company Law Appellate Tribunal

Signed for and on behalf of

CONTRACTOR

Name _____

Designation _____

Office Seal

Signature of the bidder with seal