

GOVERNMENT OF INDIA
National Company Law Tribunal/National Company Law Appellate Tribunal

TENDER DOCUMENT
For providing Services of Office Assistants

Manpower Service Provider

- (a) Period of issue of Tender Document: **One Year**
- (b) Date and time for submission of Tender Document:
From 10.00 a.m. to 01.00 p.m. on all working days from 15.05.2016 to 27.05.2016.
- (c) Date and time for opening of Tender: at 3.00 p.m. on 27.05.2016
- (d) Likely date for commencement of deployment of required manpower: 01.06.2016.

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. Required the Services of reputed, well established and financially sound Manpower Service Providers to provide services of Office Assistants on purely contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from 01.06.2016 and would continue till 31.05.2017. The period of the Contract may be further extended by one year beyond 31.05.2017 provided the requirement of the NCLT/NCLAT for manpower persists at that time or may be curtailed/terminated before 31.05.17 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the NCLT/NCLAT's requirements. The NCLT/NCLAT, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This NCLT/NCLAT has tentative requirement of following :

Name of the post	Location and Number of Posts
Office Assistants	6 at Delhi 4 at Mumbai 2 each at Chennai, Bengaluru, Kolkata, Hyderabad, Ahmedabad, Guwahati, Allahabad & Chandigarh.

The requirements may increase/decrease.

4. The interested Manpower Service Providers may submit the tender document complete in all respect along with Earnest money Deposit (EMD) of Rs. 5,000/- and other requisite documents by 27.05.2016 upto 1.00 PM at the Facilitation Centre of Company Law Board, Block No. 3, 6th Floor, CGO Complex, New Delhi - 110003.

5. The interested agencies are advised to submit sealed envelope super scribing **"Providing Manpower Services to NCLT/NCLAT"**

6. The Earnest Money Deposit (EMD) of Rs. 5,000 (Rupees Five Thousand only), refundable (without interest), should be necessarily accompanied with the Bid of the Service provider in the forms of Demand Draft/Pay order drawn in favour of Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi, **failing which the tender shall be rejected summarily.**

7. 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 Bank drawn in favour of the Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi Covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

8. 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 Bid 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 if more than 20 person as per rule;
- (d) Copy of the Service Tax registration Certificate;

9. 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. However, the cuttings, if any,

in the Bid Application must be initialed by the person authorized to sign the tender bids.

10. The bids shall be opened on the scheduled date and time at 3.00 PM on 27.05.2016 at 3.00 p.m. in Company Law Board, Block No. 3, 6th Floor, CGO Complex, New Delhi in the presence of the representatives of the Manpower Service, if any, who wish to be present on the spot at that time.

11. The Competent Authority reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIRMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE NATIONAL COMPANY LAW TRIBUNAL/NATIONAL COMPANY LAW APPELLATE TRIBUNAL

For Office Assistants

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

APPLICATION - BID
For providing Manpower Services to NCLT/NCLAT

1. Name of Tendering Manpower : _____
Service Provider
2. Details of Earnest Money Deposit: DD No. _____ Date _____
of Rs. 5,000/- drawn of Bank _____
3. Name of Proprietor/ Director _____
4. Full Address of Registered : _____
Office

Telephone No: _____
Fax No : _____
E-Mail Address: _____
5. Full address of operating/Branch Officer:

Telephone No. : _____
FAX No. : _____
E-Mail Address: _____
6. Banker of the Manpower Service Provider: _____
Telephone Number: _____
of Banker
7. PAN/GIR No.: _____
(Attach attested copy)
8. Service Tax Registration No. : _____
(Attach attested Copy)
9. E.P.F. Registration No.: _____
10. E.S.I. Registration No.: _____

11. Give details of the major similar contracts handled by the tendering Manpower Service provider during the last two years.

12. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person
Name & Seal

APPLICATION - FINANCIAL DETAILS
For Providing Manpower Assistance for NCLT/NCLAT

1. Name of tendering Manpower Service Provider :
2. Rate per person per month (working Monday to Saturday, 6 days in a week from 9.30 AM to 6.00 PM everyday excluding ½ hour lunch) inclusive of all statutory liabilities, taxes, levies, cess etc* :
Office Assistants =

*Rates are to be quoted in accordance with the Minimum wages Act, 1948 as applicable in different locations.

Signature of authorized person
Full Name & Seal

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

TERMS AND CONDITIONS

GENERAL

1. The Contract shall commence from 01.06.2016 and shall continue till 31.05.2017 extendable upto one year months unless it is curtailed or terminated by the NCLT/NCLAT owing to deficiency of Service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of the NCLT/NCLAT
2. The contract shall automatically expire on 31.05.2017 unless extended further by the mutual consent of contracting agency and this NCLT/NCLAT.
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/NCLAT.
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 this NCLT/NCLAT.
5. NCLT/NCLAT at present, has tentative requirement as under:

Name of the post	Location and Number of Posts
Office Assistants	6 at Delhi 4 at Mumbai 2 each at Chennai, Bengaluru, Kolkata, Hyderabad, Ahmedabad, Guwahati, Allahabad & Chandigarh.

The Requirement of the NCLT/NCLAT 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.

6. The tenderer will be bound by the details furnished by him/her to the NCLT/NCLAT 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/NCLAT reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
8. The persons deployed shall be required to report for work at 09.30 hrs. to Under Secretary and would leave at 18.00 hrs. The persons deployed may also be required to work beyond 18.00 hrs. for which he would not be paid any extra remuneration. 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/NCLAT 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/NCLAT shall be that of the service provider and the NCLT/NCLAT 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/NCLAT. The persons deployed by the service provider in the NCLT/NCLAT shall not have any claims whatsoever like employer and employee relationship against NCLT/NCLAT.
12. The Service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The NCLT/NCLAT shall, in no way, be responsible for settlement of such issues whatsoever.
13. This NCLT/NCLAT 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 compensations.

14. The persons deployed by the Service provider shall not claim not shall be entitled to pay perks and other facilities admissible to regular confirmed employees of this NCLT/NCLAT 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/NCLAT.
16. The Service provider's person shall not claim any benefit/compensation/absorption/regularization of service with office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to the NCLT/NCLAT.
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 licence under contract (Regulations and Abolition) Act, 1970 if any, at his own part and cost. The award of Contract will be subject to the fulfillment of the conditions laid down in Rules 157, 158, and 160 of GFR, 2005 as amended from time to time.
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. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi.

LEGAL

20. The personnel during course of their work shall be privy to certain qualified 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. P.C. or any other relevant provisions besides, action for breach of conduct.
21. The Service provider will be responsible for compliance of all statutory provisions relating to Minimum wages payable to skilled worker under the Minimum wages Act, Provident Fund, and Employees State Insurance etc. In respect of the persons deployed by it in the NCLT/NCLAT. The NCLT/NCLAT 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/NCLAT 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/NCLAT 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/NCLAT.
25. In case, the Service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the NCLT/NCLAT is put to any loss /obligation, monetary or otherwise, the NCLT/NCLAT will be entitled to get itself reimbursed out 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. 5,000/- (Rupees Five Thousand only in the form of Demand Draft/Pay order drawn in favour of Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi failing which the tender shall be rejected out rightly.
27. The Earnest Money Deposit in respect of the agencies which do not qualify shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be 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 security amount of Rs. 50,000 (Rupees Fifty thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Pay & Accounts officer, Ministry of Corporate Affairs, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR 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/NCLAT besides annulment of the contract.
30. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by under Secretary) in respect of the persons deployed and submit the same to 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.

31. The Contractor shall issue a Salary Slip mentioning Gross Salary, deductions made and Net Salary paid every month to the every persons deployed on outsourced basis in NCLT/NCLAT.
32. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill 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/NCLAT.
33. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the Service provider in the following month.
34. The Secretary, NCLT/NCLAT 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.